Table of Contents

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington D.C. 20549

Form 10-K

(Mark One)

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

For the fiscal year ended December 31 , 2023

Or

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

For the transition period from to

Commission File Number 001-33160

Spirit AeroSystems Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**20-2436320**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

3801 South Oliver
Wichita , Kansas 67210
(Address of principal executive offices and zip code)
Registrant's telephone number, including area code:
(316) 526-9000

Securities registered pursuant to Section 12(g) of the Act: None. Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading symbol**	**Name of each exchange on which registered**
Class A common stock, par value $0.01 per share	SPR	New York Stock Exchange

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	Accelerated filer	Non-accelerated filer	Smaller reporting company	Emerging Growth Company
☒	☐	☐	☐	☐

If an emerging growth company, indicate by check mark whether 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 Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. x

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No x

The aggregate market value of the voting stock held by non-affiliates of the registrant, based on the closing price of the Class A common stock on June 29, 2023, as reported on the New York Stock Exchange was approximately $ 3.1 billion.

As of January 18, 2024, the registrant had outstanding 116,053,453 shares of Class A common stock, $0.01 par value per share.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's Proxy Statement for the 2024 Annual Meeting of Stockholders to be filed not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K are incorporated herein by reference in Part III of this Annual Report on Form 10-K.

TABLE OF CONTENTS

		Page
	PART I	
Item 1.	Business	3
Item 1A.	Risk Factors	15
Item 1B.	Unresolved Staff Comments	33
Item 1C.	Cybersecurity	33
Item 2.	Properties	34
Item 3.	Legal Proceedings	36
Item 4.	Mine Safety Disclosures	36
	Executive Officers of the Registrant	36
	PART II	
Item 5.	Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	39
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	41
Item 7A.	Quantitative and Qualitative Disclosures About Market Risk	66
Item 8.	Financial Statements and Supplementary Data	69
Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	139
Item 9A.	Controls and Procedures	139
Item 9B.	Other Information	141
Item 9C.	Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	141
	PART III	
Item 10.	Directors, Executive Officers and Corporate Governance	142
Item 11.	Executive Compensation	142
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	142
Item 13.	Certain Relationships and Related Transactions and Director Independence	142
Item 14.	Principal Accountant Fees and Services	142
	PART IV	
Item 15.	Exhibits, Financial Statement Schedules	143
Signatures		154

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K (this "Annual Report") includes "forward-looking statements" that involve many risks and uncertainties. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "aim," "anticipate," "believe," "could," "continue," "estimate," "expect," "forecast," "goal," "intend," "may," "might," "model," "objective," "outlook," "plan," "potential," "predict," "project," "seek," "should," "target," "will," "would," and other similar words, or phrases, or the negative thereof, unless the context requires otherwise. These statements are based on circumstances as of the date on which the statements are made and they reflect management's current views with respect to future events and are subject to risks and uncertainties, both known and unknown. Our actual results may vary materially from those anticipated in forward-looking statements. We caution investors not to place undue reliance on any forward-looking statements.

Important factors that could cause actual results to differ materially from those reflected in such forward-looking statements and that should be considered in evaluating our outlook include, but are not limited to, the following:

- the continued fragility of the global aerospace supply chain including our dependence on our suppliers, as well as the cost and availability of raw materials and purchased components, including increases in energy, freight, and other raw material costs as a result of inflation or continued global inflationary pressures;
- our ability and our suppliers' ability and willingness to meet stringent delivery (including quality and timeliness) standards and accommodate changes in the build rates or model mix of aircraft under existing contractual commitments, including the ability or willingness to staff appropriately or expend capital for current production volumes and anticipated production volume increases;
- our ability to maintain continuing, uninterrupted production at our manufacturing facilities and our suppliers' facilities;
- our ability, and our suppliers' ability, to attract and retain the skilled work force necessary for production and development in an extremely competitive market;
- the effect of economic conditions, including increases in interest rates and inflation, on the demand for our and our customers' products and services, on the industries and markets in which we operate in the U.S. and globally, and on the global aerospace supply chain;
- the general effect of geopolitical conditions, including Russia's invasion of Ukraine and the resultant sanctions being imposed in response to the conflict, including any trade and transport restrictions;
- the recent outbreak of war in Israel and the Gaza Strip and the potential for expansion of the conflict in the surrounding region, which may impact certain suppliers' ability to continue production or make timely deliveries of supplies required to produce and timely deliver our products, and may result in sanctions being imposed in response to the conflict, including trade and transport restrictions;
- our relationships with the unions representing many of our employees, including our ability to successfully negotiate new agreements, and avoid labor disputes and work stoppages with respect to our union employees;
- the impact of significant health events, such as pandemics, contagions or other public health emergencies (including the COVID-19 pandemic) or fear of such events, on the demand for our and our customers' products and services, the industries and the markets in which we operate in the U.S. and globally;
- the timing and conditions surrounding the full worldwide return to service (including receiving the remaining regulatory approvals) of the B737 MAX, future demand for the aircraft, and any residual impacts of the B737 MAX grounding on production rates for the aircraft;
- our reliance on The Boeing Company ("Boeing") and Airbus Group SE and its affiliates (collectively, "Airbus") for a significant portion of our revenues;
- the business condition and liquidity of our customers and their ability to satisfy their contractual obligations to the Company;
- the certainty of our backlog, including the ability of customers to cancel or delay orders prior to shipment on short notice, and the potential impact of regulatory approvals of existing and derivative models;
- our ability to accurately estimate and manage performance, cost, margins, and revenue under our contracts, and the potential for additional forward losses on new and maturing programs;
- our accounting estimates for revenue and costs for our contracts and potential changes to those estimates;
- our ability to continue to grow and diversify our business, execute our growth strategy, and secure replacement programs, including our ability to enter into profitable supply arrangements with additional customers;
- the outcome of product warranty or defective product claims and the impact settlement of such claims may have on our accounting assumptions;
- competitive conditions in the markets in which we operate, including in-sourcing by commercial aerospace original equipment manufacturers;
- our ability to successfully negotiate, or re-negotiate, future pricing under our supply agreements with Boeing, Airbus and other customers;

- the possibility that our cash flows may not be adequate for our additional capital needs;
- any reduction in our credit ratings;
- our ability to access the capital or credit markets to fund our liquidity needs, and the costs and terms of any additional financing;
- our ability to avoid or recover from cyber or other security attacks and other operations disruptions;
- legislative or regulatory actions, both domestic and foreign, impacting our operations, including the effect of changes in tax laws and rates and our ability to accurately calculate and estimate the effect of such changes;
- spending by the U.S. and other governments on defense;
- pension plan assumptions and future contributions;
- the effectiveness of our internal control over financial reporting;
- the outcome or impact of ongoing or future litigation, arbitration, claims, and regulatory actions or investigations, including our exposure to potential product liability and warranty claims;
- adequacy of our insurance coverage;
- our ability to continue selling certain receivables through the receivables financing programs;
- our ability to effectively integrate recent acquisitions, along with other acquisitions we pursue, and generate synergies and other cost savings therefrom, while avoiding unexpected costs, charges, expenses, and adverse changes to business relationships and business disruptions; and
- the risks of doing business internationally, including fluctuations in foreign currency exchange rates, impositions of tariffs or embargoes, trade restrictions, compliance with foreign laws, and domestic and foreign government policies.

These factors are not exhaustive and it is not possible for us to predict all factors that could cause actual results to differ materially from those reflected in our forward-looking statements. These factors speak only as of the date hereof, and new factors may emerge or changes to the foregoing factors may occur that could impact our business. As with any projection or forecast, these statements are inherently susceptible to uncertainty and changes in circumstances. Except to the extent required by law, we undertake no obligation to, and expressly disclaim any obligation to, publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. You should review carefully the section captioned “Risk Factors” in this Annual Report for a more complete discussion of these and other factors that may affect our business.

PART I

Item 1. *Business*

Our Company

Unless the context otherwise indicates or requires, as used in this Annual Report, references to “we,” “us,” “our,” and the “Company” refer to Spirit AeroSystems Holdings, Inc. and its consolidated subsidiaries. References to “Spirit” refer only to our subsidiary, Spirit AeroSystems, Inc., and references to “Spirit Holdings” or “Holdings” refer only to Spirit AeroSystems Holdings, Inc.

The Company, incorporated in Delaware with its headquarters in Wichita, Kansas, is one of the world's largest non-Original Equipment Manufacturer ("OEM") manufacturers of aerostructures, serving markets for commercial airplanes, military platforms and business/regional jets. With expertise in aluminum and advanced composite manufacturing solutions, the Company's core products include fuselages, integrated wings and wing components, pylons and nacelles. The Company also serves the aftermarket for commercial and military platforms. In addition to commercial aircraft structures, we also design, engineer, and manufacture structural components for military aircraft and other applications. A portion of our defense business is classified by the U.S. Government and cannot be specifically described; however, it is included in our consolidated financial statements. We are a critical partner to our commercial and defense customers due to the broad range of products and services we currently supply to them across the product lifecycle and our leading design and manufacturing capabilities using both metallic and composite materials. For the twelve months ended December 31, 2023, we generated net revenues of $6,047.9 million and had net loss of $616.1 million.

Operating Segments and Products

We operate in three principal segments: Commercial, Defense & Space, and Aftermarket. The table below, and following segment information, describes the business of each segment, including facility locations, key programs, and descriptions of the work performed in each segment.

Segment	Percentage of Net Revenues for the Twelve Months Ended December 31, 2023, 2022, and 2021, respectively	Locations	Programs
Commercial	81%, 81%, and 79%	Wichita, KS; Tulsa, OK; Kinston, NC; Prestwick, Scotland; St.-Nazaire, France; Subang, Malaysia; Casablanca, Morocco; Belfast, Northern Ireland	B737, B767, B777, B787, A220, A320 family, A330, A350 XWB, Learjet 75, Global 5000, Global 6000, Global 7500, Challenger 350, Challenger 650, Rolls-Royce BR725 a BR 710 Nacelles, RB3070, Trent, City Airbu
Defense & Space	13%, 13%, and 15%	Wichita, KS; Tulsa, OK; Biddeford, ME; Woonsocket, RI; Belfast, Northern Ireland; Prestwick, Scotland	Classified program(s), B767 Tanker, P-Sikorsky CH-53K, FLRAA, Common Hypersonic Glide Body (C-HGB), NASA MS NASA Mars 2020, Trident D5, Standard Missile, Patriot Missile, THAAD, B-52, KC-1
Aftermarket	6%, 6%, and 6%	Wichita, KS; Tulsa, OK; Dallas, TX; Prestwick, Scotland; Casablanca, Morocco; Belfast, Northern Ireland	Various

Commercial. The Commercial segment includes design and manufacturing of the following for commercial and business/regional jet programs:

- The forward section of the fuselage, which houses the flight deck, passenger cabin, and cargo area;
- The mid and rear fuselage sections;
- Other structural components of the fuselage, including floor beams;
- Nacelles (including thrust reversers) - aerodynamic structure surrounding engines;
- Struts/pylons - structure that connects the engine to the wing;
- Horizontal and vertical stabilizers;
- Flaps and slats - flight control surfaces;
- Wing structures - framework that consists mainly of spars, ribs, fixed leading edges, stringers, trailing edges, and flap track beams; and

- Fully functional and tested wing systems.

Net revenue in the Commercial segment amounted to $4,885.0 million, $4,068.4 million, and $3,128.1 million in 2023, 2022, and 2021, respectively.

Defense & Space. The Defense & Space segment includes design and manufacturing of the following, primarily for U.S. Government defense programs:

- Fuselage, strut, nacelle, and wing aerostructures: Fabrication, bonding, assembly, testing tooling, processing, engineering analysis, and training;
- Missiles and Hypersonics: Solid rocket motor throats and nozzles, re-entry vehicle thermal protections systems;
- Rotorcraft aerostructures: Forward cockpit and cabin, fuselage; and
- Classified programs.

Net revenue in the Defense & Space segment amounted to $789.0 million, $649.8 million, and $585.0 million in 2023, 2022, and 2021, respectively.

Aftermarket. The Aftermarket segment includes development, production, and marketing of the following:

- Maintenance, Repair and Overhaul (MRO) services related to Commercial and Defense & Space programs;
- Fuselage, strut, nacelle, and wing aerostructures spare parts;
- Repairs for flight control surfaces and nacelles;
- Radome repairs;
- Rotable assets trading and leasing;
- Engineering services;
- Advanced composite repair; and
- Other MRO services.

Net revenue in the Aftermarket segment amounted to $373.9 million, $311.4 million, and $239.9 million in 2023, 2022, and 2021, respectively.

Our largest customer, Boeing, represents a substantial portion of our revenues in the Commercial segment. Our second largest customer, Airbus, also represents a substantial portion of revenues in the Commercial segment. Approximately 70%, 65%, and 60% of Commercial segment net revenues came from the Company's contracts with Boeing for the twelve months ended December 31, 2023, 2022, and 2021, respectively. Approximately 23%, 27%, and 30% of Commercial segment net revenues came from the Company's contracts with Airbus for the twelve months ended December 31, 2023, 2022, and 2021, respectively. A material portion of Defense & Space segment revenue is subject to renegotiation of profits or termination of contracts or subcontracts at the election of the U.S. Government. A substantial portion of our Defense & Space segment revenues are represented by defense business that is classified by the U.S. Government and cannot be specifically described. A significant portion of the Company's Defense & Space segment net revenues came from the Company's contracts with two individual customers for the twelve months ended December 31, 2023, 2022, and 2021, respectively. Approximately 47%, 48%, and 44% of Aftermarket segment net revenues came from our contracts with an individual customer for the twelve months ended December 31, 2023, 2022, and 2021, respectively. Individual customers other than those referred to above do not represent a significant portion of any of our primary segment's revenues and are not expected to in the near future.

Our Manufacturing, Engineering, and Support Services

Manufacturing

Our expertise is in designing, engineering, and manufacturing large-scale, complex aerostructures. As of December 31, 2023, we maintain state-of-the-art manufacturing facilities located in Wichita, Kansas; Tulsa, Oklahoma; Kinston, North Carolina; Biddeford, Maine; Woonsocket, Rhode Island; Dallas, Texas; Prestwick, Scotland; Saint-Nazaire, France; Subang, Malaysia; Casablanca, Morocco; and Belfast, Northern Ireland.

Our core manufacturing competencies include:

- composites design and manufacturing processes;
- leading mechanized and automated assembly and fastening techniques;
- large-scale skin fabrication using both metallic and composite materials;
- chemical etching and metal bonding expertise;
- monolithic structures technology; and
- precision metal forming producing complex contoured shapes in sheet metal and extruded aluminum.

Our manufacturing expertise is supported by our state-of-the-art equipment. We have thousands of major pieces of equipment installed in our customized manufacturing facilities. We intend to continue to make the appropriate investments in our facilities to support and maintain our industry-leading manufacturing expertise.

Engineering

The Company is an industry leader in aerospace engineering with access to talent across the globe. The purpose of the engineering organization is to provide support for new and ongoing designs, technology innovation, research and development for customer advancements, and production-related process improvements. We possess a broad base of engineering skills for design, analysis, test, certification, tooling, and support of major fuselage, wing, and propulsion assemblies using both metallic and composite materials. In addition, our regulatory certification expertise helps ensure associated designs and design changes are compliant with applicable regulations.

Our industry-leading engineering capabilities are key strategic factors differentiating us from our competitors across our Commercial, Defense & Space, and Aftermarket divisions.

Spirit AeroSystems Aftermarket Solutions ("SAAS")

Through SAAS, we provide rotable assets, spare parts, repair solutions, and engineering services. Our inventory of rotable assets is available for lease, exchange, and purchase. Additionally, our global repair stations are staffed with technicians specializing in advanced composite repair techniques. We provide MRO services for both metallic and composite components, either on site or at certified MRO stations. We are equipped with original production manufacturing tooling and specialize in service bulletin maintenance for the Company's nacelle components.

Product	Description	Aircraft Program
MRO	Certified repair stations that provide complete on-site repair and overhaul; maintains global partnerships to support MRO services	B737, B747, B757, B767, B777, B787, Rolls-Royce BR725, ERJ, CRJ, E4B, A320, A330
Rotable Assets	Maintain a pool of rotable assets for sale, exchange, and/or lease. Rotable assets refer to parts that can be used many times by repairing them.	B737, B747, B767, B777, Rolls-Royce BR725, ERJ, CRJ, E4B, A320, A330
Engineering Services	Engineering, tooling, and measurement services. On-call field service representatives.	Multiple programs

Business Development

The Company’s core products include fuselages, struts/pylons, nacelles, and wing components, and we continue to focus on business growth through the application of core competencies as key strengths, including design for manufacturability, materials utilization expertise, targeted automation, advanced tooling and testing concepts, and determinate assembly to enable cost-effective, highly efficient production. We invest in research and development and new technology to bring the most advanced techniques, manufacturing, and automation to our customers.

The Company applies extensive experience in advanced material systems, manufacturing technologies, and prototyping to continually invent and patent new technologies that improve quality, lower costs, and increase production capabilities. Our business growth is focused on application of these strengths to expand into new addressable commercial, defense, space and transportation markets and customers.

Defense & Space Business

In addition to providing aerostructures for commercial aircraft, we also design, engineer and manufacture structural components for military aircraft. We have been awarded a significant amount of work for Boeing's P-8 and KC-46 Tanker. The Boeing P-8 and KC-46 Tanker are commercial aircraft modified for military use. Other military programs for which we provide products and services are the forward cockpit and cabin for the Sikorsky CH-53K Helicopter and development work of the B-21 Raider. In 2023, we were selected by Bell Helicopter for pre-engineering and manufacturing development ("EMD") efforts associated with the U.S. Army's Future Long-Range Assault Aircraft ("FLRAA"). We expect our revenue as the fuselage provider for FLRAA to grow in the coming years as this program advances through the EMD-phase to full-rate production. In 2023, we were awarded new contracts across all five of the Defense and Space segment's focus areas (hypersonics, next generation crewed aircraft, unmanned aerial systems, next generation effects, and space). We have contracts on multiple funded military programs that are classified by the U.S. Government and cannot be specifically described. The operating results of these classified contracts are included in our consolidated financial statements. The business risks associated with classified contracts historically have not differed materially from those of our other U.S. Government contracts. Our internal controls addressing the financial reporting of classified contracts are consistent with our internal controls for our non-classified contracts.

The following table summarizes by product and program what we currently have under contract.

Product	Applicable Segment	Description	Military Program
Fixed Wing Aircraft	Defense & Space	Fabrication, bonding, assembly, testing, tooling, processing, engineering analysis, and training	Various
Nacelle & Pylons	Defense & Space	Fabrication, bonding, assembly, testing, tooling, processing, engineering analysis, and training	B-52
Rotorcraft	Defense & Space	Forward cockpit and cabin, fuselage	Sikorsky CH-53K, FLRAA
Missiles & Hypersonics	Defense & Space	Solid rocket motor throats and nozzles, Re-entry vehicle thermal protection systems	Trident D5, Standard Missile, Arrow 3, Common Hypersonic Glide Body (C-HGB), NASA MSR, NASA Mars 2020, Patriot Missile, THAAD (Terminal High Altitude Area Defense, an American anti-ballistic missile defense system)

Fabrication

Within our Commercial segment, the Company offers customers a wide range of solutions including machining, skin and sheet metal fabrication, and chemical processing. These capabilities are utilized for both internal and external sourcing and include the following:

Fabrication	Description
Machine Fabrication	5-axis machining capabilities: high-speed aluminum fabrication up to 23 feet, seat track machining, and extensive hard metal capabilities 3- and 4-axis machining capabilities: range of hard metal capabilities, multi-spindle machines, and manufactured parts
Sheet Metal Fabrication	Includes stretch and hydro forming, roll, hammer, profiling, gauge reduction of extrusions and aluminum heat treat, as well as subassemblies
Chemical Processing	Includes a range of hard and soft metals with one of the largest automated lines in the industry
Skin Fabrication	Include skin stretch forming up to 1,500 tons, laser scribe, trim and drill, and chemical milling

Our Customers

Our revenues are substantially dependent on Boeing and Airbus. The loss of either of these customers would have a material adverse effect on the Company. For the twelve months ended December 31, 2023, approximately 64% and 19% of our net revenues were generated from sales to Boeing and Airbus, respectively. For the twelve months ended December 31, 2022, approximately 60% and 22% of our net revenues were generated from sales to Boeing and Airbus, respectively. We are currently the sole-source supplier for nearly all the products we sell to Boeing and Airbus.

Boeing

We are the largest independent supplier of aerostructures to Boeing and manufacture aerostructures for every Boeing commercial aircraft currently in production, including the majority of the airframe content for the Boeing B737, and multiple significant structural components of the Boeing B787. We supply these products through long-term supply agreements that cover the life of these programs, including any commercial derivative models. These supply agreements are described in more detail under “Our Relationship with Boeing” below. We believe our relationship with Boeing will allow us to continue to be an integral partner with Boeing in the designing, engineering, and manufacturing of complex aerostructures.

Airbus

We originally became a supplier to Airbus in April 2006 through the acquisition of BAE Aerostructures and subsequently won additional work packages with Airbus. Our business with Airbus increased substantially with the acquisition of Bombardier's aerostructures assets in Belfast and Morocco on October 30, 2020. We are one of the largest content suppliers of wing systems for the Airbus A320 family and a significant supplier for the Airbus A350 XWB. Under our supply agreement with Airbus for the A320 and A330, we supply products for the life of the aircraft program. For the A350 XWB program, we have long-term requirement contracts with Airbus. In addition, we build the fully integrated wing for the A220 aircraft. We believe we can continue working with Airbus on production rate ramp-up, supply chain diversification and new product development.

Other Customers

Other customers include Lockheed Martin, Northrop Grumman, Bombardier and Rolls-Royce.

U.S. and International Customer Mix

Although most of our revenues are obtained from sales inside the U.S., we generated $1,380.8 million, $1,215.1 million, and $1,130.8 million in sales to international customers for the twelve months ended December 31, 2023, 2022, and 2021, respectively, primarily to Airbus. This international revenue is primarily included in the Commercial segment. The portion of international revenue included in the Aftermarket segment, primarily out of our Belfast, Northern Ireland location, represents a significant amount of its segment revenues. Approximately 18% of our long-lived assets based on book value are located in the United Kingdom ("U.K."), with approximately another 5% of our long-lived assets located in countries outside the U.S. and the U.K.

Our Relationship with Boeing

A significant portion of Spirit’s operations related to Boeing aerostructures was owned and controlled by Boeing until 2005. In 2005, Spirit Holdings became a standalone Delaware company, and commenced operations through the acquisition of Boeing’s operations in Wichita, Kansas, Tulsa, Oklahoma, and McAlester, Oklahoma (the “Boeing Acquisition”).

In connection with the Boeing Acquisition, we entered into long-term supply agreements under which we are Boeing’s exclusive supplier for substantially all of the products and services previously provided by Boeing's commercial aerostructures manufacturing operations in Wichita, Kansas and Tulsa and McAlester, Oklahoma to Boeing prior to the Boeing Acquisition. These supply agreements include products for Boeing’s B737, B747, B767, and B777 commercial aircraft programs, as well as for certain products for Boeing’s B787 program. These supply agreements cover the life of these programs, including any commercial derivative models.

Supply Agreement with Boeing for B737, B747, B767, and B777 Programs ("Sustaining Programs")

Overview. Two documents effectively comprise the Sustaining Programs’ supply contract: (1) the Special Business Provisions (“Sustaining SBP”), which sets forth the specific terms of the Sustaining Programs’ supply arrangement, and (2) the

General Terms Agreement ("Sustaining GTA," and, together with the Sustaining SBP (and any related purchase order or contract), as amended, the "Sustaining Agreement"), which sets forth other general contractual provisions, including provisions relating to termination, events of default, assignment, ordering procedures, inspections, and quality controls.

The Sustaining Agreement is a requirements contract that covers certain products, including fuselages, struts/pylons, and nacelles (including thrust reversers), wings and wing components, as well as tooling, for the Sustaining Programs for the life of these programs, including any commercial derivative models. During the term of the Sustaining Agreement, and absent a default by Spirit, Boeing is obligated to purchase from Spirit all its requirements for products covered by the Sustaining Agreement. Although Boeing is not required to maintain a minimum production rate, Boeing is subject to a maximum production rate above which it must negotiate with us regarding responsibility for recurring and non-recurring expenditures related to any agreed capacity increase. Boeing owns substantially all the Boeing product-specific tooling used in production or inspection of products covered by the Sustaining Agreement.

Pricing. In September 2017, Boeing and Spirit entered into Amendment 30 to the Sustaining SBP that generally established pricing terms for the Sustaining Program models (excluding the B777X) through December 31, 2022 (with certain limited exceptions).

On December 21, 2018, Boeing and Spirit executed a Collective Resolution 2.0 Memorandum of Agreement (the "2018 MOA"). The 2018 MOA established, among other items, pricing for certain programs through December 31, 2030, including the B737NG (including the P8), B737 MAX, B767 (but excluding B767-2C for which pricing is separately established), and the B777 freighters and B777-9 (pricing for the B777 300ER and 200LR was previously established and pricing for the B777-8 is subject to future negotiation). In addition, the 2018 MOA established B737 pricing based on production rates above and below current production levels, investments for tooling and capital for certain B737 rate increases, a joint cost reduction program for the B777X (a joint cost reduction program for the B737 is separately established), and the release of certain liabilities and claims asserted by both parties, including the B737 disruption activity claim. The parties further agreed to reconvene in 2028 to negotiate pricing beyond 2030. Consistent with the 2018 MOA, on January 30, 2019, Boeing and Spirit executed SBP Amendment 40 to implement the December 2018 MOA terms and conditions applicable to the Sustaining Programs.

On February 6, 2020, Boeing and Spirit entered into a Memorandum of Agreement (the "2020 MOA") extending B737 MAX pricing terms through 2033 and updated payment terms.

On October 12, 2023, Boeing and Spirit entered into a Memorandum of Agreement (the "2023 MOA"). Among other items, the 2023 MOA established recurring shipset price reductions on the B737 program effective with Spirit's first unit delivery in 2026 through the last unit delivery in June 2033. These reductions are subject to certain not-to-exceed amounts per annum over this period.

Advances on the B737 Program. On April 12, 2019, Boeing and the Company executed a Memorandum of Agreement (the "2019 MOA"). Under the 2019 MOA, the Company received an advance payment from Boeing in the amount of $123 million during the third quarter of 2019. The 2020 MOA provided that the $123 million advance would be repaid by offset against the purchase price for year 2022 shipset deliveries. In the twelve months ended December 31, 2022 the $123 million of advance payments received from Boeing were repaid and there was no balance due as of December 31, 2022.

Termination of Airplane Program. If Boeing decides not to initiate or continue production of a Sustaining Program model or commercial derivative because it determines there is insufficient business basis for proceeding, Boeing may terminate such model or derivative, including any order therefore, by written notice to Spirit. In the event of such a termination, Boeing would be liable to Spirit for any orders issued prior to the date of the termination notice and may also be liable for certain termination costs.

Events of Default and Remedies. Events of default under the Sustaining Agreement include Spirit's failure to deliver products when and as required, and failure to maintain a required system of quality assurance, among other things. Certain events of default may allow Boeing to cancel orders under or terminate the Sustaining Agreement.

Intellectual Property. All technical work product and works of authorship produced by or for Spirit with respect to any work performed by or for Spirit pursuant to the Sustaining Agreement are the exclusive property of Boeing. All inventions conceived by or for Spirit with respect to any work performed by or for Spirit pursuant to the Sustaining Agreement and any patents claiming such inventions are the exclusive property of Spirit, except that Boeing will own any such inventions that Boeing reasonably believes are applicable to the B787 Program, and Boeing may seek patent protection for such B787 inventions or hold them as trade secrets; provided that, if Boeing does not seek patent protection, Spirit may do so.

B787 Supply Agreement with Boeing ("B787 Program")

Overview. Two documents effectively comprise the B787 Program supply contract: (1) the Special Business Provisions ("B787 SBP"), which sets forth the specific terms of the B787 Program's supply arrangement and (2) the General Terms Agreement ("B787 GTA" and, together with B787 SBP and (any related purchase order or contract), as amended, the "B787 Agreement"), which sets forth other general contractual provisions, including provisions relating to termination, events of default, assignment, ordering procedures, inspections, and quality controls. The B787 Agreement is a requirements contract pursuant to which Spirit is Boeing's exclusive supplier for the forward fuselage, fixed, and movable leading wing edges, engine pylons, and related tooling for the B787.

Pricing. In September 2017, Boeing and Spirit entered into Amendment 25 to the B787 Agreement that established pricing terms for the B787-8, -9, and -10 models through line unit 1405 and provided that Boeing and Spirit would negotiate follow-on pricing for line units 1406 and beyond beginning 24 months prior to the scheduled delivery date for line unit 1405. The amendment also implemented updated payment terms, among other things.

In December 2018, Boeing and Spirit executed the 2018 MOA, which also established, among other things, pricing for the B787 for line unit 1004 through line unit 2205, and agreed to establish a joint cost reduction program for the B787. Consistent with the 2018 MOA, on January 30, 2019, Boeing and Spirit executed Amendment 28 to the B787 Agreement to implement the 2018 MOA terms and conditions applicable to the B787 Program.

On October 12, 2023, Boeing and Spirit executed the 2023 MOA, which established recurring shipset price increases for the B787 program effective for line unit 1164 through line unit 1605 with a mutual goal of concluding negotiations 12 months prior to the delivery of line unit 1605, to discuss in good faith potential pricing changes, other interests and considerations pertaining to line unit 1606 and beyond.

Advance Payments. Boeing has made advance payments to Spirit under the B787 Agreement, which are required to be repaid to Boeing by way of offsets against the purchase price for future shipset deliveries. Advance repayments were scheduled to be spread evenly over the remainder of the first 1,000 B787 shipsets delivered to Boeing, except that pursuant to an amendment to the B787 Agreement entered into in April 2014, advance repayments were suspended from April 1, 2014 through March 31, 2015, and any repayments that otherwise would have become due during such 12-month period will be made by offset against the purchase price for shipset 1,001 through 1,120. Repayments resumed in 2015. The 2018 MOA also provided for the suspension of advance repayments with respect to the B787 beginning with line number 818; to resume at a lower rate of $450,319 per shipset at line number 1135 and continue through line number 1605.

In the event Boeing does not take delivery of a sufficient number of shipsets to repay the full amount of advances prior to the termination of the B787 Program or the B787 Agreement, any advances not then repaid will be applied against any outstanding payments then due by Boeing to us, and any remaining balance will be repaid in annual installments of $27 million due on December 15th of each year until the advance payments have been fully recovered by Boeing. Accordingly, portions of the advance repayment liability are included as current and long-term liabilities in our balance sheet. As of December 31, 2023, the amount of advance payments received by us from Boeing and not yet repaid was $189.1 million.

Termination of Airplane Program. If Boeing decides not to continue production of the B787 Program because it determines, after consultation with Spirit, that there is an insufficient business basis for proceeding, Boeing may terminate the B787 Program, including any orders, by written notice to Spirit. In the event of such a termination, Boeing will be liable to Spirit for costs incurred in connection with any orders issued prior to the date of the termination notice and may also be liable for certain termination costs and for compensation for any tools, raw materials or work-in-process requested by Boeing in connection with the termination.

Events of Default and Remedies. Events of default under the B787 Agreement include Spirit's failure to deliver products when and as required, and failure to maintain a required system of quality assurance, among other things. Certain events of default may allow Boeing to cancel orders under or terminate the B787 Agreement.

Intellectual Property. The B787 Agreement established three classifications for patented invention and proprietary information: (1) intellectual property developed by Spirit during activity under the B787 Agreement ("Spirit IP"); (2) intellectual property developed jointly by Boeing and Spirit during that activity ("Joint IP"); and (3) all other intellectual property developed during activity under the B787 Agreement ("Boeing IP").

Boeing may use Spirit IP for work on the B787 Program and Spirit must license it to third parties for work on such program. Each party is free to use Joint IP in connection with work on the B787 Program and other Boeing programs, but each

must obtain the consent of the other to use it for other purposes. Spirit is entitled to use Boeing IP for the B787 Program, and may require Boeing to license it to subcontractors for the same purpose.

The foregoing descriptions of the various agreements between Spirit and Boeing do not purport to be complete and are qualified in their entirety by reference to the full text of each agreement as filed with the SEC, subject to certain omissions of confidential portions pursuant to requests for confidential treatment filed separately with the SEC. Please see Item 15 to this Annual Report.

Intellectual Property

We have several patents pertaining to our processes and products. No individual patent or group of patents is of material importance. We also rely on trade secrets, confidentiality agreements, unpatented knowledge, creative products development, and continuing technological advancement to maintain our competitive position.

Competition

Although we are one of the largest independent non-OEM aerostructures suppliers based on annual revenues, with an estimated 18% share of the global non-OEM aerostructures market, this market remains highly competitive and fragmented. Our primary competition currently comes from work performed internally by OEMs or other tier-one suppliers, and new direct competitors have emerged and may continue to emerge in the tier-one supplier market. The Company continues to focus on design and manufacturing processes and tools, and cost reduction initiatives. The Company intends to compete by strengthening capabilities and capacity, and aligning to enhance program execution and integration across operations. The Company also intends to compete by strategically targeting organic and inorganic opportunities that enhance and deliver on our strategy. Additionally, we compete by developing technologies and processes that leverage the Company's unique knowledge and capabilities to create value for our customers.

In commercial aerostructures, our principal competitors among OEMs include Boeing and Airbus (including its wholly-owned subsidiaries Airbus Atlantic and Premium Aerotec GmbH).

Our principal competitors among non-OEM tier-1 aerostructures suppliers include Aernnova, GKN Aerospace, Kawasaki Heavy Industries, Inc., Mitsubishi Heavy Industries, Safran Nacelles, Sonaca, Airbus Atlantic, Airbus Aerostructures, Triumph Group, Inc. (“Triumph”), Leonardo, Turkish Aerospace Industries, Inc. ("TAI"), and Latecoere S.A.

The Company continues to build a larger presence in the defense aerostructures market. The Company's competition in defense aerostructures includes Boeing, Lockheed Martin, Northrop Grumman, Collins Aerospace, Leonardo, GKN, Triumph, BAE Systems, Albany Engineered Composites, Korea Aerospace Industries, and TAI.

Expected Backlog

As of December 31, 2023, our expected backlog associated with large commercial aircraft, business and regional jets, and military equipment deliveries, calculated based on contractual and historical product prices and expected delivery volumes, was approximately $48.6 billion, an increase of $11.5 billion from our corresponding estimate as of December 31, 2022. The increase is primarily driven by increases to the expected backlog of the B737, B777 and B787 programs. A significant majority of our backlog is on programs in our Commercial segment. The B737 program backlog is approximately 55% of our total backlog. The A320 program backlog is approximately 11% of our total backlog. Backlog is calculated based on Boeing’s and Airbus’ announced backlog on our supply agreements (which are based on orders from customers), and the number of units the Company is under contract to produce on our fixed quantity contracts. The number of units may be subject to cancellation or delay by the customer prior to shipment, depending on contractual terms. For example, our contract with Boeing for the B737 MAX program is a requirements contract, and Boeing can reduce the purchase volume at any time. The level of unfilled orders at any given date during the year may be materially affected by the timing of our receipt of firm orders and additional airplane orders, and the speed with which those orders are filled. Accordingly, our expected backlog as of December 31, 2023 may not necessarily represent the actual amount of deliveries or sales for any future period. For additional information on backlog, please see Item 1A. “Risk Factors – Risks Related to Our Industry and Overall Business – Our backlog is subject to change, potentially with short notice.”

Suppliers and Materials

The principal raw materials used in our manufacturing operations are aluminum, titanium, steel, and carbon fiber. We also purchase metallic parts, non-metallic parts, and machined components. In addition, we procure subassemblies from various manufacturers that are used in the final aerostructure assembly. From time to time, we also review our make-versus-buy strategy to determine whether it would be beneficial to us and/or our customers to outsource work that we currently produce in-house or vice versa.

We have long-standing relationships with hundreds of manufacturing suppliers. Our strategy is to enter into long-term contracts with suppliers to secure competitive pricing. Our exposure to rising costs of raw material may be limited to some extent through leveraging relationships with our OEM customers' high-volume contracts.

We continue to seek and develop sourcing opportunities in North America, Europe, and Asia to achieve a competitive global cost structure. Over 25 countries are represented in our international network of suppliers.

For additional information on our suppliers, please see Item 1A. "Risk Factors – Risks Related to Our Industry and Overall Business" and "Risk Factors – Risks Related to Our Operations".

Research and Development

We believe that a world-class research and development focus helps maintain our position as an advanced supplier to our OEM customers' new product development teams and expand our position in emerging markets. As a result, our research and development spend was $45.4 million for the year ended December 31, 2023, $50.4 million for the year ended December 31, 2022, and $53.3 million for the year ended December 31, 2021. Through our research, we strive to develop unique intellectual property and technologies that will improve our products and our customers' products and, at the same time, position us to win work on new products. Our development efforts focus on improving manufacturing processes on our current work and developing new capability and affordable, industrialized technology targeting growth focused initiatives. It also serves as an ongoing process that helps develop ways to reduce production costs and streamline manufacturing processes.

Our research and development is geared toward the design and manufacturing processes for our three business segments and aimed at enabling Spirit to utilize commercial scale and expertise to translate best practices to our growing defense and aftermarket businesses. We maintain six Distinctive Capability areas (performance architectures, digital transformation, industry 4.0, engineered factory, composites technology, and metals technology) that guide our research and development strategy to enable growth and sustainability. We are currently focused on research in areas such as advanced metallic joining, low-cost composites, thermoplastics, new material systems, efficient structures, systems integration, advanced design and computational analysis methods, and model-based digital transformation. We collaborate with universities, research facilities, and technology partners in our research and development.

For additional information on research and development, please see Item 1A. "Risk Factors – Risks Related to Our Operations – Our success depends in part on the success of our research and development initiatives."

Regulatory Matters

Environmental. Our operations and facilities are subject to various environmental, health, and safety laws and regulations, including federal, state, local, and foreign government requirements governing, among other matters, the emission, discharge, handling, and disposal of regulated materials, the investigation and remediation of contaminated sites, and permits required in connection with our operations. We continually monitor our operations and facilities to ensure compliance with these laws and regulations; however, management cannot provide assurance that future changes in such laws or the enforcement thereof, or the nature of our operations will not require us to make significant additional expenditures to ensure continued compliance. Further, we could incur substantial costs, including costs to reduce air emissions, clean-up costs, fines and sanctions, and third-party property damage, or personal injury claims as a result of violations of or liabilities under environmental laws, relevant common law or the environmental permits required for our operations. It is reasonably possible that costs incurred to ensure continued environmental compliance could have a material impact on our results of operations, capital expenditures, financial condition, competitive condition, or cash flows if additional work requirements or more stringent clean-up standards are imposed by regulators, new areas of soil, air, and groundwater contamination are discovered, and/or expansions of work scope are prompted by the results of investigations.

Government Contracts. Companies engaged in supplying defense-related equipment and services to U.S. Government agencies, either directly or by subcontract, are subject to business risks specific to the defense industry. These risks include the

ability of the U.S. Government to unilaterally terminate existing contracts, suspend, or debar us from receiving new prime contracts or subcontracts, reduce the value of existing contracts, audit our contract-related costs and fees, including allocated indirect costs, and control and potentially prohibit the export of our products, among other things. If a contract was terminated for convenience, we could recover the costs we have incurred or committed, settlement expenses, and profit on the work completed prior to termination. However, if the termination is a result of our failure to perform, we may be liable for excess costs incurred by the prime contractor in procuring undelivered items from another source. In addition, failure to follow the requirements of the National Industrial Security Program Operating Manual (“NISPOM”) or any other applicable U.S. Government industrial security regulations could, among other things, result in termination of our facility securities clearances (each a "FCL"), which in turn would preclude us from being awarded classified contracts or, under certain circumstances, performing on our existing classified contracts.

Commercial Aircraft. The commercial aircraft component industry is highly regulated by the Federal Aviation Administration (the "FAA"), the European Aviation Safety Agency (“EASA”), and other agencies throughout the world. The military aircraft component industry is governed by military quality specifications. We, and the components we manufacture, are required to be certified by one or more of these entities or agencies, and, in some cases, by individual OEMs, to engineer and service parts and components used in specific aircraft models. In addition, the FAA requires that various maintenance routines be performed on aircraft components. We believe that we currently satisfy or exceed these maintenance standards in our repair and overhaul services.

Export Control. The technical data and components used in the design and production of our products, as well as many of the products and technical data we export, either as individual items or as components incorporated into aircraft, are subject to compliance with U.S. export control laws. Collaborative agreements that we may have with foreign persons, including manufacturers or suppliers, are also subject to U.S. export control laws.

Health and Safety. Our operations are also subject to a variety of worker and community safety laws. The Occupational Safety and Health Act (“OSHA”) mandates general requirements for safe workplaces for all employees. In addition, OSHA provides special procedures and measures for the handling of certain hazardous and toxic substances. Our management believes that our operations are in material compliance with OSHA’s health and safety requirements.

For additional information on regulatory matters, please see Item 1A. “Risk Factors – Risks Related to Our Governmental and Global Activities”

Human Capital

Employees. Our people are our greatest asset, and we recognize that our ability to attract, develop, motivate and retain a skilled and diverse team is critical to our success. Leadership is committed to creating a culture of responsibility and achievement that supports our employees’ growth and development. We encourage our employees to embrace diversity and give back to the communities where we do business. By allowing employees to thrive, the Company creates a stronger and more dedicated team.

At December 31, 2023, we had approximately 20,655 employees: approximately 14,780 located in our six U.S. facilities, approximately 3,400 located in our Belfast facilities, approximately 1,120 located at our Prestwick facility, approximately 1,000 located in our Malaysia facility, approximately 220 located in our Morocco facility, and approximately 135 located in our France facility. Of the employees located in our six U.S. facilities noted above, approximately 12,590 were located in Wichita, Kansas; approximately 1,110 were located in Tulsa Oklahoma; approximately 590 were located in Kinston, North Carolina; approximately 350 were located in Biddeford, Maine; approximately 100 were located in Dallas, Texas and approximately 40 were located in Woonsocket, Rhode Island.

Values. The Company operates according to three key values that are designed to help it meet commitments to all stakeholders — employees, customers, suppliers, investors and communities. These values are:

- Transparency - Being open, honest and respectful with communication; sharing ideas and building trust by making intentions clear;
- Collaboration - Aligning actions with others; working together to achieve the best outcomes; and
- Inspiration - Encouraging the best from others; leading by example to ensure innovation is a component of success.

The values are enabled through the foundation of Trust and Speak Out: Asking thoughtful questions to enhance understanding; encouraging active listening and considering diverse perspectives; and sharing ideas to reach better decisions and achieve better outcomes.

Adopting and incorporating the Company's values into day-to-day tasks and activities enables the Company to be a trusted partner. We believe practicing transparency, collaboration and inspiration—individually and collectively—supports the Company's efforts to be customer focused, provide on-time delivery, and maintain and improve quality and safety for all.

Code of Business Conduct. The Company is committed to the highest ethical standards and to complying with all laws and regulations applicable to the Company's business. To support and articulate its commitment and responsibility in this regard, the Company has adopted the Code of Business Conduct (the "Code"). The Code addresses a number of topics, including the Foreign Corrupt Practices Act, conflicts of interest, safeguarding assets, insider trading, and general adherence to laws and regulations. All directors and employees, including executive officers, must comply with the Code. The Code is available on the Company's website at *https://investor.spiritaero.com/corporate-governance/govdocs/.*

Diversity, Equity and Inclusion. The Company is committed to creating a world class workforce and is actively working to build an equitable and inclusive culture where all employees' diverse skills and talents are valued. The Company values the full range of differences, perspectives and abilities that our employees bring to the workplace. We strive to create an environment where all employees feel welcomed and have a sense of belonging.

The Company is committed to diversity, equity and inclusion not only because it is the right thing to do, but because greater diversity in an equitable and inclusive work environment results in greater innovation and growth. We believe that combining diverse perspectives helps the Company find new ways to solve problems and innovate for the future. The Company:

- Aims to attract, retain and develop a diverse workforce;
- Strives to integrate equitable and inclusive business practices and capabilities;
- Recognizes and respects the diversity of the marketplace; and
- Works and partners with vendors from a diverse supplier base.

Talent Management. The attraction, retention and development of employees is a critical success factor in meeting the Company's strategy. We seek to provide our employees opportunities for growth through formal and informal development programs that include: training, coaching and mentoring, networking, skills and experience and career planning. Spirit strives to create a culture of empowerment, engagement and performance through our core values. We have a robust talent and succession planning process and have established specialized programs to support the development of our talent pipeline for critical roles throughout the company. Our management and salaried retention rate was 94% in 2023.

Health and Safety. The Company takes steps to comply in all material respects with applicable legal, regulatory and other requirements related to preventing pollution, injury and ill health, and employs industry-leading, technologically sound and economically feasible control mechanisms, procedures and processes. In addition, the Company provides training, education, safety monitoring and auditing, health-awareness programs, and ergonomic support in the Company's offices and factories. We are committed to the safety and health of our employees and work to eliminate injuries and accidents. We evaluate safety performance through multiple indicators, including OSHA recordable injury rates and lost-time incidents.

Labor Relations and Collective Bargaining Agreements

Our principal U.S. collective bargaining agreements were with the following unions as of December 31, 2023:

Union	Percent of our U.S. Employees Represented	Status of the Agreements with Major Union
The International Association of Machinists and Aerospace Workers (IAM)	57%	We have two major agreements - one expires in June 2027 and one expires in November 2027.
The Society of Professional Engineering Employees in Aerospace (SPEEA)	16%	We have two major agreements - one expires in December 2024 and one expires in January 2026.
The International Union, Automobile, Aerospace and Agricultural Implement Workers of America (UAW)	6%	We have one major agreement expiring in December 2025.
The International Brotherhood of Electrical Workers (IBEW)	1%	We have one major agreement expiring in September 2027.

Represented employees noted above were located across our Wichita, Kansas, Tulsa, Oklahoma, and Kinston, North Carolina facilities. U.S. employees located at our Dallas, Texas, Biddeford, Maine, and Woonsocket, Rhode Island locations are not represented.

Approximately 93% of our Prestwick employees are part of the collective bargaining group represented by one union, Unite (Amicus Section). In 2013, the Company negotiated two separate ten-year pay agreements with the Manual Staff bargaining and the Monthly Staff bargaining groups of the Unite union. These agreements cover basic pay and variable at risk pay, while other employee terms and conditions generally remain the same from year to year until both parties agree to change them. In the first quarter of 2021, the Company negotiated and agreed with Unite, a three-year extension to the pay agreements which are effective from January 2023 to December 2025. The elements of the contract extension remain the same as those in the ten-year agreements.

In the U.K. (Belfast), approximately 85% of the employees are part of the collective group represented by the Trade Unions. Unite the Union is the largest representing approximately 94% of unionized employees, with General, Municipal, Boilermakers making up the balance. The agreement covered the period from January 2020 to December 2023 and negotiations for a new agreement will start in early 2024.

In France, our employees are represented by CFTC (“Confédération Française des Travailleurs Chrétiens" or "French Confederation of Christian Workers”) and FO (“Force Ouvrière" or "Labor Force”). The Company negotiates yearly on compensation and once every four years on issues related to gender equality and work-life balance. The next election to determine union representation will occur in July 2027.

In Morocco, approximately 59% of our employees are represented by Union Marocain du Travail ("UMT"). We negotiated a three year agreement with UMT that expires in December 2025.

None of our Malaysia employees are currently represented by a union.

We consider our relationships with our employees to be satisfactory.

Available Information

Our Internet address is *http://www.spiritaero.com*. The content on our website is available for information purposes only. It should not be relied upon for investment purposes, nor is it incorporated by reference into this Annual Report.

We make available through our Internet website, under the heading “Investor Relations,” our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, Proxy Statements, and amendments to those reports after we electronically file such materials with the SEC. Copies of our key corporate governance documents, including Spirit Holdings' Bylaws. The Corporate Governance Guidelines, the Code, the Related Person Transaction Policy, the Finance Code of Professional Conduct, and charters for our Audit Committee, Risk Committee, Compensation Committee, and Corporate Governance and Nominating Committee are also available on our website.

The SEC maintains an Internet site at *http://www.sec.gov* that contains reports, proxy information statement, and other information regarding issuers that file electronically with the SEC. Our filed Annual and Quarterly Reports, Current Reports, Proxy Statement and other reports previously filed with the SEC are available through the SEC's website.

Item 1A. Risk Factors

An investment in our securities involves risks and uncertainties. The risks and uncertainties set forth below are those that we believe may materially and adversely affect us, our future business or results of operations, our industry, or investments in our securities. Additional risks and uncertainties that we are unaware of or that we deem immaterial may also materially and adversely affect us, our future business or results of operations, or investments in our securities. The risks speak only as of the date hereof, and new risks may emerge or changes to the foregoing risks may occur that could impact our business. The following is a summary of risks that we deem material, which are described in further detail below:

- Risks Related to Our Industry and Overall Business
    - Our business, financial results, and prospects are dependent to a significant degree on global economic and geopolitical conditions and global aviation demand.
    - Our business depends largely on sales of components for a single aircraft program, the B737, which has had significant reductions in production rate, including suspensions, relating to the B737 MAX grounding and the COVID-19 pandemic. Additional suspensions or reductions in, or increases in, the B737 production rate and the rates for other programs have in the past created, and may in the future create, financial and disruption risks for the Company and its suppliers.
    - We depend on Boeing and Airbus as our largest customers, and our business has in the past been, and may in the future be, negatively affected by the actions they take, business difficulties they may experience or breaches of their obligations to us.
    - We have incurred significant operating losses in the last few years, and we cannot guarantee you that we will not incur substantial operating losses in the future.
    - Our backlog is subject to change, potentially with short notice.
    - Our business depends, in part, on securing work for replacement programs.
    - We operate in a very competitive business environment.
    - Prolonged periods of inflation where we do not have adequate inflation protections in our customer contracts have had, and could continue to have, a material adverse effect on our results of operations.
    - Our commercial business is cyclical and sensitive to commercial airlines' profitability.
    - Our business and results of operations have been, and could in the future be, adversely impacted, possibly materially, by pandemics and other public health emergencies, or the fear thereof.
    - Our business and results of operations could be adversely affected by disruptions in the global economy caused by Russia’s invasion of Ukraine and the conflict in the Middle East and related sanctions and other developments.
- Risks Related to Our Operations
    - Our business depends on our ability to maintain a healthy supply chain, meet production rate requirements, and timely delivery of products that meet or exceed stringent quality standards.
    - Our operations depend on our ability to maintain continuing, uninterrupted production at our manufacturing facilities and our suppliers’ facilities.
    - Interruptions in deliveries of or increased prices for components or raw materials used in our products have materially adversely impacted, and could continue to materially adversely impact, production and our business.
    - Cyber-attacks, network security breaches, service interruptions, data corruption or misuse or Privacy Regulation (defined below) violations pose significant risks to our business and operations.
    - Our success depends in part on the success of our research and development initiatives.
    - Significant regulatory, operational, and other risks are posed by climate change and the transition to a “low-carbon” economy in response to climate change.
- Risks Related to Our Business Strategy
    - If we fail to implement our business strategy or if our business strategy is ineffective, our financial performance could be materially and adversely affected, and we may not achieve our financial goals.
    - Our acquisitions, joint ventures, strategic alliances and partnerships expose us to risks, including the risk that we may not be able to successfully integrate these businesses or achieve expected operating synergies.
    - We face risks as we work to successfully execute on new or maturing programs.
- Risks Related to Legal and Regulatory Matters

- The outcome of legal proceedings and government inquiries and investigations involving our business is unpredictable, and an adverse decision in any such matter could have a material effect on our business.
- We do not own most of the program-specific intellectual property and tooling used in our business.
- Our business could be materially adversely affected by product warranty obligations or defective product claims.
- The profitability of certain programs depends significantly on the assumptions surrounding satisfactory settlement of customer claims and assertions.

- Risks Related to Our Governmental and Global Activities

  - Our global footprint subjects us to the risks of doing business in foreign countries.
  - Our business is subject to regulation in the U.S. and internationally.
  - The U.S. Government is a significant customer of certain of our customers and we and they are subject to specific U.S. Government contracting rules and regulations.

- Risks Related to Employment Matters

  - In order to be successful, we must attract, retain, train, motivate, develop and transition key employees, and failure to do so could harm our business.
  - Increases in labor costs, potential labor disputes, and work stoppages at our facilities or the facilities of our suppliers or customers have impacted, and could materially adversely affect, our financial performance.
  - We could be required to make future contributions to our defined benefit pension and post-retirement benefit plans and our costs may substantially increase in connection with such plans as a result of adverse changes in interest rates and the capital markets, changes in actuarial assumptions and legislative or other regulatory actions.

- Risks Related to Our Debt, Liquidity, Financial Estimates and Taxes

  - Declines in our financial condition and performance and reductions in our credit ratings have increased our borrowing costs and adversely affected the market price of our securities. Any additional declines could further impact our borrowing costs, impact the market price of our securities or limit our ability to obtain future financing or otherwise impair our business, financial condition, and results of operations.
  - Our debt could adversely affect our financial condition and our ability to operate our business due to significant restrictions in our Credit Agreement, which could also adversely affect our operating flexibility and put us at a competitive disadvantage.
  - We use estimates in accounting for revenue and costs for our contracts. Changes in our estimates have materially affected, and could in the future materially adversely affect, our financial performance.
  - We may not be able to generate sufficient taxable income to fully realize our deferred tax assets.

- Risks Related to Our Common Stock

  - We cannot assure you that we will declare and pay cash dividends on our Common Stock at historical levels or at all.
  - Spirit Holdings' certificate of incorporation, bylaws and our supply agreements with Boeing contain provisions that could discourage others from acquiring us and may prevent attempts by our stockholders to replace or remove our current management.

Risks Related to Our Industry and Overall Business

Our business, financial results, and prospects are dependent to a significant degree on global economic and geopolitical conditions and global aviation demand.

The commercial airline industry is impacted to a significant degree by the strength of the global economy and geopolitical events around the world. A protracted economic slump or recession, increases in interest rates and inflation and adverse credit market conditions, or possible exogenous shocks, such as the conflicts between Russia and Ukraine and in the Middle East, political unrest, terrorist attacks or pandemics, contagions and other health emergencies (including the COVID-19 pandemic), or the fear of any of the foregoing occurring, have in the past caused, and could in the future cause, precipitous declines in air traffic, in turn causing airlines to cancel or delay the purchase of additional new aircraft. The cancellation or delay of new aircraft purchases has in the past resulted in, and could in the future result in, a deterioration of commercial airplane backlogs and a decrease in demand for our commercial aircraft products, which has in the past materially adversely affected, and could in the future materially adversely affect, our business, financial condition, and results of operations.

We largely support commercial aerostructures customers, and our financial results and prospects are almost entirely dependent on global commercial aviation demand and the resulting production rates of our customers. Due to the discretionary nature of air travel, the airline industry is particularly sensitive to changes in economic conditions, or the expectation thereof, and to pandemics, contagions or other health emergencies or the fear of such events. In addition, during periods of unfavorable or volatile economic conditions in the global economy, demand for air travel can be significantly impacted as business and leisure travelers choose not to travel, seek alternative forms of transportation for short trips or conduct business through videoconferencing. Our customers, including Boeing and Airbus, have in the past decreased production rates across many programs due to decreased demand for aviation, including as a result of the COVID-19 pandemic, and may in the future continue to adjust production rates or suspend production, potentially without early warning and within a short time horizon. Suspensions in our production rates or prolonged reductions to rates have in the past resulted in, and could in the future result in, significant challenges and material adverse impacts on our business, operations and financial performance.

Our operations in newly developed and emerging markets expose us to heightened risks of economic, geopolitical, or other events, including governmental takeover (nationalization) of our manufacturing facilities or intellectual property, restrictive exchange or import controls, disruption of operations as a result of systemic political or economic instability, outbreak of war or expansion of hostilities, and acts of terrorism, each of which could have a substantial adverse effect on our financial condition and results of operations. Further, the U.S. Government, other governments, and international organizations have imposed, and could in the future impose additional, sanctions that restrict us from doing business directly or indirectly in or with certain countries or parties, which could include affiliates.

Our business depends largely on sales of components for a single aircraft program, the B737, which has had significant reductions in production rate, including suspensions, relating to the B737 MAX grounding and the COVID-19 pandemic. Additional suspensions or reductions in, or increases in, the B737 production rate and the rates for other programs have in the past created, and may in the future create, financial and disruption risks for the Company and its suppliers.

For the twelve months ended December 31, 2023, 2022, and 2021 approximately 45%, 45%, and 35% of our net revenues, respectively, were generated from sales of components to Boeing for the B737 aircraft, as compared to 53% for the twelve months ended December 31, 2019, which was the most recent period to exclude impacts from the B737 MAX grounding and the global pandemic crises. While we have entered into long-term supply agreements with Boeing to continue to provide components for the B737 for the life of the aircraft program, including commercial and military P-8 derivatives, Boeing does not have any obligation to purchase components from us for any replacement for the B737 that is not a commercial derivative model as defined by (1) the Special Business Provisions (“Sustaining SBP”), which sets forth the specific terms of the supply arrangement for the B737, B747, B767 and B777 Programs (the “Sustaining Programs”), and (2) the General Terms Agreement (together with the Sustaining SBP (and any related purchase order or contract), as amended, the “Sustaining Agreement”), which sets forth other general contractual provisions, including provisions relating to termination, events of default, assignment, ordering procedures, inspections, and quality controls. Moreover, the contract is a requirements contract, and Boeing can reduce the purchase volume at any time and has done so in the past, including as a result of the B737 MAX grounding and the COVID-19 pandemic. Conversely, Boeing has in the past increased, and could in the future further increase, purchase volumes at any time and the advance notice we receive regarding any such changes may not be sufficient for us to be able to adequately prepare for the changes. Reductions and increases in purchase volumes also occur on other programs.

In March 2019, the B737 MAX fleet was grounded in the U.S. and internationally following accidents involving two B737 MAX aircraft. At Boeing’s direction, Spirit suspended all B737 MAX production beginning on January 1, 2020. Subsequently, there were a number of changes to production rates as a result of the grounding and COVID-19 impacts. These production changes created significant disruption for the Company and its B737 MAX suppliers.

Boeing’s deliveries of the B737 MAX resumed in December 2020, but the rate at which deliveries will continue and continued impacts of the grounding remain uncertain. We regularly make significant assumptions with respect to the B737 program regarding the number of units to be delivered each year, the period during which those units are likely to be produced, and the units’ expected sales prices, production costs, program tooling and other non-recurring costs, and routine warranty costs. In addition, we regularly make assumptions regarding estimated costs expected to be incurred until resuming a normal production rate consistent with 2019 production levels to determine which costs should be (i) included in program inventory and (ii) expensed when incurred as abnormal production costs. Changes in these estimates and assumptions with respect to the B737 program have had, and could continue to have, a material adverse impact on our financial position, results of operations, and/or cash flows.

On January 5, 2024 there was an in-flight incident on a B737 MAX 9 aircraft flown by Alaska Airlines. As a result, the B737 MAX 9 derivative fleet was temporarily grounded by the FAA while certain safety inspections were completed and to

allow the FAA time to review any required maintenance actions. The B737 MAX 9 fleet returned to service on January 26, 2024 after mandatory inspections were completed. We are participating in investigations relating to this incident. We are currently unable to reasonably estimate what impact this incident, including any impacts of investigations, will have on our financial position, results of operations and cash flows.

We have had, and may in the future continue to have, difficulties in managing our cost structure to take into account changes in production schedules or to accommodate a ramp-up in production. We generally need to hire additional employees as rates increase and if we are not able to do so or are not able to do so at an efficient cost, our ability to meet increased production rates could be adversely affected. Conversely, production levels for the B737 MAX program or other programs could be reduced beyond current expectations. Changes in production schedules have materially adversely impacted, and could in the future materially adversely impact, our ability to comply with contractual obligations, our liquidity position and our business, financial condition, results of operations and cash flows.

We depend on Boeing and Airbus as our largest customers, and our business has in the past been, and may in the future be, negatively affected by actions they take, business difficulties they may experience or breaches of their obligations to us.

Boeing is our largest customer, and Airbus is our second-largest customer. For the twelve months ended December 31, 2023 and the twelve months ended December 31, 2022, approximately 64% and 60%, respectively, of our net revenues were generated from sales to Boeing and 19% and 22%, respectively, of our net revenues were generated from sales to Airbus. Although part of our strategy is to diversify our customer base, we cannot assure that we will be successful in doing so. Even if we are successful in obtaining new customers, we expect that Boeing and Airbus will continue to account for a substantial portion of our sales. Our contracts with Boeing and certain of our contracts with Airbus are requirements contracts that do not require specific minimum purchase volumes. Boeing or Airbus can reduce, or increase, their purchase volumes at any time, and the advance notice we receive regarding any such changes may not be sufficient for us to be able to adequately prepare for the changes. If either of these customers reduces the requirements under our agreements (as Boeing did in 2019, 2020, and 2021 due to the B737 MAX grounding and the COVID-19 pandemic and other customers did in 2020 and 2021 due to the COVID-19 pandemic), terminates the agreements or portions of them (due to our breach), suspends or terminates one or more purchase orders in whole or in part, a termination for convenience (which is a provision included in most of the contracts) or otherwise, experiences a major disruption in its business (such as a strike, work stoppage, slowdown, or a supply chain problem) or experiences a deterioration in its business, financial condition, access to credit, or liquidity, our business, financial condition, and results of operations could be materially adversely affected. Any monetary damages we receive from Airbus or Boeing as a result of a contractual termination may not be sufficient to cover our actual damages.

We have incurred significant operating losses in the last few years, and we cannot guarantee you that we will not incur substantial operating losses in the future.

Since 2020, we have incurred significant operating losses. Our net loss attributable to common shareholders was $616.2 million, $545.7 million, and $540.8 million for the years ended December 31, 2023, 2022, and 2021, respectively. We cannot guarantee that we will not incur significant expenses and operating losses in the future, including as a result of the risks described in this section. We have relied, and may continue to rely, on our customers and sources of debt and equity financing to operate our business, and we cannot guarantee you that we will have access to these liquidity sources on terms acceptable to us, or at all. The net losses we incur may fluctuate significantly from quarter to quarter and year to year. If we are unable to become or remain profitable and we continue to have operating losses, our business, financial condition, and results of operations could be materially adversely affected and the value of our securities, including our common stock, could significantly decline.

Our backlog is subject to change, potentially with short notice.

From time to time, we disclose our expected backlog associated with large commercial aircraft, business and regional jets, and military equipment deliveries, calculated based on contractual and historical product prices and expected delivery volumes. Impacts from global events have in the past caused, and may in the future cause, our backlog to deteriorate due to order cancellations or delays, potentially with short notice. Backlog is calculated based on Boeing's and Airbus' announced backlog on our supply agreements (which are based on orders from customers) and the number of units the Company is under contract to produce on our fixed quantity contracts. Accordingly, we rely on the latest available information from Boeing and Airbus to calculate our backlog, which may not reflect cancellations they expect to make but have not yet announced. The number of units may be subject to cancellation or delay by the customer prior to shipment, depending on contract terms. For example, our contract with Boeing for the B737 program is a requirements contract, and Boeing can reduce the purchase volume at any time. The level of unfilled orders at any date during the year may be materially affected by the timing of our receipt of firm orders and additional airplane orders, and the speed with which those orders are filled. Accordingly, our expected backlog does not necessarily represent the actual amount of deliveries or sales for any future period.

Our business depends, in part, on securing work for replacement programs.

While we have entered into long-term supply agreements with respect to the Sustaining Programs, Boeing does not have any obligation to purchase components from us for any subsequent variant of these aircrafts that is not a commercial derivative as defined by the Sustaining Agreement. If we are unable to obtain significant aerostructures supply business for any variant of these aircrafts for which we provide significant content, such as the B737 MAX, our business, financial condition, and results of operations could be materially adversely affected.

We operate in a very competitive business environment.

As the Company seeks to further diversify its program portfolio and product offerings and expand its customer base, we face substantial competition from both OEMs and non-OEM aerostructures suppliers. OEMs may choose not to outsource production of aerostructures due to, among other things, their own direct labor and other overhead considerations and capacity utilization at their own facilities. Consequently, traditional factors affecting competition, such as price and quality of service, may not be significant determinants when OEMs decide whether to produce a part in-house or to outsource.

Some of our non-OEM competitors have greater resources than we do and may be able to adapt more quickly to new or emerging technologies and changes in customer requirements or devote greater resources to the promotion and sale of their products than we can. Consolidation of or partnerships among our competitors could also increase their financial resources, market penetration and purchasing power. Providers of aerostructures have traditionally competed on the basis of cost, technology, quality, and service. We believe that developing and maintaining a competitive advantage will require continued investment in product development, engineering, supply-chain management, and sales and marketing, and we may not have enough resources to make such investments.

It is very difficult for new aerostructures suppliers to compete against incumbent suppliers for work under an existing contract, because the OEM and the supplier typically spend significant amounts of time and capital on design, manufacture, testing, and certification of tooling and other equipment. A supplier change would require further testing and certification and the expensive movement of existing tooling or the development of new tooling, and would likely result in production delays and additional costs to both the OEM and the new supplier. These high switching costs make it more difficult for us to bid competitively against existing suppliers and less likely that an OEM will be willing to switch suppliers during the life of an aircraft program, which could materially adversely affect our ability to obtain new work on existing aircraft programs.

Prolonged periods of inflation where we do not have adequate inflation protections in our customer contracts have had, and could continue to have, a material adverse effect on our results of operations.

A majority of our sales are conducted pursuant to long-term contracts that set fixed unit prices and may include specific periods when prices are renegotiated. Certain, but not all, of these contracts provide for price adjustments for inflation or abnormal escalation. Although we have attempted to minimize the effect of inflation on our business through contractual protections, as a result of the presence of longer pricing periods within our contracts, we have been, and will in the future be, impacted by sustained or higher than anticipated increases in costs of labor or material. Prolonged global inflationary pressures have impacted energy, freight, raw material and other costs in addition to increased interest costs and labor costs. As described above, in certain situations, we have the ability to recover certain abnormal inflationary impacts through our contractual agreements with our customers. However, in most instances we must fully absorb cost overruns, and we anticipate that we will experience reduced levels of profitability related to inflationary impacts until such time as the rate of inflation subsides to

normal historical levels. Furthermore, the price of certain raw materials on which we are dependent (*e.g.*, aluminum, titanium, or composite material) have had, and could continue to have isolated price increases without inflationary impacts on the broader economy, where we are not entitled to inflation protection under certain of our contracts. Substantial cost increases have had, and could continue to have, a material adverse effect on our results of operations.

Our commercial business is cyclical and sensitive to commercial airlines' profitability.

Our customers' business, and therefore our own, is directly affected by the financial condition of commercial airlines and other economic factors, including global economic conditions and geopolitical considerations that affect the demand for air transportation. Specifically, our commercial business is dependent on the demand from passenger airlines and cargo carriers for the production of new aircraft. Accordingly, demand for our commercial products is tied to the worldwide airline industry's ability to finance the purchase of new aircraft and the industry's forecasted demand for seats, flights, routes, and cargo capacity. Availability of financing to non-U.S. customers depends in part on the continued operations of the U.S. Export-Import Bank. The level of interest rates, which have fluctuated significantly in the past and are likely to fluctuate in the future, also could have an adverse effect on the ability of the airline industry to finance the purchase of new aircraft. Additionally, the size and age of the worldwide commercial aircraft fleet affects the demand for new aircraft and, consequently, for our products. Such factors, in conjunction with evolving economic conditions, cause the market in which we operate to be cyclical to varying degrees, thereby affecting our business and operating results.

Our business and results of operations have been, and could in the future be, adversely impacted, possibly materially, by pandemics and other public health emergencies, or the fear thereof.

Pandemics, including the COVID-19 pandemic, and other public health emergencies, or the fear thereof, have in the past negatively affected, and may in the future negatively affect, our business and results of operations. Factors that have in the past impacted, and may in the future impact, our business and results of operations include: the severity, extent, and duration of the pandemic or public health emergency and its impact on the aircraft industry and aviation demand; any production suspensions or reductions relating to the pandemic or public health emergency; the effectiveness of vaccines and treatments; government health and protection policies, including travel restrictions and bans, bans on public gatherings, and closures of non-essential businesses; vaccination requirements, including any potential impacts on our ability to retain and recruit the workforce required to meet production requirements; economic stimulus efforts; economic recessions; any inability of significant portions of our workforce to work effectively, including because of illness, remote work, quarantines, social distancing, government actions or other restrictions; potential lawsuits or regulatory actions due to spread of the pandemic or other public health emergency in the workplace; our ability to maintain our compliance practices and procedures, financial reporting processes and related controls, and to manage any complex accounting issues; any impacts on our vendors and outsourced business processes and their process and controls documentation; potential failure or reduced capacity of third parties on which the Company relies, including suppliers, lenders, and other business partners, to meet the Company's obligations and needs; the impact on our contracts with our customers and suppliers, including force majeure provisions; the impact on the financial markets, including volatility in the financial markets; the availability and cost of credit to the Company; supply chain disruptions; and increased costs for transportation and raw materials.

The COVID-19 pandemic created significant disruptions that have in the past adversely affected, and could in the future adversely affect, our business, financial condition, liquidity and results of operations. The extent to which the COVID-19 pandemic will negatively affect our businesses, financial condition, liquidity and results of operations will depend on, among other things, future developments, including any resurgence of cases, the emergence of new variants of the virus and the effectiveness of vaccines and treatments over the long term and against new variants, which are highly uncertain and cannot be predicted.

Our business and results of operations could be adversely affected by disruptions in the global economy caused by Russia's invasion of Ukraine and the conflict in the Middle East and related sanctions and other developments.

The war between Russia and Ukraine has negatively affected, and the war as well as the conflict in the Middle East may in the future negatively affect, the global economy. Governments around the world have imposed economic sanctions and export controls on certain industry sectors and parties in Russia and other jurisdictions, and Russia has responded with its own restrictions against investors and countries outside Russia and adopted additional measures aimed at non-Russia owned businesses. The war in the Middle East may also result in sanctions being imposed in response to the conflict, including trade and transport restrictions. Businesses in the U.S. and globally have experienced shortages in materials and increased costs for transportation, energy and raw materials due in part to the negative effects of the war in Ukraine on the global economy. The war between Russia and Ukraine, the conflict in the Middle East and other hostilities have resulted in, and could continue to result in, among other things, supply chain disruptions (including accelerated changes to alternate sourcing of certain raw

materials, which has resulted in increased costs), further increased risk of cyber-attacks, higher inflation and market volatility. For example, although the recent outbreak of war in Israel and the Gaza Strip has not materially impacted our supply chain, the potential for expansion of the conflict in the surrounding region may impact certain of our suppliers' ability to continue production or make timely deliveries of supplies required for us to produce and timely deliver our products. The extent and duration of these conflicts, sanctions and resulting market disruptions are impossible to predict, and our business and results of operations could be materially adversely affected.

Risks Related to Our Operations

Our business depends on our ability to maintain a healthy supply chain, meet production rate requirements, and timely deliver products that meet or exceed stringent quality standards.

Our business depends on our ability to maintain a healthy supply chain, achieve planned production rate targets, and meet or exceed stringent delivery, performance and reliability standards. The supply chain for large commercial aerostructures is complex and involves hundreds of suppliers and their employees from all over the world. Certain parts of our supply chain have experienced, and may continue to experience, various challenges, including inflationary pressures, financial difficulties and challenges related to hiring and retaining a skilled workforce.

In addition, operational issues, including delays or defects in supplier components, have resulted and could continue to result in significant out-of-sequence work and increased production costs, as well as delayed deliveries to customers. Our suppliers' failure to provide parts that meet our technical specifications has adversely affected and could continue to adversely affect production schedules and contract profitability. We have not always been able to find and in the future we may not be able to find acceptable alternatives, and any such alternatives in some cases have resulted and could continue to result in increased costs for us and forward losses on certain contracts. Even if acceptable alternatives are found, the process of locating and securing such alternatives has been and may continue to be disruptive to our business, including our ability to execute any factory recovery plans, and might lead to termination of our supply agreements with our customers.

Our suppliers continue to encounter financial difficulty due to the pandemic and residual effects of the B737 MAX grounding. Absent financial support, suppliers may not be able to meet commitments under their agreements with us. In the past our suppliers have, and they could in the future, fail to supply critical parts individually or in the aggregate and if we are not able to secure timely and adequate replacements, we may breach our obligations to our customers. As a result of a breach, customers generally may terminate their agreements or proceed against us for damages and our business, financial condition, results of operations and cash flows could be materially adversely impacted.

Additionally, the Company's ability to meet production rate increases is dependent upon several factors, including expansion and alignment of its production facilities, tooling, and equipment; improved efficiencies in its production line; on-time delivery of component parts from the Company's suppliers; adequate supply and costs of skilled labor; and implementation of customer customizations upon demand. From time-to-time the Company has experienced, and may continue to experience, quality or delivery timing disruptions. This includes common carrier disruptions and other disruptions that affect manufacturing lines, any of which could have a material adverse impact on the Company's ability to meet commitments to its customers and on its future financial results.

In some cases, in order to meet these increases in production rates, we have made and will need to make in the future significant capital expenditures to expand our capacity and improve our performance or find alternative solutions such as outsourcing some of our existing work to free up additional capacity. While some of these expenditures will be reimbursed by our customers, we could be required to bear a significant portion of the costs. For example, in October 2023, we entered into a memorandum of agreement with Boeing that, among other things, provides funding for tooling and capital through 2025. However, we cannot assure you that we will always be able to reach similar agreements, and costs not reimbursed by such agreements could be significant. In addition, the increases in production rates could cause disruptions in our manufacturing lines, which could materially adversely impact our ability to meet our commitments to our customers and have a resulting adverse effect on our financial condition and results of operations.

Our operations depend on our ability to maintain continuing, uninterrupted production at our manufacturing facilities and our suppliers' facilities.

Our manufacturing facilities or our suppliers' manufacturing facilities could be damaged or disrupted by, among other things, a natural disaster, war, terrorist activity, interruption of utilities, public health crises (such as the COVID-19 pandemic) or sustained mechanical failure. Although we have obtained property damage and business interruption insurance where we deem appropriate, a sustained mechanical failure of a key piece of equipment, major catastrophe (such as a fire, flood, tornado,

hurricane, major snow storm, or other natural disaster), war, or terrorist activities in any of the areas where we or our suppliers conduct operations could result in a prolonged interruption of all or a substantial portion of our business. Any disruption resulting from these events could cause significant delays in shipments of products and the loss of sales and customers. We may not have insurance to adequately compensate us for any of these events. A large portion of our operations takes place at one facility in Wichita, Kansas, and any significant damage or disruption to this facility in particular would materially adversely affect our ability to service our customers. Additionally, while any insurance proceeds may cover certain business interruption expenses, certain deductibles and limitations will apply and no assurance can be made that all recovery costs will be covered. See also "Increases in labor costs, potential labor disputes, and work stoppages at our facilities or the facilities of our suppliers or customers have impacted, and could materially adversely affect, our financial performance."

Interruptions in deliveries of or increased prices for components or raw materials used in our products have materially adversely impacted, and could continue to materially adversely impact, production and our business.

We are highly dependent on the availability of essential materials and purchased components from our suppliers, some of which are available only from a sole source or limited sources. Our dependency upon regular deliveries from particular suppliers of components and raw materials means that interruptions or stoppages in such deliveries could materially adversely affect our operations until arrangements with alternate suppliers, to the extent alternate suppliers exist, could be made. If any of our suppliers were unable or were to refuse to deliver materials to us for an extended period of time, or if we were unable to negotiate acceptable terms for the supply of materials with these or alternative suppliers, our business could suffer and be materially affected.

Our continued supply of materials is subject to a number of risks including:

- the destruction of or damage to our suppliers' equipment, facilities or their distribution infrastructure;
- global economic conditions, embargoes, force majeure events, domestic or international acts of hostility, terrorism, war, pandemic, or other events impacting our suppliers' ability to perform;
- a work stoppage or strike by our suppliers' employees;
- the failure of our suppliers to provide materials of the requisite quality or in compliance with specifications;
- the failure of our suppliers to satisfy U.S. and international import and export control laws;
- the failure of our suppliers to meet regulatory standards;
- the failure, shortage, or delay in the delivery of raw materials to our suppliers;
- imposition of tariffs and similar import limitations on us or our suppliers; and
- contractual amendments and disputes with our suppliers.

In addition, our profitability is affected by the prices of the components and raw materials, such as titanium, aluminum, steel, and carbon fiber, used in the manufacturing of our products. These prices fluctuate based on factors beyond our control, including inflation, world oil prices, changes in supply and demand, general economic conditions, labor costs, competition, import duties, tariffs, the availability and cost of freight, the availability and cost of utilities, currency exchange rates, hostilities in jurisdictions that affect raw materials and, in some cases, government regulation, and we do not use derivative commodity instruments to hedge our exposure to changes in the price of raw materials. Although our supply agreements with Boeing and Airbus allow us to pass on to our customers certain unusual increases in component and raw material costs in limited situations, in certain cases we have not been, and may in the future not be, fully compensated by the customers for the entirety of any such increased costs.

Cyber-attacks, network security breaches, service interruptions, data corruption or misuse or Privacy Regulation (defined below) violations pose significant risks to our business and operations.

We and our customers, suppliers, and other third parties with which we work rely on information technology networks and systems to manage and support a variety of business activities, including procurement and supply chain, engineering support, and manufacturing. These networks and systems, some of which are managed by third-parties, are susceptible to damage, disruptions, or shutdowns due to failures during the process of upgrading or replacing software, databases or components thereof, power outages, hardware failures, computer viruses, attacks by computer hackers or insiders, telecommunication failures, user errors, or catastrophic events. If these networks and systems suffer severe damage, disruption, or shutdown and our or third parties' business continuity plans do not effectively resolve the issues in a timely manner, our manufacturing process could be disrupted, resulting in late deliveries or even no deliveries if there is a total shutdown. This could have a material adverse effect on our reputation and we could face financial losses.

Further, we have experienced cyber-attacks, and routinely experience cyber security threats and attempts to gain access to sensitive information, as do our customers, suppliers, and other third parties with which we work. We have established threat

detection, monitoring, and mitigation processes and procedures and are continually exploring ways to improve these processes and procedures. However, the scope and impact of any future incident cannot be predicted and we cannot provide assurance that these processes and procedures will be sufficient to prevent cyber security threats from materializing. Although we have not been materially impacted to date by a cyber security incident, we could experience significant operational impacts, financial or information losses and/or reputational harm in the future. Given the increasing complexity and sophistication of the tools and techniques used by threat actors, cyber-attacks can occur and persist for an extended period of time before being detected, and we may not be able to anticipate these acts or respond timely. The extent of a particular cyber incident and the steps that we may need to take to investigate the incident may not be immediately clear, and it can take a significant amount of time before an investigation of the incident can be completed and full and reliable information about the incident is known, if ever. While an investigation is ongoing, we may not know the extent of the harm caused by a cybersecurity incident or how best to remediate any harm. Moreover, new regulations may require us to disclose information about a material cybersecurity incident before it has been resolved or fully investigated. In addition, as threats continue to evolve and increase, and as the regulatory environment related to information security, data collection and use, and privacy has become and continues to become more rigorous, we have been required, and expect to continue to need to, make investments to enhance our detection, monitoring, and mitigation processes and procedures, which could adversely impact our results of operations.

If we are unable to protect sensitive or confidential information from cybersecurity threats and attacks, our customers or governmental authorities could question the adequacy of our threat mitigation and detection processes and procedures and, as a result, our present and future business could be negatively impacted. Data privacy regulations, including but not limited to the General Data Protection Regulation (EU), Data Protection Act 2018 (UK), Law No. 09-08 (Morocco), and Personal Data Protection Act 2010 (Malaysia) (collectively, “Privacy Regulations”), impose a range of compliance obligations applicable to the collection, use, retention, security, processing, and transfer of personally identifiable information. Various U.S. states and other governmental authorities around the world have imposed or are considering similar types of laws and regulations, data breach reporting and penalties for non-compliance and increasing security requirements. These laws and regulations are broad in scope and are subject to evolving interpretation and we have in the past been, and in the future could be, required to incur substantial costs to monitor compliance or to alter our practices. Moreover, these new laws and regulations could diverge and conflict with each other in certain respects. As new privacy-related laws and regulations are implemented, the time and resources needed for us to comply with such laws and regulations, as well as our potential liability for non-compliance and reporting obligations in the case of data breaches, has increased and may further increase. Violations of the Privacy Regulations may result in significant fines and sanctions. Any failure, or perceived failure, to comply with the Privacy Regulations, or any other privacy, data protection, information security, or consumer protection-related privacy laws and regulations, by us or our third parties with whom we are associated could result in financial losses and have an adverse effect on our reputation.

Our success depends in part on the success of our research and development initiatives.

In order for us to remain competitive, we have expended and will need to continue to expend significant capital to research and develop technologies, purchase new equipment and machines, and train our employees in the new methods of production and service. Our expenditures on our research and development efforts may not create any new sales opportunities or increases in productivity that are commensurate with the level of resources invested.

We are in the process of developing specific technologies and capabilities in pursuit of new business and in anticipation of customers going forward with new programs. If any such programs do not go forward or are not successful, or if we are unable to generate sufficient new business, we may be unable to recover the costs incurred in anticipation of such programs or business and our profitability and revenues may be materially adversely affected.

While the Company intends to continue committing financial resources and effort to the development of innovative new technologies, a strain on the Company’s liquidity, such as the strain caused by the B737 MAX grounding and COVID-19 impacts, has in the past reduced and may in the future reduce the Company’s ability to expend capital to develop such technologies.

Significant regulatory, operational, and other risks are posed by climate change and the transition to a “low-carbon” economy in response to climate change.

Increased public awareness and concern over climate change have led to new and proposed legislative and regulatory initiatives internationally, in the U.S. and regionally, and may lead to additional legislation in the future. New or revised laws and regulations, or stricter interpretations of existing laws, in this area could directly and indirectly affect the Company, its customers, or its suppliers by increasing production costs, affecting customer preferences or otherwise impacting operations. Compliance with any new or more stringent laws or regulations, or stricter interpretations of existing laws, could require additional expenditures by the Company and could have an adverse effect on our business, financial condition, and results of

operations. While the transition to a “low-carbon” economy may take place over decades, we are also subject to the risk that, over time, the existing products which provide much of our current revenue may be replaced with “lower-carbon” products the Company does not currently manufacture and which may take a significant amount of time for the Company to develop and manufacture. In addition, demand for the Company’s existing products may decrease as there is no guarantee that the Company will ultimately win substantially similar work content on new aircraft platforms. Additionally, transition to an entirely “low-carbon” portfolio may require material investments by the Company.

In addition, climate change is impacting the severity and frequency of natural disasters, including tornados, floods and hurricanes, and other severe weather events, which have in the past and could in the future disrupt our operations and adversely affect our business in a particular region or globally, as well as the activities of our suppliers and customers. Any of these events could result in temporary or long-term disruption of our operations, including as a result of physical damage to, or complete or partial closure of, one or more of our facilities, or have an impact on the operations of our suppliers or customers. If we are unable to restart operations quickly at key locations, find alternative suppliers or quickly repair damage, we could be late in delivering, or be unable to deliver, products to our customers, which could result in damage to our reputation, business and prospects, any of which could have an adverse effect on our results of operations and financial condition.

Existing insurance arrangements may not provide full protection for the costs that may arise from any climate change-related events, and recurring extreme weather events have in the past increased and could in the future continue to increase the cost of insurance or could reduce the availability of insurance. The risks associated with climate change continue to evolve, and we expect that climate change-related risks may increase over time.

Risks Related to Our Business Strategy

If we fail to implement our business strategy or if our business strategy is ineffective, our financial performance could be materially and adversely affected, and we may not achieve our financial goals.

Our financial performance and success depend in large part upon the effectiveness of our business strategy and our ability to implement our business strategy successfully. Implementation of our business strategy will require effective management of our operational, financial and human resources and will place significant demands on those resources. There are risks involved in pursuing our business strategy, including, but not limited to, those relating to:

- determining which business activities to pursue and prioritize;
- predicting, or responding to, changes in production schedules;
- managing our costs and expenses;
- continued access to capital and credit markets;
- hiring or retaining the personnel, including the executives and skilled workforce, necessary to manage our strategy effectively;
- implementing improvements to operational efficiency; and
- recording material forward losses or changes in estimates.

In addition to the risks set forth above, effectiveness of and the successful implementation of our business strategy could also be affected by a number of factors beyond our control, such as actions by Boeing and Airbus, increased competition, general economic conditions, government regulation and changes in industry trends. We may decide to alter or discontinue certain aspects of our business strategy at any time. If we are not able to implement our business strategy successfully, our long-term growth and profitability may be adversely affected. Even if we are able to implement some or all of the initiatives of our business strategy successfully, our operating results may not improve and could decline substantially.

In connection with our business strategy, we continue to evaluate and refine both our short-term and long-term financial objectives, including guidance we provide from time to time regarding our free cash flow targets and revenue targets for our segments. We may fail to achieve our targeted financial results if we are unsuccessful in implementing our strategies, our estimates or assumptions change or for any other reason. Failure to achieve our stated financial goals has negatively impacted, and could in the future further impact, the market price of our common stock and investor confidence in us.

Our acquisitions, joint ventures, strategic alliances and partnerships expose us to risks, including the risk that we may not be able to successfully integrate these businesses or achieve expected operating synergies.

As part of our business strategy, we from time-to-time have merged with or acquired businesses and/or formed joint ventures and strategic alliances and may continue to do so in the future. Combining our businesses may be more difficult, costly, or time consuming than expected. In addition, events outside of our control, including changes in regulation and laws as

well as economic trends, could adversely affect our ability to realize the expected benefits from an acquisition. The success of our acquisitions will depend on, among other things, our ability to realize the anticipated benefits and cost savings from combining our and the acquired businesses in a manner that facilitates growth opportunities and realizes anticipated synergies and cost savings. The anticipated benefits and cost savings from acquisitions, as well as from joint ventures, strategic alliances and partnerships, may not be realized fully or at all, or may take longer to realize than expected or could have other adverse effects that we do not currently foresee. Further, the integration of acquired companies and managing relationships with joint venture partners involve a number of risks, including, but not limited to the diversion of management's attention to the integration or oversight of operations, difficulties in the assimilation or cooperation of different cultures and practices, reliance on sellers under transition services agreements or partners under joint venture or alliance agreements, as well as in the assimilation of geographically dispersed operations and personnel, difficulties in the integration of departments, systems (including accounting, production, IT, and other critical systems), technologies, books and records and procedures, as well as in maintaining uniform standards, controls (including internal accounting controls), procedures, and policies and compliance with the Foreign Corrupt Practices Act, the U.K. Bribery Act and other applicable anti-bribery laws.

We face risks as we work to successfully execute on new or maturing programs.

New or maturing programs with new technologies typically carry risks associated with design responsibility, development of new production tools, hiring and training of qualified personnel, increased capital and funding commitments, ability to meet customer specifications, delivery schedules, unique contractual requirements, supplier performance, ability of the customer to meet its contractual obligations to us, and our ability to accurately estimate costs associated with such programs. In addition, any new or maturing aircraft program may not generate sufficient demand or may experience technological problems or significant delays in the regulatory certification or manufacturing and delivery schedule. If we were unable to perform our obligations under new or maturing programs to a customer's satisfaction or manufacture products at our estimated costs, if we were unable to successfully perform under revised design and manufacturing plans or successfully resolve claims and assertions, or if a new or maturing program in which we had made a significant investment were to be terminated or experienced weak demand, delays or technological problems, our business, financial condition, and results of operations could be materially adversely affected. Some of these risks have affected our maturing programs to the extent that we have recorded significant forward losses and maintain certain of our maturing programs at zero or low margins due to our inability to overcome the effects of these risks, which have been greatly exacerbated, and may continue to be impacted, by significantly reduced production volumes, either now or in the future. We continue to face similar risks as well as the potential for default, quality problems, or inability to meet weight requirements and these could result in continued zero or low margins or additional forward losses, and the risk of having to write-off additional inventory if it were deemed to be unrecoverable over the life of the program. In addition, beginning new work on existing programs also carries risks associated with the transfer of technology, knowledge, and tooling.

In order to perform on new or maturing programs we may be required to construct or acquire new facilities requiring additional up-front investment costs. In the case of significant program delays and/or program cancellations, we could be required to bear certain unrecoverable construction and maintenance costs and incur potential impairment charges for the new facilities. Also, we may need to expend additional resources to determine an alternate revenue-generating use for the facilities. Likewise, significant delays in the construction or acquisition of a plant site could impact production schedules.

Risks Related to Legal and Regulatory Matters

The outcome of legal proceedings and government inquiries and investigations involving our business is unpredictable, and an adverse decision in any such matter could have a material effect on our financial position and results of operations.

We are involved in a number of legal proceedings including the proceedings disclosed in Note 22 to the Consolidated Financial Statements, *Commitments, Contingencies and Guarantees*. These claims may divert financial and management resources that would otherwise be used to benefit our operations. No assurances can be given that the results of these matters will be favorable to us. An adverse resolution of any of these lawsuits could have a material impact on our financial position and results of operations. In addition, we are sometimes subject to government inquiries and investigations of our business due, among other things, to the heavily regulated nature of our industry and our participation in government programs. Any such inquiry or investigation could potentially result in an adverse ruling against us, which could have a material impact on our financial position and operating results. If we are unsuccessful in any action, we may be required to pay a significant amount of monetary damages that may be in excess of our insurance coverage.

We do not own most of the program specific intellectual property and tooling used in our business.

Our business depends on using certain intellectual property and tooling that we have rights to use under license grants from our customers. If these licenses are terminated due to a default or otherwise, our business may be materially affected. In addition, we license some of the intellectual property needed for performance under some of our supply contracts from our customers under those supply agreements. We must honor our contractual commitments to our customers related to intellectual property and comply with infringement laws governing our use of intellectual property. In the event we obtain new business from new or existing customers, we will need to pay particular attention to these contractual commitments and any other restrictions on our use of intellectual property to make sure that we will not be using intellectual property improperly in the performance of such new business. In the event we use any such intellectual property improperly, we could be subject to an infringement or misappropriation claim by the owner or licensee of such intellectual property.

In the future, our entry into new markets may be facilitated by obtaining additional license grants from our customers. If we are unable to negotiate additional license rights on acceptable terms (or at all) from these customers, our ability to enter new markets may be restricted.

Our business could be materially adversely affected by product warranty obligations or defective product claims.

We are exposed to liabilities that are unique to the products and services we provide. Our operations expose us from time to time to rework obligations, liabilities for warranty or other claims with respect to aircraft components that have been designed, manufactured, or serviced by us or our suppliers. We maintain insurance for certain risks, but the amount of our insurance coverage may not cover all claims or liabilities and we may be forced to bear substantial costs. Material obligations in excess of our insurance coverage (or other third-party indemnification) could have a material adverse effect on our business, financial condition, and results of operations.

For example, in April 2023, we issued a notice of escapement to Boeing related to a quality issue on the B737 Vertical Fin Attach Fitting, which impacted production costs, including the impact of factory disruption. Although this issue was resolved as a result of the memorandum of agreement with Boeing entered into on October 12, 2023 (the “2023 MOA”) as to quality issues with our products, it can be difficult or impossible to estimate total costs relating to such issues as a result of the uncertainty regarding, among other things, the total number of affected units, the methods of acceptable repair, the total amount of time required to complete any repairs, and at what point in time and what manner repairs would be completed. Quality issues with our products have resulted, and could in the future result, in negative publicity and have in the past had, and could in the future have, material adverse impacts on our production costs (including as a result of factory disruption), our reputation, our stock price and/or our business, financial condition and results of operations. In addition, from time to time, we make changes to our build processes in light of quality issues. These changes to our processes can require significant investment and we cannot guarantee that the changes will be successful and that any quality issues will be resolved. If our products are found to be defective and lacking in quality, or if one of our products causes an accident, our reputation could be damaged and our ability to retain and attract customers could be materially adversely affected.

The profitability of certain programs depends significantly on the assumptions surrounding satisfactory settlement of customer claims and assertions.

For certain of our programs, we regularly commence work or incorporate customer requested changes prior to negotiating pricing terms for engineering work or the product that has been modified. We typically have the contractual right to negotiate pricing for customer directed changes. In those cases, although we assert to our customers our contractual rights to obtain the additional revenue or cost reimbursement we expect to receive upon finalizing pricing terms, we cannot guarantee that will always be successful in doing so. An expected recovery value of these assertions is incorporated into our contract profitability estimates. Our inability to recover these expected values, among other factors, has resulted, and could continue to result, in the recognition of significant forward loss on certain programs and has had, and could continue to have, a material adverse effect on our results of operations.

Risks Related to Our Governmental and Global Activities

Our global footprint subjects us to the risks of doing business in foreign countries.

We have activities and operations globally (through wholly owned indirect or direct subsidiaries and joint ventures), including in the United Kingdom, France, Malaysia, Morocco, China and Taiwan. In addition, we derive a significant portion of our revenues from sales by Boeing and Airbus to customers outside the U.S and, for the twelve months ended December 31, 2023 and December 31, 2022, direct sales to our non-U.S. customers accounted for approximately 23% and 24%, respectively, of our net revenues. We expect that our and our customers' international sales will continue to account for a significant portion of our net revenues for the foreseeable future. As a result, we are subject to risks of doing business internationally, including:

- changes in regulatory requirements applicable to our industry and business, including without limitation, changes in tariffs (imposed or threatened) on imports, including tariffs imposed in a retaliatory manner on U.S. exports, embargoes, export controls, and other trade restrictions or barriers;
- changes in the political, economic, legal, tax and social conditions in the countries we do business in;
- changes in policies and initiatives including with respect to foreign exchange, foreign investment, and government industrial cooperation requirements;
- the ability to secure clearances, approvals or licenses, including any requirements mandated by the U.S. Commerce Department, to maintain the ability to provide product or services to certain countries or customers;
- compliance with foreign labor laws, which generally provide for increased notice, severance and consultation requirements compared to U.S. laws; difficulties enforcing intellectual property and contractual rights in certain jurisdictions; the complexity and necessity of using foreign representatives and consultants;
- uncertainties and restrictions concerning the availability of funding credit or guarantees;
- potential or actual withdrawal or modification of international trade agreements;
- modifications to sanctions imposed on other countries; changes to immigration policies that may present risks to companies that rely on foreign employees or contractors;
- compliance with antitrust and competition regulations;
- differences in business practices;
- the difficulty of management and operation of an enterprise spread over various countries;
- compliance with a variety of foreign laws, as well as U.S. laws affecting the activities of U.S. companies abroad, including the Foreign Corrupt Practices Act, the U.K. Bribery Act and other applicable anti-bribery and sanctions laws; and
- economic and geopolitical developments and conditions, including domestic or international hostilities (including the wars in Ukraine and the Middle East), acts of terrorism or war and governmental reactions, inflation, trade relationships, and military and political alliances.

While these factors and the effect of these factors are difficult to predict, adverse developments in one or more of these areas have in the past materially adversely affected, and could in the future materially adversely affect, our business, financial condition, and results of operations in the future.

Our business is subject to regulation in the U.S. and internationally.

The manufacturing of our products is subject to numerous federal, state, and foreign governmental regulations including related to environmental, health and safety laws and regulations. The number of laws and regulations that are being enacted or proposed by various governmental bodies and authorities are increasing. Compliance with these regulations is difficult and expensive. If we fail to adhere, or are alleged to have failed to adhere, to any applicable federal, state, or foreign laws or regulations, or if such laws or regulations negatively affect sales of our products, our business, prospects, results of operations, financial condition, or cash flows may be adversely affected by penalties or sanctions or reputational degradation. In addition, our future results could be adversely affected by changes in applicable federal, state, and foreign laws and regulations, or the interpretation or enforcement thereof.

Our operations involve the use of large amounts of hazardous substances and regulated materials and generate many types of wastes, including emissions of hexavalent chromium and volatile organic compounds, and certain chlorinated and brominated hydrocarbon solvents, greenhouse gases such as carbon dioxide. Spills and releases of these materials may subject us to clean-up liability for remediation and claims of alleged personal injury, property damage, and damage to natural resources, and we may become obligated to reduce our emissions of hexavalent chromium, volatile organic compounds and/or greenhouse gases. We cannot give any assurance that the aggregate amount of future remediation costs and other environmental liabilities will not be material.

The Company's chemical milling and vapor degreasing processes use various regulated substances that are identified as TSCA (Toxic Substances Control Act) initial chemicals evaluated in risk assessments prescribed by the Lautenburg Chemical Safety Act in the U.S., and therefore may be subject to additional regulations in the near future. The Company is investigating the use of alternative solvents and processes, including control technologies which may require material expenditures, however this business will remain dependent on the availability, use and cost of these materials for the immediate future. To the extent these alternative solutions are not viable, or any enacted regulation does not provide an exception, there could be material capital expenditures required to comply with elimination of the chemicals used in our current processes.

In connection with prior acquisitions, we may be indemnified or insured, subject to certain contractual limitations and conditions, for certain clean-up costs and other losses, liabilities, expenses, and claims related to existing environmental conditions on the acquired properties. If indemnification or insurance is not sufficient to cover any potential environmental liability, we may be required to make material expenditures.

In the future, contamination may be discovered at or emanating from our facilities or at off-site locations where we send waste. The remediation of such newly discovered contamination, related claims for personal injury or damages, or the enactment of new laws or a stricter interpretation of existing laws, may require us to make additional expenditures, some of which could be material. See Item 1. "Business - Regulatory Matters."

As a manufacturer and exporter of defense and dual-use technical data and commodities, we are subject to U.S. laws and regulations governing international trade and exports, including, but not limited to, the International Traffic in Arms Regulations, administered by the U.S. Department of State, and the Export Administration Regulations, administered by the U.S. Department of Commerce. Collaborative agreements that we may have with foreign persons, including manufacturers and suppliers, are also subject to U.S. export control laws. In addition, we are subject to trade sanctions against embargoed countries, which are administered by the Office of Foreign Assets Control within the U.S. Department of the Treasury. A determination that we have failed to comply with one or more of these export controls or trade sanctions could result in civil or criminal penalties, including the imposition of fines upon us as well as the denial of export privileges and debarment from participation in U.S. government contracts. Additionally, restrictions may be placed on the export of technical data and goods in the future as a result of changing geopolitical conditions. Any one or more of such sanctions could have a material adverse effect on our business, financial condition, and results of operations.

The U.S. Government is a significant customer of certain of our customers, and we and they are subject to specific U.S. Government contracting rules and regulations.

We provide aerostructures to defense aircraft manufacturers. Our defense customers' businesses, and by extension, our business, is affected by the U.S. Government's continued commitment to programs under contract with our customers. Contracts with the U.S. Government generally permit the government to terminate contracts partially or completely, with or without cause, at any time. An unexpected termination of a significant government contract, a reduction in expenditures by the U.S. Government for aircraft using our products, lower margins resulting from increasingly competitive procurement policies, a reduction in the volume of contracts awarded to us, or substantial cost overruns could materially reduce our cash flow and results of operations. We bear the potential risk that the U.S. Government may unilaterally suspend our defense customers or us from new contracts pending the resolution of alleged violations of procurement laws or regulations.

Decline in the U.S. defense budget or change of defense strategies or funding priorities (as a result of political environment, macroeconomic conditions and the ability of the U.S. Government to enact legislation or otherwise) may reduce demand for our defense customers' aircraft or lead to competitive procurement conditions, which may reduce our defense business sales or margins. Further, changes in U.S. Government procurement policies, regulations, initiatives and requirements may adversely impact our ability to grow our defense business.

The Federal Aviation Administration prescribes standards and qualification requirements for aerostructures, including virtually all commercial airline and general aviation products, and licenses component repair stations within the U.S. Comparable agencies, such as the European Aviation Safety Agency in Europe, regulate these matters in other countries. If we fail to qualify for or obtain a required license for one of our products or services or lose a qualification or license previously granted, the sale of the subject product or service would be prohibited by law until such license is obtained or renewed and our business, financial condition, and results of operations could be materially adversely affected. In addition, designing new products to meet existing regulatory requirements and retrofitting installed products to comply with new regulatory requirements can be expensive and time consuming.

A facility securities clearance ("FCL") is required for a company to be awarded and perform on classified contracts for the Department of Defense ("DOD") and certain other agencies of the U.S. Government. If we were to violate the terms and

requirements of the National Industrial Security Program Operating Manual or any other applicable U.S. Government industrial security regulations, we could lose our FCLs. We cannot give any assurance that we will be able to maintain our FCLs. If for some reason our FCLs are invalidated or terminated, we may not be able to continue to perform under our classified contracts in effect at that time, and we would not be able to enter into new classified contracts, which could adversely affect our revenues.

Under applicable federal regulations for defense contractors, we are required to comply with the Cybersecurity Maturity Model Certification ("CMMC") program in the next several years and other similar cybersecurity requirements. Compliance with the CMMC is costly and complex. To the extent that we are unable to comply with the CMMC or other requirements, we may be unable to maintain or grow our business with the DOD or its prime customers.

Risks Related to Employment Matters

In order to be successful, we must attract, retain, train, motivate, develop and transition key employees, and failure to do so could harm our business.

In order to be successful, we must attract, retain, train, motivate, develop, and transition qualified executives and other key employees, including those in managerial, manufacturing, and engineering positions. Competition for experienced employees in the aerospace industry, and particularly in Wichita, Kansas, where the majority of our manufacturing and executive offices are located, is intense. Our ability to attract and retain qualified executives and other key employees depends on a number of factors, including prevailing market conditions and compensation packages offered by companies competing for the same talent. The location of our offices, particularly our headquarters in Wichita, Kansas, and our remote working arrangements may not meet the needs or expectations of our employees, including senior management or other key employees, or may not be viewed as competitive, which could negatively impact our ability to attract and retain highly skilled employees.

The failure to successfully hire executives, including a new chief executive officer, and key employees or to implement succession plans for executives and key employees, or the loss of any executives and key employees, could have a significant impact on our operations. Further, changes in our management team may be disruptive to our business and any failure to successfully transition and assimilate key new hires or promoted employees could adversely affect our business and results of operations. In particular, we have to incur costs to replace executives or other key employees who leave, and our ability to execute our business strategy could be impaired if we are unable to replace such persons in a timely manner or at all.

In addition, the Company's operations and strategy require that we employ a critical mass of highly skilled employees with industry experience and engineering, technical, or mechanical skills. As the Company experiences an increase in retirements, the level of skill replacing our experienced workers is being impacted due to the availability of skilled labor in the market and low unemployment rates. As the Company has expanded its defense business, the Company faces risks related to its ability to hire and retain individuals who have, are able to obtain, a security clearance. Our inability to attract and retain skilled employees may adversely impact our ability to meet our customers' expectations, the cost and schedule of development projects, and the cost and efficiency of existing operations.

Increases in labor costs, potential labor disputes, and work stoppages at our facilities or the facilities of our suppliers or customers have impacted, and could materially adversely affect, our financial performance.

Our financial performance is affected by the availability of qualified personnel and the cost of labor. A majority of our workforce is represented by unions. If we were unable to renew major labor agreements at expiration, or if our workers were to engage in a strike, work stoppage, or other slowdown, we could experience a significant disruption of our operations, which could cause us to be unable to deliver products to our customers on a timely basis and could result in a breach of our supply agreements. This could result in a loss of business and an increase in our operating expenses, which could have a material adverse effect on our business, financial condition, and results of operations. For example, on June 21, 2023, employees represented by the International Association of Machinists and Aerospace Workers ("IAM") voted to reject the Company's contract offer and strike. In response, the Company suspended its Wichita operations and IAM represented employees began to strike following the expiration of the contract on June 24, 2023. Although a new contract was ratified by IAM-represented employees on June 29, 2023, our labor costs will be higher than the previous IAM contract by approximately $80.0 million annually and we incurred strike disruption charges, changes in estimates during the period related to higher wages and other employee benefits resulting from the new contract and a reduction in deliveries of certain aircraft, including the B737, which will negatively impact expected revenue, earnings and cash flow. Any future strike or similar disruption could have similar adverse impacts. In addition, our non-unionized labor force may become subject to labor union organizing efforts, which could cause us to incur additional labor costs and increase the related risks that we now face.

Due to the receipt of occasional government incentives, we have certain commitments to keep our programs in their current locations. This may prevent us from being able to offer our products at prices that are competitive in the marketplace and could have a material adverse effect on our ability to generate new business.

In addition, many aircraft manufacturers, airlines, and aerospace suppliers, including certain of our customers, have unionized work forces. Any strikes, work stoppages, or slowdowns experienced by aircraft manufacturers, airlines, or aerospace suppliers could reduce our customers' demand for additional aircraft structures or prevent us from completing production of our aircraft structures. Union negotiations, strikes, work stoppages, or slowdowns at our customers could also directly or indirectly impact our business.

We could be required to make future contributions to our defined benefit pension and post-retirement benefit plans and our costs may substantially increase in connection with such plans as a result of adverse changes in interest rates and the capital markets, changes in actuarial assumptions and legislative or other regulatory actions.

Our estimates of liabilities and expenses for pensions and other post-retirement benefits incorporate significant assumptions including the rate used to discount the future estimated liability, the long-term rate of return on plan assets, and several assumptions relating to the employee workforce (salary increases, medical costs, retirement age, and mortality). A dramatic decrease in the fair value of our plan assets resulting from movements in the financial markets or a decrease in discount rates may cause the status of our plans to go from an over-funded status to an under-funded status and result in cash funding requirements to meet any minimum required funding levels. Our results of operations, liquidity, or shareholders' equity in a particular period could be affected by a decline in the rate of return on plan assets, the rate used to discount the future estimated liability, or changes in employee workforce assumptions.

In 2020, we acquired the outstanding equity of Short Brothers plc ("Shorts") and Bombardier Aerospace North Africa SAS ("BANA"), and substantially all the assets of the maintenance, repair and overhaul business in Dallas, Texas, along with the assumption of certain liabilities of Shorts and BANA. Shorts sponsors the Shorts Pension, a defined benefit pension plan that is closed to new participants. The Shorts Pension closed to the future accrual of additional benefits for current participants at the end of 2021.

Following future valuations of the Shorts Pension's assets and liabilities or following future discussions with the Shorts Pension's trustee, the annual funding obligation and/or the arrangements to ensure adequate funding for the Shorts Pension may change. The future valuations under the Shorts Pension are affected by a number of assumptions and factors, including legislative or other regulatory changes; assumptions regarding interest rates, currency rates, inflation, mortality, and retirement rates; the investment strategy and performance of the Shorts Pension's assets; and actions by the U.K. Pensions Regulator. Recent volatile economic conditions have increased the risk that the funding requirements increase following the next triennial valuation. The U.K. Pensions Regulator also has powers under the Pensions Act 2004 to impose a contribution notice or a financial support direction on Shorts (and other persons connected with the Company or Shorts) if, in the case of a contribution notice, the U.K. Pensions Regulator reasonably believes such person has been party to an act, or deliberate failure to act, intended to avoid pension liabilities or that is materially detrimental to the pension plan, or, in the case of a financial support direction, if a plan employer is a service company or insufficiently resourced and the Pensions Regulator considers it is reasonable to act against such a person. A significant increase in the funding requirements for Shorts Pension could result in the imposition of additional financial contributions to the Shorts Pension and, if such required contributions are significant, could have a material adverse effect on Shorts or our business, financial condition, and results of operations.

Risks Related to our Debt, Liquidity, Financial Estimates and Taxes

Declines in our financial condition and performance and reductions in our credit ratings have increased our borrowing costs and adversely affected the market price of our securities. Any additional declines could further impact our borrowing costs, impact the market price of our securities or limit our ability to obtain future financing or otherwise impair our business, financial condition, and results of operations.

Our business requires significant capital. Declines in our financial condition or performance for any reason have increased our borrowing costs and affected the market price of our securities, and could in the future further increase our borrowing costs, impact the market price of our securities or limit our ability to access the credit and capital markets. There can be no assurance that we will be able to access the capital or credit markets or, if we do have such access, that it will be on favorable terms.

As of December 31, 2023, our corporate credit ratings were B by Standard & Poor's Global Ratings, and B2 by Moody's Investors Service, Inc. These ratings and our current credit condition affects, among other things, our ability to access new

capital. Negative changes to these ratings have in the past resulted in, and may in the future result in, more stringent covenants and higher interest rates under the terms of any new debt.

The ratings reflect, among other things, the agencies' assessment of our ability to pay interest and principal on our debt securities and credit agreements. A rating is not a recommendation to purchase, sell, or hold securities. Each rating is subject to revision or withdrawal at any time by the assigning rating organization. Each rating agency has its own methodology for assigning ratings and, accordingly, each rating should be considered independently of all other ratings. Lower ratings would typically result in higher interest costs of debt securities when they are sold, could make it more difficult to issue future debt securities, could require us to provide creditors with more restrictive covenants, which would limit our flexibility and ability to pay dividends and may require us to pledge additional collateral under our credit facility. Any downgrade in our credit ratings could have a material adverse effect on our business or financial condition.

Limitations on our ability to access the capital or credit markets, unfavorable terms or general reductions in liquidity may adversely and materially impact our business, financial condition, and results of operations.

Our debt could adversely affect our financial condition and our ability to operate our business due to significant restrictions in our Credit Agreement, which could also adversely affect our operating flexibility and put us at a competitive disadvantage.

As of December 31, 2023, we had total debt of $4,083.5 million. In addition to our debt, as of December 31, 2023, we had $23.1 million of letters of cred and letters of guarantee outstanding.

Our significant indebtedness could adversely affect our business, results of operations and financial condition in a number of ways by, among other things:

- making it more difficult for us to satisfy our obligations with respect to our debt;
- limiting our ability to obtain additional financing to fund future working capital, capital expenditures, strategic acquisitions or other general corporate requirements;
- requiring a substantial portion of our cash flows to be dedicated to debt service payments instead of other purposes;
- increasing our vulnerability to general adverse economic and industry conditions;
- limiting our financial flexibility in planning for and reacting to changes in the industry in which we compete;
- having a material adverse effect on us if we fail to comply with the covenants in the Credit Agreement or in the indentures governing our long-term bonds or in the instruments governing our other debt; and
- increasing our cost of borrowing.

The terms of our Credit Agreement impose significant restrictions on us, and subject to certain exceptions, limit our ability, among other things, to:

- incur additional debt or issue preferred stock with certain terms;
- pay dividends or make distributions to our stockholders over certain amounts;
- repurchase or redeem our capital stock;
- make investments;
- incur liens;
- enter into transactions with our stockholders and affiliates;
- sell certain assets;
- acquire the assets of, or merge or consolidate with, other companies;
- incur restrictions on the ability of our subsidiaries to make distributions or transfer assets to us; and
- enter into strategic transactions.

We cannot assure you that we will be able to maintain compliance with the covenants in the agreements governing our indebtedness in the future or, if we fail to do so, that we will be able to obtain waivers from the lenders and/or amend the covenants. Additionally, the terms of any future indebtedness we may incur could include more restrictive covenants. If we incur additional debt, the risks related to our high level of debt could intensify.

As of December 31, 2023, we had $823.5 in cash and cash equivalents. If we are unable to generate sufficient cash flow to service our debt and meet our other commitments, we may need to refinance all or a portion of our debt, sell material assets or operations, or raise additional debt or equity capital. We cannot provide assurance that we could affect any of these actions on a timely basis, on commercially reasonable terms or at all, or that these actions would be sufficient to meet our capital

requirements. In addition, the terms of our existing or future debt agreements may restrict us from effecting certain or any of these alternatives.

We use estimates in accounting for revenue and cost for our contracts. Changes in our estimates have materially adversely affected, and could in the future materially adversely affect, our financial performance.

The Company recognizes revenue using the principles of Accounting Standards Codification ("ASC") Topic 606, Revenue from contracts with customers ("ASC 606"), and estimates revenue and cost for contracts that span a period of multiple years. This method of accounting requires judgment on a number of underlying assumptions to develop our estimates such as favorable trends in volume, learning curve efficiencies, and future pricing from suppliers that reduce our production costs. However, several factors may cause the costs we incur in fulfilling these contracts to vary substantially from our original estimates such as technical problems, delivery reductions, materials shortages, supplier difficulties, strikes and production pauses, realization targets, existence and execution of factory recovery plans caused by these factors, and other factors. Other than certain increases in raw material costs that can generally be passed on to our customers, in most instances we must fully absorb cost overruns. Due to the significant length of time over which some revenue streams are generated, the variability of future period estimated revenue and cost may be adversely affected if circumstances or underlying assumptions change. Our estimated costs have exceeded our estimated revenues under fixed-price contracts in the past, and we have been required to recognize a forward loss on the affected programs, which has had a material adverse effect on our results of operations, and this could recur in the future. The risk particularly applies to products such as the B787, A220, and A350, in that our performance at the contracted price depends on our being able to achieve production cost reductions as we gain production efficiencies. We have incurred forward loss charges on these programs, and further production rate changes or claims relating to inspection and rework requests may result in additional incremental forward loss charges.

Further, some of our long-term supply agreements, such as the Sustaining Agreement and the agreement for the B787 program, provide for the re-negotiation of established pricing terms at specified times in the future. Negotiations have in the past resulted, and could in the future result, in costs that exceed our revenue under a fixed-price contract, or operating margins that are lower than our current margins, and we have in the past and may in the future need to recognize a forward loss on the affected program, which has had and could have a material adverse effect on our results of operations.

Additionally, variability of future period estimated revenue and cost has resulted, and may in the future result, in recording additional valuation allowances against future deferred tax assets, which could adversely affect our future financial performance.

We may not be able to generate sufficient taxable income to fully realize our deferred tax assets.

At December 31, 2023, we have recognized a valuation allowance against nearly all of our net deferred tax assets. Changes that are adverse to the Company could result in the need to record additional deferred tax asset valuation allowances resulting in a charge to results of operations and a decrease to total stockholders' equity.

Risks Related to our Common Stock

We cannot assure you that we will declare and pay cash dividends on our Common Stock at historical levels or at all.

In 2020, the Company announced that its Board of Directors, or Board, reduced its quarterly dividend to a penny per share to preserve liquidity, and in the fourth quarter of 2022, the Board decided to suspend the Company's quarterly cash dividend. We cannot assure you that we will resume declaring and paying cash dividends on our Common Stock at historical levels or at all. The Board regularly evaluates the Company's capital allocation strategy and dividend policy. Any future determination to pay dividends will be at the discretion of our Board and will depend upon, among other factors, our results of operations, financial condition, capital requirements and contractual restrictions, including the requirements of financing agreements to which we may be a party. No assurance can be given that cash dividends will be declared and paid at historical levels or at all.

Spirit Holdings' certificate of incorporation, by-laws and our supply agreements with Boeing contain provisions that could discourage others from acquiring us and may prevent attempts by our stockholders to replace or remove our current management.

Provisions of Spirit Holdings' certificate of incorporation and by-laws may discourage, delay, or prevent a merger or acquisition that stockholders may consider favorable, including transactions in which stockholders might otherwise receive a premium for their shares. In addition, these provisions may frustrate or prevent any attempts by our stockholders to replace or

remove our current management by making it more difficult for stockholders to replace or remove our current Board. These provisions include:

- advance notice requirements for nominations for election to the Board or for proposing matters that can be acted on by stockholders at stockholder meetings; and
- the authority of the Board to issue, without stockholder approval, up to 10 million shares of preferred stock with such terms as the Board may determine.

In addition, our supply agreements with Boeing include provisions giving Boeing the ability to terminate the agreements in the event any of certain disqualified persons acquire a majority of Spirit's direct or indirect voting power or all or substantially all of Spirit's assets. The 2023 MOA with Boeing provides that Spirit cannot, without incurring significant costs, assign any of its rights or interest in (which includes certain specified change of control events set forth in the 2023 MOA) the supply agreements or an order without Boeing's prior written consent, which will not be unreasonably withheld consistent with existing obligations, except that Boeing may withhold its consent to an assignment to a disqualified person (which includes any person to which Boeing does not consent in its sole discretion) for any reason and at its sole discretion. These provisions in our agreements with Boeing could discourage others from acquiring us and may prevent attempts by our stockholders to replace or remove our current management. Certain other agreements with suppliers or customers contain similar provisions that could also discourage others from acquiring us or prevent attempts to replace or remove our management. See Item 1. "Business - Our Relationship with Boeing."

Item 1B. ***Unresolved Staff Comments***

None.

Item 1C. ***Cybersecurity***

Cybersecurity Program

Our cybersecurity program is designed to detect known and anticipated threats, and contemplate various types of unexpected but possible threats. We have developed processes to identify, assess, mitigate, analyze and respond to threats, and continue to mature our cyber resiliency solutions.

We continuously monitor the cybersecurity landscape and identify active and potential threats through a combination of tools and processes. Our Global Information Security ("GIS") team has day-to-day responsibility for Spirit's cybersecurity program. This group is led by a Chief Information Security Officer ("CISO") with more than twenty years of audit and cybersecurity experience. The CISO collaborates across the business, participates in internal audits, and is active in several leading industry groups to help benchmark our efforts with third parties. GIS receives and analyzes information from various resources to inform our cybersecurity program needs. An Enterprise Security Council comprised of GIS, Information Technology, Legal, Compliance, Internal Audit, and Enterprise Risk Management meets regularly to discuss emerging cyber risks and corresponding mitigations as part of our overall Enterprise Risk Management program. Significant risks are escalated to the Enterprise Risk Council which is chaired by our President and CEO, who was the Deputy Secretary of Defense during the development of the 2018 Department of Defense Cyber Strategy. We implement appropriate controls to protect our information or information we have control of on our systems, and our operations. We evaluate our controls and systems against industry-recognized standards, and contractual requirements, as applicable.

The CISO monitors and reviews our process of patching compliance, which is managed and executed via a combination of internal resources and third-party service providers. We also use third parties to supplement monitoring of cyber activity and for various special projects, which may include projects related to cybersecurity.

As part of our cybersecurity risk management program, we have planned "tabletop" exercises designed to simulate various cybersecurity threats or intrusions and help identify gaps in our preparedness, and help provide clarity in how to respond to any potential incidents. These exercises are designed to test the working level and senior leadership level, including participation by Executive Leadership Team. All employees are required to take mandatory cybersecurity training courses throughout the year. We execute simulated phishing exercises and provide direct feedback to employees who fail such simulations to help them understand how to recognize phishing attempts. Our overall program is designed to help us prevent and effectively respond to cybersecurity incidents.

GIS maintains an Incident Management and Response Policy that provides a classification framework for cybersecurity incidents and defines critical roles and responsibilities during a cybersecurity incident. The Incident Response Policy specifies ownership and timing of key actions and prescribes the engagement of functional leaders, senior Executives, and the Board of Directors, depending on the incident. We have developed playbooks to guide specific actions related to different incident types. Finally, we have a cyber insurance policy underwritten by a global leader in commercial insurance solutions.

Part of our Enterprise Risk Management program involves understanding risks that third parties, including those that our supply chain introduce to our organization. Our cybersecurity program is in the process of maturing how we assess third-party cyber risks, particularly in situations where we share confidential or sensitive information, or in situations where our operations may be impacted through a cybersecurity incident at a third party.

Cybersecurity Governance

The Board of Directors' Risk Committee has the responsibility for oversight of our cybersecurity program. This committee's membership includes subject matter experts in both cybersecurity and national security. Spirit's CISO reports to the Risk Committee quarterly on the state of our cybersecurity program.

Cybersecurity Risks

Although cybersecurity risks have not materially affected us, including our business strategy, results of operations, or financial condition, during the period covered by this report, we are subject to various cybersecurity risks, which could, in the future, be material. For more information about the cybersecurity risks we face, see Item 1A. "Risk Factors – Risks Related to Our Operations"

Item 2. *Significant Properties*

The location, primary use, approximate square footage and ownership status of our principal properties as of December 31, 2023 are set forth below:

Location	Primary Use	Approximate Square Footage	Owned/Leased
United States			
Wichita, Kansas[1]	Primary Manufacturing Facility/Offices/Warehouse	12.7 million	Owned/Leased
Tulsa, Oklahoma	Manufacturing Facility	1.7 million	Leased
Kinston, North Carolina	Primary Manufacturing/Office/Warehouse	851,000	Leased
Dallas, Texas	Manufacturing	199,000	Leased
Biddeford, Maine	Manufacturing	247,000	Owned/Leased
Woonsocket, Rhode Island	Manufacturing	79,000	Owned/Leased
United Kingdom			
Prestwick, Scotland	Manufacturing Facility	988,000	Owned
Belfast, Northern Ireland	Manufacturing Facility/Offices	3.1 million	Owned/Leased
Malaysia			
Subang, Malaysia	Manufacturing	411,000	Owned/Leased
France			
Saint-Nazaire, France	Primary Manufacturing/Office	75,000	Leased
Africa			
Casablanca, Morocco	Primary Manufacturing	312,000	Owned

(1) 89% of the Wichita facility is owned.

Our physical assets consist of approximately 20.7 million square feet of building space located on 1,497 acres in 11 facilities. Production across our Commercial, Defense & Space, and Aftermarket segments is located in our primary manufacturing facility located in Wichita, Kansas. Additional Commercial segment work is produced at our Tulsa, Oklahoma; Kinston, North Carolina; Saint Nazaire, France; Prestwick, Scotland; Belfast, Northern Ireland; Subang, Malaysia and Casablanca, Morocco facilities. Additional Defense & Space work is produced at our Tulsa, Oklahoma; Biddeford, Maine; Woonsocket, Rhode Island; Prestwick, Scotland and Belfast, Northern Ireland facilities. Additional Aftermarket segment work is produced at our Tulsa, Oklahoma; Kinston, North Carolina; Dallas, Texas; Prestwick, Scotland; Belfast, Northern Ireland and Casablanca, Morocco facilities.

The Wichita facility, which includes the Company's corporate offices, is comprised of 650 acres, 8.1 million square feet of manufacturing space, 1.9 million square feet of offices and laboratories for the engineering and design group and 2.7 million square feet for support functions and warehouses. The Wichita site has access to transportation by rail, road, and air via the runways of McConnell Air Force Base.

The Tulsa facility consists of 1.7 million square feet of building space set on 147 acres. The Tulsa plant is located five miles from an international shipping port (Port of Catoosa) and is located next to the Tulsa International Airport.

The Wichita and Tulsa manufacturing facilities have significant scale to accommodate the very large structures that are manufactured there, including, in Wichita, entire fuselages. These two U.S. facilities are in close proximity, with approximately 175 miles between Wichita and Tulsa.

The Kinston, North Carolina facility supports the manufacturing of composite panels and wing components. The primary manufacturing site and off-site leased spaces total 318 acres and 851,000 square feet. In addition to the primary manufacturing facility, this includes three additional buildings leased from the North Carolina Global Transpark Authority: a 27,800 square foot warehouse/office supporting receiving needs, a 26,400 square foot warehouse providing tooling storage, and a 121,000 square foot manufacturing facility supporting light manufacturing.

The Dallas, Texas operation is in three leased buildings totaling 199,000 square feet with proximity to the Dallas/Fort Worth logistical hub and is within seven miles of the Dallas Love Field Airport. This is a world class MRO/CRO facility that specializes in nacelle and flight control surfaces. The facility has FAA/EASA Part 145 & Part 21G certificates and services customers across the Americas.

The Biddeford, Maine site was purchased in 2020 and consists of 182,000 square feet at two owned locations on 22 total acres. The primary function of these sites is carbon/carbon composite and thermal protection system manufacturing. Additionally, this site includes two leased locations of warehouse space totaling 13,000 square feet and a fiber material building totaling 52,000 square feet.

The Woonsocket, Rhode Island site was acquired in late November 2022. The subsidiary, Spirit AeroSystems Textiles, LLC ("Spirit Textiles"), operates out of two locations within the city totaling 48,000 square feet in one owned building on 4 acres and 31,000 square feet in one leased building, producing carbon/carbon composite parts through fiber reinforcement technology.

The Prestwick facility consists of 988,000 square feet of building space, comprised of 459,000 square feet of manufacturing space, 280,000 square feet of office and lab space, and 249,000 square feet of warehouse/support space. This facility is set on 93 acres. The Prestwick plant is located within close proximity to the motorway network that provides access between England and continental Europe. It is also easily accessible by air (at Prestwick International Airport) or by sea. A portion of the Prestwick facility is leased to the Regional Aircraft division of BAE Systems and certain other tenants.

The Belfast, Northern Ireland facility consists of seven sites on 202 acres within 12 miles of the main factory at Queens Island totaling 3.1 million square feet. All on-site buildings are Spirit owned, but six sites are on leased acreage. The operations conducted at these sites include machined parts, auto-riveting and major aerostructures final assembly; fabrication and wing assembly for the A220; composite fabrication for multi-programs; sheet metal fabrication, metal bonding, chem-milling, composite parts manufacturing, and panel fabrication and assembly; nacelle production and MRO repair for multi-programs; and engineering services.

The Malaysian manufacturing plant is located at the Malaysia International Aerospace Center in Subang. The 411,000 square foot facility is 34% owned and is set on 45 leased acres and is centrally located with easy access to Kuala Lumpur, as well as nearby ports and airports. The facility assembles composite panels for wing components and sub-structures for fuselage.

The Saint-Nazaire, France is set on 9 acres and totals 75,000 square feet. This facility receives center fuselage frame sections for the Airbus A350 XWB from the facility in Kinston, North Carolina. Sections designed and manufactured in North Carolina are shipped across the Atlantic, received in Saint-Nazaire, and assembled before being transported to Airbus.

The Casablanca, Morocco site is set on 7 acres and totals 312,000 square feet with access to the Moroccan aeronautical hub, with the Mohammod V Airport being within two miles of the site. Operations in Casablanca include CRJ nacelle and flight commands, mid-fuselage work on the A220, nacelle work on the A320neo, and mid-fuselage work on the C350.

Item 3. ***Legal Proceedings***

Information concerning the litigation and other legal proceedings in which the Company is involved may be found in Note 22 to the Consolidated Financial Statements, *Commitments, Contingencies and Guarantees* , under the sub-heading “Litigation” in this Annual Report and that information is hereby incorporated by reference.

Item 4. ***Mine Safety Disclosures***

Not applicable.

Executive Officers of the Registrant

Listed below are the names, ages, positions held, and biographies of all executive officers of Spirit Holdings. Executive officers hold office until their successors are appointed, or until their death, retirement, resignation, or removal.

Patrick Shanahan, 61. Mr. Shanahan became President and Chief Executive Officer of Spirit AeroSystems in September 2023 and has served on the Board of Spirit since November 2021. Shanahan served as the 33rd Deputy Secretary of Defense from July 2017 to January 2019 and as Acting Secretary of Defense from January to June 2019. While at the Department of Defense, he led the development of critical digital and technological advancements for the U.S. military, including modernization in cybersecurity, artificial intelligence, and cloud computing. He led the Department’s Joint A.I. Center and published the Department’s A.I. Strategy. He directed efforts for the Department to invest in space-based technology, A.I. systems, and cutting-edge cyber capabilities. Prior to his service in the Department of Defense, Mr. Shanahan served for over 30 years in senior commercial and defense leadership roles at The Boeing Company, managing technology development, large-scale weapon system and aircraft integration, as well as global supply chains. Mr. Shanahan directed the design, production, and profitability of some of the most challenging and complex programs and aircraft, including the B787 Dreamliner and the Ground-based Midcourse Defense system. His roles included Senior Vice President of Supply Chain and Operations, Senior Vice President of Commercial Airplane Programs, Vice President and General Manager of Boeing Missile Defense Systems, and Vice President and General Manager of Boeing Rotorcraft Systems. Mr. Shanahan earned his Bachelor of Science degree in Mechanical Engineering from University of Washington, his Master of Science in Mechanical Engineering from the Massachusetts Institute of Technology, and his Master of Science in Management Studies from the Massachusetts Institute of Technology.

Mark Suchinski, 57. Mr. Suchinski became Senior Vice President and Chief Financial Officer on January 29, 2020. In this role he is responsible for the overall financial management of the Company, its financial reporting and transparency, and multiple corporate functions including Controllership and Treasury. He also has responsibility for Contracts, Investor Relations, Strategy, and Mergers and Acquisitions. Mr. Suchinski has been with Spirit since 2006, and most recently, Mr. Suchinski served as Spirit’s Vice President, Quality, from August 2019 to January 2020 and as Spirit’s Vice President, Boeing 787 Program, from February 2018 to August 2019. Prior to that, Mr. Suchinski served as Spirit Holdings' and Spirit’s Vice President, Controller and Principal Accounting Officer from February 2014 to February 2018. Prior to February 2014, he held the following roles at Spirit: October 2013 to February 23, 2014 - Vice President, Treasurer and Financial Planning; August 2012 to October 2013 - Vice President, Finance and Treasurer; from July 2010 to August 2012, Vice President, Financial Planning & Analysis and Corporate Contracts; from January 2009 to July 2010, Controller – Fuselage Segment; and from September 2006 to January 2009, Controller – Aerostructures Segment. Prior to joining Spirit in 2006, he was at Home Products International, where he held the position of Corporate Controller from 2000 to 2004 and the position of Vice President and Chief Accounting Officer from 2004 to 2006. Prior to that, he held financial leadership positions of controller and senior finance manager at other companies. He also spent three years in public accounting. Mr. Suchinski received his Bachelor of Science degree in Accounting from DePaul University.

Sean Black, 53. Mr. Black became Senior Vice President, Engineering and R&T on June 1, 2022. Mr. Black joined Spirit AeroSystems in 2016. During his tenure at Spirit, he has held leadership roles as Vice President of Commercial Engineering across all Boeing, Airbus and Rolls Royce programs from January 2021 through May 2022, and as Vice President of Research and Development from September 2016 to January 2021. Mr. Black has over 25 years' experience in the defense and aerospace industries. He started his career in the UK as a Research Engineer at BAE SYSTEMS Advanced Technology Centre and then as Engineering Manager for BAE SYSTEMS Aerostructures business unit. Mr. Black transferred to Airbus with the launch of the A350XWB program where he held a variety of leadership roles both in Europe and the United States spanning the full development lifecycle. Prior to his industrial career he held a Lectureship in Mechanical Engineering at the University of Dundee (Scotland). Mr. Black earned a Bachelor's degree in Mechanical Engineering from the Dundee Institute of Technology (Scotland) and a Doctor of Philosophy in the field of Superabrasives from Liverpool John Moores University, England.

William (Bill) Brown, 61. Mr. Brown became Senior Vice President, Quality and Ops Engineering on June 1, 2022. Previously, Mr. Brown served as Senior Vice President, Boeing Programs from 2018 to 2022 and as Senior Vice President and General Manager, Oklahoma Operations, Business and Regional Jets and Global Customer Support from 2014 to 2018. Mr. Brown assumed responsibility of Oklahoma Operations in December 2014 and responsibility of Business and Regional Jets in September 2017. Mr. Brown joined Spirit and Spirit Holdings' in May 2014 as Senior Vice President, Global Customer Support and Services. Previously, Mr. Brown served as Executive Vice President for Global Operations and President for Global Customer Service and Support at Beechcraft from 2007 to May 2014. Prior to joining Beechcraft, Mr. Brown served as President and General Manager of AAR Aircraft Services in Oklahoma and held senior-level positions with Independence Air, Avborne Inc. and Midwest Airlines. Mr. Brown received his Bachelor of Science degree in Aviation Management from Oklahoma State University and his Masters of Business Administration degree from Colorado State University. He also holds an A&P license and is a commercial instrument pilot.

Terry George, 62. Mr. George became Senior Vice President of Wichita and Tulsa Operations on November 27, 2023. From April 1, 2022 to November 26, 2023 he served as Senior Advisor of Advance Manufacturing Strategy. From January 29, 2020 to March 31, 2022 he served as SVP, Boeing 737 Program and Operations and Advanced Manufacturing Strategy. From July 2018 to January 29, 2020, Mr. George served as Vice President of New Product Development and Advanced Manufacturing Strategy. In this role, he was responsible for the Company's factory automation strategy and implementation and new aircraft development. Additional roles include; Vice President and General Manager of Airbus Programs, Kinston, NC from July 2016 - 2018, several positions on the B787 program including Vice President of B787 Program Management, Senior Director and Director of B787 Operations, product line manager for the B787 Composites Fabrication and lastly, part of the Life Cycle Product team for the B787 program from June 2003 - April 2005. Mr. George began his career at Boeing in July 1983 in Industrial Engineering and was named manager on the B737 program in 1991. In 1995, he was named product line manager of Automated Fastening for the B737 program. Mr. George earned his bachelor's and master's degrees in Business Administration, both from Wichita State University.

Kailash Krishnaswamy, 46. Mr. Krishnaswamy became Senior Vice President of Aftermarket Services in October 2021 and leads Spirit's aftermarket business. Prior to this role, Mr. Krishnaswamy served as Vice President of Mergers and Acquisitions ("M&A"), and China Operations from March 2017 to October 2021. Mr. Krishnaswamy joined Spirit in March 2017 from United Technologies Corporation (UTC) where he was a senior director in Corporate M&A from November 2015 to March 2017. In that role, he was responsible for companywide business and financial strategies including digital transformation, additive manufacturing, capital markets alternatives, divestitures and M&A. His first assignment at UTC was to execute the sale of Sikorsky. Prior to UTC, Mr. Krishnaswamy held investment banking positions at Credit Suisse, where he developed and executed M&A transactions in the Aerospace & Defense sector. He began his career at Honeywell Aerospace providing technology strategy, competitive intelligence, intellectual property and innovation portfolio expertise to internal R&D teams. Mr. Krishnaswamy is a graduate of the Indian Institute of Technology, Delhi, has a Master of Business Administration from the University of Chicago Booth School of Business, and earned a Ph.D. in mechanical control systems from the University of Minnesota.

Scott McLarty, 54. Mr. McLarty became Senior Vice President of Airbus Programs in 2018, with the addition of the Regional Business Jets Programs in October 2021 after the acquisition of the Bombardier assets. From December 2011 to November 2018, Mr. McLarty was Vice President with responsibility for the Company's UK and Malaysia business units and was responsible for developing the strategy and driving profitable growth in those regions. From 2006-2011 he held the positions of Global Operations & HR Director for Spirit Europe. Mr. McLarty originally joined the Company in April 2006 as part of the acquisition of the UK BAE Systems' Aerostructures business unit which created Spirit AeroSystems (Europe) Ltd. During his time at BAE Systems Mr. McLarty held various senior positions, latterly as Director of Business Improvement, Planning & Support as well as prior roles in Operations, Project Management, Business Improvement, Supply Chain and HR. Throughout his 35 years in the industry, Mr. McLarty has overseen many customer relationships such as Boeing, Airbus, Hawker, BAE Business Jets, Bombardier, Rolls Royce & UK Military programs. Mr. McLarty is a member of the board of

directors at the UK Aerospace Growth Partnership (AGP) and the UK Aerospace, Defense, Space & Security Group (ADS Group). Mr. McLarty also held the position of Vice Chair of the Scottish Government's Enterprise & Strategic Skills Board until its conclusion in 2022. He is a Chartered Fellow of the Institute of Personnel Development (FCIPD) and a Fellow of the Royal Aeronautical Society. Mr. McLarty attended Kilmarnock Technical College from 1986-1990 and the Cranfield University School of Management from 1995-1996. Mr. McLarty also holds a PPL(H) pilots license.

Mindy McPheeters, 50. Ms. McPheeters became Senior Vice President, General Counsel and Corporate Secretary effective March 11, 2021. Ms. McPheeters has been an attorney for the Company since 2015 and held the title of Vice President of Legal and Compliance, Deputy General Counsel until January 2, 2021, when Ms. McPheeters began serving as Interim General Counsel for Spirit. During her tenure at the Company, Ms. McPheeters has also held positions overseeing various aspects of the legal department including litigation, commercial, employment and compliance. Prior to joining the Company, Ms. McPheeters served as legal counsel for Delta Dental of Kansas and was a partner at the law firm Stinson LLP. Ms. McPheeters earned a Bachelor of Business Administration in Accounting from Wichita State University and her Juris Doctor degree from The University of Kansas.

Mark Miklos, 53. Mark Miklos became Senior Vice President of Spirit AeroSystems Defense & Space in April of 2023. In this role, he leads Spirit's growing business in the defense and space sectors. Miklos was previously Vice President and General Manager of Spirit AeroSystems Operations in Maine and Rhode Island, directing the company's high-temperature composites business in Biddeford, Maine, and executive lead for Spirit's hypersonics strategy Miklos joined Spirit in January 2020 with the acquisition Fiber Materials, Inc. ("FMI"), located in Biddeford, where he served as CEO from 2017 to 2020. Prior to joining FMI in 2017, Miklos had more than 25 years of experience leading manufacturing organizations in the advanced materials industry developing ceramics, high-temperature composites, and high purity alloy components for aerospace and other high reliability applications. He served as Chief Operating Officer of the Prince Izant Company from 2016-2017. Previously, Miklos served in roles from 2007 to 2015 for Morgan Advanced Materials, including Vice President Sales and Marketing North America, Vice President and General Manager of the company's metals and ceramics business and General Manager of the multiple advanced materials business. He worked in various roles for the Prince Izant Company from 1994-2007. Miklos, a native of Cleveland, Ohio, holds a bachelor's degree from Baldwin Wallace University.

Justin Welner, 54. Mr. Welner became Senior Vice President and Chief Administration Officer & Compliance Officer in October 2021. In this role, Mr. Welner oversees a number of functional areas for Spirit, including human resources, corporate affairs, information technology, environmental health & safety, sustainability, compliance, and risk management. Mr. Welner previously served as Vice President of Human Resources, Corporate Affairs, Information Technology, CEO Business Management and Strategy; Vice President, Human Resources, Corporate Communications and Environment, Health and Safety and Security; Vice President of Human Resources, Communications and EHS and Vice President of Labor Relations, Compensation and Benefits. Mr. Welner joined Spirit in 2012 from Bombardier Learjet, where he served as Director of Human Resources, overseeing all human resource functions. He held numerous other leadership roles within Learjet Business Aircraft in Wichita, Kansas, during his nearly 20 years with the company. In 2017, Mr. Welner joined the IAM National Pension Fund and the Board of Trustees as an Employer Trustee. He is a former member of WSU Tech's board of directors, and a former board member of the Make-A-Wish foundation. Mr. Welner earned his Bachelor degree in Business Administration from Washburn University and a Master of Business Administration from Wichita State University.

Alan Young, 59. Mr. Young became Senior Vice President, Fabrication and Chief Procurement Officer, on January 27, 2023. Previously, Mr. Young served as Vice President, Fabrication and Chief Procurement Officer since August 2020, and from September 2016 to August 2020, as Vice President, Operations. From November 2013 to September 2016, Mr. Young served as Vice President and Chief Procurement Officer. Prior to joining Spirit in 2013, Mr. Young held various leadership roles at Bombardier, most recently serving as Vice President, Learjet Operations until November 2013. Mr. Young has over thirty years of experience in the aerospace industry. Mr. Young earned a Bachelor of Science degree in Economics from Queen's University in Belfast N. Ireland and a Master degree in Manufacturing Management from the Ulster University, N. Ireland.

Part II

Item 5. *Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities*

Our Class A common stock, par value $0.01 per share ("Common Stock"), trades on the New York Stock Exchange under the symbol "SPR." As of January 18, 2024, there were 2,115 holders of record of Common Stock.

Securities Authorized for Issuance under Equity Compensation Plans

The following table represents securities authorized for issuance under equity compensation plans as of December 31, 2023.

Equity Compensation Plan Information

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)[3][4]	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuances Under the Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by security holders			
• Omnibus Incentive Plan of 2014 [1]	2,633,244	N/A	6,760,326
• Employee Stock Purchase Plan [2]	—	N/A	271,776
Equity compensation plans not approved by security holders	—	—	—
Total	2,633,244	—	7,032,102

(1) The Omnibus Incentive Plan of 2014, as amended (the "Omnibus Plan"), provides for the issuance of incentive awards to officers, directors, employees, and consultants in the form of restricted stock, restricted stock units, stock appreciation rights, and other equity or equity-based compensation awards.

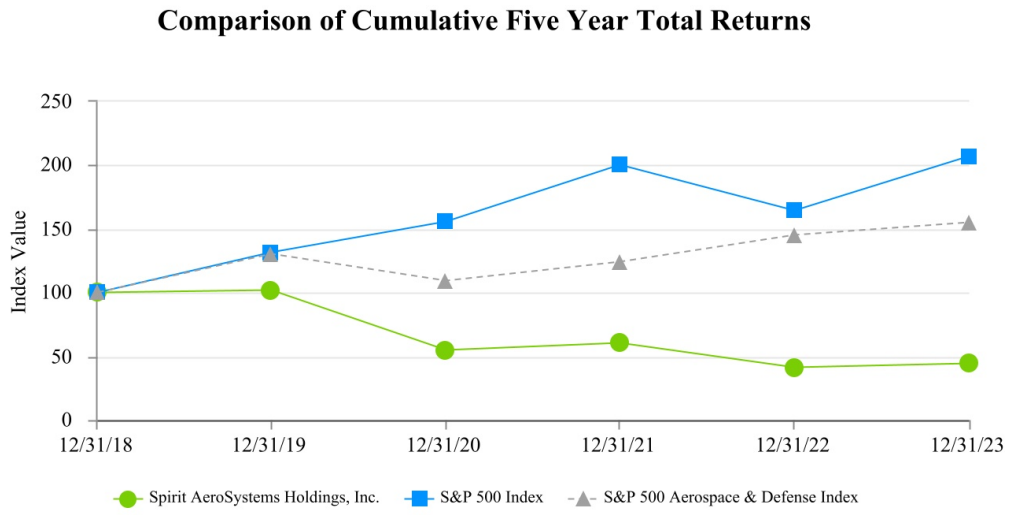
(2) The Company maintains the Spirit AeroSystems Holdings, Inc. Employee Stock Purchase Plan as amended (the "ESPP").

(3) Subject securities are not included in the weighted-average price column as they are issuable for no consideration.

(4) Represents time-based and performance-based long-term incentives that may be issued under the Omnibus Plan. For outstanding performance-based awards, the amount shown reflects the maximum payout under best-case performance goals that may or may not be achieved. The amount of shares that could be paid out under the performance-based awards ranges from 0-200% based on actual performance, with a target award equal to 100%.

Stock Performance

The following graph shows a comparison from December 31, 2018 through December 31, 2023 of the cumulative total return of our Common Stock, Standard & Poor's 500 Stock Index, and the Standard & Poor's 500 Aerospace & Defense Index. Such returns are based on historical results and are not intended to suggest future performance. No dividend payments were made on our Common Stock during the year ended December 31, 2023.



INDEXED RETURNS

	Years Ending					
Company/Index	**Base Period 12/31/18**	**12/31/2019**	**12/31/2020**	**12/31/2021**	**12/31/2022**	**12/31/2023**
Spirit AeroSystems Holdings, Inc.	100	101.67	54.62	60.27	41.44	44.49
S&P 500 Index	100	131.49	155.68	200.37	164.08	207.21
S&P 500 Aerospace & Defense Index	100	130.33	109.39	123.86	145.37	155.21

Dividends

On February 6, 2020, the Company announced that its Board of Directors reduced its quarterly dividend to a penny per share to preserve liquidity. On November 3, 2022, the Company announced that the Board had suspended the penny per share dividend. The Board regularly evaluates the Company's capital allocation strategy and dividend policy. Any future determination to pay dividends will be at the discretion of our Board of Directors and will depend upon, among other factors, our results of operations, financial condition, capital requirements and contractual restrictions, including the requirements of financing agreements to which we may be a party. No assurance can be given that cash dividends will be declared and paid at historical levels or at all.

No dividends were paid during 2023.

Issuer Purchases of Equity Securities

The following table provides information about our repurchases during the three months ended December 31, 2023 of our Common Stock that is registered pursuant to Section 12 of the Exchange Act.

ISSUER PURCHASES OF EQUITY SECURITIES

Period [1]	Total Number of Shares Purchased[2]	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Repurchased Under the Plans or Programs [3]
		($ in millions other than per share amounts)		
September 29, 2023 - November 2, 2023	683	$ 18.57	—	$925.0
November 3, 2023 - November 30, 2023	11,377	$ 24.75	—	$925.0
December 1, 2023 - December 31, 2023	5,620	$ 28.83	—	$925.0
Total	17,680	$ 26.03	—	$925.0

(1) Our fiscal months often differ from the calendar months except for the month of December, as our fiscal year ends on December 31. For example, November 2, 2023 was the last day of our October 2023 fiscal month.

(2) 17,680 shares were transferred to us from employees in satisfaction of tax withholding obligations associated with the vesting of restricted stock awards and restricted stock units under the Omnibus Plan. No purchases were made under our Board-approved share repurchase program, described in footnote (3) below.

(3) On October 28, 2018, the Board of Directors increased the capacity of our share repurchase program to $1.0 billion. During the twelve months ended December 31, 2023, the Company repurchased no shares of Common Stock. The total authorization amount remaining under the share repurchase program is $925.0 million. Share repurchases are currently on hold. The Credit Agreement imposes additional restrictions on the Company's ability to repurchase shares.

Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations*

You should read the following discussion and analysis of our financial condition and results of operations together with our consolidated financial statements and related notes and other financial information appearing in this Annual Report. Some of the information contained in this discussion and analysis or set forth elsewhere in this Annual Report, including information with respect to our plans and strategy for our business and operations, includes forward-looking statements that involve risks and uncertainties. You should review the sections of this Annual Report on Form 10-K captioned "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" for a discussion of important factors that could cause our actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Management's Focus

For the year ended December 31, 2023, management's focus was on:

- realizing production rate increases across all our programs while maintaining a safe workplace and improving quality;
- reducing structural costs in three major areas: operations, supply chain and infrastructure overhead; and
- re-energizing our workforce after four years of managing through the B737 MAX grounding and the global pandemic crises to prepare for future growth

For the year ending December 31, 2024, management's focus is on:

- completing alignment with customers and delivering on our commitments;
- stabilizing and de-risking operations;
- improving teamwork to overcome challenges and achieve goals; and
- strengthening Spirit financially

Global Economic Conditions

Global economic conditions impact our results of operations. Our business operations depend on, among other things, sufficient OEM orders (without suspension) from airlines and the financial resources of airlines, our suppliers, other companies and individuals.

Energy, freight, raw material and other costs have been impacted by, and may continue to be impacted by, the war in Ukraine. Prolonged global inflationary pressures have also impacted these costs in addition to increased interest costs and labor costs. In certain situations, we have the ability to recover certain abnormal inflationary impacts through contractual agreements with our customers; however, we anticipate that we will experience reduced levels of profitability related to inflationary impacts until such time as the rate of inflation subsides to normal historical levels. Our associated estimates of such costs, where applicable, use the most recent information available. The economic impact of inflation, together with the impact of increases in interest rates and actions taken to attempt to reduce inflation, may have a significant effect on the global economy, air travel, our supply chain and our customers, and, as a result, on our business.

In addition, Russia's invasion of Ukraine, the resultant sanctions and other measures imposed by the U.S. and other governments, and other related impacts have resulted in economic and political uncertainty and risks. In response to the Russian invasion of Ukraine, and the associated U.S. sanctions, the Company suspended all sanctioned activities relating to Russia, primarily consisting of sales and service activities. The suspended activities' impacts to prospective revenues, net income, net assets, cash flow from operations, and the Company's Consolidated Financial Position are not material. Continuation or significant expansion of economic disruption or escalation of the conflict, or other geopolitical events of a similar nature, such as the conflict in the Middle East, could have a material adverse effect on orders from our customers, the public's ability or willingness to continue to travel, the availability and timeliness of certain elements of parts procured from our supply chain, and/or our results of operations.

We expect that our operating environment will continue to remain dynamic and evolve in 2024. We continue to monitor and evaluate related risks and uncertainties relating to macroeconomic conditions, including the items discussed in Item 1A. "Risk Factors" in this Annual Report on Form 10-K.

B737 Program

The B737 MAX program is a critical program to the Company. For the twelve months ended December 31, 2023, 2022, and 2021 approximately 45%, 45%, and 35% of our net revenues, respectively, were generated from sales of components to Boeing for the B737 aircraft, as compared to 53% for the twelve months ended December 31, 2019, which was the most recent period to exclude impacts from the MAX grounding and the global pandemic crises. While we have entered into long-term supply agreements with Boeing to continue to provide components for the B737 for the life of the aircraft program, including commercial and military P-8 derivatives, Boeing does not have any obligation to purchase components from us for any replacement for the B737 that is not a commercial derivative model as defined by the Special Business Provisions and the General Terms Agreement (collectively, the "Sustaining Agreement") between Spirit and Boeing. The Sustaining Agreement is a requirements contract and Boeing can reduce the purchase volume at any time.

In March 2019, the B737 MAX fleet was grounded in the U.S. and internationally following the 2018 and 2019 accidents involving two B737 MAX aircraft. In November 2020, the FAA issued an order rescinding the grounding of the B737 MAX and published an Airworthiness Directive specifying design changes to be made before the aircraft returned to service. Boeing's deliveries of the B737 MAX resumed in the fourth quarter of 2020. Since November 2020, regulators from Brazil, Canada, China, the EU, U.K., India, and other countries have taken similar actions to unground the B737 MAX and permit return to service. During the twelve months ended December 31, 2023, Boeing continued to announce orders for the B737 MAX.

We expect that the B737 MAX and other narrowbody production rates will recover to pre-pandemic levels before widebody production rates. For additional information, see Item 1A, "Risk Factors".

The 737 MAX 7 and MAX 10 models are currently going through Federal Aviation Administration ("FAA") certification activities. In December 2022, an extension for certification of these two models to December 31, 2024 was granted when the U.S. Congress passed the Fiscal Year 2023 Omnibus Appropriations Bill. If Boeing is unable to achieve certification of these models or the entry into service is inconsistent with current assumptions, future revenues, earnings and cash flows are likely to be adversely impacted.

On January 5, 2024 there was an in-flight incident on a B737 MAX 9 aircraft flown by Alaska Airlines. As a result, the B737 MAX 9 derivative fleet was temporarily grounded by the FAA while certain safety inspections were completed and to allow the FAA time to review any required maintenance actions. The B737 MAX 9 fleet returned to service on January 26, 2024 after mandatory inspections were completed. We are participating in investigations relating to this incident. We are currently unable to reasonably estimate what impact this incident, including any impacts of investigations, will have on our financial position, results of operations and cash flows.

B787 Program

During the year ended December 31, 2021, the combination of further production rate decreases from our customer and estimated costs of rework and engineering changes resulted in incremental forward loss charges of $153.5 million. During the year ended December 31, 2022, our estimates for further production rate decreases and build schedule changes, supply chain costs, and other costs, including costs of rework, drove additional forward loss charges of $93.5 million. During the year ended December 31, 2023, our estimates related to the impact of the IAM agreement, additional labor and supply chain cost growth drove additional forward loss charges of $93.0 million recognized through the quarter ended September 29, 2023. On October 12, 2023, we executed a Memorandum of Agreement with Boeing (the "2023 MOA"), where among other items, we established recurring shipset price increases effective for line unit 1164 through line unit 1605 with a mutual goal of concluding good faith pricing negotiations, other interests and considerations 12 months prior to the delivery of line unit 1605. As a result, we reversed previously recognized forward loss charges of $205.6 million and also reversed a previously recognized material right obligation of $154.6 million in the quarter ended December 31, 2023. Production rate changes, changes in cost assessments, or claims could result in additional incremental forward loss charges. See also Note 22*, Commitments, Contingencies and Guarantees* .

Airbus Programs

During the year ended December 31, 2021, the A350 program recorded forward loss charges of $55.2 million related to customer driven production rate changes and quality-related costs. The A350 program recorded additional forward loss charges of $105.7 million for the year ended December 31, 2022 driven by estimated quality-related costs, non-recurring engineering and tooling costs, and additional labor, freight, and other cost requirements driven by parts shortages, production and quality issues, and customer production rate changes. The A350 program recorded additional forward loss charges of $121.3 million for the year ended December 31, 2023. The current year charges were driven by labor and production cost growth, higher supply chain costs and schedule revisions. In the year ended December 31, 2022, the A220 wing program recorded forward loss charges of $25 million primarily related to the bankruptcy of a supplier and associated failure to deliver key parts on the program. The A220 program recorded additional forward losses of $164.8 million for the year ended December 31, 2023, primarily related to higher production, labor and supply chain costs. The forward losses on the Airbus A220 program include net incremental losses for anticipated performance obligations beyond 2025 of $12.0 million in total.

Critical Accounting Estimates

The preparation of the Company’s financial statements in accordance with accounting principles generally accepted in the U.S. (“GAAP”) requires management to use estimates and assumptions. The results of these estimates form the basis for making judgments that may affect the reported amounts of assets and liabilities, including the impacts of contingent assets and liabilities, and the reported amounts of revenue and expenses during the reporting period. On an ongoing basis, we evaluate our estimates, including those related to inventory, revenue, income taxes, financing obligations, warranties, pensions and other post-retirement benefits, and contingencies and litigation. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Management believes that the quality and reasonableness of our most critical accounting policies enable the fair presentation of our financial position and results of operations. However, the sensitivity of financial statements to these methods, assumptions, and estimates could create materially different results under different conditions or using different assumptions. We believe application of these policies requires difficult, subjective, and complex judgments to estimate the effect of inherent uncertainties. This section should be read in conjunction with Note 3 to the Consolidated Financial Statements, *Summary of Significant Accounting Policies* .

Revenues and Profit Recognition

Revenue is recognized using the principles of ASC 606 (“ASC 606”), *Revenue from contracts with customers.* Revenue is recognized when, or as, control of promised products or services transfers to a customer, and the amount recognized reflects the consideration that the Company expects to receive in exchange for those products or services. See Note 3 to the Consolidated Financial Statements, *Summary of Significant Accounting Policies* , for a further description of revenue recognition under ASC 606. In determining our profits and losses in accordance with this method, we are required to make significant judgments regarding our future costs, variable elements of revenue, the standalone selling price, and other variables. We continually review and update our assumptions based on market trends and our most recent experience. If we make material changes to our assumptions, we may have positive or negative cumulative catch-up adjustments related to revenues previously recognized, and in some cases, we may adjust forward loss reserves. When we experience abnormal production costs such as excess capacity

costs the Company expenses the excess costs in the period incurred and reports as segment costs of goods sold. These excess costs (actual and estimated future costs) are excluded from the estimates at completion of our accounting contracts with customers. For a broader description of the various types of risks we face related to new and maturing programs, see Item 1A. “Risk Factors”.

Business Combinations and Goodwill

We account for business combinations in accordance with ASC Topic 805, Business Combinations. Transaction costs related to business combinations are expensed as incurred. Assets acquired and liabilities assumed are measured and recognized based on their estimated fair values at the acquisition date, any excess of the purchase consideration when compared to the fair value of the net tangible and intangible assets acquired is recorded as goodwill. For material acquisitions, we have engaged independent advisory consultants to assist us with determining the fair value of assets acquired, including goodwill, and liabilities assumed based on established business valuation methodologies. Determining the fair value of assets acquired and liabilities assumed requires significant judgment, including the amount and timing of expected future cash flows, long-term growth rates and discount rates. In some cases, the Company used discounted cash flow analyses, which were based on our best estimate of future sales, earnings and cash flows after considering such factors as general market conditions, customer budgets, existing firm and future orders, changes in working capital, long term business plans and recent operating performance. Use of different estimates and judgments could yield materially different results. If the initial accounting for the business combination is incomplete by the end of the reporting period in which the acquisition occurs, the business combination is recorded and disclosed on a preliminary basis. Subsequent to the acquisition date, and not later than one year from the acquisition date, adjustments to the initial preliminary recognized amounts are recorded to the extent new information is obtained about the measurement of assets and liabilities that existed as of the date of the acquisition.

The Company assesses goodwill for impairment annually as of the first day of the fourth quarter or more frequently if events or circumstances indicate that the fair value of a reporting unit that includes goodwill may be lower than its carrying value. We test goodwill for impairment by performing a qualitative assessment or quantitative test at the reporting unit level. In performing a qualitative assessment, we evaluate company-specific, market and industry, economic, and other relevant factors that may impact the fair value of our reporting units or the carrying value of the net assets of the respective reporting unit. If we determine that it is more likely than not that the carrying value of the net assets is more than the fair value of the respective reporting unit, then a quantitative test is performed, unless we exercise our option to bypass the qualitative assessment and proceed directly to performing the quantitative goodwill impairment test. Where the quantitative test is used, we compare the carrying value of net assets to the estimated fair value of the respective reporting unit. If the fair value is determined to be less than carrying value, a goodwill impairment loss is recognized for the amount that the carrying amount of the reporting unit, including goodwill, exceeds its fair value, limited to the total amount of goodwill allocated to that reporting unit.

As of September 28, 2023 the balance of goodwill was $631.1 million. The goodwill primarily represents the purchase price in excess of the fair value of the net assets acquired and liabilities assumed in connection with the acquisition of Fiber Materials Inc. (“FMI”) in the first quarter of 2020, the completion of the acquisition of the outstanding equity of Short Brothers plc (“Shorts”) and Bombardier Aerospace North Africa SAS (“BANA”), and substantially all the assets of the maintenance, repair and overhaul business in Dallas, Texas (collectively, the “Bombardier Acquired Businesses”), along with the assumption of certain liabilities of Shorts and BANA (the “Bombardier Acquisition”) in the fourth quarter of 2020 and the acquisition of the assets of Applied Aerodynamics, Inc. ("Applied") during the three months ended July 1, 2021. There was no impairment of goodwill for the years ended December 31, 2022 or December 31, 2021. For the year ended December 31, 2023, in accordance with our annual assessment policy, we exercised our option to bypass the qualitative assessment and proceeded directly to performing the quantitative goodwill impairment test as of the beginning of the fourth quarter. Management concluded through the quantitative assessment that the fair value of each of our reporting units substantially exceeded the respective carrying value for each reporting unit, and therefore, no impairment existed as of the annual assessment date during the fourth quarter of 2023.

The quantitative goodwill impairment test requires significant use of judgment and assumptions, such as the identification of reporting units, the assignment of assets and liabilities to reporting units, and the determination of fair value of the reporting units. We applied what we believe to be the appropriate valuation methodology for our reporting units to determine the respective fair values, which included a combination of an income approach, derived from discounted cash flows, and a market approach, using the guideline public company method. The principal assumptions utilized in the income approach included management’s estimated pro forma financial information, including management's best and most current estimates of the timing and level of production volumes and estimated future margins, long-term growth rates and discount rate. The principal assumptions utilized in the market approach included management's pro forma financial information and selected market multiples. We believe the assumptions and estimates made were reasonable and appropriate. The assumptions were based on our most recent experience, our contractual backlog, and market trends, including projected long-term inflation rate, GDP growth for the U.S. and the long-term growth expectations of the aerospace industry. Margin assumptions include

management's best and most current estimates of the potential impacts of continued cost pressures related to labor, inflation and supply chain challenges that have been realized in year 2023, as noted in the *Global Economic Conditions* section above. We determined the discount rate for each of our reporting units using a weighted average cost of capital adjusted for risk factors including risk associated with 737 MAX production growth assumptions, and other industry-specific, market-based and economic factors. Based on the results of our assessment, management believes that the amount of excess fair value over the carrying value of each of our reporting units is sufficient to remain through a range of scenarios that are considered by management to be reasonably likely to occur, however, the variability of the factors used in our assessment depends on a number of conditions, and actual results and forecasts of revenue growth and margins for our reporting units may be impacted by industry, market and business risks and uncertainties including those identified in Item 1A. "Risk Factors". If such factors impact our ability to achieve forecasted revenue growth rates and margins, the fair value of one or more of our reporting units could decrease, which, if significant, may result in an impairment.

Pension

Many of our employees have earned benefits under the defined benefit pension plans. Effective as of December 31, 2005, we had one qualified plan and one nonqualified plan providing supplemental benefits to executives who transferred from a Boeing nonqualified plan to a Spirit plan and elected to keep their benefits in this plan. Both plans are frozen as of the date of the Boeing Acquisition (i.e., no future service benefits are being earned in these plans). The Company intends to fund its qualified pension plan through a trust. Pension assets are placed in trust solely for the benefit of the pension plans' participants and are structured to maintain liquidity that is sufficient to pay benefit obligations. Effective October 1, 2021, the Company spun off a portion of the existing Pension Value Plan ("PVP A"), called PVP B. As part of the PVP B plan termination process, a lump sum offering was provided during 2021 for PVP B participants and the final asset distribution was completed in the first quarter of 2022.

Additionally, in the twelve months ended December 31, 2022 the Company adopted and communicated to participants a plan to terminate the PVP A. During the twelve months ended December 31, 2022, the PVP A plan was amended, providing for an enhancement to benefits the Company is providing to certain U.S. employees in conjunction with the plan termination. The estimated liability impact of this plan amendment, $ 73.5 million, was recognized immediately as a non-cash, pre-tax non-operating charge for amortization of prior service costs. The Company recognized additional non-cash, pre-tax non-operating accounting charges of $ 34.7 million related to the plan termination, primarily reflecting the accounting for bulk lump-sum payments made in the fourth quarter of 2022, which resulted in a settlement charge related to the accelerated recognition of the actuarial losses for the PVP A plan that were previously included in the *Accumulated other comprehensive loss* line item in the Stockholders' Equity section of the Company's Balance Sheet.

In the fourth quarter of 2023, the Company applied final settlement accounting to the PVP A. During 2023, the Company received excess plan asset reversion of $188.5 million of cash from PVP A. This transaction was accounted for as a negative contribution, and is included on the Pension plans employer contributions line item on the Consolidated Statements of Cash Flows for the year ended December 31, 2023. Excise tax of $37.7 million related to the reversion of excess plan assets was separately recorded to the Other income (expense), net line item on the Consolidated Statements of Operations for the year ended December 31, 2023. See also *Note 23 Other Income (Expense), Net* to our condensed consolidated financial statements included in Item 8 of this Annual Report for more information. At December 31, 2023 and 2022, an excess pension plan asset reversion of $61.1 million and $71.1 million is recorded on the Restricted plan assets line item on the Company's Consolidated Balance Sheets. Restricted plan assets are expected to be reduced over six years as they are distributed to employees under a qualified benefit program.

In 2006, as part of the acquisition of BAE Aerostructures, the Company established a U.K. defined benefit pension plan for those employees based in Prestwick that had pension benefits remaining in BAE Systems' pension plan. Effective December 31, 2013, this Prestwick pension plan was closed and benefits were frozen and thereafter subject only to statutory pension revaluation.

On October 30, 2020, as part of the Bombardier Acquisition, the Company acquired two further defined benefit plans for current and former employees at the Belfast location. As of December 31, 2021, the Company had concluded its consultation and communication with employee and Trade Union representatives on the closure of the largest of the defined benefit plans acquired as part of the Bombardier Acquisition, the Shorts Pension (as defined below). The outcome is that the Shorts Pension was amended and closed to the future accrual of benefits for all employees who are members of the plan, effective December 10, 2021. From December 11, 2021, affected employees will build up future retirement savings in a new defined contribution scheme. For the twelve months ended December 31, 2021, the impact of the closure of the Shorts Pension resulted in a curtailment gain of $ 61.0 million. The remaining plan is closed to new hires and the future accrual of benefits, as the final employees accruing service in the plan left Company employment. See Note 17, *Pension and Other Post-Retirement Benefits*

for more information. In accordance with legislation, each of the U.K. plans and their assets are managed by independent trustee companies.

Accounting guidance requires an annual measurement of our projected obligation and plan assets. These measurements are based upon several assumptions, including the discount rate and the expected long-term rate of asset return. Future changes in assumptions or differences between actual and expected outcomes can significantly affect our future annual expense, projected benefit obligation and shareholders' equity. The projected benefit obligation and net periodic pension cost are sensitive to discount rates. The projected benefit obligation would decrease by $54.5 million or increase by $58.0 million if the discount rate increased or decreased by 25 basis points. The 2023 net periodic pension cost would increase by $1.0 million or decrease by $1.1 million if the discount rate increased or decreased by 25 basis points at each applicable measurement date. Additionally, net periodic pension cost is also sensitive to changes in the expected long-term rate of asset return. A decrease or increase of 25 basis points in the expected long-term rate of asset return would have increased or decreased 2023 net periodic pension cost by $3.7 million.

For additional information, see Item 1A. "Risk Factors". We could be required to make future contributions to our defined benefit pension and post-retirement benefit plans as a result of adverse changes in interest rates and the capital markets. Adverse changes in the securities markets or interest rates, changes in actuarial assumptions, and legislative or other regulatory actions could substantially increase the costs of these plans and could result in a requirement to contribute additional funds to the plans.

Income Taxes

Income taxes are accounted for in accordance with Financial Accounting Standards Board ("FASB") authoritative guidance on accounting for income taxes. Deferred income tax assets and liabilities are recognized for the future income tax consequences attributable to differences between the financial statement carrying amounts for existing assets and liabilities and their respective tax bases. Tax rate changes impacting these assets and liabilities are recognized in the period during which the rate change occurs.

Deferred tax assets are periodically evaluated to determine their recoverability and whether or not a valuation allowance is necessary. A valuation allowance, if needed, reduces deferred tax assets to the amount expected to be realized. When determining the amount of net deferred tax assets that are more likely than not to be realized, we assess all available positive and negative evidence. The weight given to the positive and negative evidence is commensurate with the extent to which the evidence may be objectively verified.

This assessment is completed on a taxing jurisdiction and entity filing basis. Based on these criteria and the relative weighting of both the positive and negative evidence available, and in particular the activity surrounding the Company's prior earnings history including the forward losses previously recognized in the U.S. and U.K., management determined that it was necessary to establish a valuation allowance against nearly all of its net U.S. and U.K. deferred tax assets at December 31, 2020. This determination was made as the Company entered into a U.S. cumulative loss position during the first half of 2021, as prior period positive earnings fall outside of the three-year measurement period. Additionally, all entities of the U.K. operations are in cumulative loss positions after the inclusion of 2023, 2022, and 2021 losses. Once a company anticipates or enters a cumulative three-year loss position, there is a presumption that a company should no longer rely solely on projected future income in determining whether the deferred tax asset is more likely than not to be realized.

We record income tax provision or benefit based on the pre-tax income earned or net loss incurred in each tax jurisdiction and the tax rate applicable to that income or loss. In the ordinary course of business, there are transactions for which the ultimate tax outcome is uncertain. These uncertainties are accounted for in accordance with FASB authoritative guidance on accounting for the uncertainty in income taxes. The final tax outcome for these matters may be different than management's original estimates made in determining the income tax provision. A change to these estimates could impact the effective tax rate and net income or loss in subsequent periods. We use the flow-through accounting method for tax credits. Under this method, tax credits reduce income tax expense. See Note 20 to the Consolidated Financial Statements, *Income Taxes*, for further discussion.

Results of Operations

The following table sets forth, for the periods indicated, certain of our operating data:

	Twelve Months Ended		
	December 31, 2023[1]	December 31, 2022[1][2]	December 31, 2021[2]
	($ in millions)		
Net revenues	$ 6,047.9	$ 5,029.6	$ 3,953.0
Cost of sales	5,841.7	4,981.0	4,070.8
Gross profit (loss)	206.2	48.6	(117.8)
Selling, general and administrative	281.9	279.2	279.9
Restructuring cost	7.2	0.2	8.2
Research and development	45.4	50.4	53.3
Other operating expense	5.9	—	—
Operating loss	(134.2)	(281.2)	(459.2)
Interest expense and financing fee amortization	(318.7)	(244.1)	(242.6)
Other (expense) income, net	(140.4)	(14.1)	146.6
Loss before income taxes and equity in net (loss) income of affiliates	(593.3)	(539.4)	(555.2)
Income tax (provision) benefit	(22.5)	(5.2)	17.2
Loss before equity in net (loss) income of affiliates	(615.8)	(544.6)	(538.0)
Equity in net loss of affiliates	(0.3)	(1.6)	(2.8)
Net loss	$ (616.1)	$ (546.2)	$ (540.8)
Less Noncontrolling interest in earnings of subsidiary	(0.1)	0.5	—
Net loss attributable to common shareholders	$ (616.2)	$ (545.7)	$ (540.8)

(1) See “Twelve Months Ended December 31, 2023 as Compared to Twelve Months Ended December 31, 2022” for detailed discussion of operating data.

(2) See “Twelve Months Ended December 31, 2022 as Compared to Twelve Months Ended December 31, 2021” for detailed discussion of operating data.

Comparative shipset deliveries by model are as follows:

	Twelve Months Ended		
Model	December 31, 2023	December 31, 2022	December 31, 2021
B737	356	281	162
B747	—	1	6
B767	33	31	34
B777	32	26	23
B787	36	20	37
Total Boeing	457	359	262
A220[1]	63	60	50
A320 Family	573	591	467
A330	35	27	20
A350	54	48	42
Total Airbus	725	726	579
Total Business/Regional Jets	236	212	181
Total	1,418	1,297	1,022

(1) Beginning in 2022, A220 deliveries reflect the number of wing end item deliveries instead of pylon end item deliveries, as previously reported. 2021 A220 deliveries have been updated to reflect wing units.

For purposes of measuring production or shipset deliveries for Boeing aircraft in a given period, the term “shipset” refers to sets of structural fuselage components produced or delivered for one aircraft in such period. For purposes of measuring production or shipset deliveries for Airbus A220 aircraft in a given period, the term “shipset” refers to sets of structural wing components produced or delivered for one aircraft in such period. For purposes of measuring production or shipset deliveries for all other Airbus and Business/Regional Jet aircraft in a given period, the term “shipset” refers to all structural aircraft components produced or delivered for one aircraft in such period. Other components that are part of the same aircraft shipsets could be produced or shipped in earlier or later accounting periods than the components used to measure production or shipset deliveries, which may result in slight variations in production or delivery quantities of the various shipset components in any given period.

Net revenues by prime customer are as follows:

	Twelve Months Ended		
Prime Customer	**December 31, 2023**	**December 31, 2022**	**December 31, 2021**
	($ in millions)		
Boeing	$ 3,847.1	$ 3,008.9	$ 2,206.0
Airbus	1,144.6	1,098.2	945.6
Other	1,056.2	922.5	801.4
Total net revenues	$ 6,047.9	$ 5,029.6	$ 3,953.0

Changes in Estimates

During the twelve months ended December 31, 2023, we recognized unfavorable change in estimates of $320.9 million, including forward loss charges of $470.3 million and unfavorable cumulative catch-up adjustments of $56.2 million, partially offset by a reversal of forward loss charges of ($205.6) million on the B787 resulting from the execution of the Memorandum of Agreement signed on October 12, 2023 with Boeing (the “2023 MOA”), resulting in a net $264.7 million of forward loss charges in 2023. The forward loss charges were primarily driven by labor and production cost growth, higher supply chain costs, and schedule revisions on the A350 program and additional labor, the impact of the IAM agreement and supply chain cost growth on the B787 program, increased factory performance and supply chain costs on the B767, higher production, labor and supply chain costs on the A220 program, and production costs incurred including the impact of the IAM agreement on the Sikorsky CH-53K program. The forward losses on the Airbus A220 program includes net incremental losses for anticipated performance obligations beyond 2025 of $12.0 million in total. Unfavorable cumulative catch-up adjustments were primarily recognized on the B737 MAX and A320 programs. The Boeing B737 MAX program unfavorable cumulative catch-up adjustment reflects increased supply chain, raw material, factory performance and other costs on the program including the impact of the IAM union negotiations. The A320 program unfavorable cumulative catch-up adjustment was driven by production cost overruns experienced due to operational and supply chain disruptions, and foreign currency movements.

During the twelve months ended December 31, 2022, we recognized unfavorable changes in estimates of $278.0 million primarily driven by the impact of reduced production volumes on the B787 and A350 programs and the corresponding amount of fixed overhead absorption applied to lower deliveries, engineering analysis and estimated costs of rework on the B787 program, estimated quality improvement costs on the A350 program, and cost performance on the B767 program. During the twelve months ended December 31, 2021, we recognized unfavorable changes in estimates of $246.5 million primarily driven by the impact of reduced production volumes on the B787 and A350 programs and the corresponding amount of fixed overhead absorption applied to lower deliveries, engineering analysis and estimated costs of rework on the B787 program, estimated quality improvement costs on the A350 program, and cost performance on the B767 program.

During the twelve months ended December 31, 2021, we recognized unfavorable changes in estimates of $246.5 million primarily driven by the impact of reduced production volumes on the B787 and A350 programs and the corresponding amount of fixed overhead absorption applied to lower deliveries, engineering analysis and estimated costs of rework on the B787 program, estimated quality improvement costs on the A350 program, and cost performance on the B767 program.

Twelve Months Ended December 31, 2023 as Compared to Twelve Months Ended December 31, 2022

Net Revenues. Net revenues for the twelve months ended December 31, 2023 were $6,047.9 million, an increase of $1,018.3 million, or 20.2%, compared with net revenues of $5,029.6 million, for the prior year. The increase in revenue was

primarily driven by increased Commercial segment production on the B737 MAX program. The remaining increase was primarily due to greater Commercial segment revenues on B787, business jet and B777 programs, partially offset by a decrease in revenue on the B747 program, increased Defense Segment Boeing P-8 production and classified program revenue, and greater Aftermarket segment sales. Approximately 83% of the Company's net revenues in 2022 came from our two largest customers, Boeing and Airbus.

Deliveries to Boeing increased 98 shipsets to 457 shipsets during the twelve months ended December 31, 2023, compared to 359 shipsets delivered in the prior year. The increase was primarily driven by 75 more B737 MAX deliveries and higher deliveries on twin aisle programs, particularly the B787 program, which included 16 more deliveries. Deliveries to Airbus decreased to 725 shipsets during the twelve months ended December 31, 2023, compared to 726 shipsets delivered in the prior year. The decrease of 1 shipset was primarily driven by 18 fewer deliveries on the A320 program, offset by increased shipset deliveries on A220, A330, and A350 programs. Production deliveries of business/regional jet wing and wing components increased to 236 shipsets during the twelve months ended December 31, 2023, compared to 212 shipsets delivered in the prior year.

Gross Profit (Loss). Gross profit for the twelve months ended December 31, 2023 was $206.2 million, as compared to a gross profit of $48.6 million for the same period in the prior year, an increase in gross profit of $157.6 million. The increase in gross profit was primarily driven by Commercial segment results, which included gross profit on the increased B737 MAX production revenue and the favorable adjustments related to the 2023 MOA that included forward loss reversals of $205.6 million and material right obligation liability reversal of $154.6 million. The Commercial segment also includes greater gross profit on the increased B777 sales partially offset by greater forward loss charges on the A220 and A350 programs and margin deterioration on the A320 program. Decreased gross profit in the Defense segment was driven by the impact of forward loss charges recognized on the Sikorsky CH-53K and KC-64 Tanker programs, partially offset by increased profit recognized on the increased Boeing P-8 production revenue. Greater profit in our Aftermarket segment was driven by the increased sales. The variance in profit from the prior year period also includes the impact of higher excess capacity costs. In the twelve months ended December 31, 2023, we recognized $184.1 million of excess capacity production costs driven by production schedule changes on B737 MAX, A220 and A320 programs, $8.3 million related to the temporary production pause during the strike and related contract negotiation of employees represented by the International Association of Machinists and Aerospace Workers (“IAM”), and $7.2 million of restructuring costs, compared to prior year excess capacity cost of $157.3 million, the impact of the $29.1 million charge in relation to the suspension of activities related to customers in Russia, abnormal costs related to COVID-19 workforce adjustments of $9.6 million, and ($29.7) million of restructuring and other costs, including partial offset related to the recognition of the Aviation Manufacturing Jobs Protection Program award. In the twelve months ended December 31, 2023, we recognized $56.2 million of unfavorable cumulative catch-up adjustments related to periods prior to the twelve months ended December 31, 2023, and $264.7 million of net forward loss charges. In the twelve months ended December 31, 2022, we recorded $27.7 million of unfavorable cumulative catch-up adjustments related to periods prior to the twelve months ended December 31, 2022, and $250.3 million of net forward loss charges.

SG&A and Research and Development. SG&A expense was $2.7 million higher for the twelve months ended December 31, 2023, compared to the same period in the prior year, driven by increases in headcount, purchased services, incentives, and travel. Research and development expense for the twelve months ended December 31, 2023 was $5.0 million lower as compared to the same period in the prior year.

Restructuring Costs and Disposal of Assets. Restructuring costs were $7.0 million higher for the twelve months ended December 31, 2023, compared to the same period in the prior year. The variance is primarily driven by the results of the voluntary separation program activity in the current year.

Operating Loss. Operating loss for the twelve months ended December 31, 2023 was $134.2 million, an improvement of $147.0 million, compared to operating loss of $281.2 million for the prior year. The decreased loss was primarily driven by the favorable adjustments resulting from the 2023 MOA partially offset by higher SG&A and restructuring expenses.

Interest Expense and Financing Fee Amortization. Interest expense and financing fee amortization for the twelve months ended December 31, 2023 increased by $74.6 million as compared to the prior year. Current year interest expense and financing fee amortization included $279.6 million of interest and fees paid or accrued in connection with long-term debt and $11.6 million in amortization of deferred financing costs and original issue discount compared to $209.5 million of interest and fees paid or accrued in connection with long-term debt and $7.4 million in amortization of deferred financing costs and original issue discount for the prior year. Additionally, a loss on extinguishment of debt of $17.3 million was recorded in the current year related to the extinguishment of the 2025 Notes as compared to a loss on extinguishment of debt of $7.2 million in the prior year related to the extinguishment of the prior credit agreement.

Other (Expense) Income, net. Other expense for the twelve months ended December 31, 2023 was $140.4 million, compared to other expense of $14.1 million for the same period in the prior year. The $126.3 million increase in other expense primarily reflects net foreign exchange losses of $13.9 million in the current year, versus a gain of $21.6 million in the prior year, excise tax of $37.7 million in the current year related to a pension plan net assets reversion (see Note 17 *Pension and Other Post-Retirement Benefits*), as compared to $6.8 million of excise taxes in the prior year also related to a reversion, loss on sale of receivables of $52.4 million in the current year as compared to $23.4 million of loss in the prior year, and net pension related expense in the current year of $52.0 million versus net pension related expense of $30.2 million in the prior year. The respective pension income/expense values are separately driven by special accounting impacts related to pension plan termination activities that were respectively undertaken in each period. See also Note 17 *Pension and Other Post-Retirement Benefits*. To a lesser extent, the increase in other expense also reflects the effect of a gain in the prior year of $20.7 million on the settlement of the repayable investment agreement with BEIS (see Note 23. *Other Income (Expense), Net*).

Benefit (Provision) for Income Taxes. The income tax expense for the twelve months ended December 31, 2023, was $22.5 million compared to an expense of $5.2 million for the prior year. The 2023 effective tax rate was (3.8%) as compared to (1.0%) for 2022. The difference in the effective tax rate recorded for 2023 as compared to 2022 is due to tax expense previously stranded in OCI that was recognized in 2023 due to the termination of the pension.

Segments. The following table shows segment revenues and operating income for the twelve months ended December 31, 2023, 2022, and 2021:

	Twelve Months Ended		
	December 31, 2023	December 31, 2022	December 31, 2021
	($ in millions)		
Segment Revenues			
Commercial	$ 4,885.0	$ 4,068.4	$ 3,128.1
Defense & Space	789.0	649.8	585.0
Aftermarket	373.9	311.4	239.9
	$ 6,047.9	$ 5,029.6	$ 3,953.0
Segment Operating (loss) income [1]			
Commercial[2]	$ 66.0	$ (82.9)	$ (220.6)
Defense & Space[3]	44.7	72.8	44.3
Aftermarket[4]	82.4	58.5	50.3
	193.1	48.4	(126.0)
Corporate SG&A	(281.9)	(279.2)	(279.9)
Research and development	(45.4)	(50.4)	(53.3)
Total operating (loss) income	$ (134.2)	$ (281.2)	$ (459.2)

(1) Inclusive of forward losses, changes in estimate on loss programs and cumulative catch-up adjustments. These changes in estimates for the periods ended December 31, 2023, 2022, and 2021 are further detailed in Note 5, *Changes in Estimates*.

(2) The twelve months ended December 31, 2023 includes excess capacity costs of $177.3 million related to temporary B737 MAX, A320 and A220 production schedule changes, costs of $8.1 million related to temporary production pause, and $6.3 million of restructuring costs. The twelve months ended December 31, 2022 includes the impact of $24.7 million in relation to the suspension of activities in Russia, excess production capacity costs of $149.5 million related to the temporary B737 MAX and A220 production schedule changes, abnormal costs of $9.6 million for workforce adjustments as a result of COVID-19 production pause, net of a U.S. employee retention credit and U.K. government subsidies, $0.1 million of restructuring costs, and a net offset of $25.7 million related to AMJPP and other costs. The twelve months ended December 31, 2021 includes excess capacity production costs of $206.7 million related to the temporary B737 MAX and A220 production schedule changes, abnormal costs of $12.0 million for workforce adjustments as a result of COVID-19 production pause, net of U.S. employee retention credit and U.K. government subsidies, $6.8 million of restructuring costs, and a $35.9 million offset related to AMJPP.

(3) The twelve months ended December 31, 2023 includes excess capacity production costs of $6.8 million related to the temporary B737 production schedule changes, costs of $0.2 million related to temporary production pause, and $0.9 million of restructuring costs. The twelve months ended December 31, 2022 includes excess capacity production costs of $7.8 million, $0.0 million of restructuring costs, and a $2.3 million offset related to AMJPP. The twelve months ended December 31, 2021 includes excess capacity costs of $10.8 million related to the temporary B737 production schedule changes, $1.1 million of restructuring costs, and a $3.0 million offset related to AMJPP.

(4) The twelve months ended December 31, 2023 includes ($2.4) million of benefit related to the settlement of a contingent consideration obligation related to the Applied Aerodynamics acquisition. The twelve months ended December 31, 2022 includes the impact of $4.4 million in relation to the suspension of activities in Russia, $0.0 million of restructuring costs, and $1.9 million offset related to AMJPP. The twelve months ended December 31, 2021 includes $0.3 million of restructuring costs and a $2.2 million offset related to AMJPP.

The Commercial, Defense & Space, and Aftermarket segments represented approximately 81%, 13%, and 6%, respectively, of our net revenues for the twelve months ended December 31, 2023. The Commercial, Defense & Space, and Aftermarket segments represented approximately 81%, 13%, and 6%, respectively, of our net revenues for the twelve months ended December 31, 2022. The Commercial, Defense & Space, and Aftermarket segments represented approximately 79%, 15%, and 6%, respectively, of our net revenues for the twelve months ended December 31, 2021.

Commercial Segment. Commercial segment net revenues for the twelve months ended December 31, 2023 were $4,885.0 million, an increase of $816.6 million, or 20.1%, compared to the same period in the prior year. The increase in revenue was primarily due to increased production on the B737 MAX program in the current year period. Additionally, revenues benefited from the reversal of the previously recognized material right obligation associated with the B787 program as a result of the 2023 MOA. The remaining increase compared to prior year revenue included greater Commercial segment revenues on the B787, A320, business jet, B777 and A350 programs, partially offset by a decrease in revenue on the A220 and B747 programs. Commercial segment operating margins were 1% for the twelve months ended December 31, 2023, compared to (2%) for the same period in the prior year. The increase in margin, compared to the same period in the prior year, was driven by the reversal of $205.6 million of forward losses on the B787 as a result of the 2023 MOA as well as the incremental margin impact of the greater volume of B737 program sales, partially offset by higher excess capacity costs and the relative impact of greater forward losses on the A350 program, and margin deterioration on the A320, RB3070, and Bombardier business jet programs. The twelve months ended December 31, 2023 include excess capacity production costs of $177.3 million related to temporary B737 MAX, A320 and A220 production schedule changes, $8.1 million related to the temporary production pause, and $6.2 million related to restructuring costs. The twelve months ended December 31, 2022 include the impact of $24.7 million of a charge related to the suspension of activities in Russia. The twelve months ended December 31, 2022 include excess capacity production costs of $149.5 million related to temporary B737 MAX, A320 and A220 production schedule changes, $9.6 million of temporary workforce adjustment costs as a result of the COVID-19 pandemic net of a U.S. employee retention credit and U.K government subsidies, restructuring costs of $0.1 million, and a net partial offset of $25.6 million, including offset of costs related to partial recognition of the AMJPP grant, net of other costs. The year ended December 31, 2021 includes excess capacity production costs of $206.7 million related to the temporary B737 MAX and A220 production schedule changes, abnormal costs of $12.0 million for workforce adjustments as a result of COVID-19 production pause, net of a U.S. employee retention credit and U.K. government subsidies, $6.8 million of restructuring costs, and a $35.9 million offset to costs related to partial recognition of the AMJPP grant which was awarded in 2021. In 2023, the segment recorded unfavorable cumulative catch-up adjustments of $45.6 million and $234.0 million of net forward loss charges. The forward loss charges were primarily driven labor and production cost growth, higher supply chain costs, and schedule revisions on the A350 program and additional labor, the impact of the IAM agreement and supply chain cost growth on the B787 program, increased factory performance and supply chain costs on the B767, and higher production, labor and supply chain costs on the A220 program. Unfavorable cumulative catch-up adjustments were primarily recognized on the B737 MAX and A320 programs, reflective of increased supply chain, raw material, factory performance and other costs on the program including the impact of the IAM union negotiations on the Boeing B737 MAX program. The A320 program unfavorable cumulative catch-up adjustment was driven by production cost overruns experienced due to operational and supply chain disruptions, and foreign currency movements In comparison, during 2022, the segment recorded unfavorable cumulative catch-up adjustments of $30.1 million and $243.9 million of net forward loss charges primarily driven by the impact of reduced production volumes on the B787 and A350 programs and the corresponding amount of fixed overhead absorption applied to lower deliveries, engineering analysis and estimated costs of rework on the B787 program, estimated quality improvement costs on the A350 program, and cost performance on the B767 program.

Defense & Space Segment. Defense & Space segment net revenues for the twelve months ended December 31, 2023 were $789.0 million, an increase of $139.2 million, or 21.4%, compared to the same period in the prior year. The increase in revenue was primarily due to increased Boeing P-8 and KC-46 Tanker program production, increased classified program revenues, and increased CH-53K revenue. Defense & Space segment operating margins were 6% for the twelve months ended December 31, 2023, compared to 11% for the same period in the prior year. The decrease in margin was driven by the forward losses recorded on the CH-53K program, partially offset by higher profit margins on classified program revenues, and lower excess capacity costs. The twelve months ended December 31, 2023 include excess capacity production costs of $6.8 million related to the temporary B737 production schedule changes, $0.2 million related to the temporary production pause, and $1.0 million of restructuring charges. The year ended December 31, 2022 include excess capacity production costs of $7.8 million related to the temporary B737 production schedule changes and $2.3 million offset of costs related to AMJPP. In 2023, the segment recorded unfavorable cumulative catch-up adjustments of $10.6 million and $30.7 million of net forward loss charges. In comparison, during 2022, the segment recorded favorable cumulative catch-up adjustments of $2.4 million and $6.4 million of net forward loss charges.

Aftermarket Segment. Aftermarket segment net revenues for the twelve months ended December 31, 2023 were $373.9 million, an increase of $62.5 million, or 20.1%, compared to the same period in the prior year, reflecting greater spare part sales and increased maintenance, repair, and overhaul ("MRO") sales activity. Aftermarket segment operating margins were 22% for the twelve months ended December 31, 2023, compared to 19% for the same period in the prior year.

Twelve Months Ended December 31, 2022 as Compared to Twelve Months Ended December 31, 2021

Net Revenues. Net revenues for the twelve months ended December 31, 2022 were $5,029.6 million, an increase of $1,076.6 million, or 27.2%, compared with net revenues of $3,953.0 million, for the prior year. The increase in revenue was primarily driven by increased Commercial segment production on the B737 MAX program. The remaining increase was primarily due to greater Commercial segment revenues on A220, A320, business jet and B777 programs, partially offset by a decrease in revenue on the B787 and B747 programs, increased Defense Segment Boeing P-8 production and classified program revenue, and greater Aftermarket Segment sales. Approximately 82% of the Company's net revenues in 2022 came from our two largest customers, Boeing and Airbus.

Deliveries to Boeing increased 97 shipsets to 359 shipsets during the twelve months ended December 31, 2022, compared to 262 shipsets delivered in the prior year. The increase was primarily driven by 119 more B737 MAX deliveries, partially offset by lower deliveries on twin aisle programs, particularly the B787 program, which included 17 fewer deliveries. Deliveries to Airbus increased to 726 shipsets during the twelve months ended December 31, 2022, compared to 579 shipsets delivered in the prior year. The increase of 147 shipsets was primarily driven by 124 more deliveries on the A320 program, and also includes increased shipset deliveries on A220, A330, and A350 programs. Production deliveries of business/regional jet wing and wing components increased to 212 shipsets during the twelve months ended December 31, 2022, compared to 181 shipsets delivered in the prior year.

Gross Profit (Loss). Gross profit for the twelve months ended December 31, 2022 was $48.6 million, as compared to a gross loss of $117.8 million for the same period in the prior year, an increase in profit of $166.4 million. The increase in profit was primarily driven by Commercial segment results, which included profit on the increased B737 MAX production revenue and a lower forward loss charge on the B787 program. The Commercial segment also includes greater profit on the increased B777 sales partially offset by greater forward loss charges on the A350 program and margin deterioration on the A320, A220, and RB3070 programs. Increased gross profit in the Defense Segment was driven by the impact of a lower forward loss charge on the Bell V-280 OTA program, increased profit recognized on the CH53-K program, and profit recognized on the increased Boeing P-8 production revenue. Greater profit in our Aftermarket segment was driven by the increased sales. The variance in profit from the prior year period also includes the impact of the $29.1 million charge in relation to the suspension of activities related to customers in Russia, and the impact of lower excess capacity costs that were driven by increased production on the B737 MAX, A220 and A320 programs. In the twelve months ended December 31, 2022, we recognized $157.3 million of excess capacity production costs driven by production schedule changes on B737 MAX, A220 and A320 programs, $9.6 million of net workforce adjustments as a result of COVID-19, and ($29.7) million recognition of the Aviation Manufacturing Jobs Protection Program award which was awarded in the second half of 2021 and was amortized as a reduction to costs of sales through the applicable production period that included the first quarter of 2022, compared to prior year excess capacity cost of $217.5 million, abnormal costs related to COVID-19 workforce adjustments of $12.0 million, and ($32.9) million recognition of the Aviation Manufacturing Jobs Protection Program award. In the twelve months ended December 31, 2022, we recognized $27.7 million of unfavorable cumulative catch-up adjustments related to periods prior to the twelve months ended December 31, 2022, and $250.3 million of net forward loss charges. In the twelve months ended December 31, 2021, we recorded $5.0 million of unfavorable cumulative catch-up adjustments related to periods prior to the twelve months ended December 31, 2021, and $241.5 million of net forward loss charges.

SG&A and Research and Development. SG&A expense was $0.7 million lower for the twelve months ended December 31, 2022, as compared to the same period in the prior year, as the comparative impact of a net $26.6 million charge to SG&A in the prior year period related to a court ruling was partially offset by increased labor and administrative costs. Research and development expense for the twelve months ended December 31, 2022 was $2.9 million lower as compared to the same period in the prior year.

Restructuring Costs and Disposal of Assets. Restructuring costs were $8.0 million lower for the twelve months ended December 31, 2022, compared to the same period in the prior year. The variance reflects higher cost-alignment and headcount reduction activity seen in the twelve months ended December 31, 2021.

Operating Loss. Operating loss for the twelve months ended December 31, 2022 was $281.2 million, an improvement of $178.0 million, compared to operating loss of $459.2 million for the prior year. The decreased loss includes the impact of greater profit on sales, lower SG&A and R&D expenses, and reduced restructuring costs.

Interest Expense and Financing Fee Amortization. Interest expense and financing fee amortization for the twelve months ended December 31, 2022 increased by $1.5 million as compared to the prior year. Interest expense and financing fee amortization included $209.5 million of interest and fees paid or accrued in connection with long-term debt and $14.6 million in amortization of deferred financing costs and original issue discount during the twelve months ended December 31, 2022,

compared to $197.4 million of interest and fees paid or accrued in connection with long-term debt and $8.9 million in amortization of deferred financing costs and original issue discount for the prior year. The increases to debt related interest expense noted above were partially offset by lower interest expense in 2022 on the repayable investment agreement with BEIS which was in place in 2021 but fully settled during the twelve months ended December 31, 2022 (see also Note 23 *Other Income (Expense), Net*).

Other (Expense) Income, net. Other expense for the twelve months ended December 31, 2022 was $14.1 million, compared to other income of $146.6 million for the same period in the prior year. The $160.7 million decrease in other income primarily reflects net pension related expense during the twelve months ended December 31, 2022 of $30.2 million versus net pension related income of $150.1 million in the prior year period. The respective pension income/expense values are separately driven by special accounting impacts related to pension plan termination activities that were respectively undertaken in each period. See also Note 17 *Pension and Other Post-Retirement Benefits*. To a lesser extent, the decrease in other income also reflects a partially offsetting gain during the twelve months ended December 31, 2022 on the settlement of the repayable investment agreement with BEIS (see Note 23 *Other Income (Expense), Net*), relatively higher foreign currency gains during the twelve months ended December 31, 2022, and a gain related to the termination of a joint venture agreement during the twelve months ended December 31, 2022. Comparatively greater other losses in the twelve months ended December 31, 2022 were recognized related to settlement of hedged foreign currency exchange contracts (see Note 15 *Derivative and Hedging Activities)*, increased excise tax related to a pension plan assets reversion during the twelve months ended December 31, 2022 (see Note 17 *Pension and Other Post-Retirement Benefits*), and increased loss on sale of receivables as compared to the prior year period (see Note 6 *Accounts Receivable and Allowance for Credit Losses*).

Benefit (Provision) for Income Taxes. The income tax expense for the twelve months ended December 31, 2022, was $5.2 million compared to a benefit of $17.2 million for the prior year. The 2022 effective tax rate was (1.0%) as compared to 3.1% for 2021. The difference in the effective tax rate recorded for 2022 as compared to 2021 was not substantial, as the effective tax rate was close to zero in each year due to the valuation allowance on deferred taxes coupled with the net operating losses in each period.

Commercial Segment. Commercial segment net revenues for the twelve months ended December 31, 2022 were $4,068.4 million, an increase of $940.3 million, or 30.1%, compared to the same period in the prior year. The increase in revenue was primarily due to increased production on the B737 MAX program during the twelve months ended December 31, 2022. The remaining increase to prior year revenue included greater Commercial segment revenues on the A220, A320, business jet, B777 and A350 programs, partially offset by a decrease in revenue on the B787 and B747 programs. Commercial segment operating margins were (2%) for the twelve months ended December 31, 2022, compared to (7%) for the same period in the prior year. The increase in margin, compared to the same period in the prior year, was driven by the incremental margin impact of the greater volume of B737 program sales, lower forward losses on the B787 production program, and lower excess capacity costs and restructuring costs, partially offset by the relative impact of greater forward losses on the A350 program, and margin deterioration on the A320, A220, RB3070, and Bombardier business jet programs. The twelve months ended December 31, 2022 include the impact of $24.7 million of the charge, mentioned above, in relation to the suspension of activities in Russia. The twelve months ended December 31, 2022 include excess capacity production costs of $149.5 million related to temporary B737 MAX, A320 and A220 production schedule changes, $9.6 million of temporary workforce adjustment costs as a result of the COVID-19 pandemic net of a U.S. employee retention credit and U.K government subsidies, restructuring costs of $0.1 million, and a net partial offset of $25.6 million, including offset of costs related to partial recognition of the AMJPP grant, net of other costs. The year ended December 31, 2021 includes excess capacity production costs of $206.7 million related to the temporary B737 MAX and A220 production schedule changes, abnormal costs of $12.0 million for workforce adjustments as a result of COVID-19 production pause, net of a U.S. employee retention credit and U.K. government subsidies, $6.8 million of restructuring costs, and a $35.9 million offset to costs related to partial recognition of the AMJPP grant which was awarded in 2021. In 2022, the segment recorded unfavorable cumulative catch-up adjustments of $30.1 million and $243.9 million of net forward loss charges. The forward loss charges were primarily driven by increased cost estimates for production rate decreases and build schedule changes, supply chain costs, costs of rework, and other costs on the B787 program, and additional labor, freight, and other cost requirements driven by parts shortages and production and quality issues, production schedule changes received from our customer, and increased non-recurring engineering and tooling costs on the A350 program. The forward loss charges also reflect anticipated production recovery costs related to the bankruptcy of a supplier and associated failure to deliver key parts on the A220 wing program, and, to a lesser extent, increased cost projections on the RB3070, B767, Bombardier Challenger 650, and a partial offset related to the release of a previously recorded forward loss provision that was impacted by the suspension of activities in Russia noted above. Unfavorable cumulative catch-up adjustments were primarily recognized on the B737 MAX and A320 programs, reflective of increased costs experienced and estimated for supply chain, raw material, and other costs on the Boeing B737 MAX program, driven by production schedule changes, parts shortages, and increased supply chain and other costs. The A320 program unfavorable cumulative catch-up adjustment was driven by production cost overruns experienced due to operational and supply chain disruptions, and estimates of the impact of production

schedule changes, increased material costs, increased freight costs, and increased labor and overhead costs. In comparison, during 2021, the segment recorded unfavorable cumulative catch-up adjustments of $5.7 million and $227.3 million of net forward loss charges primarily driven by the impact of reduced production volumes on the B787 and A350 programs and the corresponding amount of fixed overhead absorption applied to lower deliveries, engineering analysis and estimated costs of rework on the B787 program, estimated quality improvement costs on the A350 program, and cost performance on the B767 program.

Defense & Space Segment. Defense & Space segment net revenues for the twelve months ended December 31, 2022 were $649.8 million, an increase of $64.8 million, or 11.1%, compared to the same period in the prior year. The increase in revenue was primarily due to increased Boeing P-8 program production, increased classified program revenues, and increased CH-53K revenue, partially offset by lower KC-46 Tanker production. Defense & Space segment operating margins were 11% for the twelve months ended December 31, 2022, compared to 8% for the same period in the prior year. The increase in margin was driven by the incremental margin impact of the greater volume of Boeing P-8 program sales, lower forward losses on the Bell V-280 OTA program, increased CH-53K profit margin and lower excess capacity costs, partially offset by lower profit margin on classified program revenues. The twelve months ended December 31, 2022 include excess capacity production costs of $7.8 million related to the temporary B737 production schedule changes and $2.3 million offset of costs related to AMJPP. The year ended December 31, 2021 includes excess capacity production costs of $10.8 million, $1.1 million of restructuring costs, and a $3.0 million offset related to partial recognition of the AMJPP grant. In 2022, the segment recorded favorable cumulative catch-up adjustments of $2.4 million and $6.4 million of net forward loss charges. In comparison, during 2021, the segment recorded favorable cumulative catch-up adjustments of $0.7 million and $14.2 million of net forward loss charges.

Aftermarket Segment. Aftermarket segment net revenues for the twelve months ended December 31, 2022 were $311.4 million, an increase of $71.5 million, or 29.8%, compared to the same period in the prior year, reflecting greater spare part sales and increased maintenance, repair, and overhaul ("MRO") sales activity. Aftermarket segment operating margins were 19% for the twelve months ended December 31, 2022, compared to 21% for the same period in the prior year. The twelve months ended December 31, 2022 include the impact of $4.4 million of the total charge, mentioned above, in relation to the suspension of activities in Russia. The twelve months ended December 31, 2022 includes $1.9 million of offset to costs related to AMJPP. The year ended December 31, 2021 includes $0.3 million of restructuring costs, and a $2.2 million offset to costs related to partial recognition of AMJPP.

Liquidity and Capital Resources

We assess our liquidity in terms of our ability to generate cash to fund our operating, investing, and financing activities. Our principal sources of liquidity are operating cash flows from continuing operations and borrowings to finance our business operations. Our operating cash flows from continuing operations have been adversely impacted by, among other things, the B737 MAX grounding, the COVID-19 pandemic, production rate changes for the B737 MAX program and other programs, the impact of inflation on labor and supply chain costs, supply chain disruptions, and labor shortages affecting our business. We expect those adverse impacts to continue for 2024 and beyond. For purposes of assessing our liquidity needs in this section, we have assumed that Boeing would not further reduce the B737 MAX production rate and that other customers generally would not further reduce their production rates. For risks that may affect that assumption, see Item 1A “Risk Factors.”

As of December 31, 2023, our debt balance was $4,083.5 million, including $64.8 million of debt classified as short-term. As of December 31, 2023, we had $823.5 million of cash and cash equivalents on our Consolidated Balance Sheet, which reflects an increase of $164.9 million from the cash and cash equivalents balance of $658.6 million as of December 31, 2022.

Based on current operating trends, we believe our cash on hand and cash flows generated from operations, together with other sources of liquidity and our ability to vary our cost structure, will provide sufficient liquidity for the next twelve months and for the foreseeable future beyond the next twelve months. Beyond the next twelve months, this belief assumes that we will be able to refinance our indebtedness at or prior to maturity with new borrowings or other sources of liquidity. Limitations on our ability to access the capital or credit markets, the cost impacts of additional production rate changes, difficulty with managing costs due to labor shortages, supply chain disruptions, inflation, claims related to quality, or other factors, or unfavorable terms or general reductions in liquidity, may adversely and materially impact our business, financial condition, and results of operations, and prevent us from being able to meet our obligations as they become due. There can be no assurance that we will be able to access the capital or credit markets or, if we do have such access, that it will be on favorable terms.

Further, we have experienced, and could continue to experience, significant fluctuations in our cash flows from period to period, particularly during the continued uncertainty in the timing of the aviation industry recovery and the current challenging

macroeconomic environment. We use our cash for many activities, including operations, capital expenditures, debt service, and working capital. While we may be able to modify, defer or eliminate some of these uses to manage our cash consumption, other uses are relatively fixed and are difficult to modify in the short-term.

Credit Agreement

On October 5, 2020, Spirit entered into a term loan credit agreement (the "Credit Agreement") providing for a $400.0 million senior secured term loan B credit facility with the lenders party thereto and Bank of America, N.A., as administrative agent and collateral agent. On October 5, 2020 Spirit borrowed the full $400.0 million of initial term loans available under the Credit Agreement. The Credit Agreement also permits Spirit to request one or more incremental term facilities in an aggregate principal amount not to exceed (x) in the case of any incremental facility that is secured on a pari passu basis with the Credit Agreement, the greater of (a) $950.0 million and (b) such other amount, so long as on a pro forma basis after giving effect to the incurrence of such indebtedness and the use of proceeds thereof, the first lien secured net leverage ratio does not exceed 3.25 to 1.00; and (y) in the case of any incremental facility that is secured on a junior basis to the Credit Agreement, the greater of (a) $500.0 million and (b) such other amount, so long as on a pro forma basis after giving effect to the incurrence of such indebtedness and the use of proceeds thereof, the secured net leverage ratio does not exceed 5.00 to 1.00. On November 15, 2021, the Company entered into a first refinancing, incremental assumption and amendment agreement (the "November 2021 Amendment") to the Credit Agreement. The November 2021 Amendment provides for, among other things, (i) the refinancing of the $397.0 million aggregate principal amount of term loans outstanding under the Credit Agreement immediately prior to the effectiveness of the November 2021 Amendment with term loans in an equal principal amount with a lower interest rate (the "Repriced Term Loans") and (ii) an incremental term loan facility of $203.0 million in aggregate principal amount with the same terms as the Repriced Term Loans. On November 23, 2022, the Company entered into a second refinancing amendment (the "November 2022 Amendment") to the Credit Agreement (the Credit Agreement, as amended by the November 2021 Amendment and the November 2022 Amendment, the "Amended Credit Agreement"). The November 2022 Amendment provides for, among other things, the refinancing of the $594.0 million aggregate principal amount of term loans outstanding under the Credit Agreement immediately prior to the effectiveness of the November 2022 Amendment (the "Existing Term Loans") with term loans in an equal principal amount with a later maturity date (the "New Term Loans"). The proceeds of the New Term Loans were used to refinance the Existing Term Loans. The New Term Loans will mature on January 15, 2027. The New Term Loans bear interest at a rate ranging between Term SOFR plus 4.25% and Term SOFR plus 4.50% (or, at Spirit's option, between base rate plus 3.25% and base rate plus 3.50%, as applicable) with the margin varying based on Spirit's first lien secured gross leverage ratio. The obligations under the Amended Credit Agreement are guaranteed by Holdings and Spirit AeroSystems North Carolina, Inc., a wholly-owned subsidiary of the Company ("Spirit NC", and together with Holdings, the "Guarantors"), and each existing and future, direct and indirect, wholly-owned material domestic subsidiary of Spirit, subject to certain customary exceptions. The obligations are secured by a first-priority lien with respect to substantially all assets of Spirit and the Guarantors, subject to certain exceptions.

The Amended Credit Agreement contains usual and customary affirmative and negative covenants for facilities and transactions of this type and that, among other things, restrict the Company and its restricted subsidiaries' ability to incur additional indebtedness, create liens, consolidate or merge, make acquisitions and other investments, guarantee obligations of third parties, make loans or advances, declare or pay certain dividends or distributions on the Company's stock, redeem or repurchase shares of the Company's stock, engage in transactions with affiliates and enter into agreements restricting the Company's subsidiaries' ability to pay dividends or dispose of assets. These covenants are subject to a number of qualifications and limitations.

The Amended Credit Agreement provides for customary events of default, including, but not limited to, failure to pay principal and interest, failure to comply with covenants, agreements or conditions, and certain events of bankruptcy or insolvency involving the Company and its material subsidiaries.

As a result of the modification and extinguishment of the Company's prior credit agreement, the Company recognized a loss on extinguishment of $7.2 million, recorded to the *Interest expense and financing fee amortization* line item for the twelve months ended December 31, 2022, on the Company's Consolidated Statement of Operations, of which $4.6 million is reflected within the *Amortization of deferred financing fees* line item in operating activities and $2.6 million is reflected within the *Payment of debt extinguishment costs* line item under financing activities on the Consolidated Statement of Cash Flows for the twelve months ended December 31, 2022. As of December 31, 2023, the outstanding balance of the Amended Credit Agreement was $586.6 million and the carrying value was $571.0 million.

Exchangeable Notes

On November 13, 2023, Spirit entered into an Indenture (the "Exchangeable Notes Indenture"), by and among Spirit, the Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee, in connection with Spirit's issuance of $230.0 million aggregate principal amount of its 3.250% Exchangeable Senior Notes due 2028 (the "Exchangeable Senior Notes"). The Exchangeable Senior Notes were issued and sold in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act. The Exchangeable Senior Notes are senior, unsecured obligations of Spirit and are fully and unconditionally guaranteed on a senior, unsecured basis by the Guarantors.

The Exchangeable Senior Notes mature on November 1, 2028, unless earlier exchanged, redeemed or repurchased, and bear interest at a rate of 3.250% per year payable semiannually in cash in arrears on May 1 and November 1 of each year. The first interest payment date is May 1, 2024.

The Exchangeable Senior Notes will be exchangeable at an initial exchange rate of 34.3053 shares of Spirit Holdings' Class A common stock per $1,000 principal amount of Exchangeable Senior Notes (equivalent to an initial exchange price of approximately $29.15 per share of Class A common stock). At the initial exchange rate, the Senior Notes would be convertible into 7,890,219 shares of Spirit Holdings' Class A common stock. The initial exchange rate is subject to adjustment, as provided in the Exchangeable Notes Indenture. Upon exchange of the Exchangeable Senior Notes, Spirit will pay and/or deliver cash, shares of Class A common stock or a combination of cash and shares of Class A common stock, at Spirit's election, in respect of its exchange obligations for the Exchangeable Senior Notes. Prior to the close of business on the business day immediately preceding August 1, 2028, the Exchangeable Senior Notes will be exchangeable at the option of the noteholders only upon the satisfaction of specified conditions and during certain periods described in the Exchangeable Notes Indenture. On or after August 1, 2028, until the close of business on the business day immediately preceding the maturity date, the Exchangeable Senior Notes will be exchangeable at the option of the noteholders at any time regardless of these conditions or periods.

Prior to November 6, 2026, Spirit may not redeem the Exchangeable Senior Notes. On or after November 6, 2026, Spirit may redeem for cash all or any portion (subject to certain limitations) of the Exchangeable Senior Notes, at its option, if the last reported sale price of the Spirit Holdings' Class A common stock has been at least 130% of the exchange price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which Spirit provides the notice of redemption, at a redemption price equal to 100% of the principal amount of the Exchangeable Senior Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. No "sinking fund" is provided for the Exchangeable Senior Notes.

Subject to certain conditions and exceptions, holders of the Exchangeable Senior Notes will have the right to require Spirit to repurchase all or a portion of their Exchangeable Senior Notes upon the occurrence of a fundamental change such as stockholder approval of a plan or proposal for the liquidation or dissolution of the Company, or the delisting of Spirit's stock (seethe Exchangeable Notes Indenture for a complete listing of events) at a repurchase price of 100% of their principal amount plus any accrued and unpaid interest. In connection with certain corporate events or if Spirit calls any Exchangeable Senior Notes for redemption, Spirit will, under certain circumstances, be required to increase the exchange rate for noteholders who elect to exchange their Exchangeable Senior Notes in connection with any such corporate event or exchange their Exchangeable Senior Notes called for redemption during the related redemption period.

With the exception of covenants restricting Spirit's and the Guarantors' ability to merge, consolidate or sell substantially all of their respective assets, the Indenture does not provide for restrictive covenants.

As of December 31, 2023, the outstanding balance of the Exchangeable Senior Notes was $230000000.0 million and the carrying value was $222.2 million.

Second Lien 2030 Notes

On November 21, 2023, Spirit entered into an Indenture (the "Second Lien 2030 Notes Indenture"), by and among Spirit, the Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, in connection with Spirit's offering of $1,200.0 million aggregate principal amount of its 9.75% Senior Secured Second Lien Notes due 2030 (the "Second Lien 2030 Notes"). The Second Lien 2030 Notes were issued and sold in a private placement to qualified institutional buyers pursuant to Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and in offshore transactions to non-U.S. persons pursuant to Regulation S under the Securities Act.

The Second Lien 2030 Notes mature on November 15, 2030 and bear interest at a rate of 9.75% per year payable semiannually in cash in arrears on May 15 and November 15 of each year. The first interest payment date is May 15, 2024. The Second Lien 2030 Notes are guaranteed by the Guarantors, and each existing and future, direct and indirect, wholly-owned material domestic subsidiary of the Company, subject to certain customary exceptions. The Second Lien 2030 Notes are secured by a second-priority lien with respect to substantially all assets of Spirit and the Guarantors, subject to certain exceptions.

The Second Lien 2030 Notes Indenture contains covenants that limit Spirit's, the Company's and the Company's restricted subsidiaries' ability, subject to certain exceptions and qualifications, to incur indebtedness secured by liens, enter into sale and leaseback transactions, make restricted payments and investments and enter into certain mergers or consolidations and transfer substantially all of the Company and its subsidiaries' assets. These covenants are subject to a number of qualifications and limitations. In addition, the Second Lien 2030 Notes Indenture provides for customary events of default.

As of December 31, 2023, the outstanding balance of the Second Lien 2030 Notes was $1,200,000,000.0 million and the carrying value was $1,180.0 million.

First Lien 2029 Notes

On November 23, 2022, Spirit entered into an Indenture (the "First Lien 2029 Notes Indenture"), by and among Spirit, the Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, in connection with Spirit's offering of $900 million aggregate principal amount of its 9.375% Senior Secured First Lien Notes due 2029 (the "First Lien 2029 Notes"). The First Lien 2029 Notes were issued and sold in a private placement to qualified institutional buyers pursuant to Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and in offshore transactions to non-U.S. persons pursuant to Regulation S under the Securities Act.

The First Lien 2029 Notes mature on November 30, 2029 and bear interest at a rate of 9.375% per year payable semiannually in cash in arrears on May 30 and November 30 of each year. The first interest payment date is May 30, 2023. The First Lien 2029 Notes are guaranteed by the Guarantors, and each existing and future, direct and indirect, wholly-owned material domestic subsidiary of the Company, subject to certain customary exceptions. The First Lien 2029 Notes are secured by a first-priority lien with respect to substantially all assets of Spirit and the Guarantors, subject to certain exceptions.

The First Lien 2029 Notes Indenture contains covenants that limit Spirit's, the Company's and the Company's restricted subsidiaries' ability, subject to certain exceptions and qualifications, to incur indebtedness secured by liens, enter into sale and leaseback transactions, make restricted payments and investments and enter into certain mergers or consolidations and transfer substantially all of the Company and its subsidiaries' assets. These covenants are subject to a number of qualifications and limitations. In addition, the First Lien 2029 Notes Indenture provides for customary events of default.

As of December 31, 2023, the outstanding balance of the First Lien 2029 Notes was $900.0 million and the carrying value was $888.4 million.

First Lien 2025 Notes

On October 5, 2020, Spirit entered into an Indenture (the "First Lien 2025 Notes Indenture"), by and among Spirit, the Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, in connection with Spirit's offering of $500.0 million aggregate principal amount of its 5.500% Senior Secured First Lien Notes due 2025 (the "First Lien 2025 Notes").

The First Lien 2025 Notes were issued and sold in a private placement to qualified institutional buyers pursuant to Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and in offshore transactions to non-U.S. persons pursuant to Regulation S under the Securities Act.

The First Lien 2025 Notes mature on January 15, 2025 and bear interest at a rate of 5.500% per year payable semiannually in cash in arrears on January 15 and July 15 of each year. The first interest payment date is January 15, 2021.

The First Lien 2025 Notes are guaranteed by the Guarantors and were initially secured by a first-priority lien with respect to substantially all assets of Spirit and the Guarantors, subject to certain exceptions.

The First Lien 2025 Notes Indenture initially contained covenants that limit Spirit's, the Company's and the Company's restricted subsidiaries' ability, subject to certain exceptions and qualifications, to incur indebtedness secured by liens, enter into sale and leaseback transactions, make restricted payments and investments and enter into certain mergers or consolidations and transfer substantially all of the Company and its subsidiaries' assets. These covenants were subject to a number of qualifications and limitations. In addition, the First Lien 2025 Indenture provides for customary events of default.

In the fourth quarter of 2022, Spirit purchased $479.2 million in aggregate principal amount of its outstanding First Lien 2025 Notes for cash pursuant to a tender offer (the "Tender Offer"). As of December 31, 2023, the outstanding balance of the First Lien 2025 Notes was $20.8 million and the carrying value was $20.8 million. In connection with the Tender Offer, Spirit received the requisite consents from holders of the 2025 First Lien Notes necessary to approve amendments to the 2025 First Lien Notes Indenture, to, among other things, eliminate certain of the restrictive covenants and events of default contained in the 2025 First Lien Notes Indenture (the "Majority Amendments") and terminate the security interest and release the collateral under the 2025 First Lien Notes Indenture (the "Collateral Release Amendments"). Spirit, the Company, Spirit NC and The Bank of New York Mellon Trust Company, N.A. entered into the First Supplemental Indenture, dated as of November 23, 2022, to the 2025 First Lien Notes Indenture, which effects (i) the Majority Amendments and (ii) the Collateral Release Amendments, in each case, as of November 23, 2022. As of December 31, 2023, the First Lien 2025 Notes are unsecured and the First Lien 2025 Notes Indenture no longer includes covenants that limit Spirit's, the Company's and the Company's subsidiaries' ability to incur indebtedness secured by liens, enter into sale and leaseback transactions or make restricted payments and investments.

2026 Notes

In June 2016, the Company issued $300.0 million in aggregate principal amount of 3.850% Senior Notes due June 15, 2026 (the "2026 Notes") with interest payable, in cash in arrears, on June 15 and December 15 of each year, beginning December 15, 2016. As of December 31, 2023, the outstanding balance of the 2026 Notes was $300.0 million and the carrying value was $299.1 million. The Company and Spirit NC guarantee Spirit's obligations under the 2026 Notes on a senior secured basis.

On February 24, 2020, Spirit entered into a Second Supplemental Indenture (the "Second Supplemental Indenture") by and among Spirit, the Company, Spirit NC, and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), as trustee in connection with the 2026 Notes. Under the Second Supplemental Indenture, the 2026 Noteholders were granted security on an equal and ratable basis with the lenders under the 2018 Credit Agreement until the security in favor of the lenders under the 2018 Credit Agreement was released on October 5, 2020. The Supplemental Indenture also added Spirit NC as an additional guarantor under the indenture governing the 2026 Notes.

On April 17, 2020, Spirit entered into a Third Supplemental Indenture (the "Third Supplemental Indenture"), by and among Spirit, the Company, Spirit NC and The Bank of New York Mellon Trust Company, N.A., as trustee in connection with the 2026 Notes. Under the Third Supplemental Indenture, the noteholders were granted security on an equal and ratable basis with the holders of the Second Lien 2025 Notes until the security in favor of the holders of the Second Lien 2025 Notes was released on November 21, 2023.

On October 5, 2020, Spirit entered into a Fourth Supplemental Indenture (the "Fourth Supplemental Indenture"), by and among Spirit, the Company, Spirit NC and The Bank of New York Mellon Trust Company, N.A., as trustee in connection with 2026 Notes. Under the Fourth Supplemental Indenture, the holders of the 2026 Notes were granted security on an equal and ratable basis with the holders of the First Lien 2025 Notes (until the security in favor of the lenders under the holders of the First Lien 2025 Notes was released on November 23, 2022) and the secured parties under the Amended Credit Agreement.

On November 23, 2022, Spirit entered into a Fifth Supplemental Indenture (the "Fifth Supplemental Indenture"), by and among Spirit, the Company, Spirit NC and The Bank of New York Mellon Trust Company, N.A., as trustee in connection with the 2026 Notes. Under the Fifth Supplemental Indenture, the holders of the 2026 Notes were granted security on an equal and ratable basis with the holders of the First Lien 2029 Notes.

On November 21, 2023, Spirit entered into a Sixth Supplemental Indenture (the "Sixth Supplemental Indenture"), by and among Spirit, the Company, Spirit NC and The Bank of New York Mellon Trust Company, N.A., as trustee in connection with the 2026 Notes. Under the Sixth Supplemental Indenture, the holders of the 2026 Notes were granted security on an equal and ratable basis with the holders of the Second Lien 2030 Notes.

Second Lien 2025 Notes

On April 17, 2020, Spirit entered into an Indenture (the "Second Lien 2025 Notes Indenture"), by and among Spirit, the Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, in connection with Spirit's offering of $1,200.0 million aggregate principal amount of its 7.500% Senior Secured Second Lien Notes due 2025 (the "Second Lien 2025 Notes").

The Second Lien 2025 Notes were issued and sold in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act, and in offshore transactions to non-U.S. persons pursuant to Regulation S under the Securities Act.

The Second Lien 2025 Notes mature on April 15, 2025 and bear interest at a rate of 7.500% per year payable semiannually in cash in arrears on April 15 and October 15 of each year. The first interest payment date was October 15, 2020.

The Second Lien 2025 Notes were guaranteed by the Guarantors and secured by a second-priority lien with respect to substantially all assets of Spirit and the Guarantors, subject to certain exceptions.

The Second Lien 2025 Notes Indenture contains covenants that limit Spirit's, the Company's and the Company's subsidiaries' ability, subject to certain exceptions and qualifications, to create liens, enter into sale and leaseback transactions and guarantee other indebtedness without guaranteeing the Second Lien 2025 Notes. These covenants are subject to a number of qualifications and limitations. In addition, the Second Lien 2025 Notes Indenture provides for customary events of default.

In the fourth quarter of 2023, Spirit purchased $1,108.2 million in aggregate principal amount of its outstanding Second Lien 2025 Notes for cash pursuant to a tender offer (the "2023 Tender Offer"). On November 21, 2023, Spirit notified The Bank of New York Mellon Trust Company, N.A., the trustee for the 2025 Second Lien Notes (the "2025 Trustee"), of its election to call for redemption on December 1, 2023 (the "Redemption Date") all of the outstanding $91.8 million principal amount of the 2025 Second Lien Notes remaining after the settlement of the Tender Offer, and instructed the 2025 Trustee to provide notice of such redemption to the holders of the 2025 Second Lien Notes in accordance with the terms of the indenture governing the 2025 Second Lien Notes. The 2025 Second Lien Notes were redeemed at a redemption price equal to 100.780% of the principal amount thereof (which is equal to the price paid for the 2025 Second Lien Notes tendered in the 2023 Tender Offer), plus accrued and unpaid interest to, but not including, the Redemption Date.

As a result of the modification and extinguishment of the Second Lien 2025 Notes Indenture, the Company recognized a loss on extinguishment of $17.3 million, recorded to the *Interest expense and financing fee amortization* line item for the twelve months ended December 31, 2023, on the Company's Consolidated Statement of Operations, of which $5.5 million is reflected within the *Amortization of deferred financing fees* line item in operating activities and $11.8 million is reflected within the *Payment of debt extinguishment costs* line item under financing activities on the Consolidated Statement of Cash Flows for the twelve months ended December 31, 2023. As of December 31, 2023, the outstanding balance of the Second Lien 2025 Notes was $0.0 and the carrying value was $0.0.

Floating Rate, 2023, and 2028 Notes

On May 30, 2018, Spirit entered into an Indenture (the "2018 Indenture") by and among Spirit, the Company and The Bank of New York Mellon Trust Company, N.A., as trustee in connection with Spirit's offering of $300.0 million aggregate principal amount of its Senior Floating Rate Notes due 2021 (the "Floating Rate Notes"), $300.0 million aggregate principal amount of its 3.950% Senior Notes due 2023 (the "2023 Notes") and $700.0 million aggregate principal amount of its 4.600% Senior Notes due 2028 (the "2028 Notes" and, together with the Floating Rate Notes and the 2023 Notes, the "2018 Notes"). Holdings guaranteed Spirit's obligations under the 2018 Notes on a senior unsecured basis.

On February 24, 2021, Spirit redeemed the outstanding $300.0 million principal amount of the Floating Rate Notes. On November 23, 2022, Spirit redeemed the outstanding $300.0 million principal amount of the 2023 Notes. The 2028 Notes bear interest at a rate of 4.600% per annum and mature on June 15, 2028. Interest on the 2028 Notes is payable on June 15 and December 15 of each year, beginning on December 15, 2018. The outstanding balance of the Floating Rate Notes, 2023 Notes, and 2028 Notes was $0.0, $0.0, and $700.0 million as of December 31, 2023, respectively. The carrying value of the Floating Rate Notes, 2023 Notes, and 2028 Notes was $0.0, $0.0, and $696.6 million as of December 31, 2023, respectively.

The 2018 Indenture contains covenants that limit Spirit's, the Company's and certain of the Company's subsidiaries' ability, subject to certain exceptions and qualifications, to create liens and enter into sale and leaseback transactions. These

covenants are subject to a number of qualifications and limitations. In addition, the 2018 Indenture provides for customary events of default.

As of December 31, 2023, the Company was in compliance with all covenants contained in the indentures governing the First Lien 2029 Notes, First Lien 2025 Notes, Second Lien 2030 Notes, 2026 Notes, and the 2028 Notes.

For additional information on our outstanding debt, please see Note 16 to the Consolidated Financial Statements, *Debt*.

Common Stock Offering

On November 8, 2023, we entered into an underwriting agreement in connection with the registered public offering of 10,454,545 shares of our Class A common stock, including the underwriters' option to purchase 1,363,636 additional shares of Class A common stock, at a price to the public of $22.00 per share of Class A common stock. On November 13, 2023, we issued and sold 10,454,545 shares of its Class A common stock pursuant to the Underwriting Agreement, which included the exercise in full of the underwriters' option to purchase additional shares of Class A common stock. The net proceeds to us from the Common Stock Offering, after deducting underwriting discounts and commissions and offering expenses payable by us, were approximately $220.7 million.

Receivables Financing

We have agreements to sell, on a revolving basis, certain trade accounts receivable balances with Boeing, Airbus, and Rolls-Royce to third-party financial institutions. These programs were primarily entered into as a result of Boeing and Airbus seeking payment term extensions with us, and they continue to allow us to monetize the receivables prior to their payment date, subject to payment of a discount. Our ability to continue using such agreements is primarily dependent upon the strength of Boeing's, Airbus's, and Rolls-Royce's financial condition. If any of these financial institutions involved with these arrangements experiences financial difficulties, becomes unwilling to support Boeing, Airbus, or Rolls-Royce due to a deterioration in their financial condition or otherwise, or is otherwise unable to honor the terms of the factoring arrangements, we may experience significant disruption and potential liquidity issues, which could have an adverse impact upon our operating results, financial condition and cash flows. For the twelve months ended December 31, 2023, $3,692.5 million of accounts receivable were sold via these arrangements. For additional information on the sale of receivables, please see Note 6 to the Consolidated Financial Statements, *Accounts Receivable, net*.

Supply Chain Financing Applicable to Suppliers

We have provided our suppliers with access to a supply chain financing program through facilities with third-party financing institutions. The program allows suppliers to monetize the receivables prior to their payment date, subject to payment of a discount. Our suppliers' ability to continue using such agreements is primarily dependent upon the strength of our financial condition. During the twelve months ended December 31, 2023, we increased capacity under our existing supply chain financing program in order to support increases to production. While our suppliers' access to this supply chain financing program could be curtailed if our credit ratings are downgraded, we do not expect that changes in the availability of supply chain financing to our suppliers will have a significant impact on our liquidity.

The balance of payables to suppliers who elected to participate in the supply chain financing program included in our accounts payable balance as of December 31, 2023 was $155.6 million, an increase of $53.6 million over the balance as of December 31, 2022 of $102.0 million as we added an additional financing institution to provide more capacity during 2023. In the comparable prior year period, payables to suppliers who elected to participate in the supply chain financing program increased by $43.1 million over the twelve months ended December 31, 2021. The changes in each period primarily reflect purchases from suppliers related to production levels during the applicable period.

Credit Ratings

As of December 31, 2023, our corporate credit ratings were B by Standard & Poor's Global Ratings ("S&P"), and B2 by Moody's Investors Service, Inc. ("Moody's").

The ratings reflect, among other things, the agencies' assessment of our ability to pay interest and principal on our debt securities and credit agreements. A rating is not a recommendation to purchase, sell or hold securities. Each rating is subject to revision or withdrawal at any time by the assigning rating organization. Each rating agency has its own methodology for assigning ratings and, accordingly, each rating should be considered independently of all other ratings. These ratings and our

current credit condition affect, among other things, our ability to access new capital. Negative changes to these ratings have in the past resulted in, and may in the future result in, more stringent covenants and higher interest rates under the terms of any new debt.

Derivatives and Hedging

The Company has entered into a series of currency forward contracts, each designated as a cash flow hedge upon the date of execution, for the purpose of reducing the variability of cash flows and hedging against the foreign currency exposure for forecasted payroll, pension and vendor disbursements that are expected to be made in the British pound sterling at our operations located in Belfast, Northern Ireland. The hedging program implemented is intended to reduce foreign currency exposure, and the associated forward currency contracts hedge forecasted transactions through September 2024. Changes in the fair value of cash flow hedges are recorded in AOCI and recorded in earnings in the period in which the hedged transaction settles. The gain recognized in AOCI was $5.9 million for the twelve months ended December 31, 2023. As of December 31, 2023, the maximum term of the hedged forecasted transaction was 9 months. Within the next 12 months, the Company expects to recognize a gain of $3.0 million in earnings related to the foreign currency forward contracts.

Pension and Other Post-Retirement Benefit Obligations

Effective October 1, 2021, we spun off a portion of the existing PVP A, to a new plan called PVP B. As part of the PVP B plan termination process, a lump sum offering was provided during 2021 for PVP B participants and the final asset distribution was completed in the first quarter of 2022. At December 31, 2023, a pension reversion asset of $61.1 million is recorded on the Restricted plan assets line item on the Company's Consolidated Balance Sheets. Restricted plan assets are expected to be reduced over six years as they are distributed to employees under a qualified benefit program.

In July 2022 the Company adopted and communicated to participants a plan to terminate the PVP A. During the twelve months ended December 31, 2022, the PVP A plan was amended, providing for an enhancement to benefits the Company is providing to certain U.S. employees in conjunction with the plan termination. The estimated liability impact of this plan amendment, $73.5 million, was recognized immediately as a non-cash, pre-tax non-operating charge for amortization of prior service costs. We recognized additional non-cash, pre-tax non-operating accounting charges of $34.7 million related to the plan termination, primarily reflecting the accounting for bulk lump-sum payments made in the fourth quarter of 2022, which resulted in a settlement charge related to the accelerated recognition of the actuarial losses for the PVP A plan that were previously included in the *Accumulated other comprehensive loss* line item in the Stockholders' Equity section of the Company's Balance Sheet. See also Note 17 *Pension and Other Post-Retirement Benefits*.

In the fourth quarter of 2023, the Company applied final settlement accounting to the PVP A. During 2023, the Company received excess plan asset reversion of $188.5 million of cash from PVP A. This transaction was accounted for as a negative contribution, and is included on the *Pension plans employer contributions* line item on the Consolidated Statements of Cash Flows for the year ended December 31, 2023. Excise tax of $37.7 million related to the reversion of excess plan assets was separately recorded to the *Other income (expense), net* line item on the Consolidated Statements of Operations for the year ended December 31, 2023. See also Note 23 *Other Income (Expense), Net* to our condensed consolidated financial statements included in Item 8 of this Annual Report for more information. At December 31, 2023 and 2022, an excess pension plan asset reversion of $61.1 million and $71.1 million is recorded on the *Restricted plan assets* line item on the Company's Consolidated Balance Sheets. Restricted plan assets are expected to be reduced over six years as they are distributed to employees under a qualified benefit program.

Cash Flows

The following table provides a summary of our cash flows for the twelve months ended December 31, 2023, 2022, and 2021:

	For the Twelve Months Ended		
	December 31, 2023	December 31, 2022	December 31, 2021
	($ in millions)		
Net loss	$ (616.1)	$ (546.2)	$ (540.8)
Adjustments to reconcile net income	259.0	323.8	248.9
Changes in working capital	131.3	(172.2)	228.7
Net cash used in operating activities	(225.8)	(394.6)	(63.2)
Net cash used in investing activities	(147.8)	(155.5)	(163.8)
Net cash (used in) provided by financing activities	531.6	(261.0)	(163.5)
Effect of exchange rate change on cash and cash equivalents	9.5	(8.9)	(4.2)
Net decrease in cash, cash equivalents, and restricted cash for the period	167.5	(820.0)	(394.7)
Cash, cash equivalents, and restricted cash, beginning of period	678.4	1,498.4	1,893.1
Cash, cash equivalents, and restricted cash, end of period	$ 845.9	$ 678.4	$ 1,498.4

Twelve Months Ended December 31, 2023 as Compared to Twelve Months Ended December 31, 2022

Operating Activities

For the twelve months ended December 31, 2023, we had a net cash outflow of $225.8 million from operating activities, a decrease in net outflow of $168.8 million compared to a net cash outflow of $394.6 million for the prior year. The decrease in net cash outflow was driven primarily the receipt of pension asset reversion payments discussed in Note 17 *Pension and Other Post-Retirement Benefits*, an increase in advance payments and an increased deferred revenue, partially offset by an increase to working capital associated with increased production throughout the current year period. Operating activities also include the pension asset reversion to cash discussed in Note 17 *Pension and Other Post-Retirement Benefits*, $100 million in advances received from Airbus and $100.0 million received from Boeing in 2023 per the terms of the 2023 MOA for tooling and capital for certain planned and potential Boeing 737 and 787 program rate increases, as compared to the cash repayments of $123 million made in the prior year of the advance payment received from Boeing on the B737 program, and the interest payment associated with the settlement of the repayable investment agreement between the Company and the U.K.'s Department for Business, Energy and Industrial Strategy. See also Note 13 *Advance Payments* and Note 23 *Other Income (Expense), Net*.

Investing Activities

For the twelve months ended December 31, 2023, we had a net cash outflow of $147.8 million from investing activities, compared to a net cash outflow of $155.5 million for the prior year. This decrease in net outflow was primarily driven by cash outflows related to our prior year acquisition of T.E.A.M., Inc., while the current year had no equivalent outflows. This was partially offset by higher capital expenditures in the current year.

Financing Activities

For the twelve months ended December 31, 2023, we had a net cash inflow of $531.6 million for financing activities, an increase in inflows of $792.6 million as compared to a net cash outflow of $261.0 million for the same period in the prior year. The increased cash inflow was primarily driven by various financing transactions including the issuance of common stock which represented a cash inflow of $220.7 million, the incremental $300 million borrowed as part of the issuance of the Second Lien 2030 Notes over the extinguishment of the Second Lien 2025 Notes as compared to the issuance of $900 million of First Lien 2029 Notes in the prior year, and $222.2 million from the issuance of the Exchangeable Senior Notes. During the twelve months ended December 31, 2023, we paid dividends of $0.0 million to our stockholders of record, compared to dividends of $4.2 million paid in the same period in the prior year. There were no repurchases of Common Stock under our share repurchase program during either the twelve months ended December 31, 2023 or December 31, 2022.

Twelve Months Ended December 31, 2022 as Compared to Twelve Months Ended December 31, 2021

Operating Activities

For the twelve months ended December 31, 2022, we had a net cash outflow of $394.6 million from operating activities, an increase in net outflow of $331.4 million compared to a net cash outflow of $63.2 million for the prior year. The increase in net cash outflow was driven by an increase to working capital associated with increased production throughout the 2022 period, and the absence of a 2022 cash inflow related to a relatively large income tax refund received in the prior year period. These impacts were partially offset by cash inflows from comparatively greater earnings in the 2022 period, and the absence of a relatively large cash pension contribution in the prior year related to the Bombardier acquisition. Operating activities also include the pension asset reversion to cash discussed in Note 17 Pension and Other Post-Retirement Benefits, cash repayments of $123 million made in 2022 of the advance payment received from Boeing on the B737 program, and the interest payment associated with the settlement of the repayable investment agreement between the Company and the U.K.'s Department for Business, Energy and Industrial Strategy. See also Note 13 Advance Payments and Note 23 Other Income (Expense), Net.

Investing Activities

For the twelve months ended December 31, 2022, we had a net cash outflow of $155.5 million from investing activities, compared to a net cash outflow of $163.8 million for the prior year. This decrease in net outflow was primarily driven by lower capital expenditures, partially offset by cash outflows related to the 2022 period acquisition of T.E.A.M., Inc., which were greater than the outflows in the prior year period for our acquisition of Applied Aerodynamics.

Financing Activities

For the twelve months ended December 31, 2022, we had a net cash outflow of $261.0 million for financing activities, an increase in outflows of $97.5 million as compared to a net cash outflow of $163.5 million for the same period in the prior year. The increased cash outflow was primarily driven by the differences between borrowing activity in the two periods and the $289.5 million 2022 period principal repayment of the repayable investment agreement between the Company and the U.K.'s Department for Business, Energy and Industrial Strategy. In 2022, in addition to the repayment of the repayable investment agreement noted above, we had net cash inflows related to the issuance of our $900 million First Lien 2029 Notes, partially offset by net cash outflows related to partial redemption of our $500 million 2025 First Lien Notes and redemption of our $300 million 2023 Notes, including related fees. In the prior year, cash inflows from financing activities included the impact of an incremental term loan facility of $203 million and redemption of the $300 million aggregate principal amount of Senior Floating Rate Notes due 2021. During the twelve months ended December 31, 2022, we paid dividends of $4.2 million to our stockholders of record, compared to dividends of $4.3 million paid in the same period in the prior year. There were no repurchases of Common Stock under our share repurchase program during either the twelve months ended December 31, 2022 or December 31, 2021.

Future Cash Needs and Capital Spending

Impacts from, among other things, the B737 MAX grounding, the COVID-19 pandemic, production rate changes for the B737 MAX program and other programs, supply chain disruptions and quality issues, labor shortages and cost increases have significantly impacted our liquidity requirements and operations. Our primary future cash needs will consist of working capital, research and development, capital expenditures, debt service, integration activity, and potential merger and acquisition activity. We expend significant capital as we undertake new programs, which begin in the non-recurring investment phase of our business model. In addition, we expend significant capital to meet increased production rates, which we expect will happen as the aviation industry continues recovery through the current challenging macroeconomic environment; however, we cannot give any assurances that continued progress towards normalization to expected production rates will happen soon enough for us to fund our operations and meet our debt repayment obligations. We also require capital to develop new technologies for the next generation of aircraft, which may not be funded by our customers. Historically, share repurchases and dividend payments have also been factors affecting our liquidity. As described below, our share repurchase program and quarterly dividend have been paused.

Our cash flows from continuing operations generally have been adversely impacted by the resulting production rate changes associated with the B737 MAX grounding and the COVID-19 pandemic and we expect the adverse impact to continue as aviation demand and resultant aircraft production recovery occurs. Based on current operating trends, we believe our cash on hand and cash flows generated from operations, together with other sources of liquidity and our ability to vary our cost structure, will provide sufficient liquidity for the next twelve months and for the foreseeable future beyond the next twelve months. Beyond the next twelve months, this belief assumes that we will be able to refinance our indebtedness at or prior to

maturity with new borrowings or other sources of liquidity. Limitations on our ability to access the capital or credit markets, the cost impacts of additional production rate changes, difficulty with managing costs due to labor shortages, supply chain disruptions, inflation or other factors, or unfavorable terms or general reductions in liquidity, may adversely and materially impact our business, financial condition, and results of operations, and prevent us from being able to meet our obligations as they become due. There can be no assurance that we will be able to access the capital or credit markets or, if we do have such access, that it will be on favorable terms. Further, we could experience significant fluctuations in our cash flows from period to period, particularly during the continued uncertainty during the aviation industry recovery and the current challenging macroeconomic environment. While we may be able to modify, defer or eliminate some of our uses of cash as described above to manage our cash consumption, other uses are relatively fixed and are difficult to modify in the short-term.

In addition to the impacts of the COVID-19 pandemic and resultant recovery period, our energy, freight, raw material and other costs have been impacted by, and may continue to be impacted by, Russia's February 2022 invasion of Ukraine, the resultant sanctions and other measures imposed by the U.S. and other governments, and other related impacts, as well as the recent conflict in the Middle East, which have resulted in economic and political uncertainty and risks.

Prolonged global inflationary pressures have also impacted labor, supply chain, energy, freight, raw material and other costs, in addition to increased interest costs related to counter-inflationary measures taken by central banks. In certain situations, we have the ability to recover certain abnormal inflationary impacts through contractual agreements with our customers, however, we anticipate that we will experience reduced levels of profitability related to inflationary impacts until such time as the rate of inflation subsides to normal historical levels.

Apart from the COVID-19 pandemic, the B737 MAX grounding and its residual demand impacts created and continues to create significant liquidity challenges for the Company. Spirit delivered 356 B737 MAX shipsets in year ended December 31, 2023 compared to 606 B737 MAX shipsets delivered in the last full year period prior to the grounding, which was the year ended December 31, 2019. While we expect the production rate to increase in future periods, that expectation is subject to a number of risks that are described further in Item 1A. "Risk Factors" of this Annual Report.

If production levels are further reduced by our customers for any reason (including the COVID-19 pandemic, demand and quality challenges for the B737 MAX program, supply challenges caused by labor shortages, inflation or other supply chain disruptions, or otherwise) beyond current expectations or if we have difficulties in managing our cost structure to take into account changes in production schedules, our liquidity position may worsen if we are unable to procure additional financing, and our business, financial condition, results of operations and cash flows could be materially adversely impacted.

As of December 31, 2023, there was $925 million remaining in the Company's Board-approved share repurchase program. Share repurchases are currently on hold. On November 3, 2022, the Company announced that the Board had suspended payments of dividends. The Board regularly evaluates the Company's capital allocation strategy and dividend policy. Any future determination to pay dividends will be at the discretion of our Board of Directors and will depend upon, among other factors, our results of operations, financial condition, capital requirements and contractual restrictions, including the requirements of financing agreements to which we may be a party. No assurance can be given that cash dividends will continue to be declared and paid at historical levels or at all.

Foreign Operations

We engage in business in various non-U.S. markets. As of December 31, 2023, we have facilities in the U.K., France, Malaysia, and Morocco. We are also members of joint ventures in both Taiwan and the People's Republic of China.

Currency fluctuations, tariffs and similar import limitations, price controls, tax reform, and labor regulations can affect our foreign operations. Other potential limitations on our foreign operations include expropriation, nationalization, restrictions on foreign investments or their transfers, and additional political and economic risks. In addition, the transfer of funds from foreign operations could be impaired by any restrictive regulations that foreign governments could enact.

Sales to foreign customers are subject to numerous additional risks, including the impact of foreign government regulations, political uncertainties, and differences in business practices. There can be no assurance that foreign governments will not adopt regulations or take other actions that would have a direct or indirect adverse impact on our business or market opportunities with such governments' countries. Furthermore, the political, cultural, and economic climate outside the U.S. may be unfavorable to our operations and growth strategy.

For the twelve months ended December 31, 2023, our net revenues from direct sales to non-U.S. customers were $1,380.8 million, or 23% of total net revenues for the same period. For the twelve months ended December 31, 2022, our net revenues

from direct sales to non-U.S. customers were $1,215.1 million, or 24% of total net revenues for the same period. For the twelve months ended December 31, 2021, our net revenues from direct sales to non-U.S. customers were $1,130.8 million, or 29% of total net revenues for the same period.

Our foreign operations subject us to risks that are described further in Item 1A. “Risk Factors” of this Annual Report.

Information Regarding Guarantors of Spirit’s Notes Registered Under the Securities Act of 1933

Spirit’s 2026 Notes are guaranteed by Spirit AeroSystems North Carolina, Inc., a wholly-owned subsidiary of the Company (“Spirit NC”) and Spirit Holdings, and Spirit’s 2028 Notes are guaranteed by Spirit Holdings. None of Spirit’s notes are guaranteed by Spirit’s or Spirit Holdings' other domestic subsidiaries or any foreign subsidiaries (together, the “Non-Guarantor Subsidiaries”). Spirit Holdings consolidates each of Spirit and Spirit NC in its consolidated financial statements. Spirit and Spirit NC are both 100 percent-owned and controlled by Spirit Holdings. Spirit Holdings' guarantees of Spirit’s indebtedness are full and unconditional, except that the guarantees may be automatically released and relieved upon satisfaction of the requirements for legal defeasance or covenant defeasance under the applicable indenture being met. Spirit Holdings’ guarantees are also subject to a standard limitation which provides that the maximum amount guaranteed by the Company will not exceed the maximum amount that can be guaranteed without making the guarantee void under fraudulent conveyance laws.

The guarantees of Spirit Holdings and Spirit NC with respect to Spirit’s 2026 Notes are made on a joint and several basis. The guarantee of Spirit NC is not full and unconditional because Spirit NC can be automatically released and relieved of its obligations under certain circumstances, including if it no longer guarantees Spirit’s Credit Agreement. Like Spirit Holdings’ guarantees, the guarantee of Spirit NC is subject to a standard limitation which provides that the maximum amount guaranteed by Spirit NC will not exceed the maximum amount that can be guaranteed without making the guarantee void under fraudulent conveyance laws.

All of the existing guarantees by Spirit Holdings and Spirit NC rank equally in right of payment with all of the guarantors’ existing and future senior indebtedness. The secured indebtedness of Spirit Holdings and Spirit NC (including guarantees of Spirit’s existing and future secured indebtedness) will be effectively senior to guarantees of any unsecured indebtedness to the extent of the value of the assets securing such indebtedness. Future guarantees of subordinated indebtedness will rank junior to any existing and future senior indebtedness of the guarantors. The guarantees are structurally junior to any debt or obligations of non-guarantor subsidiaries, including all debt or obligations of subsidiaries that are released from their guarantees of the notes. As of December 31, 2023, indebtedness of our non-guarantor subsidiaries included $266.2 million of outstanding borrowings under intercompany agreements with guarantor subsidiaries and $19.6 million of finance leases of our non-guarantor subsidiaries. Based on our understanding of Rule 3-10 of Regulation S-X (“Rule 3-10”), we believe that the Spirit Holdings' guarantees of Spirit’s indebtedness comply with the conditions set forth in Rule 3-10, which enable us to present summarized financial information for Spirit Holdings, Spirit and Spirit NC, which is a consolidated guarantor subsidiary, in accordance with Rule 13-01 of Regulation S-X. The summarized financial information excludes information regarding the non-guarantor subsidiaries. In accordance with Rule 3-10, separate financial statements of the guarantor subsidiaries have not been presented. The following tables include summarized financial information of Spirit, Holdings, and Spirit NC (together, the “obligor group”). Investments in and equity in the earnings of Spirit Holdings' Non-Guarantor Subsidiaries, which are not a member of the obligor group, have been excluded. The summarized financial information of the obligor group is presented on a combined basis for Spirit and Spirit Holdings, and separately for Spirit NC, with intercompany balances and transactions between entities in the obligor group eliminated. The obligor group’s amounts due from, amounts due to and transactions with Non-Guarantor Subsidiaries have been presented in separate line items, if they are material. There are no non-controlling interest in any of the obligor group entities.

Summarized Statements of Income	**Twelve Months Ended December 31, 2023**	
($ millions)	**Holdings and Spirit**	**Spirit NC**
Net Sales to unrelated parties	$ 4,784.3	$ —
Net Sales to Non-Guarantor Subsidiaries	15.1	39.1
Gross profit on sales to unrelated parties	385.4	—
Gross (loss) profit on sales to Non-Guarantor Subsidiaries	(12.9)	1.9
Loss from continuing operations	(343.7)	(4.5)
Net loss	$ (343.7)	$ (4.5)

Summarized Balance Sheets	Holdings and Spirit		Spirit NC	
($ millions)	December 31, 2023	December 31, 2022	December 31, 2023	December 31, 2022
Assets				
Cash and cash equivalents	$ 657.2	$ 487.7	$ —	$ —
Receivables due from Non-Guarantor Subsidiaries	86.4	85.9	14.6	15.7
Receivables due from unrelated parties	287.2	242.7	0.2	0.6
Contract assets	469.4	449.8	—	—
Inventory, net	1,060.7	869.1	115.2	103.7
Other current assets	31.8	6.2	0.1	—
Total current assets	**$ 2,592.7**	**$ 2,141.4**	**$ 130.1**	**$ 120.0**
Loan receivable from Non-Guarantor Subsidiaries	266.2	355.2	—	—
Property, plant and equipment, net	1,425.4	1,503.1	179.5	205.2
Pension assets, net	61.1	249.2	—	—
Other non-current assets	291.6	314.7	4.9	5.2
Total non-current assets	**$ 2,044.3**	**$ 2,422.2**	**$ 184.4**	**$ 210.4**
Liabilities				
Accounts payable to Non-Guarantor Subsidiaries	$ 118.9	$ 134.7	$ 5.4	$ 6.6
Accounts payable to unrelated parties	814.4	681.0	41.2	26.4
Accrued expenses	319.0	282.3	1.0	1.5
Current portion of long-term debt	52.7	67.6	1.0	1.1
Other current liabilities	406.8	328.7	0.6	0.5
Total current liabilities	**$ 1,711.8**	**$ 1,494.3**	**$ 49.2**	**$ 36.1**
Long-term debt	4,006.8	3,778.5	3.4	4.4
Contract liabilities, long-term	161.3	245.3	—	—
Forward loss provision, long-term	76.1	215.4	—	—
Other non-current liabilities	573.4	478.0	4.2	4.7
Total non-current liabilities	**$ 4,817.6**	**$ 4,717.2**	**$ 7.6**	**$ 9.1**

Item 7A. *Quantitative and Qualitative Disclosures About Market Risk*

As a result of our operating and financing activities, we are exposed to various market risks that may affect our consolidated results of operations and financial position. These market risks include credit risks, commodity price, availability risks, interest rate risks, and foreign exchange risks.

Credit Risks

Financial instruments that potentially subject us to significant concentrations of credit risk consist principally of cash investments, the funds in which our pension assets are invested, trade accounts receivable, and unbilled receivables included in contract assets.

Accounts receivable includes amounts billed and currently due from customers. Contract assets include amounts due from customers for performance obligations that have been satisfied but for which amounts have not been billed. These amounts include particular estimated contract changes, claims in negotiation that are probable of recovery, and amounts retained by the customer pending dispute resolution. For the twelve months ended December 31, 2023, approximately 64 % of our net revenues were from sales to Boeing. We monitor collections and payments from customers and maintain a provision for estimated credit losses as deemed appropriate based upon historical experience and any specific customer collection issues that have been identified. For the twelve months ended December 31, 2023, our estimated credit losses were not material. See Note 6 to our Consolidated Financial Statements, *Accounts Receivable, net,* for more information on the provision for estimated credit losses. While we cannot guarantee that we will continue to experience the same credit loss rates in the future, such credit losses have historically not been material. For this reason, we believe that our exposure to this credit risk is not material.

We maintain cash and cash equivalents with various financial institutions and perform periodic evaluations of the relative credit standing of those financial institutions. We have not experienced any losses in such accounts and believe that we are not exposed to any significant credit risk on cash and cash equivalents. Additionally, we monitor our defined benefit pension plan asset investments on a quarterly basis and we believe that we are not exposed to any significant credit risk in these investments. Therefore, exposure to credit risk for these items is not believed to be material.

Commodity Price and Availability Risks

In our business we use various raw materials, including aluminum, titanium, steel, and composites, all of which can experience price fluctuations depending on market conditions. Substantial price increases have in the past and may again in the future reduce our profitability. Although our supply agreements with our customers allow us to pass on certain abnormal increases in component and raw material costs in limited situations, we may not be fully compensated for such increased costs. To mitigate these risks, we use our strategic sourcing initiatives, and are parties to collective raw material sourcing contracts arranged through certain customers that allow us to obtain raw materials at pre-negotiated rates and help insulate us from market volatility across the industry for certain specialized metallic and composite raw materials used in the aerospace industry. In addition, we also have long-term supply agreements with a number of our major parts suppliers. We generally do not employ forward contracts or other financial instruments to hedge commodity price risk, although we continue to review a full range of business options focused on strategic risk management for all raw material commodities. We do not expect our exposure to commodity price and availability risks to be material.

If one or more of our suppliers or subcontractors experiences delivery delays or other performance problems, we may be unable to meet commitments to our customers or incur additional costs. Any failure by our suppliers to provide acceptable raw materials, components, kits, or subassemblies could adversely affect our production schedules and contract profitability. We do not anticipate material risk in this area, as we assess qualification of suppliers and continually monitor them to control risk associated with such supply base reliance.

To a lesser extent, we also are exposed to fluctuations in the prices of certain utilities and services, such as electricity, natural gas, chemicals and freight. We do not believe there is a material exposure, as we utilize a range of long-term agreements to minimize procurement expense and supply risk in these areas.

Interest Rate Risks

As of December 31, 2023, under our Amended Credit Agreement, we had $ 586.6 million of variable rate term loan debt outstanding consisting of term loans bearing interest that varies with the Term Secured Overnight Financing Rate ("Term SOFR"). Interest rate changes will generally impact our future earnings and cash flows, assuming other factors are held constant.

Foreign Exchange Risks

We are subject to foreign currency exchange rate risk relating to receipts from customers and payments to suppliers in foreign currencies. The functional currency for our Prestwick, Scotland and Subang, Malaysia operations is the British pound sterling. The functional currency for our operations located in Belfast, Northern Ireland, and Casablanca, Morocco is the U.S. Dollar. While sales and procurement costs from these sites are largely denominated in their respective functional currencies, there are also sales and procurement costs denominated in currencies outside of the respective functional currencies, mostly U.S. dollars, British pound sterling, Euros, Malaysian Ringgit, and Moroccan Dirham. Movements in exchange rates could cause our net sales and expenses to fluctuate, affecting our profitability and cash flows. We do not believe that this risk to profitability and cash flows is material for our Prestwick, Scotland and Subang, Malaysia operations, as the impact of fluctuations within sales and expenses are generally expected to be offsetting. The Company has an incremental hedging program in place to minimize the effect of the exchange rate fluctuations noted above for our operations located in Belfast, Northern Ireland. The Company entered into a series of foreign currency forward contracts, each designated as a cash flow hedge, for the purpose of reducing the variability of cash flows and hedging against the foreign currency exposure for forecasted payroll, pension and vendor disbursements that are expected to be made in the British pound sterling. As of December 31, 2023, the maximum term of the hedged forecasted transaction was 9 months. These foreign currency forward contracts are sensitive to changes in exchange rates between the U.S. Dollar and the British pound sterling. At December 31, 2023, a 10% increase or decrease in the exchange rate in our portfolio of foreign currency contracts would have increased or decreased our unrealized losses by $17.2 million. We generally expect that such unrealized losses or gains would be offset by corresponding gains or losses, respectively, in the remeasurement of the underlying transactions being hedged. Accordingly, we do not believe that these forward currency contracts and the offsetting underlying commitments create material market risk.

Even when revenues and expenses are matched, we must translate British pound sterling denominated results of operations, assets, and liabilities for our foreign subsidiaries to U.S. dollars in our consolidated financial statements. Consequently, increases and decreases in the value of the U.S. dollar as compared to the British pound sterling will affect our reported results of operations and the value of our assets and liabilities on our balance sheet, even if our results of operations or the value of those assets and liabilities has not changed in its original currency. These transactions could affect the comparability of our

results between financial periods and/or result in significant changes to the carrying value of our assets, liabilities and shareholders' equity. We do not believe this exposure to foreign currency exchange risk is material.

In accordance with FASB authoritative guidance, the intercompany revolving credit facility, denominated in U.S. dollars, with our Prestwick subsidiary, whose functional currency is the British pound sterling, is exposed to fluctuations in foreign exchange rates. There is similarly intercompany revolving credit facilities, denominated in U.S. dollars, between our Prestwick subsidiary, whose functional currency is the British pound sterling, and our subsidiaries in Belfast and Morocco, whose functional currency is the U.S. dollar. The fluctuation in rates on these intercompany revolving credit facilities for 2023 resulted in a net gain of $3.0 million reflected in other income/expense on the Consolidated Statements of Operations. As of December 31, 2023, a 10% increase or decrease in the exchange rate applicable to the intercompany revolving credit facilities would have increased or decreased our pre-tax earnings by $51.0 million.

Item 8. ***Financial Statements and Supplementary Data***

SPIRIT AEROSYSTEMS HOLDINGS, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

	Page
Consolidated Financial Statements of Spirit AeroSystems Holdings, Inc. for the twelve months ended December 31, 2023, December 31, 2022, and December 31, 2021	
Report of Independent Registered Public Accounting Firm (PCAOB ID: 42)	70
Consolidated Statements of Operations	72
Consolidated Statements of Comprehensive Income	73
Consolidated Balance Sheets	74
Consolidated Statements of Changes in Stockholders' Equity	75
Consolidated Statements of Cash Flows	76
Notes to Consolidated Financial Statements	78

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Spirit AeroSystems Holdings, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Spirit AeroSystems Holdings, Inc. (the Company) as of December 31, 2023, and 2022, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 22, 2024, expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue and profit recognition for over time and loss contracts

Description of the Matter

As more fully described in Note 3 of the consolidated financial statements, significant estimates and assumptions are made to account for the revenue and profit earned through the satisfaction of performance obligations from long-term supply agreements. For performance obligations that are satisfied over time, the Company generally recognizes revenue using an input method with revenue amounts being recognized proportionately as costs are incurred relative to the total expected costs to satisfy the performance obligation. During 2023, revenue from over time contracts accounted for approximately $4,368.7 million of the Company's $6,047.9 million revenues. For loss contracts, the Company establishes forward loss reserves for total estimated costs that are in excess of total estimated consideration.

Auditing the Company's estimate-at-completion process used in their revenue and profit recognition process is complex due to the judgment involved in evaluating the assumptions made by management to forecast the estimated cost to complete individual accounting contracts. For example, total cost estimates to satisfy the performance obligations reflect management's assumptions about future labor and overhead efficiencies, program progress on various initiatives and program performance. Changes in those assumptions can have a material effect on the previously recognized revenue and profit. These adjustments are recorded as cumulative catch-up adjustments.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's process including controls over management's review of the estimated cost to complete accounting contracts.

We also performed audit procedures that included, among others, testing the significant assumptions discussed above and testing the completeness and accuracy of the underlying data used in management's estimate-at-completion analysis. Specifically, for estimates related to program costs and revenues, we (1) inspected contracts and related modifications with the Company's customers and significant suppliers, (2) compared actual costs to costs estimated at completion, (3) inquired of contract management, program management and supplier management to evaluate the basis of assumptions used in the estimate at completion and to assess whether all contracts were provided for accounting analysis, and (4) inspected source documentation for customer and supplier claims. Finally, we involved EY specialists to perform an independent estimate-at-completion for certain programs and performed sensitivity analyses to determine the effect of changes in assumptions.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2014.

Wichita, Kansas

February 22, 2024

Spirit AeroSystems Holdings, Inc.

Consolidated Statements of Operations

	For the Twelve Months Ended		
	December 31, 2023	December 31, 2022	December 31, 2021
	($ in millions, except per share data)		
Net revenues	$ 6,047.9	$ 5,029.6	$ 3,953.0
Operating costs and expenses			
Cost of sales	5,841.7	4,981.0	4,070.8
Selling, general and administrative	281.9	279.2	279.9
Restructuring costs	7.2	0.2	8.2
Research and development	45.4	50.4	53.3
Other operating expense	5.9	—	—
Total operating costs and expenses	6,182.1	5,310.8	4,412.2
Operating loss	(134.2)	(281.2)	(459.2)
Interest expense and financing fee amortization	(318.7)	(244.1)	(242.6)
Other (expense) income, net	(140.4)	(14.1)	146.6
Loss before income taxes and equity in net loss of affiliates	(593.3)	(539.4)	(555.2)
Income tax (provision) benefit	(22.5)	(5.2)	17.2
Loss before equity in net loss of affiliates	(615.8)	(544.6)	(538.0)
Equity in net loss of affiliates	(0.3)	(1.6)	(2.8)
Net loss	$ (616.1)	$ (546.2)	$ (540.8)
Less Noncontrolling interest in earnings of subsidiary	(0.1)	0.5	—
Net loss attributable to common shareholders	$ (616.2)	$ (545.7)	$ (540.8)
Loss per share			
Basic	$ (5.78)	$ (5.21)	$ (5.19)
Diluted	$ (5.78)	$ (5.21)	$ (5.19)
Dividends declared per common share	$ 0.00	$ 0.03	$ 0.04

See notes to consolidated financial statements

Spirit AeroSystems Holdings, Inc.

Consolidated Statements of Comprehensive Income (Loss)

	For the Twelve Months Ended		
	December 31, 2023	December 31, 2022	December 31, 2021
	($ in millions)		
Net loss	$ (616.1)	$ (546.2)	$ (540.8)
Other comprehensive (loss) income, net of tax:			
Pension, SERP, and Retiree medical adjustments, net of tax effect of $ 7.6 , $ 35.3 , and ($ 15.1), respectively	70.8	(121.4)	136.3
Unrealized foreign exchange gain (loss) income on intercompany loan, net of tax effect of $(1.0), $ 1.8 , and $ 0.2 , respectively	1.8	(4.4)	(0.4)
Unrealized gain (loss) on cash flow hedges, net of tax effect of ($ 0.7), ($ 4.6) and $ 0.0 , respectively	9.8	(23.7)	(2.0)
Reclassification of (gain) loss on cash flow hedges to earnings, net of tax effect of $ 0.0 , $ 0.0 , and ($ 0.3), respectively	(0.5)	18.7	0.8
Foreign currency translation adjustments	32.4	(49.4)	(4.3)
Total other comprehensive income (loss), net of tax	$ 114.3	$ (180.2)	$ 130.4
Less comprehensive (loss) income attributable to Noncontrolling interest	(0.1)	0.5	—
Total comprehensive loss	$ (501.9)	$ (725.9)	$ (410.4)

See notes to consolidated financial statements

Spirit AeroSystems Holdings, Inc.

Consolidated Balance Sheets

	December 31, 2023	December 31, 2022
	($ in millions)	
Assets		
Cash and cash equivalents	$ 823.5	$ 658.6
Restricted cash	0.1	0.2
Accounts receivable, net	585.5	489.5
Contract assets, short-term	522.9	501.0
Inventory, net	1,767.3	1,470.7
Other current assets	52.5	38.3
Total current assets	3,751.8	3,158.3
Property, plant and equipment, net	2,084.2	2,205.9
Right of use assets	92.1	94.3
Contract assets, long-term	—	1.2
Pension assets	33.5	196.9
Restricted plan assets	61.1	71.1
Deferred income taxes	0.1	4.8
Goodwill	631.2	630.5
Intangible assets, net	196.2	211.4
Other assets	99.9	91.8
Total assets	$ 6,950.1	$ 6,666.2
Liabilities		
Accounts payable	$ 1,106.8	$ 919.8
Accrued expenses	420.1	411.7
Profit sharing	15.7	40.5
Current portion of long-term debt	64.8	53.7
Operating lease liabilities, short-term	9.1	8.3
Advance payments, short-term	38.3	24.9
Contract liabilities, short-term	192.6	111.1
Forward loss provision, short-term	256.6	305.9
Deferred revenue and other deferred credits, short-term	49.6	21.7
Other current liabilities	44.7	54.9
Total current liabilities	2,198.3	1,952.5
Long-term debt	4,018.7	3,814.9
Operating lease liabilities, long-term	84.3	85.4
Advance payments, long-term	301.9	199.9
Pension/OPEB obligation	30.3	25.2
Contract liabilities, long-term	161.3	245.3
Forward loss provision, long-term	224.1	369.2
Deferred revenue and other deferred credits, long-term	76.7	49.0
Deferred grant income liability — non-current	25.8	25.7
Deferred income taxes	9.1	1.3
Other non-current liabilities	315.5	141.6
Stockholders' Equity		
Preferred stock, par value $ 0.01 , 10,000,000 shares authorized, no shares issued	—	—
Common Stock, Class A par value $ 0.01 , 200,000,000 shares authorized, 116,054,291 and 105,252,421 shares issued and outstanding, respectively	1.2	1.1
Additional paid-in capital	1,429.1	1,179.5
Accumulated other comprehensive loss	(89.6)	(203.9)
Retained earnings	616.3	1,232.5
Treasury stock, at cost (41,587,480 and 41,587,480 shares each period, respectively)	(2,456.7)	(2,456.7)
Total stockholders' equity	(499.7)	(247.5)
Noncontrolling interest	3.8	3.7
Total equity	(495.9)	(243.8)
Total liabilities and equity	$ 6,950.1	$ 6,666.2

See notes to consolidated financial statements

Spirit AeroSystems Holdings, Inc.

Consolidated Statements of Changes in Stockholders' Equity

	Common Stock		Additional Paid-in Capital	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Noncontrolling Interest	Total Equity
	Shares	Amount						
	($ in millions, except share data)							
Balance — December 31, 2020	105,542,162	$ 1.1	$ 1,139.8	$ (2,456.7)	$ (154.1)	$ 2,326.4	$ 0.5	$ 857.0
Net loss	—	—	—	—	—	(540.8)	—	(540.8)
Dividends declared	—	—	—	—	—	(4.3)	—	(4.3)
Employee equity awards	59,538	—	25.8	—	—	—	—	25.8
Stock forfeitures	(523,551)	—	(17.1)	—	—	—	—	(17.1)
Net shares settled	(116,025)	—	(5.2)	—	—	—	—	(5.2)
ESPP shares issued	66,523	—	2.9	—	—	—	—	2.9
SERP shares issued	9,198	—	—	—	—	—	—	—
Other	—	—	—	—	—	0.1	—	0.1
Other comprehensive income	—	—	—	—	130.4	—	—	130.4
Balance — December 31, 2021	105,037,845	$ 1.1	$ 1,146.2	$ (2,456.7)	$ (23.7)	$ 1,781.4	$ 0.5	$ 448.8
Net loss	—	—	—	—	—	(545.7)	—	(545.7)
Dividends declared	—	—	—	—	—	(3.2)	—	(3.2)
Employee equity awards	338,243	—	36.6	—	—	—	—	36.6
Stock forfeitures	(95,262)	—	—	—	—	—	—	—
Net shares settled	(163,126)	—	(7.2)	—	—	—	—	(7.2)
ESPP shares issued	134,721	—	3.9	—	—	—	—	3.9
Other	—	—	—	—	—	—	3.2	3.2
Other comprehensive loss	—	—	—	—	(180.2)	—	—	(180.2)
Balance — December 31, 2022	105,252,421	$ 1.1	$ 1,179.5	$ (2,456.7)	$ (203.9)	$ 1,232.5	$ 3.7	$ (243.8)
Net loss	—	—	—	—	—	(616.2)	—	(616.2)
Issuance of common stock, net	10,454,545	0.1	220.6	—	—	—	—	220.7
Stock-based compensation - ESPP	—	—	2.5		—	—	—	2.5
Employee equity awards	416,956	—	26.8	—	—	—	—	26.8
Stock forfeitures	(231,022)	—	—	—	—	—	—	—
Net shares settled	(199,809)	—	(6.6)	—	—	—	—	(6.6)
ESPP shares issued	345,177	—	6.3	—	—	—	—	6.3
SERP shares issued	16,023	—	—	—	—	—	—	—
Other	—	—	—	—	—	—	0.1	0.1
Other comprehensive income	—	—	—	—	114.3	—	—	114.3
Balance — December 31, 2023	116,054,291	$ 1.2	$ 1,429.1	$ (2,456.7)	$ (89.6)	$ 616.3	$ 3.8	$ (495.9)

See notes to consolidated financial statements

Table of Contents

Spirit AeroSystems Holdings, Inc.

Consolidated Statements of Cash Flows

	For the Twelve Months Ended		
	December 31, 2023	December 31, 2022	December 31, 2021
	($ in millions)		
Operating activities			
Net loss	$ (616.1)	$ (546.2)	$ (540.8)
Adjustments to reconcile net loss to net cash used in operating activities			
Depreciation and amortization expense	315.6	337.1	327.6
Amortization of deferred financing fees	12.6	11.9	15.1
Accretion of customer supply agreement	2.6	2.2	3.5
Employee stock compensation expense	29.2	36.6	25.8
(Gain) loss from derivative instruments	(0.5)	17.1	(0.1)
Loss (gain) from foreign currency transactions	7.5	(18.9)	(4.4)
Loss on extinguishment of debt	11.8	2.6	—
Loss on disposition of assets	6.9	1.1	4.1
Deferred taxes	18.1	8.5	(4.5)
Pension and other post-retirement plans expense (income)	55.1	37.1	(109.1)
Grant liability amortization	(1.1)	(1.5)	(1.5)
Equity in net loss of affiliates	0.3	1.6	2.8
Forward loss provision	(194.9)	(89.7)	(10.4)
Gain on settlement of financial instrument	(1.8)	(21.9)	—
Change in fair value of acquisition consideration and settlement	(2.4)	—	—
Changes in assets and liabilities			
Accounts receivable, net	(96.6)	(39.4)	51.5
Inventory, net	(295.1)	(118.2)	30.9
Contract assets	(18.0)	(63.9)	(70.9)
Accounts payable and accrued liabilities	213.8	220.7	160.2
Profit sharing/deferred compensation	(25.0)	(22.5)	6.2
Advance payments	114.1	(133.2)	2.7
Income taxes receivable/payable	(3.4)	9.5	302.4
Contract liabilities	(3.0)	(30.4)	(82.4)
Pension plans employer contributions	186.6	19.5	(173.8)
Deferred revenue and other deferred credits	53.6	(14.4)	14.2
Other	4.3	0.1	(12.3)
Net cash used in operating activities	(225.8)	(394.6)	(63.2)
Investing activities			
Purchase of property, plant and equipment	(148.0)	(121.6)	(150.6)
Acquisition, net of cash acquired	—	(31.3)	(21.1)
Other	0.2	(2.6)	7.9
Net cash used in investing activities	(147.8)	(155.5)	(163.8)
Financing activities			
Proceeds from issuance of debt	242.7	—	600.0
Proceeds from revolving credit facility	5.4	—	—
Proceeds from issuance of long term bonds	1,200.0	900.0	—
Proceeds from issuance of common stock, net	220.7	—	—
Customer financing	180.0	—	(10.0)
Principal payments of debt	(64.1)	(47.6)	(42.1)
Payments on term loan	(5.9)	(6.0)	(401.5)
Payments on revolving credit facility	(0.6)	—	—
Payments on bonds	(1,200.0)	(779.2)	(300.0)
Payment of acquisition consideration	(6.0)	—	—
Payment of debt extinguishment costs	(11.8)	(2.6)	—
Taxes paid related to net share settlement awards	(6.6)	(7.2)	(5.2)

Proceeds from issuance of ESPP stock	6.3	3.9	3.0
Debt issuance and financing costs	(28.5)	(32.3)	(3.4)
Dividends paid	—	(4.2)	(4.3)
Proceeds from noncontrolling interest	—	3.7	—
Payment of principal- settlement of financial instrument	—	(289.5)	—
Net cash (used in) provided by financing activities	531.6	(261.0)	(163.5)
Effect of exchange rate changes on cash and cash equivalents	9.5	(8.9)	(4.2)
Net decrease in cash, cash equivalents, and restricted cash for the period	167.5	(820.0)	(394.7)
Cash, cash equivalents, and restricted cash, beginning of period	678.4	1,498.4	1,893.1
Cash, cash equivalents, and restricted cash, end of period	$ 845.9	$ 678.4	$ 1,498.4

Supplemental cash flow information	For the Twelve Months Ended		
	December 31, 2023	December 31, 2022	December 31, 2021
	($ in millions)		
Interest paid	$ 285.3	$ 222.5	$ 198.4
Income taxes paid (refunded)	$ 2.8	$ (15.2)	$ (314.4)
Property acquired through finance leases	$ 31.7	$ 49.6	$ 32.1

Reconciliation of Cash, Cash Equivalents, and Restricted Cash:	For the Twelve Months Ended		
	December 31, 2023	December 31, 2022	December 31, 2021
	($ in millions)		
Cash and cash equivalents, beginning of the period	$ 658.6	$ 1,478.6	$ 1,873.3
Restricted cash, short-term, beginning of the period	0.2	$ 0.3	0.3
Restricted cash, long-term, beginning of the period	19.6	$ 19.5	19.5
Cash, cash equivalents, and restricted cash, beginning of the period	$ 678.4	$ 1,498.4	$ 1,893.1
Cash and cash equivalents, end of the period	$ 823.5	$ 658.6	$ 1,478.6
Restricted cash, short-term, end of the period	0.1	0.2	0.3
Restricted cash, long-term, end of the period	22.3	19.6	19.5
Cash, cash equivalents, and restricted cash, end of the period	$ 845.9	$ 678.4	$ 1,498.4

See notes to consolidated financial statements

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements
($, €, £, and RM in millions other than per share amounts)

1. Nature of Business

Spirit AeroSystems Holdings, Inc. and its consolidated subsidiaries (the “Company”) provides manufacturing and design expertise in a wide range of fuselage, propulsion, and wing products and services for aircraft original equipment manufacturers (“OEM”) and operators through its subsidiaries, including Spirit AeroSystems, Inc. (“Spirit”). As used herein, “Company” refer to Spirit AeroSystems Holdings, Inc. and its consolidated subsidiaries. References to “Spirit” refer only to the Company's subsidiary, Spirit AeroSystems, Inc., and references to “Spirit Holdings” or “Holdings” refer only to Spirit AeroSystems Holdings, Inc.

The Company's headquarters are in Wichita, Kansas, with manufacturing and assembly facilities in Tulsa, Oklahoma; Prestwick, Scotland; Wichita, Kansas; Kinston, North Carolina; Subang, Malaysia; Saint-Nazaire, France; Biddeford, Maine; Woonsocket, RI; Belfast, Northern Ireland; Morocco, Casablanca; and Dallas, Texas.

The Company largely supports commercial aerostructures customers, and the Company's financial results and prospects are almost entirely dependent on global commercial aviation demand and the resulting production rates of the Company's customers. The Company's customers, including Boeing and Airbus, have in the past decreased production rates across many programs due to decreased demand for aviation, including as a result of the COVID-19 pandemic, and may in the future continue to adjust production rates or suspend production, potentially without early warning and within a short time horizon.

During the periods beginning in 2020, and continuing through the present as the aircraft industry continues to recover, the Company's operating cash flows from continuing operations have been adversely impacted by, among other things, the B737 MAX grounding, the COVID-19 pandemic, production rate changes for the B737 MAX program and other programs, supply chain disruptions, the impact of global inflationary pressures on costs, increased interest expense, and labor shortages and related cost increases affecting its business. As a result, the Company took steps throughout the period to reduce costs and raise additional debt. As of December 31, 2023, the Company had a debt balance of approximately $ 4,083.5 , more than 50% was secured debt, and a cash balance of $ 823.5 . The Company anticipates that it will have sufficient liquidity to meet operating and financing needs for at least the next 12 months.

2. Adoption of Accounting Standards

Adoption of ASU 2022-04

In September 2022, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) ASU No. 2022-04, Liabilities-Supplier Finance Programs (Subtopic 405-50). The amendments in the update require additional qualitative and quantitative disclosure about supplier finance programs. The guidance does not affect the recognition, measurement, or financial statement presentation of supplier finance program obligations. ASU No. 2022-04 is effective on a retrospective basis for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, except for an amended disclosure requirement related to certain rollforward information, which is effective on a prospective basis for fiscal years beginning after December 15, 2023. The adoption of this guidance did not have a significant impact on the Company's consolidated financial statements, and the Company does not expect this guidance to have a material impact prospectively.

3. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements include the Company’s financial statements and the financial statements of its majority owned or controlled subsidiaries and have been prepared in accordance with accounting principles generally accepted in the U.S. (“GAAP”) and Regulation S-X. All intercompany balances and transactions have been eliminated in consolidation.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

Spirit is the majority participant in the Kansas Industrial Energy Supply Company ("KIESC"), a tenancy-in-common with other Wichita companies established to purchase natural gas. KIESC is fully consolidated as the Company owns 77.8% of the entity's equity. Spirit has a controlling interest in, and fully consolidates, its subsidiary Spirit Evergreen Aftermarket Solutions Co., Ltd., a joint venture with Evergreen Technologies Corporation to provide MRO services to the Asia-Pacific market.

The Company's U.K. subsidiary in Prestwick uses local currency, the British pound sterling, as its functional currency, and the Malaysian subsidiary also uses the British pound sterling as its functional currency. All other foreign subsidiaries and branches use the U.S. dollar as their functional currency. As part of the monthly consolidation process, the functional currencies of the Company's international subsidiaries are translated to U.S. dollars using the end-of-month translation rate for assets and liabilities and average period currency translation rates for revenue and income accounts.

Use of Estimates

The preparation of the Company's financial statements in conformity with GAAP requires management to use estimates and assumptions. The results of these estimates form the basis for making judgments that may affect the reported amounts of assets and liabilities, including the impacts of contingent assets and liabilities, and the reported amounts of revenue and expenses during the reporting period.

Management may make significant judgments when assessing estimated amounts of variable consideration and related constraints, the number of options likely to be exercised, and the standalone selling prices of the Company's products and services. The Company also estimates the cost of satisfying the performance obligations in its contracts and options that may extend over many years. Cost estimates reflect currently available information and the impact of any changes to cost estimates, based upon the facts and circumstances, are recorded in the period in which they become known.

The transaction price for a contract reflects the consideration the Company expects to receive for fully satisfying the performance obligations in the contract. The Company's contracts with customers are typically for products and services to be provided at fixed stated prices but may also include variable consideration. Variable consideration may include, but is not limited to, unpriced contract modifications, cost sharing provisions, incentives and awards, non-warranty claims and assertions, provisions for non-conformance and rights to return, or other payments to, or receipts from, customers. The Company estimates the variable consideration using the expected value or the most likely amount based upon the facts and circumstances, available data and trends and the history of resolving variability with specific customers and suppliers.

The Company regularly commences work and incorporates customer-directed changes prior to negotiating pricing terms for engineering work, product modifications, and other statements of work. The Company's contractual terms typically provide for price negotiations after certain customer-directed changes have been accepted by the Company. Prices are estimated until they are contractually agreed upon with the customer. When a contract is modified, the Company evaluates whether additional distinct products and services have been promised at standalone selling prices, in which case the modification is treated as a separate contract. If not, depending on whether the remaining performance obligations are distinct from the goods or services transferred on or before the modification, the modification is either treated prospectively as if it were a termination of the existing contract and the creation of a new contract, treated as if it were a part of the existing contract, or treated as some combination.

The Company allocates the consideration for a contract to the performance obligations on the basis of their relative standalone selling price. The Company estimates the likelihood of the amount of options that the customer is going to exercise when assessing the impact of loss contracts.

The Company typically provides warranties on all the Company's products and services. Generally, warranties are not priced separately and customers cannot purchase them independently of the products or services under contract, so they do not create performance obligations. The Company's warranties generally provide assurance to the Company's customers that the products or services meet the specifications in the contract. In the event that there is a warranty claim because of a covered design, material or workmanship issue, the Company may be required to redesign or modify the product, offer concessions, and/or pay the customer for repairs or perform the repair. Provisions for estimated expenses related to design, service, and product warranties and certain extraordinary rework are made at the time products are sold. These costs are accrued at the time of the sale and are recorded as cost of sales. These estimates are established using historical information on the nature, frequency, and the cost experience of warranty claims, including the experience of industry peers. In the case of new

development products or new customers, the Company also considers factors including the warranty experience of other entities in the same business, management judgment, and the type and nature of the new product or new customer, among others.

Actual results could differ from those estimates and assumptions.

Revenues and Profit Recognition

Substantially all of the Company's revenues are from long-term supply agreements with Boeing, Airbus, and other aerospace manufacturers. The Company participates in its customers' programs by providing design, development, manufacturing, fabrication, and support services for major aerostructures in the commercial, defense and space, and aftermarket segments. During the early stages of a program, this frequently involves nonrecurring design and development services, including tooling. As the program matures, the Company provides recurring manufacturing of products in accordance with customer design and schedule requirements. Many contracts include clauses that provide sole supplier status to the Company for the duration of the program's life (including derivatives). The Company's long-term supply agreements typically include fixed price volume-based terms and require the satisfaction of performance obligations for the duration of the program's life.

The identification of an accounting contract with a customer and the related promises require an assessment of each party's rights and obligations regarding the products or services to be transferred, including an evaluation of termination clauses and presently enforceable rights and obligations. In general, these long-term supply agreements are legally governed by master supply agreements (or general terms agreements) together with special business provisions (or work package agreements), which define specific program requirements. Purchase orders (or authorizations to proceed) are issued under these agreements to reflect presently enforceable rights and obligations for the units of products and services being purchased. The units for accounting purposes ("accounting contract") are typically determined by the purchase orders. Revenue is recognized when the Company has a contract with presently enforceable rights and obligations, including an enforceable right to payment for work performed. These agreements may lead to continuing sales for more than twenty years. Customers generally contract with the Company for requirements relating to a specific program, and the Company's performance obligations consist of a wide range of engineering design services and manufactured structural components, as well as spare parts and repairs for OEMs. A single program may result in multiple contracts for accounting purposes, and within the respective contracts, non-recurring work elements and recurring work elements may result in multiple performance obligations. The Company generally contracts directly with its customers and is the principal in all current contracts.

Management considers a number of factors when determining the existence of an accounting contract and the related performance obligations that include, but are not limited to, the nature and substance of the business exchange, the contractual terms and conditions, the promised products and services, the termination provisions in the contract, including the presently enforceable rights and obligations of the parties to the contract, the nature and execution of the customer's ordering process and how the Company is authorized to perform work, whether the promised products and services are distinct or capable of being distinct within the context of the contract, as well as how and when products and services are transferred to the customer.

Revenue is recognized when, or as, control of promised products or services transfers to a customer and is recognized in an amount that reflects the consideration that the Company expects to receive in exchange for those products or services. Revenue is recognized over time as work progresses when the Company is entitled to the reimbursement of costs plus a reasonable profit for work performed for which the Company has no alternate use. For these performance obligations that are satisfied over time, the Company generally recognizes revenue using an input method with revenue amounts being recognized proportionately as costs are incurred relative to the total expected costs to satisfy the performance obligation. The Company believes that costs incurred as a portion of total estimated costs is an appropriate measure of progress towards satisfaction of the performance obligation since this measure reasonably depicts the progress of the work effort. When the Company experiences abnormal production costs such as excess capacity costs the Company will expense the costs in the period incurred separately from the costs incurred for satisfaction of the performance obligations under the Company's contracts with customers.

Revenue for performance obligations that are not recognized over time are recognized at the point in time when control transfers to the customer. For performance obligations that are satisfied at a point in time, the Company evaluates the point in time when the customer can direct the use of, and obtain the benefits from, the products and services. Shipping and handling costs are not considered performance obligations and are included in cost of sales as incurred.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

The transaction price for a contract reflects the consideration the Company expects to receive for fully satisfying the performance obligations in the contract. The Company's current contracts do not include any significant financing components because the timing of the transfer of the underlying products and services under contract are at the customers' discretion. Additionally, the Company does not adjust the promised amount of consideration for the effects of a significant financing component if the Company expects, at contract inception, that the period between when the entity transfers a promised good or service to a customer and when the customer pays for that good or service will be one year or less. The Company's contracts with customers generally require payment under normal commercial terms after delivery. Payment terms are typically within 30 to 120 days of delivery. The total transaction price is allocated to each of the identified performance obligations using the relative standalone selling price to reflect the amount the Company expects to be entitled for transferring the promised products and services to the customer.

Standalone selling price is the price at which the Company would sell a promised good or service separately to a customer. Standalone selling prices are established at contract inception and subsequent changes in transaction price are allocated on the same basis as at contract inception. Standalone selling prices for the Company's products and services are generally not observable and the Company uses the "Expected Cost plus a Margin" approach to determine standalone selling price. Expected costs are typically derived from the available periodic forecast information. If a contract modification changes the overall transaction price of an existing contract, the Company allocates the new transaction price on the basis of the relative standalone selling prices of the performance obligations and cumulative adjustments, if any, are recorded in the current period.

The Company also identifies and estimates variable consideration for contractual provisions such as unpriced contract modifications, cost sharing provisions, incentives and awards, non-warranty claims and assertions, provisions for non-conformance and rights to return, or other payments to, or receipts from, customers and suppliers. The timing of satisfaction of performance obligations and actual receipt of payment from a customer may differ and affects the balances of the contract assets and liabilities.

For contracts that are deemed to be loss contracts, the Company establishes forward loss reserves for total estimated costs that are in excess of total estimated consideration in the period in which they become known. These reserves are based on estimates for accounting contracts, plus options that the Company believes are likely to be exercised. The Company records forward loss reserves for all performance obligations in the aggregate for the accounting contract.

Research and Development

Research and development includes costs incurred for experimentation, design, and testing that are expensed as incurred.

Cash and Cash Equivalents

Cash and cash equivalents represent all highly liquid investments with original maturities of three months or less.

Accounts Receivable

Accounts receivable are recorded at the invoiced amount and do not bear interest. Unbilled receivables are recorded on the balance sheet as contract assets, as per ASC 606 guidance. Management assesses and records an allowance for credit losses on financial assets within the scope of ASU 2016-13 using the current expected credit loss ("CECL") model. The amount necessary to adjust the allowance for credit losses to management's current estimate, as of the reporting date, on these assets is recorded in net income as credit loss expense. All credit losses reported in accordance with ASU 2016-13 were on trade receivables and/or contract assets arising from the Company's contracts with customers. See Note 6, *Accounts Receivable, net*, for more information.

The Company has three agreements to sell, on a revolving basis, certain trade accounts receivable balances with Boeing, Airbus, and Rolls-Royce to a third-party financial institution. These programs were primarily entered into as a result of customers seeking payment term extensions with the Company and continue to allow the Company to monetize the receivables prior to the payment date, subject to payment of a discount. No guarantees are delivered under the agreements. The Company's ability to continue using such agreements is primarily dependent upon the strength of Boeing's and Airbus's financial condition. Transfers under this agreement are accounted for as sales of receivables resulting in the receivables being

derecognized from the Company's balance sheet. For additional information on the sale of receivables see Note 6, *Accounts Receivable, net* .

Inventory

Raw materials are stated at lower of cost (principally on an actual or average cost basis) or net realizable value. Production costs for contracts, including costs expected to be recovered on specific anticipated contracts (work that has commenced because the Company expects the customer to exercise options), are classified as work-in-process and include direct material, labor, overhead, and purchases. Typically, anticipated contracts materialize and the related performance obligations are satisfied within 6-12 months. These costs are evaluated for impairment periodically and capitalized costs for which anticipated contracts do not materialize are written off in the period in which it becomes known. Revenue and related cost of sales are recognized as the performance obligations are satisfied. When the Company experiences abnormal production costs, such as excess capacity costs, the Company will expense the costs in the period incurred and these costs are excluded from inventoriable costs. Valuation reserves for excess, obsolete, and slow-moving inventory are estimated by evaluating inventory of individual raw materials and parts against both historical usage rates and forecasted production requirements. See Note 9, *Inventory* .

Property, Plant and Equipment

Property, plant and equipment are stated at cost less accumulated depreciation. Depreciation is applied using a straight-line method over the useful lives of the respective assets as described in the following table:

	Estimated Useful Life
Land improvements	20 years
Buildings	45 years
Machinery and equipment	3-20 years
Tooling — Airplane program — B787, Rolls-Royce	5-20 years
Tooling — Airplane program — all others	2-10 years
Capitalized software	3-7 years

The Company capitalizes certain costs, such as software coding, installation, and testing, that are incurred to purchase or to create and implement internal-use computer software. The Company’s capitalization policy includes specifications that the software must have a service life greater than one year, is legally and substantially owned by the Company, and has an acquisition cost of greater than $0.1. The Company applies the same criteria for capitalizing implementation costs incurred in a cloud computing arrangement hosted by the vendor.

Where the Company is involved in build-to-suit leasing arrangements, the Company is deemed the owner of the asset for accounting purposes during the construction period of the asset. The Company records the related assets and liabilities for construction costs incurred under these build-to-suit leasing arrangements during the construction period. Upon completion of the asset, the Company considers whether the assets and liabilities qualify for derecognition under the sale-leaseback accounting guidance. See Note 10, *Property, Plant and Equipment, net.*

Impairment or Disposal of Long-Lived Assets

The Company reviews capital and amortizing intangible assets (long-lived assets) for impairment whenever events or changes in circumstances indicate that the recorded amount may not be recoverable. Assets are classified as either held-for-use or available-for-sale. For held-for-use assets, if indicators are present, the Company performs a recoverability test by comparing the sum of the estimated undiscounted future cash flows attributable to the asset group in question to its carrying amount. If the undiscounted cash flows used in the recoverability test are less than the long-lived asset group’s carrying amount, the Company determines the fair value of the long-lived asset group and recognize an impairment loss if the carrying amount of the long-lived asset group exceeds its fair value. For assets available-for-sale, a loss is recognized when the recorded amount exceeds the fair value less cost to sell.

Business Combinations and Goodwill

The Company accounts for business combinations in accordance with ASC Topic 805, Business Combinations. Transaction costs related to business combinations are expensed as incurred. Assets acquired and liabilities assumed are measured and recognized based on their estimated fair values at the acquisition date, any excess of the purchase consideration when compared to the fair value of the net tangible and intangible assets acquired is recorded as goodwill. Determining the fair value of assets acquired and liabilities assumed requires significant judgment, including the amount and timing of expected future cash flows, long-term growth rates and discount rates. In some cases, the Company uses discounted cash flow analyses, which are based on estimates of future sales, earnings and cash flows after considering such factors as general market conditions, customer budgets, existing firm and future orders, changes in working capital, long term business plans and recent operating performance. If the initial accounting for the business combination is incomplete by the end of the reporting period in which the acquisition occurs, the business combination is recorded and disclosed on a preliminary basis. Subsequent to the acquisition date, and not later than one year from the acquisition date, adjustments to the initial preliminary recognized amounts are recorded to the extent new information is obtained about the measurement of assets and liabilities that existed as of the date of the acquisition.

The Company assesses goodwill for impairment annually as of the first day of the fourth quarter or more frequently if events or circumstances indicate that the fair value of a reporting unit that includes goodwill may be lower than its carrying value. The Company tests goodwill for impairment by performing a qualitative assessment or quantitative test at the reporting unit level. In performing a qualitative assessment, the Company evaluates company-specific, market and industry, economic, and other relevant factors that may impact the fair value of reporting units or the carrying value of the net assets of the respective reporting unit. If it is determined that it is more likely than not that the carrying value of the net assets is more than the fair value of the respective reporting unit, then a quantitative test is performed, the Company may in any event opt to bypass the qualitative assessment at the annual assessment date and perform a quantitative assessment. Where the quantitative test is used, the Company compares the carrying value of net assets to the estimated fair value of the respective reporting unit. If the fair value is determined to be less than carrying value, a goodwill impairment loss is recognized for the amount that the carrying amount of the reporting unit, including goodwill, exceeds its fair value, limited to the total amount of goodwill allocated to that reporting unit.

Derivative Instruments and Hedging Activity

The Company uses derivative financial instruments to manage the economic impact of fluctuations in currency exchange rates and interest rates. Derivative financial instruments are recognized on the balance sheet as either assets or liabilities and are measured at fair value. Changes in fair value of derivatives are recorded each period in earnings or accumulated other comprehensive income, depending on whether the Company elected hedge accounting and whether a derivative is effective as part of a hedge transaction, and if it is, the type of hedge transaction. Gains and losses on derivative instruments reported in other comprehensive income are subsequently included in earnings in the periods in which earnings are affected by the hedged item or when the hedge is no longer effective. Cash flows associated with the Company's derivatives are presented as a component of the operating section of the statement of cash flows. The use of derivatives has generally been limited to interest rate swaps and foreign currency forward contracts. The Company enters into foreign currency forward contracts to reduce the risks associated with the changes in foreign exchange rates on sales and cost of sales denominated in currencies other than the entities' functional currency . See Note 15, *Derivative and Hedging Activities.*

Fair Value of Financial Instruments

Financial instruments are measured in accordance with FASB authoritative guidance related to fair value measurements. This guidance clarifies the definition of fair value, prescribes methods for measuring fair value, establishes a fair value hierarchy based on the inputs used to measure fair value, and expands disclosures about fair value measurements. See Note 14, *Fair Value Measurements*.

Income Taxes

Income taxes are accounted for in accordance with FASB authoritative guidance on accounting for income taxes. Deferred income tax assets and liabilities are recognized for the future income tax consequences attributable to differences between the financial statement carrying amounts for existing assets and liabilities and their respective tax bases. Tax rate changes impacting these assets and liabilities are recognized in the period during which the rate change occurs.

Deferred tax assets are periodically evaluated to determine their recoverability and whether or not a valuation allowance is necessary. A valuation allowance, if needed, reduces deferred tax assets to the amount expected to be realized. When determining the amount of net deferred tax assets that are more likely than not to be realized, the Company assesses all available positive and negative evidence. The weight given to the positive and negative evidence is commensurate with the extent to which the evidence may be objectively verified.

This assessment is completed on a taxing jurisdiction and entity filing basis. Based on these criteria and the relative weighting of both the positive and negative evidence available, and in particular the activity surrounding the Company's prior earnings history including the forward losses previously recognized in the U.S. and U.K., management determined that it was necessary to establish a valuation allowance against nearly all of its net U.S. and U.K. deferred tax assets at December 31, 2020. This determination was made as the Company entered into a U.S. cumulative loss position during the first half of 2021, as prior period positive earnings fell outside of the three-year measurement period. Additionally, entities of the U.K. operations are in cumulative loss positions after the inclusion of 2023, 2022, and 2021 losses. Once a company anticipates or enters a cumulative three-year loss position, there is a presumption that a company should no longer rely solely on projected future income in determining whether the deferred tax asset is more likely than not to be realized. Changes in the Company's estimates and judgments regarding realization of deferred tax assets may result in an increase or decrease to tax expense and/or other comprehensive income, which would be recorded in the period in which the change occurs.

The Company records income tax provision or benefit based on the net income earned or net loss incurred in each tax jurisdiction and the tax rate applicable to that income or loss. In the ordinary course of business, there are transactions for which the ultimate tax outcome is uncertain. These uncertainties are accounted for in accordance with FASB authoritative guidance on accounting for the uncertainty in income taxes. The final tax outcome for these matters may be different than management's original estimates made in determining the income tax provision. A change to these estimates could impact the effective tax rate and net income or loss in subsequent periods. The Company uses the flow-through accounting method for tax credits. Under this method, tax credits reduce income tax expense. See Note 20, *Income Taxes*, for further discussion.

Stock-Based Compensation and Other Share-Based Payments

Many of the Company's employees are participants in the Omnibus Incentive Plan of 2014 (as amended, the "Omnibus Plan"). The expense attributable to the Company's employees is recognized over the period the amounts are earned and vested, as described in Note 19, *Stock Compensation*. The expense includes an estimate of expected forfeitures, based on historical forfeiture trends.

Government Assistance

The Company has received grants in the form of government funding for various capital and development initiatives.

For agreements where the government is funding (or partially funding) capital, the associated fixed assets generally remain on the *Property, plant and equipment, net* line item on the Company's Consolidated Balance Sheet at full cost, with deferred grant income separately recorded as a liability on the Company's Consolidated Balance Sheet for the amounts funded. The liability is amortized each period to offset the related costs for which the grant was intended to compensate on a systematic basis (e.g. over the depreciable lives of the capital investments). The amount of deferred grant income within the *Deferred grant income liability — non-current* line item on the Company's Consolidated Balance Sheet as of December 31, 2023 related to these types of capital projects was $ 18.6 . The amount of deferred grant income within the *Other non-current liabilities* line item on the Company's Consolidated Balance Sheet as of December 31, 2023 related to these types of capital projects was $ 8.0 . The amount of deferred grant income within the *Property, plant and equipment, net* line item on the Company's Consolidated Balance Sheet as of December 31, 2023 related to these types of capital projects was $ 13.1 . The amount of deferred grant income amortized as a reduction to the *Cost of sales* line item on the Consolidated Statements of Operations for the twelve months ended December 31, 2023 was $ 2.5 . These agreements generally have recapture provisions related to the Company achieving a certain level of capital investment on the project.

In instances where the government is funding (or partially funding) business development other than capital projects, recognition is based on the specific terms associated with the various grants, generally resulting in the government funding being recognized as a reduction to related expenses in the period which received, or the government funding being recorded as

deferred grant income within the liabilities on the Company's Consolidated Balance Sheet. The amount of deferred grant income within the *Deferred grant income liability — non-current* line item on the Company's Consolidated Balance Sheet as of December 31, 2023 related to these types of business development projects was $ 7.2 . These liabilities are amortized over a period for which performance criteria provisions are included. Performance criteria provisions are generally related to achieving and/or maintaining a specific level of employment for the project. These agreements generally have recapture provisions related to the Company achieving the specified performance provisions on the project. As the performance criteria are met, or in instances where there are no performance criteria or applicable recapture provisions, the government funding is recognized as a reduction to related expenses. The amount of government assistance recognized as a reduction to the *Cost of sales* line item on the Consolidated Statements of Operations for the twelve months ended December 31, 2023 was $ 1.4 , the amount recognized as a reduction to the *Selling, general and administrative* line item was $ 0.5 .

4. New Accounting Pronouncements

In December 2022, the FASB issued ASU No. 2022-06, which defers the sunset date of *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting* ("ASU 2020-04") from December 31, 2022 to December 31, 2024. ASU No. 2022-06 was effective upon issuance. Topic 848 provides temporary optional guidance for a limited period of time to ease the potential burden in accounting for (or recognizing the effects of) reference rate reform on financial reporting, providing optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. To date, the Company has not had a modification to which the application of this guidance is applicable. The Company will continue evaluating the potential impact of adopting this guidance on its consolidated financial statements.

In November 2023, the FASB issued ASU No. 2023-07, *Segment Reporting - Improvements to Reportable Segment Disclosures* . ASU No. 2023-07 is effective on a retrospective basis for fiscal years beginning after December 15, 2023, and interim periods in fiscal years beginning after December 15, 2024. Early adoption is permitted, including in an interim period. The Company will continue evaluating the potential impact of adopting this guidance.

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* . ASU No. 2023-09 is effective on a prospective basis (retrospective application is also permitted) for annual periods beginning after December 15, 2024. Early adoption is permitted. The Company is currently evaluating the impact of adopting this guidance.

5. Changes in Estimates

The Company has a periodic forecasting process in which management assesses the progress and performance of the Company's programs. This process requires management to review each program's progress by evaluating the program schedule, changes to identified risks and opportunities, changes to estimated revenues and costs for the accounting contracts (and options if applicable), and any outstanding contract matters. Risks and opportunities include but are not limited to management's judgment about the cost associated with the Company's ability to achieve the schedule, technical requirements (e.g., a newly-developed product versus a mature product), and any other program requirements. Due to the span of years it may take to completely satisfy the performance obligations for the accounting contracts (and options, if any) and the scope and nature of the work required to be performed on those contracts, the estimation of total revenue and costs is subject to many variables and, accordingly, is subject to change based upon judgment. The Company's estimate of costs depends on maintaining continuing, uninterrupted production at its manufacturing facilities and its suppliers' facilities. Interruptions in deliveries of or increased prices for components or raw materials used in the Company's products could delay production and/or materially adversely affect the Company's business. When adjustments in estimated total consideration or estimated total cost are required, any changes from prior estimates for fully satisfied performance obligations are recognized in the current period as a cumulative catch-up adjustment for the inception-to-date effect of such changes. Cumulative catch-up adjustments are driven by several factors including production efficiencies, assumed rate of production, the rate of overhead absorption, changes to scope of work, and contract modifications. Cumulative catch-up adjustments are primarily related to changes in the estimated margin of contracts with performance obligations that are satisfied over time.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

Changes in estimates could materially affect the Company's future financial performance. Other than certain increases in raw material costs that can generally be passed on to the Company's customers, in most instances the Company must fully absorb cost overruns. Some of the factors that may cause the costs incurred in fulfilling contracts to vary substantially from current estimates are technical problems, production rate changes, materials shortages, supplier difficulties, realization targets, existence of and execution to recovery plans caused by these factors, and multiple other events, including those identified in Item 1A. "Risk Factors". The risk particularly applies to products such as the B787, A220, and A350, which are in forward loss positions.

Changes in estimates are summarized below:

Changes in Estimates	December 31, 2023	December 31, 2022	December 31, 20
(Unfavorable) Favorable Cumulative Catch-up Adjustments by Segment			
Commercial	$ (45.6)	$ (30.1)	$ (5.
Defense & Space	(10.6)	2.4	0.
Aftermarket	—	—	–
Total (Unfavorable) Favorable Cumulative Catch-up Adjustment	$ (56.2)	$ (27.7)	$ (5.
(Forward Loss) and Changes in Estimates on Loss Programs by Segment			
Commercial	$ (234.0)	$ (243.9)	$ (227.
Defense & Space	(30.7)	(6.4)	(14.
Aftermarket	—	—	–
Total (Forward Loss) and Change in Estimate on Loss Program	$ (264.7)	$ (250.3)	$ (241.
Total Change in Estimate	$ (320.9)	$ (278.0)	$ (246.
EPS Impact (diluted per share based on statutory tax rate)	$ (3.12)	$ (2.68)	$ (2.2

2023 Changes in Estimates

During the twelve months ended December 31, 2023, the Company recognized unfavorable change in estimates of $ 320.9 , including forward loss charges of $470.3 and unfavorable cumulative catch-up adjustments of $ 56.2 , partially offset by a reversal of forward loss charges of ($205.6) on the B787 resulting from the execution of the 2023 MOA, resulting in a net $ 264.7 of forward loss charges in 2023. The forward loss charges were primarily driven by labor and production cost growth, higher supply chain costs, and schedule revisions on the A350 program and additional labor, the impact of the IAM agreement and supply chain cost growth on the B787 program, increased factory performance and supply chain costs on the B767, higher production, labor and supply chain costs on the A220 program, and production costs incurred including the impact of the IAM agreement on the Sikorsky CH-53K program. The forward losses on the Airbus A220 program include net incremental losses for anticipated performance obligations beyond 2025 of $12.0 in total.

Unfavorable cumulative catch-up adjustments of $ 56.2 were primarily recognized on the B737 MAX and A320 programs, reflective of increased supply chain, raw material, factory performance and other costs on the program including the impact of the IAM union negotiations on the B737 MAX program. The A320 program unfavorable cumulative catch-up adjustment was driven by production cost overruns experienced due to operational and supply chain disruptions, and foreign currency movements.

2022 Changes in Estimates

During the twelve months ended December 31, 2022, the Company recognized net forward loss charges of $ 250.3 primarily driven by increased cost estimates for production rate decreases and build schedule changes, supply chain costs, costs of rework, and other costs on the B787 program, and additional labor, freight, and other cost requirements driven by parts shortages and production and quality issues, production schedule changes received from Airbus, increased freight and utility costs, and increased non-recurring engineering and tooling costs on the A350 program. Forward losses were also impacted by

technical problems, realization targets, and existence and execution of factory recovery plans caused by the factors listed above and other factors. Additionally, the forward loss charges reflect anticipated production recovery costs related to the bankruptcy of a supplier and associated failure to deliver key parts on the A220 wing program, and, to a lesser extent, increased cost projections on the RB3070, B767, Bombardier Challenger 650, and a partial offset related to the release of a previously recorded forward loss provision that was impacted by the suspension of activities in Russia.

Unfavorable cumulative catch-up adjustments of $ 27.7 were primarily recognized on the B737 MAX and A320 programs, reflective of increased costs experienced and estimated for supply chain, raw material, labor and other costs on the B737 MAX program, driven by production schedule changes, parts shortages, production recovery plan execution and increased supply chain and other costs. The A320 program unfavorable cumulative catch-up adjustment was driven by production cost overruns experienced due to operational and supply chain disruptions, and estimates of the impact of production schedule changes, increased material costs, increased freight costs, and increased labor and overhead costs.

2021 Changes in Estimates

During the twelve months ended December 31, 2021, the Company recognized net forward loss charges of $ 241.5 primarily driven by production rate changes on B787 and A350 programs and the corresponding amount of fixed overhead absorption applied to lower deliveries, engineering analysis and estimated costs of rework on the B787 programs, estimated quality improvement costs on the A350 program, and cost performance on the B767 program. Unfavorable cumulative catch-up adjustments of $ 5.0 were primarily driven by the change on the estimate of production for the B737 program.

6. Accounts Receivable, net

Accounts receivable represent the Company's unconditional rights to consideration, subject to the payment terms of the contract, for which only the passage of time is required before payment. Unbilled receivables are reflected under contract assets on the balance sheet. Management assesses and records an allowance for credit losses using a current expected credit loss ("CECL") model. See *Allowance for Credit Losses,* below.

Accounts receivable, net consists of the following:

	December 31, 2023	December 31, 2022
Trade receivables	$ 555.8	$ 477.9
Other	42.0	19.7
Less: allowance for credit losses	(12.3)	(8.1)
Accounts receivable, net	$ 585.5	$ 489.5

The Company has agreements (through its subsidiaries) to sell, on a revolving basis, certain trade accounts receivable balances with Boeing, Airbus Group SE and its affiliates (collectively, "Airbus"), and Rolls-Royce PLC and its affiliates (collectively, "Rolls-Royce") to third-party financial institutions. These programs were primarily entered into as a result of customers seeking payment term extensions with the Company and they continue to allow the Company to monetize the receivables prior to their payment date, subject to payment of a discount. No guarantees are delivered under the agreements. The Company's ability to continue using such agreements is primarily dependent upon the strength of the applicable customer's financial condition. Transfers under these agreements are accounted for as sales of receivables resulting in the receivables being derecognized from the Company's balance sheet. For the twelve months ended December 31, 2023, $ 3,692.5 of accounts receivable have been sold via this arrangement. The proceeds from these sales of receivables are included in cash from operating activities in the Consolidated Statements of Cash Flows. The recorded net loss on sale of receivables is $ 52.4 for the year ended December 31, 2023 and is included in Other (expense) income. See Note 23, *Other Income (Expense), net*.

Allowance for Credit Losses

Management assesses and records an allowance for credit losses on financial assets within the scope of ASU 2016-13 using the CECL model. The amount necessary to adjust the allowance for credit losses to management's current estimate, as of the reporting date, on these assets is recorded in net income as credit loss expense. All credit losses reported in accordance with ASU 2016-13 were on trade receivables and/or contract assets arising from the Company's contracts with customers.

In determining the appropriate methodology to use within the CECL model for receivables and contract assets arising from the Company's contracts with customers, the Company considered the risk characteristics of the applicable assets. The Company segregated the trade receivables and contract assets into "pools" of assets at the segment level. The Company's assessment was based on similarity of risk characteristics shared by these pool of assets. Management observed that risks for collectability, with regard to the trade receivables and contract assets resulting from contracts with customers include: macro level economic conditions that impact all of the Company's customers, macro-level market conditions that could impact the Company's customers in certain aircraft categories, certain customer specific market conditions, certain customer specific economic conditions, and certain customer specific administrative conditions.

The Company selected a loss-rate method for the CECL model, based on the relationship between historical write-offs of receivables and the underlying sales. Utilizing this model, a loss-rate is applied against the cost of applicable assets, at the time the asset is established. The loss rate reflects the Company's current estimate of the risk of loss (even when that risk is remote) over the expected life of the assets. The Company's policy is to deduct write-offs from the allowance for credit losses account in the period in which the financial assets are deemed uncollectible.

The changes to the allowance for credit losses and related credit loss expense reported for the twelve months ended December 31, 2023 were solely based on the results of the CECL model. During the twelve months ended December 31, 2023 there have been no significant changes in the factors that influenced management's current estimate of expected credit losses, nor changes to the Company's accounting policies or Current Expected Credit Losses methodology. The beginning balances, current period activity, and ending balances of the allocation for credit losses on accounts receivable and contract assets were not material.

7. Contract Assets and Contract Liabilities

Contract assets primarily represent revenues recognized for performance obligations that have been satisfied but for which amounts have not been billed. Contract assets, current are those for which performance obligations have been fully satisfied and billing is expected within 12 months of contract origination and contract assets, long-term are fully satisfied obligations that are expected to be billed in more than 12 months. No impairments to contract assets were recorded for the twelve months ended December 31, 2023 or December 31, 2022. See also Note 6, *Accounts Receivable, net*.

Contract liabilities are established for cash received that is in excess of revenues recognized and are contingent upon the satisfaction of performance obligations. Contract liabilities primarily consist of cash received on contracts for which revenue has been deferred since the receipts are in excess of transaction price resulting from the allocation of consideration based on relative standalone selling price to future units (including those under option that the Company believes are likely to be exercised) with prices that are lower than standalone selling price. These contract liabilities will be recognized earlier if the options are not fully exercised, or immediately, if the contract is terminated prior to the options being fully exercised.

	December 31, 2023	December 31, 2022	Change
Contract assets	$ 522.9	$ 502.2	$ 20.7
Contract liabilities	(353.9)	(356.4)	2.5
Net contract assets (liabilities)	$ 169.0	$ 145.8	$ 23.2

For the period ended December 31, 2023, the increase in contract assets reflects the net impact of additional revenue recognized in excess of billed revenues during the period. The decrease in contract liabilities reflects the net decrease of deferred revenues recorded in excess of revenue recognized during the period. The Company recognized $ 189.4 of revenue that

was included in the contract liability balance at the beginning of the period including the reversal of a previously recognized material right obligation related to the 2023 MOA of $154.6. These decreases to the liabilities were primarily offset by increases in contract liabilities from capital and tooling amounts received in 2023.

	December 31, 2022	December 31, 2021	Change
Contract assets	$ 502.2	$ 443.2	$ 59.0
Contract liabilities	(356.4)	(387.0)	30.6
Net contract assets (liabilities)	$ 145.8	$ 56.2	$ 89.6

For the period ended December 31, 2022, the increase in contract assets reflects the net impact of additional revenue recognized in excess of billed revenues during the period. The decrease in contract liabilities reflects the net decrease of deferred revenues recorded in excess of revenue recognized during the period. The Company recognized $ 72.8 of revenue that was included in the contract liability balance at the beginning of the period.

8. Revenue Disaggregation and Outstanding Performance Obligations

Disaggregation of Revenue

The Company disaggregates revenue based on the method of measuring satisfaction of the performance obligation either over time or at a point in time. Additionally, the Company disaggregates revenue based upon the location where products and services are transferred to the customer, and based upon major customer. The Company's principal operating segments and related revenue are noted in Note 26, *Segment and Geographical Information*.

The following table disaggregates revenues by the method of performance obligation satisfaction:

	For the Twelve Months Ended	
Revenue	**December 31, 2023**	**December 31, 2022**
Contracts with performance obligations satisfied over time	$ 4,368.7	$ 3,684.8
Contracts with performance obligations satisfied at a point in time	1,679.2	1,344.8
Total Revenue	$ 6,047.9	$ 5,029.6

The following table disaggregates revenue by major customer:

	For the Twelve Months Ended	
Customer	**December 31, 2023**	**December 31, 2022**
Boeing	$ 3,847.1	$ 3,008.9
Airbus	1,144.6	1,098.2
Other	1,056.2	922.5
Total net revenues	$ 6,047.9	$ 5,029.6

The following table disaggregates revenue based upon the location where control of products are transferred to the customer:

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

	For the Twelve Months Ended	
Location	**December 31, 2023**	**December 31, 2022**
United States	$ 4,667.1	$ 3,814.5
International		
United Kingdom	582.5	632.8
Other	798.3	582.3
Total International	1,380.8	1,215.1
Total Revenue	$ 6,047.9	$ 5,029.6

Remaining Performance Obligations

Unsatisfied, or partially unsatisfied, performance obligations currently under contract that are expected to be recognized to revenue in the future are noted in the table below. The Company expects options to be exercised in addition to the amounts presented below.

	2024	2025	2026	2027 and After
Unsatisfied performance obligations	$ 5,182.6	$ 2,552.4	$ 1,104.9	$ 703.0

9. Inventory

Inventory consists of raw materials used in the production process, work-in-process, which is direct material, direct labor, overhead, and capitalized preproduction costs. Raw materials are stated at lower of cost (principally on an actual or average cost basis) or net realizable value. Capitalized pre-production costs include certain contract costs, including applicable overhead, incurred before a product is manufactured on a recurring basis. These costs are typically amortized over a period that is consistent with the satisfaction of the underlying performance obligations to which these relate. See Note 3, *Summary of Significant Accounting Policies - Inventory* .

	December 31, 2023	December 31, 2022
Raw materials	$ 414.4	$ 332.7
Work-in-process[(1)]	1,283.7	1,044.9
Finished goods	48.4	69.4
Product inventory	1,746.5	1,447.0
Capitalized pre-production	20.8	23.7
Total inventory, net	$ 1,767.3	$ 1,470.7

(1) Work-in-process inventory includes direct labor, direct material, and overhead on contracts for which revenue is recognized at a point in time, as well as sub-assembly parts that have not been issued to production on contracts for which revenue is recognized over time using the input method. For the periods ended December 31, 2023 and December 31, 2022, work-in-process inventory includes $ 262.0 and $ 392.2 , respectively, of costs incurred in anticipation of specific contracts and no impairments were recorded in the period.

Product inventory, summarized in the table above, is shown net of valuation reserves of $ 150.2 and $ 136.8 as of December 31, 2023 and December 31, 2022, respectively.

Excess capacity and abnormal production costs are excluded from inventory and recognized as expense in the period incurred. Cost of sales for the twelve months ended December 31, 2023 includes $ 184.1 of excess capacity production costs related to temporary B737 MAX, A220, and A320 production schedule changes. Additional expenses that are excluded from inventory and expensed are abnormal production costs of $ 8.3 related to the temporary production pause, and ($ 2.4) of benefit related to the settlement of a contingent consideration obligation related to the Applied Aerodynamics acquisition, which are

both included in *Other operating expense* , and $ 7.2 of restructuring costs included in the Consolidated Statements of Operations. Cost of sales for the twelve months ended December 31, 2022 includes $ 157.3 of excess capacity production costs related to temporary B737 MAX, A220, and A320 production schedule changes, abnormal costs related to workforce adjustments as a result of COVID-19 production pause, net of a U.S. employee retention credit and U.K. government subsidies, for the twelve months ended December 31, 2022 of $ 9.6 and an offset of ($32.6) related to the AMJPP. Additional expenses that were excluded from inventory and expensed during the twelve months ended December 31, 2022 include $ 0.2 of restructuring costs.

10. Property, Plant and Equipment, net

Property, plant and equipment, net consists of the following:

	December 31, 2023	December 31, 2022
Land	$ 30.5	$ 30.1
Buildings (including improvements)	1,307.6	1,269.1
Machinery and equipment	2,460.6	2,365.1
Tooling	1,064.8	1,055.9
Capitalized software	338.4	336.1
Construction-in-progress	119.0	102.2
Total	5,320.9	5,158.5
Less: accumulated depreciation	(3,236.7)	(2,952.6)
Property, plant and equipment, net	$ 2,084.2	$ 2,205.9

Capitalized interest was $ 5.2 , $ 3.8 , and $ 6.1 for the twelve months ended December 31, 2023, 2022 and 2021, respectively. Repair and maintenance costs are expensed as incurred. The Company recognized repair and maintenance costs of $ 176.9 , $ 161.9 , and $ 158.8 for the twelve months ended December 31, 2023, 2022, and 2021, respectively.

The Company capitalizes certain costs, such as software coding, installation and testing, that are incurred to purchase or to create and implement internal use computer software. Depreciation expense related to capitalized software was $ 22.7 , $ 23.4 , and $ 16.7 for the twelve months ended December 31, 2023, 2022, and 2021, respectively.

The Company reviews capital and amortizing intangible assets (long-lived assets) for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. There was no impairment f or the twelve months ended December 31, 2023 and December 31, 2022.

11. Leases

The Company determines if an arrangement is a lease at the inception of a signed agreement. Operating leases are included in *Right of use* ("ROU") *assets* (long-term), *Operating lease liabilities, short-term* , and *Operating lease liabilities, long-term* on the Company's Consolidated Balance Sheet. Finance leases are included in *Property, plant and equipment, net* , *Current portion of long-term debt* , and *Long-term debt*.

ROU assets represent the right of the Company to use an underlying asset for the length of the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at the lease commencement date based on the estimated present value of lease payments over the lease term.

To determine the present value of lease payments, the Company uses its estimated incremental borrowing rate or the implicit rate, if readily determinable. The estimated incremental borrowing rate is based on information available at the lease commencement date, including any recent debt issuances and publicly available data for instruments with similar characteristics. The ROU asset also includes any lease payments made and excludes lease incentives.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

The Company's lease terms may include options to extend or terminate the lease and, when it is reasonably certain that an option will be exercised, those options are included in the net present value calculation. Leases with a term of 12 months or less, which are primarily related to automobiles and manufacturing equipment, are not recorded on the balance sheet. The aggregate amount of lease cost for leases with a term of 12 months or less is not material.

The Company has lease agreements that include lease and non-lease components, which are generally accounted for separately. For certain leases (primarily related to IT equipment), the Company does account for the lease and non-lease components as a single lease component. A portfolio approach is applied to effectively account for the assets and liabilities for those specific leases referenced above. The Company does not have any material leases containing variable lease payments or residual value guarantees. The Company also does not have any material subleases.

The Company currently has operating and finance leases for items such as manufacturing facilities, corporate offices, manufacturing equipment, transportation equipment, and vehicles. Majority of the Company's active leases have remaining lease terms that range between less than one year to 18 years, some of which include options to extend the leases for up to 30 years, and some of which include options to terminate the leases within one year.

For the twelve months ended December 31, 2023, total net lease cost was $ 57.0 . This was comprised of $ 14.6 of operating lease costs, $ 34.2 amortization of assets related to finance leases, and $ 8.2 interest on finance lease liabilities. For the twelve months ended December 31, 2022, total net lease cost was $ 54.3 . This was comprised of $ 13.6 of operating lease costs, $ 33.6 amortization of assets related to finance leases, and $ 7.1 interest on finance lease liabilities. For the twelve months ended December 31, 2021, total net lease cost was $ 47.3 . This was comprised of $ 11.5 of operating lease costs, $ 28.8 of amortization of assets related to finance leases, and $ 7.0 interest on finance lease liabilities.

Supplemental cash flow information related to leases was as follows:

	For the Twelve Months Ended December 31, 2023	For the Twelve Months Ended December 31, 2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 14.2	$ 13.1
Operating cash flows from finance leases	$ 8.2	$ 7.1
Financing cash flows from finance leases	$ 50.3	$ 44.4
ROU assets obtained in exchange for lease obligations:		
Operating leases	$ 6.1	$ 11.2

Supplemental balance sheet information related to leases:

	December 31, 2023	December 31, 2022
Finance leases:		
Property and equipment, gross	$ 336.9	$ 295.4
Accumulated amortization	(135.8)	(103.4)
Property and equipment, net	$ 201.1	$ 192.0

The weighted average remaining lease term as of December 31, 2023 for operating and finance leases was 33.2 years and 4.7 years, respectively. The weighted average discount rate as of December 31, 2023 for operating and finance leases was 6.2 % and 6.3 %, respectively. See Note 16, *Debt*, for current and non-current finance lease obligations. The weighted average remaining lease term as of December 31, 2022 for operating and finance leases was 31.7 years and 5.3 years, respectively. The weighted average discount rate as of December 31, 2022 for operating and finance leases was 5.8 % and 5.0 %, respectively.

As of December 31, 2023, remaining maturities of lease liabilities were as follows:

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

	2024	2025	2026	2027	2028	2029 and thereafter	**Total Lease Payments**	Less: Imputed Interest	**Total Lease Obligations**
Operating Leases	$ 14.6	$ 14.4	$ 12.0	$ 9.5	$ 8.7	$ 174.1	**$ 233.3**	$ (139.9)	**$ 93.4**
Financing Leases	$ 55.6	$ 41.0	$ 26.6	$ 12.6	$ 6.8	$ 22.3	**$ 164.9**	$ (21.6)	**$ 143.3**

As of December 31, 2023, the Company had additional operating and financing lease commitments that have not yet commenced of approximately $ 0.1 and $ 18.1 , respectively, for manufacturing equipment and facilities which are in various phases of construction or customization for the Company's ultimate use, with lease terms between 3 and 5 years. The Company's involvement in the construction and design process for these assets is generally limited to project management.

12. Other Assets, Goodwill, and Intangible Assets

Other current assets are summarized as follows:

	December 31, 2023	**December 31, 2022**
Prepaid expenses	$ 34.8	$ 27.5
Income tax receivable	5.3	3.9
Other assets- short term	12.4	6.9
Total other current assets	$ 52.5	$ 38.3

Other assets are summarized as follows:

	December 31, 2023	**December 31, 2022**
Deferred financing		
Deferred financing costs	$ 0.9	$ 0.9
Less: Accumulated amortization-deferred financing costs	(0.9)	(0.8)
Deferred financing costs, net	$ —	$ 0.1
Other		
Supply agreements [(1)]	$ 3.5	$ 6.4
Equity in net assets of affiliates	0.8	1.1
Restricted cash - collateral requirements	22.3	19.6
Rotables	44.0	39.0
Other	29.3	25.6
Total	$ 99.9	$ 91.8

(1) Certain payments accounted for as consideration paid by the Company to a customer are being amortized as reductions to net revenues.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

Goodwill is summarized as follows:

Segment	Balance at December 31, 2022	Changes in Goodwill Balance: Acquisitions	Changes in Goodwill Balance: Adjustments/Other		Changes in Goodwill Balance: Currency Exchange	Balance at December 31, 2023
Commercial	$ 296.5	$ —	$ —		$ 0.1	$ 296.6
Defense & Space	$ 12.6	$ —	$ 0.6	(1)	$ —	$ 13.2
Aftermarket	$ 321.4	$ —	$ —		$ —	$ 321.4
	$ 630.5	$ —	$ 0.6		$ 0.1	$ 631.2

(1) As a result of certain purchase price allocation adjustments recorded during the purchase price accounting measurement period based on additional information obtained, the goodwill resulting from the T.E.A.M., Inc. acquisition was adjusted by $ 0.6 , from $7.1 that was reported at December 31, 2022, to $7.7 as of December 31, 2023. See also Note 28, *Acquisitions*.

The total goodwill value includes no a ccumulated impairment loss in any of the periods present ed.

Intangible assets are summarized as follows:

	December 31, 2023	December 31, 2022
Intangible assets		
Favorable leasehold interests	$ 2.8	$ 2.8
Developed technology asset[1]	103.1	103.1
Customer relationships intangible assets[2]	139.6	139.6
Total intangible assets	$ 245.5	$ 245.5
Accumulated amortization - favorable leasehold interest	(2.1)	(2.1)
Accumulated amortization - developed technology asset	(21.9)	(15.6)
Accumulated amortization - customer relationships	(25.3)	(17.6)
Intangible assets, net	$ 196.2	$ 211.4

(1) The acquisition of T.E.A.M., Inc. resulted in the establishment of an $ 11.1 intangible asset for developed technology. See also Note 28, *Acquisitions.*
(2) The acquisition of T.E.A.M., Inc. resulted in the establishment of a $ 2.4 intangible asset for customer relationships. See also Note 28, *Acquisitions.*

Amortization expense was $ 15.2 and $ 14.4 for the twelve months ended December 31, 2023 and 2022, respectively.

The Company's policy is to use straight-line amortization on the amortizing intangible assets. The amortization for each of the five succeeding years relating to intangible assets currently recorded in the Consolidated Balance sheet and the weighted average amortization is estimated to be the following as of December 31, 2023:

Year	Favorable leasehold interest	Developed Technology	Customer Relationships	Total
2024	$ 0.1	$ 6.9	$ 8.2	$ 15.2
2025	$ 0.1	$ 6.9	$ 8.2	$ 15.2
2026	$ 0.1	$ 6.9	$ 8.2	$ 15.2
2027	$ 0.1	$ 6.9	$ 8.2	$ 15.2
2028	$ 0.1	$ 6.9	$ 8.2	$ 15.2
Weighted average amortization period	5.5	11.9	14.5	13.4

13. Advance Payments

Advances on the B787 Program. Boeing has made advance payments to Spirit under the B787 Special Business Provisions and General Terms Agreement (collectively, the "B787 Supply Agreement"), that are required to be repaid to Boeing by way of offset against the purchase price for future shipset deliveries. Advance repayments were originally scheduled to be spread evenly over the remainder of the first 1,000 B787 shipsets delivered to Boeing. On April 8, 2014, the Company signed a memorandum of agreement with Boeing that suspended advance repayments related to the B787 program for a period of twelve months beginning April 1, 2014. Repayment recommenced on April 1, 2015, and any repayments that otherwise would have become due during such twelve-month period were to offset the purchase price for shipsets 1001 through 1120. On December 21, 2018, the Company signed the 2018 MOA with Boeing that again suspended the advance repayments beginning with line unit 818. The advance repayments resumed in 2022 at a lower rate of $ 0.45 per shipset at line number 1135 and will continue through line number 1605.

In the event Boeing does not take delivery of a sufficient number of shipsets to repay the full amount of advances prior to the termination of the B787 program or the B787 Supply Agreement, any advances not then repaid will be applied against any outstanding payments then due by Boeing to us, and any remaining balance will be repaid in annual installments of $ 27.0 due on December 15th of each year until the advance payments have been fully recovered by Boeing. As of December 31, 2023, the amount of advance payments received by us from Boeing and not yet repaid was approximately $ 189.1 .

In support of tooling and capital expenditures for future production rate increases on the B787 program, the 2023 MOA entered into on October 12, 2023 included an agreement for Boeing to advance Spirit a total of $71.7 in quarterly installments beginning October 2023 through April 2025. Spirit will align the repayment plan to coincide with deliveries to Boeing beginning April 2025 through October 2027. In the event Boeing does not take delivery of a sufficient number of shipsets to repay the full amount of advance prior to October 31, 2027, the remaining balance up to the $71.7 will be due in the fourth quarter of 2027. As of December 31, 2023, the amount of advance payments received by Spirit from Boeing and not yet repaid was approximately $ 32.2 .

Advances on the B737 Program. In an effort to minimize the disruption to Spirit's operations and its supply chain, the 2019 MOA entered into on April 12, 2019 included the terms and conditions for an advance payment to be made from Boeing to Spirit in the amount of $123.0, which was received during the third quarter of 2019. The 2020 MOA entered into on February 6, 2020, extended the repayment date of the $ 123.0 advance received by Spirit under the 2019 MOA to 2022. In the twelve months ended December 31, 2022, the $ 123.0 of advance payments received from Boeing were repaid and there was no balance due as of December 31, 2022 and December 31, 2023.

Advances on the A350 Program. During the twelve months ended December 31, 2023, the Company received an advance payment from Airbus of $ 100.0 under an agreement between Airbus S.A.S. and Spirit AeroSystems (Europe) Limited (“Spirit Europe”) signed on June 23, 2023 (the “A350 Agreement”). The A350 Agreement provides for up to $100.0 of advances that are required to be repaid along with a nominal fee to Airbus by way of offset against the purchase price of A350 FLE shipset deliveries in 2025. To the extent actual deliveries in 2025 are insufficient to offset the advance amount, any amount not offset against deliveries will be due and payable to Airbus on December 31, 2025. In connection with the A350 Agreement, Spirit Europe has pledged certain program assets including work in process inventories and raw materials at Spirit's Scotland facility in an amount sufficient to cover the advances.

Other. The *Advance payments, long-term* line item on the Consolidated Balance Sheet for the period ended December 31, 2023 includes $ 18.9 related to payments received from an Aftermarket segment customer for contracted work that was impacted by the sanctions imposed by the U.S. and other governments on Russia following its invasion of Ukraine.

14. Fair Value Measurements

The FASB’s authoritative guidance on fair value measurements defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. It also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The guidance discloses three levels of inputs that may be used to measure fair value:

Level 1 Quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 1 assets and liabilities include debt and equity securities and derivative contracts that are traded in an active exchange market.

Level 2 Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Level 2 assets and liabilities include debt securities with quoted prices that are traded less frequently than exchange-traded instruments and derivative contracts whose value is determined using a pricing model with inputs that are observable in the market or can be derived principally from or corroborated by observable market data. Observable inputs, such as current and forward interest rates and foreign exchange rates, are used in determining the fair value of the interest rate swaps and foreign currency hedge contracts.

Level 3 Unobservable inputs that are supported by little or no market activity and are significant to the fair value of assets and liabilities. Level 3 assets and liabilities include financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

The Company's long-term debt includes a senior secured term loan and senior notes described further under Note 16 *Debt.* The estimated fair value of the Company's debt obligations is based on the quoted market prices for such obligations or the historical default rate for debt with similar credit ratings. The following table presents the carrying amount and estimated fair value of long-term debt. See also Note 15 *Derivative and Hedging Activities,* and Note 17 *Pension and Other Post-Retirement Benefits.*

	December 31, 2023		December 31, 2022	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Senior secured term loan B (including current portion)	$ 571.0	$ 573.1 (2)	$ 571.7	$ 564.5 (2)
Exchangeable senior notes due 2028	222.2	292.6 (2)	—	— (2)
Senior secured first lien notes due 2025	20.8	20.7 (1)	20.7	20.8 (1)
Senior secured second lien notes due 2025	—	— (1)	1,191.0	1,179.0 (1)
Senior notes due 2026	299.1	288.0 (1)	298.8	272.8 (1)
Senior notes due 2028	696.6	616.8 (1)	695.9	562.3 (1)
Senior notes due 2029	888.4	973.0 (1)	887.2	935.7 (1)
Senior secured second lien notes due 2030	1,180.0	1,273.1 (1)	—	— (1)
Total	$ 3,878.1	$ 4,037.3	$ 3,665.3	$ 3,535.1

(1) Level 1 Fair Value hierarchy

(2) Level 2 Fair Value hierarchy

15. Derivative and Hedging Activities

Derivatives Accounted for as Hedges

Cash Flow Hedges – Foreign Currency Hedge

The Company has entered into currency forward contracts, each designated as a cash flow hedge upon the date of execution, for the purpose of reducing the variability of cash flows and hedging against the foreign currency exposure for forecasted payroll, pension and vendor disbursements that are expected to be made in the British pound sterling. The hedging program implemented is intended to reduce foreign currency exposure, and the associated forward currency contracts hedge forecasted transactions through September 2024.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

The following table summarizes the notional amounts (representing the gross contract/notional amount of the derivatives outstanding) and fair values of the derivative instruments in the Consolidated Balance Sheet as of December 31, 2023, and December 31, 2022. The foreign currency exchange contracts are measured within Level 1 of the Fair Value hierarchy. See Note 14, *Fair Value Measurements*.

	Notional amount		Other assets		Other liabilities	
	December 31, 2023	December 31, 2022	December 31, 2023	December 31, 2022	December 31, 2023	December 31, 2022
Derivatives designated as hedging instruments:						
Foreign currency exchange contracts	$ 169.1	$ 157.1	$ 3.0	$ —	$ —	$ 2.4
Total derivatives at fair value			$ 3.0	$ —	$ —	$ 2.4

Changes in the fair value of cash flow hedges are recorded in AOCI and recorded in earnings in the period in which the hedged transaction settles. The gain (loss) recognized in AOCI associated with the Company's hedging transactions is presented in the following table:

	For the Twelve Months Ended		
	December 31, 2023	December 31, 2022	December 31, 2021
Recognized in total other comprehensive loss:			
Foreign currency exchange contracts	$ 5.9	$ (19.1)	$ (2.0)

The following table summarizes the gains/(losses) associated with the Company's hedging transactions reclassified from AOCI to earnings:

	For the Twelve Months Ended		
	December 31, 2023	December 31, 2022	December 31, 2021
Foreign currency exchange contracts:			
Other expense	$ 0.5	$ (18.7)	$ (0.2)

Within the next 12 months, the Company expects to recognize a gain of $ 3.0 in earnings related to the foreign currency forward contracts. As of December 31, 2023, the maximum term of the hedged forecasted transaction was 9 months. Generally, the Company has agreements with its counterparties that contain a provision whereby if the Company defaults on its existing credit facilities and payment of the loans extended under such facilities is accelerated, the Company could be declared in default under its agreements, which may result in the early termination of the outstanding derivatives governed by such agreements and the payment of an early termination amount.

Derivatives Not Accounted for as Hedges

During the twelve months ended December 31, 2022, the Company entered into foreign currency forward contracts in the amount of $291.5 to minimize the risk of currency exchange rate movements on the Company's planned settlement of the repayable investment agreement between the Company and the U.K.'s Department for Business, Energy and Industrial Strategy. During the twelve-month period ended December 31, 2022, these foreign currency forward contracts were settled and new contracts were entered into in the amount of $293.7, which were also settled during the period. The Company did not designate these forward contracts as hedges or apply hedge accounting to the forward contracts. For the twelve months ended December 31, 2022, the Company recorded a net gain of $ 1.6 to the *Other (expense) income, net* line item on the Consolidated Statements of Operations related to the foreign currency forward contracts. There were no foreign currency forward contracts, other than those accounted for as cash flow hedges noted above, in existence as of December 31, 2023, December 31, 2022 or December 31, 2021.

16. Debt

Total debt shown on the balance sheet is comprised of the following:

	December 31, 2023		December 31, 2022	
	Current	Noncurrent	Current	Noncurrent
Senior secured term loan B	$ 5.8	$ 565.2	$ 5.7	$ 566.0
Exchangeable senior notes due 2028	—	222.2	—	—
Senior secured first lien notes due 2025	—	20.8	—	20.7
Senior secured second lien notes due 2025	—	—	—	1,191.0
Senior notes due 2026	—	299.1	—	298.8
Senior notes due 2028	—	696.6	—	695.9
Senior secured first lien notes due 2029	—	888.4	—	887.2
Senior secured second lien notes due 2030	—	1,180.0	—	—
Present value of finance lease obligations	48.3	95.0	42.2	102.3
Other	10.7	51.4	5.8	53.0
Total	$ 64.8	$ 4,018.7	$ 53.7	$ 3,814.9

Credit Agreement

On October 5, 2020, Spirit entered into a term loan credit agreement (the “Credit Agreement”) providing for a $400.0 senior secured term loan B credit facility with the lenders party thereto and Bank of America, N.A., as administrative agent and collateral agent. On October 5, 2020 Spirit borrowed the full $400.0 of initial term loans available under the Credit Agreement. The Credit Agreement also permits Spirit to request one or more incremental term facilities in an aggregate principal amount not to exceed (x) in the case of any incremental facility that is secured on a pari passu basis with the Credit Agreement, the greater of (a) $950.0 and (b) such other amount, so long as on a pro forma basis after giving effect to the incurrence of such indebtedness and the use of proceeds thereof, the first lien secured net leverage ratio does not exceed 3.25 to 1.00; and (y) in the case of any incremental facility that is secured on a junior basis to the Credit Agreement, the greater of (a) $500.0 and (b) such other amount, so long as on a pro forma basis after giving effect to the incurrence of such indebtedness and the use of proceeds thereof, the secured net leverage ratio does not exceed 5.00 to 1.00. On November 15, 2021, the Company entered into a first refinancing, incremental assumption and amendment agreement (the “November 2021 Amendment”) to the Credit Agreement. The November 2021 Amendment provides for, among other things, (i) the refinancing of the $397.0 aggregate principal amount of term loans outstanding under the Credit Agreement immediately prior to the effectiveness of the November 2021 Amendment with term loans in an equal principal amount with a lower interest rate (the “Repriced Term Loans”) and (ii) an incremental term loan facility of $203.0 in aggregate principal amount with the same terms as the Repriced Term Loans. On November 23, 2022, the Company entered into a second refinancing amendment ("the "November 2022 Amendment") to the Credit Agreement (the Credit Agreement as amended by the November 2021 Amendment and the November 2022 Amendment, the “Amended Credit Agreement”). The November 2022 Amendment provides for, among other things, the refinancing of the $594.0 aggregate principal amount of term loans outstanding under the Credit Agreement immediately prior to the effectiveness of the November 2022 Amendment (the “Existing Term Loans”) with term loans in an equal principal amount with a later maturity date (the “New Term Loans”). The proceeds of the New Term Loans were used to refinance the Existing Term Loans. The New Term Loans will mature on January 15, 2027. The New Term Loans bear interest at a rate ranging between Term SOFR plus 4.25% and Term SOFR plus 4.50% (or, at Spirit’s option, between base rate plus 3.25% and base rate plus 3.50%, as applicable) with the margin varying based on Spirit’s first lien secured gross leverage ratio. The obligations under the Amended Credit Agreement are guaranteed by Holdings and Spirit AeroSystems North Carolina, Inc., a wholly-owned subsidiary of the Company (“Spirit NC”, and together with Holdings, the “Guarantors”), and each existing and future, direct and indirect, wholly-owned material domestic subsidiary of Spirit, subject to certain customary exceptions. The obligations are secured by a first-priority lien with respect to substantially all assets of Spirit and the Guarantors, subject to certain exceptions.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

The Amended Credit Agreement contains usual and customary affirmative and negative covenants for facilities and transactions of this type and that, among other things, restrict the Company and its restricted subsidiaries' ability to incur additional indebtedness, create liens, consolidate or merge, make acquisitions and other investments, guarantee obligations of third parties, make loans or advances, declare or pay certain dividends or distributions on the Company's stock, redeem or repurchase shares of the Company's stock, engage in transactions with affiliates and enter into agreements restricting the Company's subsidiaries' ability to pay dividends or dispose of assets. These covenants are subject to a number of qualifications and limitations.

The Amended Credit Agreement provides for customary events of default, including, but not limited to, failure to pay principal and interest, failure to comply with covenants, agreements or conditions, and certain events of bankruptcy or insolvency involving the Company and its material subsidiaries.

As a result of the modification and extinguishment of the Company's prior credit agreement, the Company recognized a loss on extinguishment of $7.2, recorded to the *Interest expense and financing fee amortization* line item for the twelve months ended December 31, 2022, on the Company's Consolidated Statement of Operations, of which $ 4.6 is reflected within the *Amortization of deferred financing fees* line item in operating activities and $2.6 is reflected within the *Payment of debt extinguishment costs* line item under financing activities on the Consolidated Statement of Cash Flows for the twelve months ended December 31, 2022. As of December 31, 2023, the outstanding balance of the Amended Credit Agreement was $ 586.6 and the carrying value was $ 571.0 .

Exchangeable Notes

On November 13, 2023, Spirit entered into an Indenture (the "Exchangeable Notes Indenture"), by and among Spirit, the Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee, in connection with Spirit's issuance of $230.0 aggregate principal amount of its 3.250 % Exchangeable Senior Notes due 2028 (the "Exchangeable Senior Notes"). The Exchangeable Senior Notes were issued and sold in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act. The Exchangeable Senior Notes are senior, unsecured obligations of Spirit and are fully and unconditionally guaranteed on a senior, unsecured basis by the Guarantors.

The Exchangeable Senior Notes mature on November 1, 2028, unless earlier exchanged, redeemed or repurchased, and bear interest at a rate of 3.250% per year payable semiannually in cash in arrears on May 1 and November 1 of each year. The first interest payment date is May 1, 2024.

The Exchangeable Senior Notes will be exchangeable at an initial exchange rate of 34.3053 shares of Spirit Holdings' Class A common stock per $1,000 principal amount of Exchangeable Senior Notes (equivalent to an initial exchange price of approximately $29.15 per share of Class A common stock). At the initial exchange rate, the Senior Notes would be convertible into 7,890,219 shares of Spirit Holdings' Class A common stock. The initial exchange rate is subject to adjustment, as provided in the Exchangeable Notes Indenture. Upon exchange of the Exchangeable Senior Notes, Spirit will pay and/or deliver cash, shares of Class A common stock or a combination of cash and shares of Class A common stock, at Spirit's election, in respect of its exchange obligations for the Exchangeable Senior Notes. Prior to the close of business on the business day immediately preceding August 1, 2028, the Exchangeable Senior Notes will be exchangeable at the option of the noteholders only upon the satisfaction of specified conditions and during certain periods described in the Exchangeable Notes Indenture. On or after August 1, 2028, until the close of business on the business day immediately preceding the maturity date, the Exchangeable Senior Notes will be exchangeable at the option of the noteholders at any time regardless of these conditions or periods.

Prior to November 6, 2026, Spirit may not redeem the Exchangeable Senior Notes. On or after November 6, 2026, Spirit may redeem for cash all or any portion (subject to certain limitations) of the Exchangeable Senior Notes, at its option, if the last reported sale price of Spirit Holdings' Class A common stock has been at least 130% of the exchange price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which Spirit provides notice of redemption, at a redemption price equal to 100% of the principal amount of the Exchangeable Senior Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. No "sinking fund" is provided for the Exchangeable Senior Notes.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

Subject to certain conditions and exceptions, holders of the Exchangeable Senior Notes will have the right to require Spirit to repurchase all or a portion of their Exchangeable Senior Notes upon the occurrence of a fundamental change such as stockholder approval of a plan or proposal for the liquidation or dissolution of the Company, or the delisting of Spirit's stock (see the Exchangeable Notes Indenture for a complete listing of events) at a repurchase price of 100% of their principal amount plus any accrued and unpaid interest. In connection with certain corporate events or if Spirit calls any Exchangeable Senior Notes for redemption, Spirit will, under certain circumstances, be required to increase the exchange rate for noteholders who elect to exchange their Exchangeable Senior Notes in connection with any such corporate event or exchange their Exchangeable Senior Notes called for redemption during the related redemption period.

With the exception of covenants restricting Spirit's and the Guarantors' ability to merge, consolidate or sell substantially all of their respective assets, the Indenture does not provide for restrictive covenants.

As of December 31, 2023, the outstanding balance of the Exchangeable Senior Notes was $ 230.0 and the carrying value was $ 222.2 . Interest expense recognized for the year ended December 31, 2023 was $1.2 including $0.2 of amortization of debt issuance costs. Unamortized debt issue costs at December 31, 2023 related to the Exchangeable Senior Notes were $7.8.

Second Lien 2030 Notes

On November 21, 2023, Spirit entered into an Indenture (the "Second Lien 2030 Notes Indenture"), by and among Spirit, the Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, in connection with Spirit's offering of $1,200.0 aggregate principal amount of its 9.75% Senior Secured Second Lien Notes due 2030 (the "Second Lien 2030 Notes"). The Second Lien 2030 Notes were issued and sold in a private placement to qualified institutional buyers pursuant to Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and in offshore transactions to non-U.S. persons pursuant to Regulation S under the Securities Act.

The Second Lien 2030 Notes mature on November 15, 2030 and bear interest at a rate of 9.75 % per year payable semiannually in cash in arrears on May 15 and November 15 of each year. The first interest payment date is May 15, 2024. The Second Lien 2030 Notes are guaranteed by the Guarantors, and each existing and future, direct and indirect, wholly-owned material domestic subsidiary of the Company, subject to certain customary exceptions. The Second Lien 2030 Notes are secured by a second-priority lien with respect to substantially all assets of Spirit and the Guarantors, subject to certain exceptions.

The Second Lien 2030 Notes Indenture contains covenants that limit Spirit's, the Company's and the Company's restricted subsidiaries' ability, subject to certain exceptions and qualifications, to incur indebtedness secured by liens, enter into sale and leaseback transactions, make restricted payments and investments and enter into certain mergers or consolidations and transfer substantially all of the Company and its subsidiaries' assets. These covenants are subject to a number of qualifications and limitations. In addition, the Second Lien 2030 Notes Indenture provides for customary events of default.

As of December 31, 2023, the outstanding balance of the Second Lien 2030 Notes was $ 1,200.0 and the carrying value was $ 1,180.0 .

First Lien 2029 Notes

On November 23, 2022, Spirit entered into an Indenture (the "First Lien 2029 Notes Indenture"), by and among Spirit, the Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, in connection with Spirit's offering of $900.0 aggregate principal amount of its 9.375% Senior Secured First Lien Notes due 2029 (the "First Lien 2029 Notes"). The First Lien 2029 Notes were issued and sold in a private placement to qualified institutional buyers pursuant to Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and in offshore transactions to non-U.S. persons pursuant to Regulation S under the Securities Act.

The First Lien 2029 Notes mature on November 30, 2029 and bear interest at a rate of 9.375 % per year payable semiannually in cash in arrears on May 30 and November 30 of each year. The first interest payment date was May 30, 2023. The First Lien 2029 Notes are guaranteed by the Guarantors, and each existing and future, direct and indirect, wholly-owned material domestic subsidiary of the Company, subject to certain customary exceptions. The First Lien 2029 Notes are secured by a first-priority lien with respect to substantially all assets of Spirit and the Guarantors, subject to certain exceptions.

The First Lien 2029 Notes Indenture contains covenants that limit Spirit's, the Company's and the Company's restricted subsidiaries' ability, subject to certain exceptions and qualifications, to incur indebtedness secured by liens, enter into sale and leaseback transactions, make restricted payments and investments and enter into certain mergers or consolidations and transfer substantially all of the Company and its subsidiaries' assets. These covenants are subject to a number of qualifications and limitations. In addition, the First Lien 2029 Notes Indenture provides for customary events of default.

As of December 31, 2023, the outstanding balance of the First Lien 2029 Notes was $ 900.0 and the carrying value was $ 888.4 .

First Lien 2025 Notes

On October 5, 2020, Spirit entered into an Indenture (the "First Lien 2025 Notes Indenture"), by and among Spirit, the Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, in connection with Spirit's offering of $500.0 aggregate principal amount of its 5.500% Senior Secured First Lien Notes due 2025 (the "First Lien 2025 Notes").

The First Lien 2025 Notes were issued and sold in a private placement to qualified institutional buyers pursuant to Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and in offshore transactions to non-U.S. persons pursuant to Regulation S under the Securities Act.

The First Lien 2025 Notes mature on January 15, 2025 and bear interest at a rate of 5.500 % per year payable semiannually in cash in arrears on January 15 and July 15 of each year. The first interest payment date was January 15, 2021.

The First Lien 2025 Notes are guaranteed by the Guarantors and were initially secured by a first-priority lien with respect to substantially all assets of Spirit and the Guarantors, subject to certain exceptions.

The First Lien 2025 Notes Indenture initially contained covenants that limit Spirit's, the Company's and the Company's restricted subsidiaries' ability, subject to certain exceptions and qualifications, to incur indebtedness secured by liens, enter into sale and leaseback transactions, make restricted payments and investments and enter into certain mergers or consolidations and transfer substantially all of the Company and its subsidiaries' assets. These covenants were subject to a number of qualifications and limitations. In addition, the First Lien 2025 Indenture provides for customary events of default.

In the fourth quarter of 2022, Spirit purchased $479.2 in aggregate principal amount of its outstanding First Lien 2025 Notes for cash pursuant to a tender offer (the "Tender Offer"). As of December 31, 2023, the outstanding balance of the First Lien 2025 Notes was $ 20.8 and the carrying value was $20.8. In connection with the Tender Offer, Spirit received the requisite consents from holders of the 2025 First Lien Notes necessary to approve amendments to the 2025 First Lien Notes Indenture, to, among other things, eliminate certain of the restrictive covenants and events of default contained in the 2025 First Lien Notes Indenture (the "Majority Amendments") and terminate the security interest and release the collateral under the 2025 First Lien Notes Indenture (the "Collateral Release Amendments"). Spirit, the Company, Spirit NC and The Bank of New York Mellon Trust Company, N.A. entered into the First Supplemental Indenture, dated as of November 23, 2022, to the 2025 First Lien Notes Indenture, which effects (i) the Majority Amendments and (ii) the Collateral Release Amendments, in each case, as of November 23, 2022. As of December 31, 2023, the First Lien 2025 Notes are unsecured and the First Lien 2025 Notes Indenture no longer includes covenants that limit Spirit's, the Company's and the Company's subsidiaries' ability to incur indebtedness secured by liens, enter into sale and leaseback transactions or make restricted payments and investments.

2026 Notes

In June 2016, the Company issued $300.0 in aggregate principal amount of 3.850 % Senior Notes due June 15, 2026 (the "2026 Notes") with interest payable, in cash in arrears, on June 15 and December 15 of each year, beginning December 15, 2016. As of December 31, 2023, the outstanding balance of the 2026 Notes was $ 300.0 and the carrying value was $ 299.1 . The Company and Spirit NC guarantee Spirit's obligations under the 2026 Notes on a senior secured basis.

On February 24, 2020, Spirit entered into a Second Supplemental Indenture (the "Second Supplemental Indenture") by and among Spirit, the Company, Spirit NC, and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), as trustee in

connection with the 2026 Notes. Under the Second Supplemental Indenture, the 2026 Noteholders were granted security on an equal and ratable basis with the lenders under the 2018 Credit Agreement until the security in favor of the lenders under the 2018 Credit Agreement was released on October 5, 2020. The Supplemental Indenture also added Spirit NC as an additional guarantor under the indenture governing the 2026 Notes.

On April 17, 2020, Spirit entered into a Third Supplemental Indenture (the "Third Supplemental Indenture"), by and among Spirit, the Company, Spirit NC and The Bank of New York Mellon Trust Company, N.A., as trustee in connection with the 2026 Notes. Under the Third Supplemental Indenture, the noteholders were granted security on an equal and ratable basis with the holders of the Second Lien 2025 Notes until the security in favor of the holders of the Second Lien 2025 Notes was released on November 21, 2023.

On October 5, 2020, Spirit entered into a Fourth Supplemental Indenture (the "Fourth Supplemental Indenture"), by and among Spirit, the Company, Spirit NC and The Bank of New York Mellon Trust Company, N.A., as trustee in connection with 2026 Notes. Under the Fourth Supplemental Indenture, the holders of the 2026 Notes were granted security on an equal and ratable basis with the holders of the First Lien 2025 Notes (until the security in favor of the lenders under the holders of the First Lien 2025 Notes was released on November 23, 2022) and the secured parties under the Amended Credit Agreement.

On November 23, 2022, Spirit entered into a Fifth Supplemental Indenture (the "Fifth Supplemental Indenture"), by and among Spirit, the Company, Spirit NC and The Bank of New York Mellon Trust Company, N.A., as trustee in connection with the 2026 Notes. Under the Fifth Supplemental Indenture, the holders of the 2026 Notes were granted security on an equal and ratable basis with the holders of the First Lien 2029 Notes.

On November 21, 2023, Spirit entered into a Sixth Supplemental Indenture (the "Sixth Supplemental Indenture"), by and among Spirit, the Company, Spirit NC and The Bank of New York Mellon Trust Company, N.A., as trustee in connection with the 2026 Notes. Under the Sixth Supplemental Indenture, the holders of the 2026 Notes were granted security on an equal and ratable basis with the holders of the Second Lien 2030 Notes.

Second Lien 2025 Notes

On April 17, 2020, Spirit entered into an Indenture (the "Second Lien 2025 Notes Indenture"), by and among Spirit, the Guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, in connection with Spirit's offering of $1,200.0 aggregate principal amount of its 7.500 % Senior Secured Second Lien Notes due 2025 (the "Second Lien 2025 Notes").

The Second Lien 2025 Notes were issued and sold in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act, and in offshore transactions to non-U.S. persons pursuant to Regulation S under the Securities Act.

The Second Lien 2025 Notes were scheduled to mature on April 15, 2025 and bore interest at a rate of 7.500% per year payable semiannually in cash in arrears on April 15 and October 15 of each year. The first interest payment date was October 15, 2020.

The Second Lien 2025 Notes were guaranteed by the Guarantors and secured by a second-priority lien with respect to substantially all assets of Spirit and the Guarantors, subject to certain exceptions.

The Second Lien 2025 Notes Indenture contained covenants that limit Spirit's, the Company's and the Company's subsidiaries' ability, subject to certain exceptions and qualifications, to create liens, enter into sale and leaseback transactions and guarantee other indebtedness without guaranteeing the Second Lien 2025 Notes. These covenants were subject to a number of qualifications and limitations. In addition, the Second Lien 2025 Notes Indenture provided for customary events of default.

In the fourth quarter of 2023, Spirit purchased $1,108.2 in aggregate principal amount of its outstanding Second Lien 2025 Notes for cash pursuant to a tender offer (the "2023 Tender Offer"). On November 21, 2023, Spirit notified The Bank of New York Mellon Trust Company, N.A., the trustee for the 2025 Second Lien Notes (the "2025 Trustee"), of its election to call for redemption on December 1, 2023 (the "Redemption Date") all of the outstanding $91.8 principal amount of the 2025 Second Lien Notes remaining after the settlement of the Tender Offer, and instructed the 2025 Trustee to provide notice of such redemption to the holders of the 2025 Second Lien Notes in accordance with the terms of the indenture governing the 2025

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

Second Lien Notes. The 2025 Second Lien Notes were redeemed at a redemption price equal to 100.780% of the principal amount thereof (which is equal to the price paid for the 2025 Second Lien Notes tendered in the 2023 Tender Offer), plus accrued and unpaid interest to, but not including, the Redemption Date.

As a result of the modification and extinguishment of the Second Lien 2025 Notes Indenture, the Company recognized a loss on extinguishment of $17.3, recorded to the *Interest expense and financing fee amortization* line item for the twelve months ended December 31, 2023, on the Company's Consolidated Statement of Operations, of which $5.5 is reflected within the *Amortization of deferred financing fees* line item in operating activities and $11.8 is reflected within the *Payment of debt extinguishment costs* line item under financing activities on the Consolidated Statement of Cash Flows for the twelve months ended December 31, 2023. As of December 31, 2023, the outstanding balance of the Second Lien 2025 Notes was $0.0 and the carrying value was $ 0.0 .

Floating Rate, 2023, and 2028 Notes

On May 30, 2018, Spirit entered into an Indenture (the “2018 Indenture”) by and among Spirit, the Company and The Bank of New York Mellon Trust Company, N.A., as trustee in connection with Spirit’s offering of $300.0 aggregate principal amount of its Senior Floating Rate Notes due 2021 (the “Floating Rate Notes”), $300.0 aggregate principal amount of its 3.950 % Senior Notes due 2023 (the “2023 Notes”) and $700.0 aggregate principal amount of its 4.600 % Senior Notes due 2028 (the “2028 Notes” and, together with the Floating Rate Notes and the 2023 Notes, the “2018 Notes”). Holdings guaranteed Spirit’s obligations under the 2018 Notes on a senior unsecured basis.

On February 24, 2021, Spirit redeemed the outstanding $300.0 principal amount of the Floating Rate Notes. On November 23, 2022, Spirit redeemed the outstanding $300.0 principal amount of the 2023 Notes. The 2028 Notes bear interest at a rate of 4.600% per annum and mature on June 15, 2028. Interest on the 2028 Notes is payable on June 15 and December 15 of each year, beginning on December 15, 2018. The outstanding balance of the Floating Rate Notes, 2023 Notes, and 2028 Notes was $ 0.0 , $ 0.0 , and $ 700.0 as of December 31, 2023, respectively. The carrying value of the Floating Rate Notes, 2023 Notes, and 2028 Notes was $ 0.0 , $ 0.0 , and $ 696.6 as of December 31, 2023, respectively.

The 2018 Indenture contains covenants that limit Spirit’s, the Company’s and certain of the Company’s subsidiaries’ ability, subject to certain exceptions and qualifications, to create liens and enter into sale and leaseback transactions. These covenants are subject to a number of qualifications and limitations. In addition, the 2018 Indenture provides for customary events of default.

As of December 31, 2023, the Company was in compliance with all covenants contained in the indentures governing the Second Lien 2030 Notes, First Lien 2029 Notes, First Lien 2025 Notes, Second Lien 2030 Notes, 2026 Notes, and the 2028 Notes.

The following table shows required payments during the next five years on the term loan and notes outstanding at December 31, 2023. See Note 11, *Leases* for maturities of finance lease obligations.

	2024	2025	2026	2027	2028
Required payments	$ 5.9	$ 26.8	$ 305.9	$ 568.8	$ 930.0

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

17. Pension and Other Post-Retirement Benefits

Multi-employer Pension Plan

In connection with the collective bargaining agreement signed with the International Association of Machinists and Aerospace Workers ("IAM"), the Company contributes to a multi-employer defined benefit pension plan ("IAM National Pension Fund"). There are two IAM collective bargaining agreements. Under the first IAM agreement, the level of contribution, as specified in the bargaining agreement was, in whole dollars, $ 1.95 per hour of employee service as of July 1, 2019. Effective July 1, 2023 the level of employer contribution increased to $ 2.00 per hour. This IAM bargaining agreement provides for a $0.05 per hour increase, in whole dollars, effective July 1 of each year through 2025. This IAM contract expires June 20, 2027. Under the second IAM agreement, the level of contributions, as specified in the bargaining agreement was, in whole dollars, $0.75 per hour of employee service as of July 1, 2022. Effective July 1, 2023 the level of employer contribution increased to $0.80 per hour. This IAM bargaining agreement provides for a $0.05 per hour increase, in whole dollars effective July 1, 2025 and 2027. This IAM contract expires November 13, 2027.

The collective bargaining agreement with the United Automobile, Aerospace and Agricultural Workers of America ("UAW") requires the Company to contribute a specified amount per hour of service to the IAM National Pension Fund. Per the negotiated UAW collective bargaining agreement, the pension contributions, in whole dollars, was $ 1.75 per hour effective January 1, 2020 and will remain at $ 1.75 per hour through contract expiration. The UAW contract expires December 7, 2025.

The risk of this multi-employer plan is different from single-employer plans in the following aspects:

1. Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers.

2. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.

3. If the Company chooses to stop participating in the multi-employer plan, the Company may be required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The following table summarizes the multi-employer plan to which the Company contributes. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2022 and 2023 is for the plan's year-end at December 31, 2022, and December 31, 2023, respectively. The zone status is based on information received from the plan.

Pension Fund	EIN/Pension Plan Number	Pension Protection Act Zone Status		FIP/RP Status Pending/ Implemented	Contributions of the Company			Surcharge Imposed	Expiration Date of Collective-Bargaining Agreement
		2022	2023		2021	2022	2023		
IAM National Pension Fund	51-60321295	Red	Red	Yes	$ 23.0	$ 27.2	$ 42.1	Yes	IAM June 20, 2027, November 13, 2027 UAW December 7, 2025

Pension Fund	Year Company Contributions to Plan Exceeded More Than 5 Percent of Total Contributions (as of December 31 of the Plan's Year-End)
IAM National Pension Fund	2022, 2023

Defined Contribution Plans

The Company contributes to a defined contribution plan available to all U.S. employees, excluding IAM and UAW represented employees. Under the plan, the Company makes a matching contribution of 75 % of the employee contribution, up to a maximum 8 % of eligible individual employee compensation. In addition, non-matching contributions based on an employee's age and years of service are paid at the end of each calendar year for certain employee groups.

The Company recorded $ 35.2 , $ 31.8 , and $ 30.4 in contributions to these plans for the twelve months ended December 31, 2023, 2022, and 2021, respectively.

The Company contributes to a defined contribution plan available to IAM represented employees. Under the first IAM agreement, the Company makes a matching contribution of fifty cents for every dollar the employee contributes, up to the first 4% of the employee's gross wages. Under the second IAM agreement, the Company makes a matching contribution of twenty-five cents for every dollar the employee contributes, up to the first 4% of the employee's gross wages.

The Company recorded $3.4 in contributions to these plans for the twelve months ended December 31, 2023. There were no contributions to these plans for the twelve months ended December 31, 2022 and 2021.

On April 1, 2006, as part of the acquisition of BAE Aerostructures, the Company established a defined contribution pension plan for those employees who are hired after the date of acquisition. Under the plan, the Company contributes up to 8 % of base salary if participating employees contribute 4 % of base salary. The Company recorded $ 4.4 , $ 3.9 and $ 3.9 in contributions for the twelve months ended December 31, 2023, 2022, and 2021, respectively.

On October 30, 2020, as part of the Bombardier Acquisition, the Company acquired a further defined contribution plan for certain employees at the Belfast location. Under the plan, the Company contributes up to 8 % of base salary, matching employee contributions up to this level. The Company recorded $ 1.2 , and $ 0.3 in contributions to this plan for the twelve months ended December 31, 2022, and 2021, respectively. There were no contributions to this plan for the twelve months ended December 31, 2023.

A new defined contribution plan was set up at the Belfast location following the closure of the Shorts Pension with effect from December 10, 2021 (see below). Under the terms of the plan, the Company contributes up to 8 % of base salary if participating employees contribute 8 % of base salary. Additional transitional contributions of 5 % a year for the first four years then 4 % a year for the next four years are also payable by the Company for employees who were members of Shorts Pension at the point of closure. The Company recorded $ 1.9 and $ 18.2 in contributions to this plan for the twelve months ended December 31, 2023 and 2022, respectively.

Defined Benefit Pension Plans

Effective December 31, 2005, Spirit had four qualified plans and one nonqualified plan providing supplemental benefits to executives who transferred from a Boeing nonqualified plan to a Spirit plan and elected to keep their benefits in this plan. Both plans are frozen as of the date of the Boeing Acquisition (i.e., no future service benefits are being earned in these plans). The Company intends to fund its qualified pension plan through a trust. Pension assets are placed in trust solely for the benefit of the pension plans' participants and are structured to maintain liquidity that is sufficient to pay benefit obligations. Effective October 1, 2021, the Company spun off a portion of the existing Pension Value Plan ("PVP A"), to a new plan called PVP B. As part of the PVP B plan termination process, a lump sum offering was provided during 2021 for PVP B participants and the final asset distribution was completed in the first quarter of 2022. At December 31, 2023, a pension reversion asset of $ 61.1 is recorded on the *Restricted plan assets* line item on the Company's Consolidated Balance Sheets. Restricted plan assets are expected to be reduced over six years as they are distributed to employees under a qualified benefit program. Restricted plan assets are valued at fair value with gain or loss on fair value adjustments recognized within other income. The underlying investments' fair value measurement levels under the FASB's authoritative guidance on fair value measurements are Level 2, see Note 14 *Fair Value Measurements.*

Separately, during the twelve months ended December 31, 2022, the Company withdrew $ 34.0 of cash from PVP B, which represented an excess plan assets reversion. This transaction was accounted for as a negative contribution, and is included on the *Pension plans employer contributions* line item on the Consolidated Statements of Cash Flows for the twelve months ended December 31, 2022. Excise tax of $ 6.8 related to the reversion of excess plan assets was separately recorded to the *Other (expense) income, net* line item on the Consolidated Statements of Operations for the twelve months ended December 31, 2022. See also Note 23 *Other (Expense) Income, Net.*

In July 2022 the Company adopted and communicated to participants a plan to terminate the PVP A. During the twelve months ended December 31, 2022, the PVP A plan was amended, providing for an enhancement to benefits the Company is providing to certain U.S. employees in conjunction with the plan termination. The estimated liability impact of this plan amendment, $73.5, was recognized immediately as a non-cash, pre-tax non-operating charge for amortization of prior service costs. The Company recognized additional non-cash, pre-tax non-operating accounting charges of $ 34.7 related to the plan

termination, primarily reflecting the accounting for bulk lump-sum payments made in the fourth quarter of 2022, which resulted in a settlement charge related to the accelerated recognition of the actuarial losses for the PVP A plan that were previously included in the *Accumulated other comprehensive loss* line item in the Stockholders' Equity section of the Company's Balance Sheet.

In the fourth quarter of 2023, the Company applied final settlement accounting to the PVP A. During the twelve months ended December 31, 2023, the Company recognized non-cash, pre-tax non-operating accounting charges of $59.6 due to settlement accounting related to the final asset distribution. During the twelve months ended December 31, 2023, the Company withdrew $188.5 of cash from PVP A, which represented an excess plan assets reversion. This transaction was accounted for as a negative contribution, and is included on the *Pension plans employer contributions* line item on the Consolidated Statements of Cash Flows for the twelve months ended December 31, 2023. Excise tax of $ 37.7 related to the reversion of excess plan assets was separately recorded to the *Other (expense) income, net* line item on the Consolidated Statements of Operations for the twelve months ended December 31, 2023. See also Note 23 *Other (Expense) Income, Net.*

On April 1, 2006, as part of the acquisition of BAE Aerostructures, the Company established a U.K. defined benefit pension plan for those employees based in Prestwick that had pension benefits remaining in BAE Systems' pension plan. Effective December 31, 2013, this Prestwick pension plan was closed and benefits were frozen and thereafter subject only to statutory pension revaluation.

On October 30, 2020, as part of the Bombardier Acquisition, the Company acquired two further defined benefit plans for current and former employees at the Belfast location. The Company concluded its consultation and communication with employee and Trade Union representatives on the closure of the largest of the defined benefit plans acquired as part of the Bombardier Acquisition, the Shorts Pension (as defined below). The outcome is that the Shorts Pension was amended and closed to the future accrual of benefits for all employees who are members of the plan, effective December 10, 2021. From December 11, 2021, affected employees will build up future retirement savings in a new defined contribution scheme. For the twelve months ended December 31, 2021, the impact of the closure of the Shorts Pension resulted in a curtailment gain of $ 61.0 . The remaining plan is closed to new hires and the future accrual of benefits, as the final employees accruing service in the plan left Company employment. In accordance with the agreement reached as part of the Bombardier Acquisition, the Company made contributions of $ 154.7 to improve the funded status of the Belfast defined benefit plans during 2021, which included a one-time special contribution of $ 137.6 to the Shorts Pension plan during October 2021.

In accordance with legislation, each of the U.K. plans and their assets are managed by independent trustee companies. The investment strategies adopted by the trustees are documented in Statement of Investment Principles in line with U.K. legislation. The principles for the investment strategies are to maximize the long-term rate of return on plan assets within an acceptable level of risk while maintaining adequate funding levels. The trustees have invested the plan assets in pooled arrangements with authorized investment companies that were selected to be consistent with the overall investment principles and strategy.

On June 16, 2023, there was a UK High Court Ruling (*Virgin Media v NTL Pension Trustees II Limited (and others))* confirming that the legislation does in fact operate to render any amendment to section 9(2B) rights (whether adverse or not) under a UK defined benefit (DB) pension plan void in the absence of a written section 37 confirmation from the plan actuary, and that section 9(2B) rights include both past and future service rights. The ruling results in a required assessment relevant to any plan amendments made between April 6, 1997 and April 6, 2016 to ascertain whether a valid section 37 confirmation is in place. Members of the Company's UK DB plans have section 9(2B) rights (as the plans were contracted-out) and plan amendments impacting members' benefits were made in the time period April 6, 1997 to April 6, 2016. The Company expects an appeal to this ruling to be heard in June 2024. As of December 31, 2023, the Company is not in a position to determine whether all of the plan amendments made between the dates above had the necessary section 37 confirmation, as the Company does not currently have access to all of the data and information necessary to complete an assessment. The Company will work with the pension plan trustees and other parties required to retrieve and analyze data necessary to perform an assessment of plan amendments which may be affected by this ruling. As of December 31, 2023, the Company is not in a position to reasonably estimate the impact of this ruling, if any, on the Company's results of operations.

Other Post-Retirement Benefit Plans

The Company also has post-retirement health care coverage for eligible U.S. retirees and qualifying dependents prior to age 65. Eligibility for employer-provided benefits is limited to those employees who were employed at the date of the Boeing Acquisition and retire on or after attainment of age 62 and 10 years of service. Employees who do not satisfy these eligibility requirements can retire with post-retirement medical benefits at age 55 and 10 years of service, but they must pay the full cost of medical benefits provided.

The June 30, 2023 collective bargaining agreement with IAM resulted in a change in eligibly requirements for employees represented under this agreement. Under the agreement, eligibility for employer-provided benefits is limited to those employees who were employed at the date of the Boeing Acquisition and retire on or after attainment of age 59.5 within 4 years after June 26, 2023 and 10 years of service. This change resulted in a $9.1 increase to the projected benefit obligation.

On October 30, 2020, as part of the Bombardier Acquisition, the Company acquired a post-retirement medical plan for certain former employees at the Belfast location. Eligibility for this plan is closed and no further participants in the plan are expected.

Obligations and Funded Status

The following tables reconcile the funded status of both pension and post-retirement medical benefits to the balance on the balance sheets for the fiscal years 2023 and 2022. Benefit obligation balances presented in the tables reflect the projected benefit obligation and accumulated benefit obligation for the Company’s pension plans, and accumulated post-retirement benefit obligations for the Company’s post-retirement medical plan. The Company uses an end of fiscal year measurement date of December 31 for the Company's U.S. pension and post-retirement medical plans. Plan amendments for the period ended December 31, 2022 are related to the enhancement benefits provided in conjunction with the termination of PVP A. Plan amendments for the period ended December 31, 2023 are related to the change in eligibility requirements under the collective bargaining agreement with IAM. The projected benefit obligation decreased due to the termination of PVP A in 2023. The funded status and projected benefit obligation of the U.K. Prestwick Plan as of December 31, 2023 remained largely flat compared to that as of December 31, 2022. The funded status for the U.K. Belfast plans improved over the year primarily due to actual return on plan assets.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

	Pension Benefits		Other Post-Retirement Benefits	
	Periods Ended December 31,		Periods Ended December 31,	
U.S. Plans	2023	2022	2023	2022
Change in projected benefit obligation:				
Beginning balance	$ 493.3	$ 814.1	$ 33.1	$ 42.5
Service cost	—	—	0.6	0.7
Employee contributions	—	—	0.9	1.1
Interest cost	2.6	20.8	1.5	0.6
Actuarial (gains) losses	16.5	(105.2)	(0.5)	(2.3)
Plan Amendments	—	73.5	9.1	—
Plan Settlements	(501.7)	(270.0)	—	—
Benefits paid	(9.7)	(39.9)	(7.8)	(9.5)
Projected benefit obligation at the end of the period	$ 1.0	$ 493.3	$ 36.9	$ 33.1
Assumptions used to determine benefit obligation:				
Discount rate	4.94 %	5.22 %	4.75 %	5.04
Rate of compensation increase	N/A	N/A	N/A	N
Medical assumptions:				
Trend assumed for the year	N/A	N/A	6.77 %	7.25
Ultimate trend rate	N/A	N/A	4.00 %	4.00
Year that ultimate trend rate is reached	N/A	N/A	2048	20
Change in fair value of plan assets:				
Beginning balance	$ 670.3	$ 1,318.6	$ —	$ —
Actual (loss) return on assets	31.0	(218.9)	—	—
Employer contributions to plan	(189.9)	(119.5)	7.0	8.4
Employee contributions to plan	—	—	0.8	1.1
Plan Settlements	(501.7)	(270.0)	—	—
Benefits paid	(9.7)	(39.9)	(7.8)	(9.5)
Ending balance	$ —	$ 670.3	$ —	$ —
Reconciliation of funded status to net amounts recognized:				
Funded status (deficit)	$ (1.0)	$ 177.0	$ (36.9)	$ (33.1)
Net amounts recognized	$ (1.0)	$ 177.0	$ (36.9)	$ (33.1)
Amounts recognized in the balance sheet:				
Noncurrent assets	$ —	$ 178.0	—	—
Current liabilities	(0.1)	(0.1)	(7.8)	(9.2)
Noncurrent liabilities	(0.9)	(0.9)	(29.1)	(23.9)
Net amounts recognized	$ (1.0)	$ 177.0	$ (36.9)	$ (33.1)
Amounts not yet reflected in net periodic benefit cost and included in AOCI:				
Accumulated other comprehensive (loss) income	$ (0.2)	$ (72.7)	$ 5.4	$ 16.6
Cumulative employer contributions in excess of net periodic benefit cost	(0.8)	249.7	(42.3)	(49.7)
Net amount recognized in the balance sheet	$ (1.0)	$ 177.0	$ (36.9)	$ (33.1)
Information for pension plans with benefit obligations in excess of plan assets:				
Projected benefit obligation	$ 1.0	$ 1.0	$ 36.9	$ 33.1
Accumulated benefit obligation	$ 1.0	$ 1.0	$ —	$ —

The U.S. based defined benefit plans utilize a cash balance based formula for a subset of the plan participants. The weighted-average interest crediting

rates used to determine the benefit obligation and net periodic benefit cost for all future years is 4.94%.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

	Pension Benefits	
	Periods Ended December 31,	
U.K. Prestwick Plan	**2023**	**2022**
Change in projected benefit obligation:		
Beginning balance	$ 35.5	$ 71.6
Service cost	0.8	1.7
Interest cost	1.7	1.1
Plan amendments	—	0.7
Actuarial gains	(0.2)	(26.7)
Benefits paid	(1.2)	(1.7)
Expense paid	(0.8)	(1.7)
Plan settlements	—	(2.5)
Exchange rate changes	1.9	(7.0)
Projected benefit obligation at the end of the period	$ 37.7	$ 35.5
Assumptions used to determine benefit obligation:		
Discount rate	4.80 %	4.90 %
Rate of compensation increase	N/A	3.35 %
Change in fair value of plan assets:		
Beginning balance	$ 44.1	$ 98.3
Actual loss on assets	1.6	(38.7)
Company contributions	—	0.3
Plan settlements	—	(2.9)
Expenses paid	(0.8)	(1.7)
Benefits paid	(1.2)	(1.7)
Exchange rate changes	2.4	(9.5)
Ending balance	$ 46.1	$ 44.1
Reconciliation of funded status to net amounts recognized:		
Funded status	8.4	8.6
Net amounts recognized	$ 8.4	$ 8.6
Amounts recognized in the balance sheet:		
Noncurrent assets	$ 8.4	$ 8.6
Noncurrent liabilities	—	—
Net amounts recognized	$ 8.4	$ 8.6
Amounts not yet reflected in net periodic benefit cost and included in AOCI:		
Accumulated other comprehensive income	(10.6)	(10.0)
Cumulative employer contributions in excess of net periodic benefit cost	19.0	18.6
Net amount recognized in the balance sheet	$ 8.4	$ 8.6
Information for pension plans with benefit obligations in excess of plan assets:		
Projected benefit obligation	$ —	$ —
Accumulated benefit obligation	—	—
Fair value of assets	$ —	$ —

U.K Belfast Plans	Pension Benefits Periods Ended December 31, 2023	Pension Benefits Periods Ended December 31, 2022	Other Post-Retirement Benefits Periods Ended December 31, 2023	Other Post-Retirement Benefits Periods Ended December 31, 2022
Change in projected benefit obligation:				
Beginning balance	$ 1,407.6	$ 2,528.0	$ 0.3	$ 0.8
Service cost	1.6	1.3	—	—
Employee contributions	—	—	—	—
Expenses paid	(1.6)	(1.3)	—	—
Interest cost	71.4	39.9	—	—
Actuarial gains	(4.4)	(854.1)	—	(0.4)
Plan curtailments	—	—	—	—
Exchange rate changes	75.7	(250.8)	—	(0.1)
Benefits paid	(58.7)	(55.4)	—	—
Other	—	—	(0.1)	—
Projected benefit obligation at the end of the period	$ 1,491.6	$ 1,407.6	$ 0.2	$ 0.3
Assumptions used to determine benefit obligation:				
Discount rate	4.78 %	4.96 %	4.78 %	4.96 %
Rate of compensation increase	N/A	N/A	N/A	N/A
Medical assumptions:				
Trend assumed for the year	N/A	N/A	6.50 %	5.95 %
Ultimate trend rate	N/A	N/A	6.50 %	5.95 %
Year that ultimate trend rate is reached	N/A	N/A	N/A	N/A
Change in fair value of plan assets:				
Beginning balance	$ 1,417.8	$ 2,488.1	$ —	$ —
Actual (loss) return on assets	80.8	(785.0)	—	—
Employer contributions to plan	1.9	19.0	—	—
Employee contributions to plan	—	—	—	—
Benefits paid	(58.7)	(55.4)	—	—
Exchange rate changes	76.5	(247.6)	—	—
Expenses paid	(1.6)	(1.3)	—	—
Ending balance	$ 1,516.7	$ 1,417.8	$ —	$ —
Reconciliation of funded status to net amounts recognized:				
Funded status (deficit)	$ 25.1	$ 10.2	$ (0.2)	$ (0.3)
Net amounts recognized	$ 25.1	$ 10.2	$ (0.2)	$ (0.3)
Amounts recognized in the balance sheet:				
Noncurrent assets	25.1	10.2	—	—
Current liabilities	—	—	—	—
Noncurrent liabilities	—	—	(0.2)	(0.3)
Net amounts recognized	$ 25.1	$ 10.2	$ (0.2)	$ (0.3)
Amounts not yet reflected in net periodic benefit cost and included in AOCI:				
Accumulated other comprehensive (loss) income	$ 3.3	$ (3.1)	$ 0.4	$ 0.4
Cumulative employer contributions in excess of net periodic benefit cost	21.8	13.3	(0.6)	(0.7)
Net amount recognized in the balance sheet	$ 25.1	$ 10.2	$ (0.2)	$ (0.3)
Information for pension plans with benefit obligations in excess of plan assets:				
Projected benefit obligation	$ —	$ 15.2	$ 0.2	$ 0.3
Accumulated benefit obligation	—	15.2	—	—
Fair value of assets	—	15.1	—	—

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

Annual Expense

The components of pension and other post-retirement benefit plans expense for the U.S. plans and the assumptions used to determine benefit obligations for each of the periods ended December 31, 2023, 2022, and 2021 are as follows:

	Pension Benefits			Other Post-Retirement Benefits		
	Periods Ended December 31,			Periods Ended December 31,		
U.S. Plans	2023	2022	2021	2023	2022	2021
Components of net periodic benefit cost (income):						
Service cost	$ —	$ —	$ —	$ 0.6	$ 0.7	$ 0.8
Interest cost	2.6	20.8	18.7	1.5	0.6	0.3
Expected return on plan assets	(1.6)	(44.0)	(57.7)	—	—	—
Amortization of net (gain) loss	0.1	—	—	(1.7)	(1.0)	(1.3)
Amortization of prior service costs[1]	—	73.5	—	(0.8)	(0.8)	(0.8)
Settlement loss recognized[2]	59.6	33.3	11.0	—	—	—
Net periodic benefit cost (income)	60.7	83.6	(28.0)	(0.4)	(0.5)	(1.0)
Other changes recognized in OCI:						
Total recognized in other OCI (income) loss	$ (72.5)	$ 124.4	$ (58.2)	$ 11.2	$ (0.4)	$ 3.2
Total recognized in other net periodic benefit and OCI loss (income)	$ (11.8)	$ 208.0	$ (86.2)	$ 10.8	$ (0.9)	$ 2.2
Assumptions used to determine net periodic benefit costs:						
Discount rate	5.22 %	2.72 %	2.31 %	5.03 %	1.96 %	1.26 %
Expected return on plan assets	N/A	4.00 %	4.00 %	N/A	N/A	N/A
Salary increases	N/A	N/A	N/A	N/A	N/A	N/A
Medical Assumptions:						
Trend assumed for the year	N/A	N/A	N/A	7.25 %	7.00 %	5.56 %
Ultimate trend rate	N/A	N/A	N/A	4.00 %	4.50 %	4.50 %
Year that ultimate trend rate is reached	N/A	N/A	N/A	2048	2047	2038

(1) Due to a plan amendment related to a benefit enhancement, prior service cost amortization of $73.5 was recorded to Other (expense) income.

(2) Due to settlement accounting during the fiscal years ending 2023, 2022, and 2021, the Company recognized charges of $59.6, $33.3, and $11.0, respectively, that were recorded to Other (expense) income.

The Company records the service component of net periodic benefit cost in operating profit and the non-service components of net periodic benefit cost (i.e., interest cost, expected return on plan assets, amortization of prior service cost, special termination benefits, and net actuarial gains or losses) as part of non-operating income.

The components of the pension benefit plan expense for the U.K. plans and the assumptions used to determine benefit obligations for each of the periods ended December 31, 2023, 2022, and 2021 are as follows:

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

	Pension Benefits		
	Periods Ended December 31,		
U.K. Prestwick Plan	**2023**	**2022**	**2021**
Components of net periodic benefit cost (income):			
Service cost	$ 0.8	$ 1.7	$ 1.2
Interest cost	1.7	1.1	1.0
Expected return on plan assets	(2.2)	(1.7)	(1.4)
Amortization of net loss	0.2	—	—
Settlement gain (loss)	—	0.6	(0.2)
Net periodic benefit cost (income)	$ 0.5	$ 1.7	$ 0.6
Other changes recognized in OCI:			
Total cost (income) recognized in OCI	$ 0.6	$ 13.9	$ 1.2
Total recognized in net periodic benefit cost and OCI	$ 1.1	$ 15.6	$ 1.8
Assumptions used to determine net periodic benefit costs:			
Discount rate	4.90 %	1.75 %	1.45 %
Expected return on plan assets	4.90 %	2.00 %	1.40 %
Salary increases	3.35 %	3.50 %	3.10 %

The components of the pension benefit plan expense for the Belfast plans and the assumptions used to determine benefit obligations for each of the periods ended December 31, 2023, 2022, and 2021 are as follows:

U.K. Belfast Plans	Pension Benefits			Other Post-Retirement Benefits		
	Periods Ended December 31,			Periods Ended December 31,		
	2023	2022	2021	2023	2022	2021
Components of net periodic benefit cost (income):						
Service cost	$ 1.6	$ 1.3	$ 39.3	$ —	$ —	$ 0.1
Interest cost	71.4	39.9	36.3	—	—	—
Curtailment (gain) recognized[1]	—	—	(61.0)	—	—	—
Expected return on plan assets	(78.6)	(92.0)	(95.2)	—	—	—
Amortization of net (gain) loss	—	—	—	(0.1)	—	—
Net periodic benefit (income) cost	$ (5.6)	$ (50.8)	$ (80.6)	$ (0.1)	$ —	$ 0.1
Other changes recognized in OCI:						
Total (income) recognized in OCI	$ (6.4)	$ 24.7	$ (98.1)	$ —	$ (0.4)	$ —
Total recognized in net periodic benefit cost and OCI	$ (12.0)	$ (26.1)	$ (178.7)	$ (0.1)	$ (0.4)	$ 0.1
Assumptions used to determine net periodic benefit costs:						
Discount rate	4.96 %	1.80 %	1.45 %	4.96 %	1.80 %	1.45 %
Expected return on plan assets	5.50 %	4.10 %	4.20 %	N/A	N/A	N/A
Salary increases	N/A	N/A	2.90 %	N/A	N/A	N/A
Medical Assumptions:						
Trend assumed for the year	N/A	N/A	N/A	5.95 %	5.75 %	5.75 %
Ultimate trend rate	N/A	N/A	N/A	5.95 %	5.75 %	5.75 %
Year that ultimate trend rate is reached	N/A	N/A	N/A	N/A	N/A	N/A

(1) In the fourth quarter of 2021, the Shorts Pension Defined Benefit plan was closed out and a new defined contribution plan was opened for affected employees. This closure resulted in a curtailment gain of $61.0.

Assumptions

The Company sets the discount rate assumption annually for each of its retirement-related benefit plans as of the measurement date, based on a review of projected cash flow and a long-term high-quality corporate bond yield curve. The discount rate determined on each measurement date is used to calculate the benefit obligation as of that date, and is also used to calculate the net periodic benefit (income)/cost for the upcoming plan year. During 2015, the mortality assumption for the U.S. plans was updated to Mercer's MRP-2007 generational mortality tables for non-annuitants and Mercer's MILES-2010 generational tables for the Auto, Industrial Goods and Transportation group for annuitants both reflecting Mercer's MMP-2007 improvement scale. In 2018, the Company incorporated the MMP-2018 improvement scale. MMP-2018 is a Mercer-developed scale that uses the same basic model as the Society of Actuaries MP-2018 scale, but with different parameters and adjustments for actual experience since 2006. In 2019, the Company incorporated the MMP-2019 improvement scale which was utilized in 2020. In 2021, the Company incorporated the MMP-2021 improvement scale. MMP-2021 is a Mercer-developed scale that uses the same basic model as the Society of Actuaries MP-2019 scale, but with different parameters and adjustments for actual experience since 2006. A blue collar adjustment is reflected for the hourly union participants and a white collar adjustment is reflected for all other participants. Actuarial gains and losses are amortized using the corridor method over the average working lifetimes of active participants/membership.

The pension expected return on assets assumption is derived from the long-term expected returns based on the investment allocation by class specified in the Company's investment policy. The expected return on plan assets determined on each measurement date is used to calculate the net periodic benefit (income)/cost of the upcoming plan year.

Assumed health care cost trend rates have a significant effect on the amounts reported for the health care plans. To determine the health care cost trend rates the Company considers national health trends and adjusts for its specific plan design and locations. The trend and aging assumptions were updated during 2016 to reflect more current trends. These assumptions were reviewed in 2023 based on a review of updated national health trends.

U.S. Plans

In the twelve months ended December 31, 2022, the Company adopted and communicated to participants a plan to terminate the PVP A. The Company's objective was to manage the assets as appropriate for the near-term termination and closing of the PVP A. The assets were invested solely in cash and diversified taxable fixed income bonds. In the fourth quarter of 2023, the Company applied final settlement accounting to the PVP A. There were no plan assets as of December 31, 2023 .

Investment guidelines include that no security, except issues of the U.S. Government, shall comprise more than 5% of total Plan assets and further, no individual portfolio shall hold more than 7% of its assets in the securities of any single entity, except issues of the U.S. Government. The following derivative transactions are prohibited — leverage, unrelated speculation and "exotic" collateralized mortgage obligations or CMOs. Investments in hedge funds, private placements, oil and gas and venture capital must be specifically approved by the Company in advance of their purchase.

PVP A had asset allocations, as of December 31, 2022, as follows:

	2022
Asset Category — U.S.	
Cash equivalents	29 %
Equity securities — U.S.	71 %
Total	100 %

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

U.K. Prestwick Plan

The Trustee's investment objective is to ensure that they can meet their obligation to the beneficiaries of the Plan. An additional objective is to achieve a return on the total Plan, which is compatible with the level of risk considered appropriate. The overall benchmark allocation of the Plan's assets is:

Equity securities	15 – 17%
Debt securities	82 - 84%
Property	1%

The Plan has asset allocations as of December 31, 2023 and December 31, 2022, as follows:

	2023	2022
Asset Category — U.K. Prestwick		
Equity securities	15 %	15 %
Debt securities	80 %	80 %
Other	5 %	5 %
Total	100 %	100 %

U.K. Belfast Plans

The Trustees' investment objective is to ensure that they can meet their obligation to the beneficiaries of the Plans. An additional objective is to achieve a return on the total Plan, which is compatible with the level of risk considered appropriate. The overall benchmark allocation of the Plan's assets is:

Liquid growth	46 %
Illiquid growth	1 %
Liability driven investments	53 %

The Plans have asset allocations as of December 31, 2023 and December 31, 2022, as follows:

	2023	2022
Asset Category — U.K. Belfast		
Liability driven investments	53 %	21 %
Equity and fixed income securities	39 %	76 %
Money market	8 %	3 %
Total	100 %	100 %

Projected contributions and benefit payments

Required U.S. pension contributions under Employee Retirement Income Security Act (ERISA) regulations are expected to be zero in 2024 and discretionary contributions are not expected in 2024. SERP and post-retirement medical plan contributions in 2024 are expected to be $7.9. Expected contributions to the U.K. Prestwick plan for 2024 are $1.0. Expected contributions to the U.K. (Belfast) plans for 2024 are $1.9.

The Company monitors its defined benefit pension plan asset investments on a quarterly basis and believes that the Company is not exposed to any significant credit risk in these investments.

The total benefits expected to be paid over the next ten years from the plans' assets or the assets of the Company, by country, are as follows:

U.S.	Pension Plans	Other Post-Retirement Benefit Plans
2024	$ 0.1	$ 7.8
2025	$ 0.1	$ 6.8
2026	$ 0.1	$ 6.0
2027	$ 0.1	$ 5.7
2028	$ 0.1	$ 4.9
2029-2033	$ 0.4	$ 10.8

U.K. Prestwick	Pension Plans
2024	$ 0.9
2025	$ 1.0
2026	$ 1.3
2027	$ 1.5
2028	$ 1.7
2029-2033	$ 9.4

U.K. Belfast	Pension Plans	Other Post-Retirement Benefit Plans
2024	$ 55.2	$ —
2025	$ 58.8	$ —
2026	$ 64.3	$ —
2027	$ 68.9	$ —
2028	$ 75.8	$ —
2029-2033	$ 458.6	$ 0.1

Fair Value Measurements

The pension plan assets are valued at fair value. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The following is a description of the valuation methodologies used for the investments measured at fair value, including the general classification of such instruments pursuant to the valuation hierarchy.

Temporary Cash Investments — These investments consist of U.S. dollars and foreign currencies held in master trust accounts. Foreign currencies held are reported in terms of U.S. dollars based on currency exchange rates readily available in active markets. These temporary cash investments are classified as level 1 investments.

Collective Investment Trusts — These investments are public investment vehicles valued using market prices and performance of the fund. The trust allocates notional units to the policy holder based on the underlying notional unit buy (offer) price using the middle market price plus transaction costs. These investments are classified within level 2 of the valuation hierarchy. In addition, the collective investment trust includes a real estate fund, which is classified within level 3 of the valuation hierarchy.

Equity and Bond Funds — Domestic and international equity or fixed income securities as well as commingled equity or bond funds categorized as Level 1 are traded on active national and international exchanges and are valued at their closing prices on the last trading day of the year. For equity securities not traded on an active exchange, or if the closing price is not

available, the trustee obtains indicative quotes from a pricing vendor, broker or investment manager. These securities are categorized as Level 2 if the custodian obtains corroborated quotes from a pricing vendor or categorized as Level 3 if the custodian obtains uncorroborated quotes from a broker or investment manager. The closed-ended private infrastructure equity fund is classified within level 3 of the valuation hierarchy.

As of December 31, 2023 and December 31, 2022, the pension plan assets measured at fair value on a recurring basis were as follows:

		At December 31, 2023 Using		
Description	December 31, 2023 Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Temporary Cash Investments	$ 126.9	$ 126.9	$ —	$ —
Collective Investment Trusts	45.7	—	44.3	1.4
Equity and Bond Funds	1,375.4	583.2	791.0	1.2
	$ 1,548.0	$ 710.1	$ 835.3	$ 2.6

		At December 31, 2022 Using		
Description	December 31, 2022 Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Temporary Cash Investments	$ 193.6	$ 193.6	$ —	$ —
Collective Investment Trusts	43.9	—	42.4	1.5
Equity and Bond Funds	1,894.8	—	1,894.8	—
	$ 2,132.3	$ 193.6	$ 1,937.2	$ 1.5

The table below sets forth a summary of changes in the fair value of the Plan's level 3 investment assets and liabilities for the years ended December 31, 2023 and December 31, 2022:

	December 31, 2023					
Description	Beginning Fair Value	Purchases	Gain (Loss)	Sales, Maturities, Settlements, Net	Exchange rate	Ending Fair Value
Collective Investment Trusts	$ 1.5	$ —	$ (0.2)	$ —	$ 0.1	$ 1.4
Equity and Bond Funds	$ —	$ —	$ —	$ 1.2	$ —	$ 1.2
	$ 1.5	$ —	$ (0.2)	$ 1.2	$ 0.1	$ 2.6

	December 31, 2022					
Description	Beginning Fair Value	Purchases	Gain (Loss)	Sales, Maturities, Settlements, Net	Exchange rate	Ending Fair Value
Collective Investment Trusts	$ 1.9	$ —	$ (0.2)	$ —	$ (0.2)	$ 1.5
	$ 1.9	$ —	$ (0.2)	$ —	$ (0.2)	$ 1.5

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

18. Capital Stock

Holdings has authorized 210,000,000 shares of stock. Of that, 200,000,000 shares are Common Stock, par value $ 0.01 per share, one vote per share and 10,000,000 shares are preferred stock, par value $ 0.01 per share.

In association with the Boeing Acquisition, Spirit executives with balances in Boeing's Supplemental Executive Retirement Plan ("SERP") were authorized to purchase a fixed number of units of Holdings "phantom stock" at $ 3.33 per unit based on the present value of their SERP balances. Any payment on account of units may be made in cash or shares of Common Stock at the sole discretion of Holdings. The balance of SERP units was 0 , 16,023 and 16,023 as of December 31, 2023, 2022, and 2021, respectively.

Common Stock Offering

On November 8, 2023, the Company entered into an underwriting agreement in connection with the registered public offering of 10,454,545 shares of the Company's Class A common stock, including the underwriters' option to purchase 1,363,636 additional shares of Class A common stock, at a price to the public of $22.00 per share of Class A common stock. On November 13, 2023, the Company issued and sold 10,454,545 shares of its Class A common stock pursuant to the Underwriting Agreement, which included the exercise in full of the underwriters' option to purchase additional shares of Class A common stock. The net proceeds to the Company from the Common Stock Offering, after deducting underwriting discounts and commissions and offering expenses payable by the Company, were approximately $ 220.7 million.

Repurchases of Common Stock

As of December 31, 2023, there was $ 925.0 remaining under the Board-authorized share repurchase program. During the twelve months ended December 31, 2023, no shares were repurchased under the Board-authorized share repurchase program. Share repurchases are currently on hold. The Credit Agreement imposes additional restrictions on the Company's ability to repurchase shares.

During the twelve months ended December 31, 2023, 199,809 shares were transferred to us from employees in satisfaction of tax withholding obligations associated with the vesting of restricted stock awards and restricted stock units under the Omnibus Plan.

19. Stock Compensation

Holdings has established the stockholder-approved 2014 Omnibus Incentive Plan, as amended (the "Omnibus Plan") to grant cash and equity awards to certain individuals. Compensation values are based on the value of Holdings' Common Stock on the grant date, which is added to equity and charged to period expense. The Company's Omnibus Plan was amended in October 2019 to allow for participants to make tax elections with respect to their equity awards.

Holdings has recognized a net total of $26.8, $ 36.6 , and $ 25.8 of stock compensation expense for the twelve months ended December 31, 2023, 2022, and 2021, respectively.

As part of the separation agreement with the former President and Chief Executive Officer of the Company, the requirement to be employed by the Company through the applicable vesting date was waived for 91,978 previously issued time- based restricted stock units. This modification resulted in a decrease of $1.0 of stock compensation expense due to the decrease in the fair value of the modified awards.

22,594 and 93,565 shares of Common Stock with aggregate grant date fair value of $ 0.6 and $ 3.0 were granted, and vested immediately, to employees in connection with the ratification of new labor contracts during the twelve months ended December 31, 2023 and 2022, respectively.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

Short-Term Incentive Plan

The Short-Term Incentive Program under the Omnibus Plan enables eligible employees to receive incentive benefits in the form of cash as determined by the Compensation Committee.

Board of Directors Stock Awards

The Company's Omnibus Plan provides non-employee directors the opportunity to receive grants of restricted shares of Common Stock, or Restricted Stock Units ("RSUs") or a combination of both Common Stock and RSUs. The Common Stock grants and RSU grants vest one year from the grant date subject to the director's compliance with the one-year service condition; however, the RSU grants are not payable until the director's separation from service. The Board of Directors is authorized to make discretionary grants of shares or RSUs from time to time. Compensation values are based on the value of Holdings' Common Stock on the grant date, which is added to equity and charged to period expense.

The Company expensed a net amount of $ 2.0 , $ 1.6 , and $ 1.5 for the restricted shares of Common Stock and RSUs for the twelve months ended December 31, 2023, 2022, and 2021, respectively. As of December 31, 2023, the Company's unamortized stock compensation related to these restricted shares of Common Stock and RSUs is $ 0.7 , which will be recognized over a weighted average remaining period of 4 months. The intrinsic value of the unvested restricted shares of Common Stock and RSUs, based on the value of the Company's stock at December 31, 2023, was $ 2.6 , based on the value of the Company's Common Stock and the number of unvested shares of restricted Common Stock and RSUs.

The following table summarizes grants of restricted Common Stock and RSUs to members of the Company's Board of Directors for the twelve months ended December 31, 2023, 2022, and 2021:

	Shares	Value[1]
	Class A	Class A
	(Thousands)	
Board of Directors Stock Grants		
Nonvested at December 31, 2020	65	$ 1.2
Granted during period	36	1.6
Vested during period	(65)	(1.2)
Forfeited during period	—	—
Nonvested at December 31, 2021	36	$ 1.6
Granted during period	68	2.2
Vested during period	(41)	(1.8)
Forfeited during period	—	—
Nonvested at December 31, 2022	63	$ 2.0
Granted during period	81	2.0
Vested during period	(63)	(2.0)
Forfeited during period	—	—
Nonvested at December 31, 2023	81	$ 2.0

(1) Value represents grant date fair value.

Long-Term Incentive Awards

Holdings has established the Long-Term Incentive Plan (the "LTIP") under the Omnibus Plan to grant equity awards to certain employees. Generally, specified employees are entitled to receive a long-term incentive award that, for the 2023 year, consisted of the following:

- 50% of the award consisted of time-based, service-condition restricted Common Stock that vests in equal installments over a three-year period (restricted stock units ("RSUs")). Values for these awards are based on the value of Common Stock on the grant date.

- 25% of the award consisted of performance-based, market-condition restricted Common Stock that vests on the three-year anniversary of the grant date contingent upon TSR compared to the Company's peers (the "TSR Award"). Values for these awards are initially measured on the grant date using estimated payout levels derived from a Monte Carlo valuation model.

- 12.5% of the award consisted of performance-based, (performance-condition) restricted Common Stock that vests on the three-year anniversary of the grant date contingent upon the Company's 2024 - 2025 free cash flow meeting certain pre-established goals. Values for these awards are based on the dividend adjusted value of Common Stock on the grant date.

- 12.5% of the award consisted of performance-based, (performance-condition) restricted Common Stock that vests on the three-year anniversary of the grant date contingent upon the Company's revenue growth over a three-year performance period meeting certain pre-established goals. Values for these awards are based on the dividend adjusted value of Common Stock on the grant date.

For the 2022 year, specified employees were entitled to receive a long-term incentive award that generally consisted of the following:

- 50% of the award consisted of time-based, service-condition restricted Common Stock that vests in equal installments over a three-year period (RSUs). Values for these awards are based on the value of Common Stock on the grant date.

- 50% of the award consisted of performance-based, market-condition restricted Common Stock that vests on the three-year anniversary of the grant date contingent upon TSR compared to the Company's peers (the "TSR Award"). Values for these awards are initially measured on the grant date using estimated payout levels derived from a Monte Carlo valuation model.

For the 2021 year, specified employees were entitled to receive a long-term incentive award that generally consisted of the following:

- 60% of the award consisted of time-based, service-condition restricted Common Stock that vests in equal installments over a three-year period (restricted stock awards ("RSAs") or RSUs). Values for these awards are based on the value of Common Stock on the grant date.

- 40% of the award consisted of performance-based, market-condition restricted Common Stock that vests on the three-year anniversary of the grant date contingent upon TSR compared to the Company's peers (the "TSR Award"). Values for these awards are initially measured on the grant date using estimated payout levels derived from a Monte Carlo valuation model.

For the twelve months ended December 31, 2023, 1,229,552 time or service-based RSUs were granted with aggregate date fair values of $29.6 under the Company's LTIP. In addition, 463,939 performance-based restricted stock units ("PBRSUs") were granted with aggregate grant date fair value of $20.1 under the Company's LTIP.

For the twelve months ended December 31, 2022, 553,578 time or service-based RSUs were granted with aggregate date fair values of $ 24.0 under the Company's LTIP. In addition, 284,653 PBRSUs were granted with aggregate grant date fair value of $ 22.0 under the Company's LTIP.

For the twelve months ended December 31, 2021, 570,914 time or service-based RSUs and 30,024 time or service-based RSAs were granted with aggregate date fair values of $ 26.9 under the Company's LTIP. In addition, 162,102 PBRSUs were granted with aggregate grant date fair value of shares of $ 9.8 under the Company's LTIP.

The Company expensed a net total of $ 24.2 , $ 32.1 , and $ 24.3 for share of Common Stock issued under the LTIP for the twelve months ended December 31, 2023, 2022, and 2021, respectively.

$0.1, $0.1 and $0.0 of equity awards were settled with cash during the twelve months ended December 31, 2023, 2022, and 2021, respectively.

As of December 31, 2023, the Company's unamortized stock compensation related to these unvested shares of Common Stock is $ 33.4 , which will be recognized over a weighted average remaining period of 1.7 years. The intrinsic value of the unvested shares of Common Stock issued under the LTIP at December 31, 2023 was $ 66.0 , based on the value of the Company's Common Stock and the number of unvested shares.

The following table summarizes the activity of the restricted shares under the LTIP for the twelve months ended December 31, 2023, 2022, and 2021:

	Shares	Value[1]
	Common Stock	Common Stock
	(Thousands)	
Long-Term Incentive Plan/Long-Term Incentive Award under Omnibus Plan		
Nonvested at December 31, 2020	1,479	$ 80.5
Granted during period	763	36.7
Vested during period	(305)	(20.6)
Forfeited during period	(535)	(27.7)
Nonvested at December 31, 2021	1,402	$ 68.9
Granted during period	839	46.0
Vested during period	(396)	(20.6)
Forfeited during period	(142)	(11.6)
Nonvested at December 31, 2022	1,703	$ 82.7
Granted during period	1,694	49.7
Vested during period	(494)	(23.8)
Forfeited during period	(824)	(38.6)
Nonvested at December 31, 2023	2,079	$ 70.0

(1) Value represents grant date fair value.

Employee Stock Purchase Plan

The Company maintains the Spirit AeroSystems Holdings, Inc. Employee Stock Purchase Plan (the "ESPP") which became effective on October 1, 2017 and was amended and restated on October 21, 2022. Under the amended plan, the per-share purchase price for the Company's Common stock purchased under the ESPP is 85% of the lower of (a) the fair market value of a share on the first day of the applicable offering period or (b) the fair market value of a share on the applicable purchase date.

The Company recognized $2.5 of stock compensation expense related to the ESPP for the twelve months ended December 31, 2023. The Company recognized no stock compensation expense related to the ESPP for the twelve month ended December 31, 2022 and 2021.

20. Income Taxes

Income Before Income Taxes: The sources of income before income taxes are:

	2023	2022	2021
U.S.	$ (329.7)	$ (467.2)	$ (553.3)
International	(263.6)	(72.2)	(1.9)
Total (before equity earnings)	$ (593.3)	$ (539.4)	$ (555.2)

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

Income taxes are accounted for in accordance with FASB authoritative guidance on accounting for income taxes. Deferred income tax assets and liabilities are recognized for the future income tax consequences attributable to differences between the financial statement carrying amounts for existing assets and liabilities and their respective tax bases. Tax rate changes impacting these assets and liabilities are recognized in the period during which the rate change occurs.

The Company records an income tax expense or benefit based on the income earned or loss incurred in each tax jurisdiction and the tax rate applicable to that income or loss. In the ordinary course of business, there are transactions for which the ultimate tax outcome is uncertain. These uncertainties are accounted for in accordance with FASB authoritative guidance on accounting for the uncertainty in income taxes. The final tax outcome for these matters may be different than management's original estimates made in determining the income tax provision. A change to these estimates could impact the effective tax rate and net income or loss in subsequent periods. The Company uses the flow-through accounting method for tax credits. Under this method, tax credits reduce income tax expense.

Provision for Income Tax Taxes: The income tax (benefit) expense contains the following components:

	2023	2022	2021
Current			
Federal	$ 1.4	$ (4.5)	$ (11.4)
State	—	(0.7)	(0.2)
Foreign	2.7	1.7	0.9
Total current	$ 4.1	$ (3.5)	$ (10.7)
Deferred			
Federal	$ 11.1	$ 10.2	$ (14.0)
State	3.2	2.5	15.9
Foreign	4.1	(4.0)	(8.4)
Total deferred	18.4	8.7	(6.5)
Total income tax provision (benefit)	$ 22.5	$ 5.2	$ (17.2)

Reconciliation of Effective Income Tax Rate: The income tax provision from operations differs from the tax provision computed at the U.S. federal statutory income tax rate due to the following:

	2023		2022		2021	
Tax at U.S. Federal statutory rate	$ (124.6)	21.0 %	$ (113.3)	21.0 %	$ (116.5)	21.0
State income taxes, net of Federal benefit	(6.4)	1.1	(9.6)	1.8	(24.9)	4.5
State income tax credits, net of Federal benefit	(8.6)	1.4	(15.6)	2.9	(7.4)	1.3
Foreign rate differences	(12.1)	2.0	(3.5)	0.6	(5.2)	0.9
Research and experimentation	(4.2)	0.7	(5.2)	1.0	(1.6)	0.3
Excess tax benefits	0.9	(0.2)	0.4	(0.1)	0.8	(0.1)
Non-deductible expenses	17.2	(2.9)	4.2	(0.8)	1.9	(0.3)
Re-measurement of Deferred Taxes	(9.0)	1.5	(7.1)	1.3	(58.8)	10.6
Global Intangible Low-Taxed Income (GILTI) Tax	—	—	(1.8)	0.3	0.9	(0.2)
Valuation Allowance	154.5	(26.0)	170.6	(31.6)	204.2	(36.9)
NOL Utilized at 35% vs 21%	—	—	—	—	(5.3)	1.0
Previously unrecognized tax benefit	(0.3)	0.1	(10.6)	2.0	—	—
Other	15.1	(2.5)	(3.3)	0.6	(5.3)	1.0
Total income tax provision (benefit)	$ 22.5	(3.8 %)	$ 5.2	(1.0) %	$ (17.2)	3.1

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

The income tax provision (benefit) for the twelve months ended December 31, 2023, was $ 22.5 compared to $ 5.2 for the prior year. The 2023 effective tax rate was (3.8 %) as compared to (1.0 %) for 2022.

The FASB Staff Q&A, Topic 740, No. 5, Accounting for Global Intangible Low-Taxed Income, states that an entity can make an accounting policy election to either recognize deferred taxes for temporary basis differences expected to reverse as GILTI in future years or to provide for the tax expense related to GILTI cost in the year the tax is incurred as a period expense only. The Company has elected to account for GILTI as a period cost in the year the tax is incurred. As of December 31, 2023, there was $ 0.0 of GILTI tax. As of December 31, 2022, there was $ 1.8 of GILTI tax benefit primarily due to the refundable U.K. research credits being credited against prior years' GILTI tax expense. As of December 31, 2021, there was $ 0.9 of GILTI tax expense due to the finalization of the 2020 U.K. NOL carryback to 2019 that resulted in an increase to U.S. GILTI tax.

The CARES Act allows net operating losses from 2018, 2019 and 2020 to be carried back to the previous five years, when the federal tax rate was 35%. As of December 31, 2020 the Company reported a net operating loss when it filed its fiscal year 2020 tax return. A preliminary net operating loss carryback claim was filed in March 2021 requesting a refund of $305 which was received in 2021. A second net operating loss carryback claim using the finalized 2020 U.S. Net Operating Loss was filed in December 2021 requesting an additional $11.6 federal refund, which was received in 2022. The Company had $ 5.3 and $ 3.9 of income tax receivable as of December 31, 2023 and December 31, 2022, respectively, which is reflected within *Other current assets* on the Consolidated Balance Sheets as well as $0.0 and $0.4 of income tax payable as of December 31, 2023 and December 31, 2022, respectively, which is reflected within *Other current liabilities* on the Consolidated Balance Sheets. The Company had $1.5 and $1.5 of non-current income tax payable as of December 31, 2023 and December 31, 2022, respectively, which is reflected within *Other non-current liabilities* on the Consolidated Balance Sheets.

Additionally, as allowed by the CARES Act, the Company had deferred $33.0 of employer payroll taxes as of December 31, 2020, of which 50% was deposited by December 2021 and the remaining 50% was credited against the outstanding pre-tax employee retention credit refund claim in 2022. The Company has filed a claim for a pre-tax employee retention credit of $18.8 for 2020 and $1.0 for 2021. The outstanding pre-tax employee retention credit refund claim as of December 31, 2023 and December 31, 2022 was $3.1 and $3.1, respectively. In addition, as of December 31, 2020, the Company had recorded a deferral of $31.5 of VAT payments with the option to pay in smaller payments through the end of March 31, 2022 interest free under the United Kingdom deferral scheme. There was no outstanding deferral of VAT payments as of December 31, 2022.

Oklahoma follows the CARES Act and also allows 2018, 2019 and 2020 net operating losses to be carried back to the previous five years. The 2020 Oklahoma Net Operating Loss was carried back to 2015 and 2016 resulting in a $3.1 refund claim that was received during 2022.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

Deferred Income Taxes: Significant tax effected temporary differences comprising the net deferred tax asset, prior to valuation allowance, are as follows:

	2023	2022
Depreciation and amortization	$ (87.7)	$ (116.6)
Long-term contracts	125.3	113.3
State income tax credits	154.1	145.2
Net operating loss carryforward	489.7	438.1
Accruals and reserves	47.3	46.2
Employee compensation accruals	26.9	21.1
Pension and other employee benefit plans	(15.9)	(32.8)
Interest expense limitation	89.9	76.3
Post-retirement benefits other than pensions	8.9	7.9
Other	19.7	18.4
Inventory	0.9	0.5
Interest swap contracts	(0.7)	0.6
Net deferred tax asset before valuation allowance	858.4	718.2
Valuation allowance	(867.4)	(714.7)
Net deferred tax asset (liability)	(9.0)	3.5

Deferred tax detail above is included in the balance sheet and supplemental information as follows:

	2023	2022
Non-current deferred tax assets	0.1	4.8
Non-current deferred tax liabilities	(9.1)	(1.3)
Net non-current deferred tax asset (liability)	$ (9.0)	$ 3.5
Total deferred tax asset (liability)	$ (9.0)	$ 3.5

The following is a roll forward of the deferred tax valuation allowance at December 31, 2023, 2022, and 2021:

	2023	2022	2021
Balance at January 1	$ 714.7	$ 536.8	$ 340.9
Bombardier Acquisition opening balance sheet	—	—	13.6
Corporate rate remeasurement	0.5	(0.2)	63.0
State income tax credits	7.8	18.3	6.8
Net operating losses	141.5	155.3	135.4
Depreciation and amortization	0.2	0.2	0.2
Other	4.6	(3.0)	(1.3)
Other comprehensive income adjustment	(1.9)	7.3	(21.8)
Balance at December 31	$ 867.4	$ 714.7	$ 536.8

Deferred tax assets are periodically evaluated to determine their recoverability and whether or not a valuation allowance is necessary. A valuation allowance, if needed, reduces deferred tax assets to the amount expected to be realized. When determining the amount of net deferred tax assets that are more likely than not to be realized, the Company assesses all available positive and negative evidence. The weight given to the positive and negative evidence is commensurate with the extent the evidence may be objectively verified. As such, it is generally difficult for positive evidence regarding projected

future taxable income exclusive of reversing taxable temporary differences to outweigh objective negative evidence of recent financial reporting losses.

Based on these criteria and the relative weighting of both the positive and negative evidence available, and in particular the activity surrounding the Company's prior earnings history including the forward losses previously recognized in the U.S., Management determined that it was necessary to establish a valuation allowance against nearly all of its net U.S. deferred tax assets at December 31, 2023, 2022, and 2021. This determination was made as the Company entered into a U.S. cumulative loss position during 2021. Once a company enters a cumulative three year loss position, there is a presumption that a company should no longer rely solely on projected future income in determining whether the deferred tax asset is more likely than not to be realized. As of December 31, 2023, the total net U.S. deferred tax asset, prior to valuation allowance, was $ 505.4 . The net U.S. deferred tax liability after recording valuation allowances is $ 2.6 . Valuation allowances recorded against the consolidated net U.S. deferred tax asset in the current year were $72.9 for a total valuation allowance of $ 508.0 for the U.S.

The Company has determined a valuation allowance on certain U.K. deferred tax assets is needed based upon historic cumulative losses and current year losses generated in the U.K. The Company recorded a portion of the increase in the valuation allowance to income tax expense in continuing operations of $79.0, and a portion to OCI of $0.9. Valuation allowances recorded against U.K. deferred tax assets in the current year were $79.9 for a total valuation allowance of $ 359.2 for the U.K.

Included in the deferred tax assets at December 31, 2023 are $133.1 in Kansas High Performance Incentive Program ("HPIP") Credit, $13.7 in Kansas Research & Development ("R&D") Credit and $2.0 in Kansas Qualified Vendor ("QV") Credit, totaling $148.8 in gross Kansas state income tax credit carryforwards, net of federal benefit. The HPIP Credit provides a 10% investment tax credit for qualified business facilities located in Kansas. This credit can be carried forward 16 years. The Kansas R&D Credit provides a credit for qualified research and development expenditures conducted within Kansas. This credit can be carried forward indefinitely. The QV Credit is equal to 15% of the amount for approved expenditures of goods and services purchased from a qualified vendor, not to exceed $0.5 per qualified vendor per tax year. The QV Credit can be carried forward 4 years.

The one-time transition tax and GILTI provisions within the TCJA effectively transitioned the U.S. to a territorial system and eliminated the deferral of U.S. taxation for certain amounts of income which is not taxed at a minimum level. To the extent a dividend is declared, the tax impact of repatriating earnings would not be significant as substantially all of the net prior unrepatriated earnings have been subject to U.S. tax. Additionally, any foreign tax withholding would not be significant.

During 2021, the Company made a one-time distribution from Malaysia to the U.S. resulting in an insignificant amount of U.S. income tax recorded to the financial statements, and, during 2023, the Company made a one-time distribution from Singapore to the U.S. resulting in no taxable income inclusion and no U.S. income tax recorded to the financial statements. The Company continues to maintain that the remaining earnings of all foreign operating subsidiaries are indefinitely invested outside the U.S. As a result, no additional income taxes have been provided on any remaining undistributed foreign earnings not subject to the transition tax, or any additional outside basis difference inherent in these entities. Determining the amount of unrecognized deferred tax liability related to any remaining undistributed foreign earnings not subject to the transition tax and additional outside basis difference in these entities (i.e., basis difference in excess of that subject to the one-time transition tax) is not practicable at this time. Accordingly, no deferred taxes have been provided for withholding taxes or other taxes on permanently reinvested earnings.

Unrecognized Tax Benefits: The beginning and ending unrecognized tax benefits reconciliation is as follows:

	2023	2022	2021
Beginning balance at January 1	$ 8.1	$ 18.3	$ 16.5
Remeasurement for tax rate change	—	—	2.0
Gross increases (decreases) related to current period tax positions	(0.4)	0.4	0.4
Statute of limitations' expiration	(0.6)	(10.6)	(0.6)
Ending balance at December 31	$ 7.1	$ 8.1	$ 18.3

Included in the December 31, 2023 balance was $ 7.1 in unrecognized tax benefits of which $ 6.0 would reduce the Company's effective tax rate if ultimately recognized.

The Company reports interest and penalties, if any, related to unrecognized tax benefits in the income tax provision. As of December 31, 2023, 2022, and 2021, there was no accrued interest on the unrecognized tax benefit liability included in the balance sheets and income statements during 2023, 2022, and 2021.

The Company files income tax returns in all jurisdictions in which it operates.

The Company's federal audit is conducted under the Internal Revenue Service Compliance Assurance Process ("CAP") program and is complete for the 2020 tax year. The Company will continue to participate in the CAP program for 2021 through 2023. The CAP program's objective is to resolve issues in a timely, contemporaneous manner and eliminate the need for a lengthy post-filing examination. The Company has an open tax audit in the Kingdom of Morocco for tax years ending prior to the Company's ownership of the Moroccan legal entity. There are ongoing audits in other jurisdictions that are not material to the financial statements and the Company believes appropriate provisions for all outstanding tax issues have been made for all jurisdictions and years.

The Company operates under a tax holiday in Malaysia which is effective through September 30, 2024. The tax holiday is conditional upon remaining in good standing with the Malaysia taxing authorities, having at least 20% value-add, and having at least 30% of employees with a diploma/degree in science/technical discipline. The tax impact of this tax holiday has been $3.4, $3.0, and $3.4 for the twelve months ended December 31, 2023, 2022, and 2021, respectively.

The Organization for Economic Co-operation and Development has issued Pillar Two model rules introducing a new global minimum tax of 15% intended to be effective on January 1, 2024. While the U.S. has not yet adopted the Pillar Two rules, various other governments around the world are enacting legislation. As currently designed, Pillar Two will ultimately apply to worldwide operations. Considering the Company does not have material operations in jurisdictions with tax rates lower than the Pillar Two minimum, these rules are not expected to materially increase our global tax costs. There remains uncertainty as to the final Pillar Two model rules. The U.S. and global legislative action will be monitored for potential Pillar Two impacts.

21. Equity

Employee Stock Purchase Plan

The Company maintains the Spirit AeroSystems Holdings, Inc. Employee Stock Purchase Plan (the "ESPP"), which became effective on October 1, 2017 and was amended and restated on October 21, 2022. The ESPP is implemented over consecutive six-month offering periods, beginning on April 1 and October 1 of each year and ending on the last day of September and March, respectively. Shares are issued on the last trading day of each six-month offering period. Generally, any person who is employed by the Company, Spirit or by a subsidiary or affiliate of the Company that has been designated by the Compensation Committee may participate in the ESPP. As of December 31, 2023, the number of remaining ESPP shares available for future issuances was 271,776.

The maximum number of shares of the Company's Common Stock that may be purchased under the ESPP is 1,000,000 shares, subject to adjustment for stock dividends, stock splits or combinations of shares of the Company's stock. The per-share purchase price for the Company's Common Stock purchased under the ESPP is 85% of the lower of (a) the fair market value of a share on the first day of the applicable offering period or (b) the fair market value of a share on the applicable purchase date.

Dividends

On November 3, 2022, the Company announced that the Board had suspended payments of dividends. No dividends were paid during 2023. The Board regularly evaluates the Company's capital allocation strategy and dividend policy. Any future determination to pay dividends will be at the discretion of the Company's Board of Directors and will depend upon, among other factors, the Company's results of operations, financial condition, capital requirements and contractual restrictions, including the requirements of financing agreements to which the Company may be a party. No assurance can be given that cash dividends will be declared and paid at historical levels or at all.

Earnings per Share Calculation

Basic net income per share is computed using the weighted-average number of outstanding shares of Common Stock during the measurement period. Diluted net income per share is computed using the weighted-average number of outstanding shares of Common Stock and, when dilutive, potential outstanding shares of Common Stock during the measurement period.

The following table sets forth the computation of basic and diluted earnings per share:

	For the Twelve Months Ended								
	December 31, 2023			December 31, 2022			December 31, 2021		
	Loss	Shares	Per Share Amount	Loss	Shares	Per Share Amount	Loss	Shares	Per Share Amount
Basic EPS									
Loss available to common shareholders	$ (616.2)	106.6	$ (5.78)	$ (545.7)	104.6	$ (5.21)	$ (540.8)	104.2	$ (5.19)
Income allocated to participating securities	—	—		—	—		—	—	
Net loss	$ (616.2)			$ (545.7)			$ (540.8)		
Diluted potential common shares									
Diluted EPS									
Net loss	$ (616.2)	106.6	$ (5.78)	$ (545.7)	104.6	$ (5.21)	$ (540.8)	104.2	$ (5.19)

Included in the outstanding common shares were 0.1 million, 0.4 million and 0.7 million of issued but unvested shares at December 31, 2023, 2022 and 2021, respectively, which are excluded from the basic EPS calculation.

Common shares of 2.0 million were excluded from diluted EPS as a result of incurring a net loss for the twelve-month period ended December 31, 2023, as the effect would have been antidilutive. Additionally, diluted EPS for the twelve-month period ended December 31, 2023 excludes 0.1 million shares that may be dilutive common shares in the future, but were not included in the computation of diluted EPS because the effect was either antidilutive or the performance condition was not met.

Common shares of 0.6 million were excluded from diluted EPS as a result of incurring a net loss for the twelve-month period ended December 31, 2022, as the effect would have been antidilutive. Additionally, diluted EPS for the twelve-month period ended December 31, 2022 excluded 0.3 million shares that were not included in the computation of diluted EPS because the effect was either antidilutive or the performance condition was not met.

Accumulated Other Comprehensive Loss

Accumulated Other Comprehensive Loss, net of tax, is summarized by component as follows:

	December 31, 2023	December 31, 2022
Pension[1]	(18.7)	(95.4)
SERP/ Retiree medical	6.8	12.7
Derivatives - foreign currency hedge	2.2	(7.1)
Foreign currency impact on long term intercompany loan	(14.6)	(16.4)
Currency translation adjustment	(65.3)	(97.7)
Total accumulated other comprehensive loss	$ (89.6)	$ (203.9)

(1) The change in Pension related accumulated other comprehensive loss from December 31, 2022 to December 31, 2023 is primarily related to the termination of the PVP A plan. See Note 17, *Pension and Other Post-Retirement Benefits*.

Amortization or settlement cost recognition of the pension plans' net gain/(loss) reclassified from accumulated other comprehensive loss and realized into costs of sales and selling, general and administrative on the consolidated statements of operations was ($ 57.3), ($ 107.0) and $ 2.1 for the twelve months ended December 31, 2023, 2022 and 2021, respectively.

Non-controlling Interest

Non-controlling interest at December 31, 2023 was $ 3.8 , representing $ 0.5 non-controlling interest in the Company's KIESC subsidiary, the value of which remains unchanged from prior year, and a $ 3.3 non-controlling interest in the Company's subsidiary Spirit Evergreen Aftermarket Solutions Co., Ltd., a joint venture with Evergreen Technologies Corporation to provide MRO services to the Asia-Pacific market.

Common Stock Offering

On November 8, 2023, the Company entered into an underwriting agreement in connection with the registered public offering of 10,454,545 shares of the Company's Class A common stock, including the underwriters' option to purchase 1,363,636 additional shares of Class A common stock, at a price to the public of $22.00 per share of Class A common stock. On November 13, 2023, the Company issued and sold 10,454,545 shares of its Class A common stock pursuant to the Underwriting Agreement, which included the exercise in full of the underwriters' option to purchase additional shares of Class A common stock. The net proceeds to the Company from the Common Stock Offering, after deducting underwriting discounts and commissions and offering expenses payable by the Company, were approximately $ 220.7 million.

Repurchases of Common Stock

The Company accounts for treasury stock under the cost method and includes treasury stock as a component of stockholders' equity. As of December 31, 2023, no treasury shares have been reissued or retired.

During the twelve-month periods ended December 31, 2023 and December 31, 2022 the Company purchased zero shares of its Common Stock under this share repurchase program. The total authorization amount remaining under the current share repurchase program is approximately $ 925.0 . Share repurchases are currently on hold. The Credit Agreement imposes additional restrictions on the Company's ability to repurchase shares.

During the twelve months ended December 31, 2023, 199,809 shares were transferred to us from employees in satisfaction of tax withholding obligations associated with the vesting of restricted stock awards and restricted stock units under the Omnibus Plan.

22. Commitments, Contingencies and Guarantees

Litigation

On February 10, 2020, February 24, 2020, and March 24, 2020, three separate private securities class action lawsuits were filed against the Company in the U.S. District Court for the Northern District of Oklahoma, its former Chief Executive Officer, Tom Gentile III, former Chief Financial Officer, Jose Garcia, and former Controller (principal accounting officer), John Gilson. On April 20, 2020, the Class Actions were consolidated by the court (the "Consolidated Class Action"), and on July 20, 2020, the plaintiffs filed a Consolidated Class Action Complaint which added Shawn Campbell, the Company's former Vice President for the B737NG and B737 MAX program, as a defendant. Allegations in the Consolidated Class Action include (i) violations of Section 10(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 10b-5 promulgated thereunder against the Company and Messrs. Gentile, Garcia, and Gilson, (ii) violations of Section 20(a) of the Exchange Act against the individual defendants, and (iii) violations of Section 10(b) of the Exchange Act and Rule 10b-5(a) and (c) promulgated thereunder against all defendants.

On June 11, 2020, a shareholder derivative lawsuit (the "Derivative Action 1") was filed against the Company (as nominal defendant), all members of the Company's then serving Board of Directors, and Messrs. Garcia and Gilson in the U.S. District Court for the Northern District of Oklahoma. Allegations in the Derivative Action 1 include (i) breach of fiduciary duty, (ii)

abuse of control, and (iii) gross mismanagement. On October 5, 2020, a shareholder derivative lawsuit (the "Derivative Action 2" and, together with Derivative Action 1, the "Derivative Actions") was filed against the Company (as nominal defendant), all then serving members of the Company's Board of Directors, and Messrs. Garcia and Gilson in the Eighteenth Judicial District, District Court of Sedgwick County, Kansas. Allegations in the Derivative Action 2 include (i) breach of fiduciary duty, (ii) waste of corporate assets, and (iii) unjust enrichment.

The facts underlying the Consolidated Class Action and Derivative Actions relate to the accounting process compliance independent review (the "Accounting Review") discussed in the Company's January 30, 2020 press release and described under *Management's Discussion and Analysis of Financial Condition and Results of Operations - Accounting Review* in Part II, Item 7 of the Annual Report on Form 10-K for the year ended December 31, 2019, and its resulting conclusions. The Company voluntarily reported to the SEC the determination that, with respect to the third quarter of 2019, the Company did not comply with its established accounting processes related to potential third quarter contingent liabilities received after the quarter-end. On March 24, 2020, the Staff of the SEC Enforcement Division informed the Company that it had determined to close its inquiry without recommending any enforcement action against the Company. In addition, the facts underlying the Consolidated Class Action and Derivative Actions relate to the Company's disclosures regarding the B737 MAX grounding and Spirit's production rate (and related matters) after the grounding.

On September 18, 2020, the Company and individual defendants filed a motion to dismiss the Consolidated Class Action. That motion was granted by the U.S. District Court on January 7, 2022, which denied leave to amend and dismissed the Consolidated Class Action with prejudice. On February 4, 2022, the plaintiffs in the Consolidated Class Action appealed this decision to the Tenth Circuit Court of Appeals (the "Appellate Court"). On August 21, 2023, the Appellate Court affirmed the dismissal of the Consolidated Class Action.

Following the dismissal of the Consolidated Class Actions, the Derivative Actions were voluntarily dismissed during December 2023; Derivative Action 1 on December 20, 2023, and Derivative Action 2 on December 29, 2023.

On May 3, 2023, a private securities class action lawsuit was filed in the U.S. District Court for the Southern District of New York against the Company, its former Chief Executive Officer, Tom Gentile III, and its Senior Vice President and Chief Financial Officer, Mark J. Suchinski. The lawsuit was brought on behalf of certain purchasers of securities of the Company, who allege purported misstatements and omissions concerning alleged faulty production controls and the alleged incorrect installation of fittings on certain B737 MAX planes (the "Securities Class Action"). The specific claims in the Securities Class Action include (i) violations of Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder against all defendants, and (ii) violations of Section 20(a) of the Exchange Act against the individual defendants. An Amended Complaint was filed on December 19, 2023. The Company believes that the claims in this lawsuit are without merit and intends to defend against them vigorously.

Spirit is also involved in litigation in the Appellate Court with its former Chief Executive Officer, Larry Lawson over Lawson's disputed violation of a restrictive covenant in his retirement and consulting agreement. On October 19, 2021, the U.S. District Court for the District of Kansas (the "District Court") ruled in favor of Lawson and awarded him $44.8 for benefits withheld in connection with the disputed violation, as well as post-judgment interest at the rate of 4.25%.

Spirit appealed the judgment to the Appellate Court. On February 27, 2023, the Appellate Court issued an opinion reversing the District Court decision and concluding that Lawson had violated the terms of the restrictive covenant and remanded for the District Court to address whether the restrictive covenant that Lawson violated was enforceable under Kansas law. On June 15, 2023, the District Court held that the restrictive covenant was enforceable as a matter of Kansas law. The District Court entered judgment in favor of Spirit on June 27, 2023. Lawson has appealed the District Court's latest decision, and this matter is fully briefed by both parties before the Appellate Court. Spirit will continue to defend its position vigorously on appeal. A liability for the full amount of the award issued on October 19, 2021, plus accrued interest through March 28, 2023, was recognized and remains accrued in the Consolidated Balance Sheets as of December 31, 2023 and December 31, 2022.

From time to time, the Company receives requests for information from government agencies in connection with their regulatory or investigational authority. While certain requests of this type are received in the ordinary course of business, the Company has also received information and document requests related to the January 5, 2024 Alaska Airlines incident, the B737 MAX 9 door plug, and safety and quality processes in B737 MAX line production. These include requests to assist the

government in investigations or audits. The Company reviews such requests and notices and takes appropriate action. Additionally, the Company is subject to federal and state requirements for protection of the environment, including those for disposal of hazardous waste and remediation of contaminated sites. As a result, the Company is required to participate in certain government investigations regarding environmental remediation actions. The Company is currently unable to reasonably estimate any impact this incident, including any impacts of investigations, will have on our financial position, results of operations and cash flows.

In addition to the items addressed above, from time to time, the Company is subject to, and is presently involved in, litigation, legal proceedings, or other claims arising in the ordinary course of business. While the final outcome of the matters cannot be predicted with certainty, considering, among other things, the meritorious legal defenses available, the Company believes that, on a basis of information presently available, none of these items, when finally resolved, will have a material adverse effect on the Company's long-term financial position or liquidity.

Customer and Vendor Claims

The Company receives, and is currently subject to, customer and vendor claims arising in the ordinary course of business, including, but not limited to, those related to product quality and late delivery. The Company accrues for matters when losses are deemed probable and reasonably estimable. In evaluating matters for accrual and disclosure purposes, the Company takes into consideration multiple factors including without limitation its historical experience with matters of a similar nature, the specific facts and circumstances asserted, the likelihood of an unfavorable outcome, and the severity of any potential loss. Any accruals deemed necessary are reevaluated at least quarterly and updated as matters progress over time.

The Company has evaluated and refined management's original estimate of costs related to rework on the B787 aircraft, including a preliminary assessment related to rework on the forward section of the fuselage, for which the Company identified an additional fit and finish issue in the prior year. The Company continues to coordinate with Boeing to complete the necessary rework.

On October 12, 2023, the Company entered into a Memorandum of Agreement (the "2023 MOA") with Boeing. Among other things, the 2023 MOA includes a broad release of liability and claims through October 12, 2023, by both parties relating to Boeing's Commercial Airplanes division and its airplane programs under the General Terms Agreement for the B787 program and the General Terms Agreement for the B737, B747, B767, and B777 programs.

Commitments

The Company's future aggregate capital commitments totaled $ 129.8 and $ 110.2 at December 31, 2023 and December 31, 2022, respectively.

Contingencies

On October 12, 2023, the Company entered into the 2023 MOA with Boeing. Among other things, the 2023 MOA establishes certain recurring shipset price increases for the B787, and as a result the Company reversed certain liabilities, including $205.6 of forward losses and $154.6 of material right obligation related to the B787 program in the fourth quarter of 2023.

During the fourth quarter, the Company updated its estimated cost to satisfy customer firm orders on the A350 and A220 programs. Based on these estimates, and management's evaluation of key macroeconomic assumptions including the probability that these performance obligations would be exercised, management determined that it is probable each of these programs' performance obligations will extend beyond the period of time for which the Company has previously recorded forward losses, which was previously the end of 2025. As a result, the Company recorded incremental forward losses in the fourth quarter of $12.0 on the A220 Wing program for production of expected firm orders through October 2027. Additional losses beyond what has been reserved could occur if there are unexpected changes to current assumptions in macroeconomic factors and the impact these may have on the Company's cost to complete all firm orders, ongoing pricing discussions with its customers, and increases to our customers' firm orders. As a result, while the Company does not believe incremental losses beyond those currently recorded are evident, it is reasonably possible one or more of these programs could be performed at a loss incremental to forward losses previously recorded for production outside of the timeframe or for orders that may be placed in addition to those assessed as of December 31, 2023 highlighted above. The Company continues to evaluate all options to

reduce or eliminate recorded forward losses prospectively, including, but not limited to, continued active negotiations with its A220 and A350 customer, regarding, among other things, elements of price.

On April 12, 2023, the Company issued a notice of escapement to Boeing related to the quality issue on the B737 Vertical Fin Attach Fittings. The remediation of the quality issue requires the Company to rework B737 units within its production system and reimburse Boeing for repairs on previously delivered units in their factory and warranty costs related to units in service. As of June 29, 2023, the Company had completed the required rework on available units located at its factory in Wichita, KS. The impact to production costs is reflected within the reported total gross margins and did not materially change from the preliminary cost estimate of approximately $31.0 estimated as of March 31, 2023. The Company made an estimate of the cost to Boeing for the units repaired to date of $23.0 for the period ended June 29, 2023 and recorded this amount as contra revenue. On October 12, 2023, the Company entered into the 2023 MOA with Boeing. Among other things, the 2023 MOA includes a broad release of liability and claims through October 12, 2023, by both parties relating to Boeing's Commercial Airplanes division and its airplane programs under the General Terms Agreement for the B787 program and the General Terms Agreement for the B737, B747, B767, and B777 programs. As a result, the Company reversed the $23.0 contra revenue adjustment recorded in the three months ended June 29, 2023 during the three months ending December 31, 2023.

Guarantees

Contingent liabilities in the form of letters of guarantee have been provided by the Company. Outstanding guarantees were $ 23.1 and $ 13.9 at December 31, 2023 and December 31, 2022, respectively.

Restricted Cash - Collateral Requirements

The Company was required to maintain $ 22.3 and $ 19.6 of restricted cash as of December 31, 2023 and December 31, 2022, respectively, related to certain collateral requirements for obligations under its workers' compensation programs. Restricted cash is included in "Other assets" in the Company's Consolidated Balance Sheet.

Indemnification

The Company has entered into customary indemnification agreements with its directors, and its bylaws and certain executive employment agreements include indemnification and advancement provisions. Under the bylaws and any applicable agreement, the Company agrees to indemnify individuals against claims arising out of events or occurrences related to that individual's service as the Company's agent or the agent of any of its subsidiaries to the fullest extent legally permitted.

The Company has agreed to indemnify parties for specified liabilities incurred, or that may be incurred, in connection with transactions they have entered into with the Company. The Company is unable to assess the potential number of future claims that may be asserted under these indemnities, nor the amounts thereof (if any). As a result, the Company cannot estimate the maximum potential amount of future payments under these indemnities and therefore, no liability has been recorded.

Service and Product Warranties and Extraordinary Rework

Provisions for estimated expenses related to service and product warranties and certain extraordinary rework are evaluated on a quarterly basis. These costs are accrued and are recorded to unallocated cost of goods sold. These estimates are established using historical information on the nature, frequency, and average cost of warranty claims, including the experience of industry peers. In the case of new development products or new customers, the Company considers other factors including the experience of other entities in the same business and management judgment, among others. Service warranty and extraordinary work is reported in current liabilities and other liabilities on the Company's Condensed Consolidated Balance Sheets.

The warranty balance presented in the table below includes unresolved warranty claims that are in dispute in regard to their value as well as their contractual liability. The Company estimated the total costs related to some of these claims; however, there is significant uncertainty surrounding the disposition of these disputed claims and as such, the ultimate determination of the provision's adequacy requires significant management judgment. The amount of the specific provisions recorded against disputed warranty claims was $ 2.3 as of December 31, 2023 and December 31, 2022. These specific provisions represent the Company's best estimate of probable warranty claims. Should the Company incur higher than expected warranty costs and/or discover new or additional information related to these warranty provisions, the Company may incur additional charges that exceed these recorded provisions. The Company utilized available information to make appropriate assessments, however the

Company recognizes that data on actual claims experience is of limited duration and therefore, claims projections are subject to significant judgment. The amount of the reasonably possible disputed warranty claims in excess of the specific warranty provision was $ 3.4 as of December 31, 2023 and December 31, 2022.

The following is a roll forward of the service warranty and extraordinary rework balance at December 31, 2023, 2022 and 2021:

	2023	2022	2021
Balance, January 1	$ 74.9	$ 71.3	$ 76.9
Charges to costs and expenses	10.2	6.7	12.3
Payouts	(2.7)	(2.7)	(17.7)
Exchange rate	0.3	(0.4)	(0.2)
Balance, December 31	$ 82.7	$ 74.9	$ 71.3

Bonds

Since its incorporation, Spirit has periodically utilized City of Wichita issued Industrial Revenue Bonds ("IRBs") to finance self-constructed and purchased real property at its Wichita site. Tax benefits associated with IRBs include provisions for a ten-year complete property tax abatement and a Kansas Department of Revenue sales tax exemption on all IRB funded purchases. Spirit purchased these IRBs so they are bondholders and debtor / lessee for the property purchased with the IRB proceeds.

Spirit recorded the property net of a finance lease obligation to repay the IRB proceeds on its balance sheet. Gross assets and liabilities associated with these IRBs were $ 333.7 and $ 393.2 as of December 31, 2023 and December 31, 2022, respectively.

23. Other (Expense) Income, Net

Other (expense) income, net is summarized as follows:

	For the Twelve Months Ended		
	December 31, 2023	December 31, 2022	December 31, 2021
Kansas Development Finance Authority bond	$ 2.9	$ 2.4	$ 2.8
Pension (loss) income [1]	(52.0)	(30.2)	150.1
Interest income	12.9	6.2	1.8
Gain (loss) on foreign currency forward contract and interest rate swaps	0.5	(17.1)	(1.0)
Loss on sale of accounts receivable	(52.4)	(23.4)	(6.7)
Foreign currency gains (losses) [2]	(13.9)	21.6	1.4
Excise tax on pension assets reversion [3]	(37.7)	(6.8)	—
Gain on settlement of financial instrument [4]	—	20.7	—
Other [5]	(0.7)	12.5	(1.8)
Total Other (Expense) Income, net	$ (140.4)	$ (14.1)	$ 146.6

(1) Pension expense for the twelve months ended December 31, 2023 includes $ 59.6 of settlement loss. See also Note 17 *Pension and Other Post-Retirement Benefits*. Pension expense for the twelve months ended December 31, 2022 includes a $ 73.5 non-cash, pre-tax non-operating charge for amortization of prior service costs and $ 33.3 of settlement loss. See also Note 17 *Pension and Other Post-Retirement Benefits*. Pension income for the twelve months ended December 31, 2021 includes $119.8 of income related to pension plans for current and former employees at the Belfast location, including the impact of the closure of the Shorts Pension which resulted in a curtailment gain of $61.0 for the twelve months ended December 31, 2021.

(2) Foreign currency losses are due to the impact of movement in foreign currency exchange rates on an intercompany revolver and long-term contractual rights/obligations, as well as trade and intercompany receivables/payables that are denominated in a currency other than the entity's functional currency.

(3) Excise tax related to the reversion of excess plan assets for the twelve months ended December 31, 2023 and 2022. See Note 17 *Pension and Other Post-Retirement Benefits.*

(4) The twelve-month period ended December 31, 2022 includes a $ 20.7 gain related to a deed of release and related cash payment that fully settled the existing repayable investment agreement between the Company and the U.K.'s Department for Business, Energy and Industrial Strategy ("BEIS"). In January 2022, the Company made repayments of $25.6 to the UK's Department for Business Energy and Industrial Strategy for units sold, including interest, in respect to the agreement. In April 2022, the deed of release settled the remaining outstanding repayment obligation, including current year interest accrual and foreign currency measurement impacts, in exchange for a payment of $292.8. The portion of the payments related to interest expense and the portion of the payments related to principal repayment are included in net cash used in operating activities and net cash used in financing activities, respectively, on the Company's Consolidated Statement of Cash Flows for the period ended December 31, 2022.

(5) The twelve-month period ended December 31, 2022 includes a gain of $10.0 related to the termination of a previously existing joint venture agreement within the period.

24. Significant Concentrations of Risk

Economic Dependence

The Company's largest customer, Boeing, accounted for approximately 64 %, 60 %, and 56 % of the revenues for the twelve months ended December 31, 2023, 2022, and 2021, respectively. Approximately 23 % and 28 % of the Company's accounts receivable balance at December 31, 2023, and 2022, respectively, was attributable to Boeing.

The Company's second largest customer, Airbus, accounted for approximately 19 %, 22 %, and 24 % of the revenues for the twelve months ended December 31, 2023, 2022, and 2021, respectively. Approximately 33 % and 36 % of the Company's accounts receivable balance at December 31, 2023, and 2022, respectively, was attributable to Airbus.

Employees

At December 31, 2023, the Company had approximately 20,655 employees: approximately 14,780 located in its six U.S. facilities, approximately 3,400 located in its Belfast facilities, approximately 1,120 located at its Prestwick facility, approximately 1,000 located in its Malaysia facility, approximately 220 located in its Morocco facility, and approximately 135 located in its France facility. Of the employees located in the Company's six U.S. facilities, approximately 12,590 were located in Wichita, Kansas; approximately 1,110 were located in Tulsa Oklahoma; approximately 590 were located in Kinston, North Carolina; approximately 350 were located in Biddeford, Maine; approximately 100 were located in Dallas, Texas; and approximately 40 were located in Woonsocket, Rhode Island.

Approximately 80% of the Company's U.S. employees are represented by unions. Approximately 57% of U.S. employees are represented by the International Association of Machinists and Aerospace Workers (IAM) collective bargaining agreement. There are two IAM collective bargaining agreements that will expire in June 2027 and November 2027, respectively. Approximately 16% of the Company's U.S. employees are represented by the Society of Professional Engineering Employees in Aerospace (SPEEA) collective bargaining agreement. There are two SPEEA agreements that will expire in December 2024 and January 2026, respectively. Approximately 6% of the Company's U.S. employees are represented by the International Union, Automobile, Aerospace and Agricultural Implement Workers of America (UAW) collective bargaining agreement that will expire in December 2025. Approximately 1% of the Company's U.S. employees are represented by an International Brotherhood of Electrical Workers (IBEW) collective bargaining agreement that will expire in September 2027.

Approximately 93% of the Company's Prestwick employees are part of the collective bargaining group represented by one union, Unite (Amicus Section). In 2013, the Company negotiated two separate ten-year pay agreements with the Manual Staff bargaining and the Monthly Staff bargaining groups of the Unite union. These agreements cover basic pay and variable at risk pay, while other employee terms and conditions generally remain the same from year to year until both parties agree to change them. In the first quarter of 2021, the Company negotiated and agreed with Unite, a three-year extension to the pay agreements which are effective from January 2023 to December 2025. The elements of the contract extension remain the same as those in the ten-year agreements.

In the U.K. (Belfast), approximately 85% of the employees are part of the collective group represented by the Trade Unions. Unite the Union is the largest representing approximately 94% of unionized employees, with General, Municipal, Boilermakers making up the balance. The current agreement covered the period from January 2020 to December 2023 and negotiations for a new agreement will start in early 2024.

In France, the Company's employees are represented by CFTC (“Confédération Française des Travailleurs Chrétiens" or "French Confederation of Christian Workers”) and FO (“Force Ouvrière" or "Labor Force”). The Company negotiates yearly on compensation and once every four years on issues related to gender equality and work-life balance. The next election to determine union representation will occur in July 2027.

In Morocco, approximately 59% of the Company's employees are represented by Union Marocain du Travail ("UMT"). The Company negotiated a three year agreement with UMT that expires in December 2025.

None of the Company's Malaysia employees are currently represented by a union.

25. Supplemental Balance Sheet Information

Accrued expenses and other liabilities consist of the following:

	December 31, 2023	December 31, 2022
Accrued expenses		
Accrued wages and bonuses	$ 63.3	$ 56.3
Accrued fringe benefits	118.0	110.7
Accrued payroll taxes	10.0	8.6
Accrued interest	34.1	31.6
Workers' compensation	9.4	7.6
Property and sales tax	26.0	23.4
Warranty/extraordinary rework reserve — current	1.0	1.5
Former executive officer liability[4]	47.5	47.0
Other[1]	110.8	125.0
Total	$ 420.1	$ 411.7
Other liabilities		
Customer financing[2]	$ 180.0	$ —
Warranty/extraordinary rework reserve - non-current	81.7	73.4
Other[3]	53.8	68.2
Total	$ 315.5	$ 141.6

(1) Balance as of December 31, 2023 includes $70.0 of general and production material accruals and $18.8 of B787 program liabilities. Balance as of December 31, 2022 includes $86.1 of general and production material accruals and $13.3 of B787 program liabilities.

(2) Balance as of December 31, 2023 is related to the customer financing of $ 180.0 from Boeing received in the twelve months ending December 31, 2023. Per the original terms of the agreement, $90.0 of the advance was to be repaid in the first quarter of 2024 and the other $90.0 of the advance was to be repaid in 2025. Per the terms of the 2023 MOA signed with Boeing on October 12, 2023, the repayment dates were amended to delay the payments such that $90.0 is payable in December 2025 and the remaining $90.0 is payable in equal $45.0 installments in December 2026 and 2027.

(3) Balance as of December 31, 2023 includes $ 8.0 of deferred grant in Morocco, $1.3 various tax credits, $11.8 of estimated workers compensation liability, $17.3 of provisions related to the suspension of activities in Russia, and $9.2 of deferred compensation. Balance as of December 31, 2022 includes $8.2 of deferred grant in Morocco, $8.3 various tax credits, $10.7 of estimated workers compensation liability, $8.5 earn-out provision, $17.8 of provisions related to the suspension of activities in Russia, and $8.0 of deferred compensation.

(4) On October 19, 2021, the U.S. District Court for the District of Kansas ruled in favor of the Company’s former Chief Executive Officer and awarded him $44.8 plus interest for benefits withheld in connection with a disputed violation of restrictive covenants in his retirement agreement. See Note 22, *Commitments, Contingencies, Guarantees.*

26. Segment and Geographical Information

The Company operates in three principal segments: Commercial, Defense & Space and Aftermarket. Approximately 83% of the Company's net revenues for the twelve months ended December 31, 2023 came from the Company's two largest customers, Boeing and Airbus. Boeing represents a substantial portion of the Company's revenues across segments. Airbus also represent a substantial portion of revenues in the Commercial segment. The Company's primary profitability measure to review a segment's operating performance is segment operating income before corporate selling, general and administrative expenses, research and development and unallocated cost of sales.

Corporate selling, general and administrative expenses include centralized functions such as accounting, treasury and human resources that are not specifically related to the Company's operating segments and are not allocated in measuring the operating segments' profitability and performance and net profit margins. Research and development includes research and development efforts that benefit the Company as a whole and are not unique to a specific segment. All of these items are not specifically related to the Company's operating segments and are not utilized in measuring the operating segments' profitability and performance.

The Company's Commercial segment includes design and manufacturing of forward, mid and rear fuselage sections and systems, struts/pylons, nacelles (including thrust reversers) and related engine structural components, wings and wing components (including flight control surfaces), as well as other miscellaneous structural parts for large commercial aircraft and/or business/regional jets. Sales from this segment are primarily to the aircraft OEMs or engine OEMs of large commercial aircraft and/or business/regional jet programs. Approximately 70%, 65%, and 60% of Commercial segment net revenues came from the Company's contracts with Boeing for the twelve months ended December 31, 2023, 2022, and 2021, respectively. Approximately 23%, 27%, and 30% of Commercial segment net revenues came from the Company's contracts with Airbus for the twelve months ended December 31, 2023, 2022, and 2021, respectively. The Commercial segment manufactures products at the Company's facilities in Wichita, Kansas; Tulsa, Oklahoma; Kinston, North Carolina; Prestwick, Scotland; Casablanca, Morocco; Belfast, Northern Ireland; and Subang, Malaysia. The Commercial segment also includes an assembly plant for the A350 XWB aircraft in Saint-Nazaire, France.

The Company's Defense & Space segment includes design and manufacturing of fuselage, strut, nacelle, and wing aerostructures (primarily) for U.S. Government defense programs, including Boeing P-8, C40, and KC-46 Tanker, which are commercial aircraft that are modified for military use. The segment also includes fabrication, bonding, assembly, testing tooling, processing, engineering analysis, and training on fixed wing aircraft aerostructures, missiles and hypersonics work, including solid rocket motor throats and nozzles and re-entry vehicle thermal protections systems, and forward cockpit and cabin, and fuselage work on rotorcraft aerostructures. Sales from this segment are primarily to the prime contractors on various U.S. Government defense program contracts for which the Company is a sub-contractor. A significant portion of the Defense & Space segment revenues are represented by defense business that is classified by the U.S. Government and cannot be specifically described. Approximately 34%, 34%, and 36% of Defense & Space segment net revenues came from the Company's contracts with an individual customer for the twelve months ended December 31, 2023, 2022, and 2021, respectively. In addition, a customer accounted for approximately 26%, 30%, and 39% of Defense & Space segment net revenues for the twelve months ended December 31, 2023, 2022, and 2021, respectively. The Defense & Space segment manufactures products at the Company's facilities in Wichita, KS; Tulsa, OK; Biddeford, ME; Woonsocket, RI; Belfast, Northern Ireland; and Prestwick, Scotland.

The Company's Aftermarket segment includes design, manufacturing, and marketing of spare parts and maintenance, repair, and overhaul ("MRO") services, repairs for flight control surfaces and nacelles, radome repairs, rotable assets, engineering services, and advanced composite repair. Approximately 47%, 48%, and 44% of Aftermarket segment net revenues came from the Company's contracts with a single customer for the twelve months ended December 31, 2023, 2022, and 2021, respectively. The Aftermarket segment manufactures products at the Company's facilities in Wichita, KS; Tulsa, OK; Dallas, TX; Prestwick, Scotland; Casablanca, Morocco; and Belfast, Northern Ireland.

The Company's segments are consistent with the organization and responsibilities of management reporting to the chief operating decision-maker for the purpose of assessing performance. The Company's definition of segment operating income differs from Operating income as presented in its primary financial statements and a reconciliation of the segment and consolidated results is provided in the table set forth below.

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

While some working capital accounts are maintained on a segment basis, much of the Company's assets are not managed or maintained on a segment basis. Property, plant and equipment, including tooling, is used in the design and production of products for each of the segments and, therefore, is not allocated to any individual segment. In addition, cash, prepaid expenses, other assets, and deferred taxes are managed and maintained on a consolidated basis and generally do not pertain to any particular segment. Raw materials and certain component parts are used in aerostructure production across all segments. Work-in-process inventory is identifiable by segment, but is managed and evaluated at the program level. As there is no segmentation of the Company's productive assets, depreciation expense (included in fixed manufacturing costs and selling, general and administrative expenses) and capital expenditures, no allocation of these amounts has been made solely for purposes of segment disclosure requirements.

The following table shows segment revenues and operating income for the twelve months ended December 31, 2023, 2022 and 2021:

	Twelve Months Ended December 31, 2023	Twelve Months Ended December 31, 2022	Twelve Months Ended December 31, 2021
Segment Revenues			
Commercial	$ 4,885.0	$ 4,068.4	$ 3,128.1
Defense & Space	789.0	649.8	585.0
Aftermarket	373.9	311.4	239.9
	$ 6,047.9	$ 5,029.6	$ 3,953.0
Segment Operating (loss) income [1]			
Commercial[2]	$ 66.0	$ (82.9)	$ (220.6)
Defense & Space[3]	44.7	72.8	44.3
Aftermarket[4]	82.4	58.5	50.3
	193.1	48.4	(126.0)
Corporate SG&A	(281.9)	(279.2)	(279.9)
Research and development	(45.4)	(50.4)	(53.3)
Total operating (loss) income	$ (134.2)	$ (281.2)	$ (459.2)

(1) Inclusive of forward losses, changes in estimate on loss programs and cumulative catch-up adjustments. These changes in estimates for the periods ended December 31, 2023, 2022, and 2021 are further detailed in Note 5, *Changes in Estimates*.

(2) The twelve months ended December 31, 2023 includes excess capacity costs of $ 177.3 related to temporary B737 MAX, A320 and A220 production schedule changes, costs of $ 8.1 related to temporary production pause, and $ 6.3 of restructuring costs. The twelve months ended December 31, 2022 includes the impact of $ 24.7 in relation to the suspension of activities in Russia, excess production capacity costs of $ 149.5 related to the temporary B737 MAX and A220 production schedule changes, abnormal costs of $ 9.6 for workforce adjustments as a result of COVID-19 production pause, net of a U.S. employee retention credit and U.K. government subsidies, $ 0.2 of restructuring costs, and a net offset of $ 25.7 related to AMJPP and other costs. The twelve months ended December 31, 2021 includes excess capacity production costs of $ 206.7 related to the temporary B737 MAX and A220 production schedule changes, abnormal costs of $ 12.0 for workforce adjustments as a result of COVID-19 production pause, net of U.S. employee retention credit and U.K. government subsidies, $ 6.8 of restructuring costs, and a $ 35.9 offset related to AMJPP.

(3) The twelve months ended December 31, 2023 includes excess capacity production costs of $ 6.8 related to the temporary B737 production schedule changes, costs of $ 0.2 related to temporary production pause, and $ 0.9 of restructuring costs. The twelve months ended December 31, 2022 includes excess capacity production costs of $ 7.8 , $ 0.0 of restructuring costs, and a $ 2.3 offset related to AMJPP. The twelve months ended December 31, 2021 includes excess capacity costs of $ 10.8 related to the temporary B737 production schedule changes, $ 1.1 of restructuring costs, and a $ 3.0 offset related to AMJPP.

(4) The twelve months ended December 31, 2023 includes ($ 2.4) of benefit related to the settlement of a contingent consideration obligation related to the Applied Aerodynamics acquisition. The twelve months ended December 31, 2022 includes the impact of $ 4.4 in relation to the suspension of activities in Russia, $ 0.0 of restructuring costs, and a $ 1.9 offset related to AMJPP. The twelve months ended December 31, 2021 includes $ 0.3 of restructuring costs and a $ 2.2 offset related to AMJPP.

Most of the Company's revenue is obtained from sales inside the U.S. However, the Company does generate international sales, primarily from sales to Airbus. The following chart illustrates the split between domestic and foreign revenues:

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

Revenue Source[1]	Year Ended December 31, 2023 Net Revenues	Year Ended December 31, 2023 Percent of Total Net Revenues	Year Ended December 31, 2022 Net Revenues	Year Ended December 31, 2022 Percent of Total Net Revenues	Year Ended December 31, 2021 Net Revenues	Year Ended December 31, 2021 Percent of Total Net Revenues
United States	$ 4,667.1	77 %	$ 3,814.5	76 %	$ 2,822.2	71 %
International						
United Kingdom	582.5	10 %	632.8	13 %	580.4	15 %
Other	798.3	13 %	582.3	11 %	550.4	14 %
Total International	1,380.8	23 %	1,215.1	24 %	1,130.8	29 %
Total Revenues	$ 6,047.9	100 %	$ 5,029.6	100 %	$ 3,953.0	100 %

(1) Net Revenues are attributable to countries based on destination where goods are delivered.

As of December 31, 2023, most of the Company's property, plant and equipment are located within the U.S. Approximately 18 % of the Company's property, plant and equipment based on book value are located in the U.K., with approximately another 5 % of the Company's total property, plant and equipment located in countries outside the U.S. and the U.K. The following chart illustrates the split between domestic and foreign assets:

Asset Location	Year Ended December 31, 2023 Total PPE	Year Ended December 31, 2023 Percent of PPE	Year Ended December 31, 2022 Total PPE	Year Ended December 31, 2022 Percent of Total PPE	Year Ended December 31, 2021 Total PPE	Year Ended December 31, 2021 Percent of Total PPE
United States	$ 1,605.0	77 %	$ 1,708.2	78 %	$ 1,833.7	77 %
International						
United Kingdom	384.0	18 %	404.1	18 %	451.3	19 %
Other	95.2	5 %	93.6	4 %	100.5	4 %
Total International	479.2	23 %	497.7	22 %	551.8	23 %
Total Property, Plant & Equipment	$ 2,084.2	100 %	$ 2,205.9	100 %	$ 2,385.5	100 %

27. Restructuring Costs

The Company's results of operations for twelve months ended December 31, 2023 include restructuring costs related to the Voluntary Separation Program ("VSP") that was offered to reduce structural costs by reducing indirect headcount. Participants in the VSP received a lump sum severance payment based on their years of Company service.

The Company's results of operations for twelve months ended December 31, 2022 and December 31, 2021 include restructuring costs related to actions the Company has taken to align costs to updated production levels that have been directed by the Company's customers. Largely beginning in the first quarter of 2020, the Company's customers, including Boeing and Airbus, significantly reduced their overall production rates as a result of the COVID-19 pandemic and, in the case of Boeing, the B737 MAX grounding. The restructuring activity materially affected the scope of operations and manner in which business is conducted by the Company compared to periods prior to the restructuring activity.

Restructuring costs are presented separately as a component of operating loss on the Consolidated Statements of Operations. Total restructuring costs were $ 7.2 and $ 0.2 for the twelve months ended December 31, 2023 and December 31, 2022, respectively. For the twelve months ended December 31, 2021, total restructuring costs were $ 8.2 , comprised largely of costs related to McAlester and San Antonio site closures.

The costs of the restructuring plan are included in segment operating margins. The total amount for the twelve months ended December 31, 2023 for each segment was $ 6.3 for the Commercial Segment and $ 0.9 for the Defense & Space Segment.

The total amount of $ 0.2 for the twelve months ended December 31, 2022 is included in segment operating margins for the Commercial Segment. The total amount for the twelve months ended December 31, 2021 for each segment was $ 6.8 for the Commercial Segment, $ 1.1 for the Defense & Space Segment, and $ 0.3 for the Aftermarket Segment.

28. Acquisitions

T.E.A.M., Inc.

On November 23, 2022 , Spirit AeroSystems Textiles, LLC ("Spirit Textiles"), a fully owned subsidiary of Spirit AeroSystems, Inc. closed its purchase of substantially all of the assets and all of the liabilities of T.E.A.M., Inc., a Rhode Island corporation, which is engaged in the business of manufacturing and engineering textiles, composites, and textile and composite products , for cash consideration of $ 31.3 . The acquisition was accounted for as a business combination in accordance with ASC Topic 805, *Business Combinations.* The purchase price has been allocated among assets acquired and liabilities assumed at fair value based on information currently available, with the excess purchase price recorded as goodwill, which is fully allocated to the Defense & Space segment. As of December 31, 2022 , the Company had preliminarily concluded, but not finalized, its assessment and purchase price allocation of the acquisition. The final fair value determination is subject to a contractual post-closing working capital true-up, which the Company concluded in the first quarter of 2023. The final purchase price allocation resulted in $ 0.6 adjustments to the assets acquired and the liabilities assumed that were recorded as of the acquisition date, which were included in the Consolidated Balance Sheet as of December 31, 2022. The adjusted assets acquired and the liabilities assumed included $ 8.3 of property, plant and equipment, $ 1.7 of working capital, $ 13.5 of intangible assets and $ 7.7 allocated to goodwill, which is expected to be deductible for tax purposes. Operating income is immaterial and reported within the Defense & Space segment.

Acquisition-related expenses were $ 1.2 for the twelve months ended December 31, 2022, and are included in selling, general and administrative costs on the Consolidated Statements of Operations. There were no acquisition-related expenses for the twelve months ended December 31, 2023.

29. Supplier Financing

The Company has provided certain suppliers with access to a supply chain financing program through facilities with third-party financing institutions. The Company's suppliers' ability to access the program is primarily dependent upon the strength of the Company's financial condition and certain qualifying criteria. The program allows these suppliers to monetize their receivables prior to the contractual payment date, subject to a payment of a discount. The capacity of the program is limited to $127.5 at any point in time. If a supplier's request exceeds the program limit, then it will be honored when capacity is available. Under the supply chain financing program, the Company agrees to pay the third-party financing institution the stated amount of confirmed invoices from its designated suppliers on the original maturity dates of the invoices, and suppliers have the ability to be paid from the third-party financing institution on an accelerated basis. The Company's suppliers' election to sell one or more of the Company's confirmed obligations under the supply chain financing program is optional. The Company's responsibility is limited to making payment on the terms originally negotiated with its suppliers for up to 120 days, regardless of whether the suppliers elect to sell their receivables to the third-party financing institution. Within the current population of qualified suppliers, there are no payment discounts offered or taken at any point by the financing institution or by the Company. The Company or the third-party financing institution may terminate the agreement upon at least 45 days' notice.

The balance of confirmed obligations outstanding to suppliers who elect to participate in the supply chain financing program is included in the Company's *Accounts payable* balance on the Company's Consolidated Balance Sheets. The changes in each period primarily reflect purchases from suppliers related to production levels during the respective periods and are summarized as follows:

Spirit AeroSystems Holdings, Inc.

Notes to the Consolidated Financial Statements — (Continued)
($, €, £, and RM in millions other than per share amounts)

	For the Twelve Months Ended December 31, 2023
Confirmed obligations outstanding, beginning of period	$ 102.0
Invoices confirmed during the year	496.2
Invoices paid during the year	(442.6)
Confirmed obligations outstanding, end of period	$ 155.6

Item 9. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

None.

Item 9A. ***Controls and Procedures***

Evaluation of Disclosure Controls and Procedures

Our management with the participation of our President and Chief Executive Officer (principal executive officer) and Senior Vice President and Chief Financial Officer (principal financial officer) has evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2023 and has concluded that these disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended, or the "Exchange Act") were effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act, is recorded, processed, summarized, and reported within the time period specified by the SEC's rules and forms. These disclosure controls and procedures include, without limitation, controls and procedures designed to provide reasonable assurance that information required to be disclosed by us in the reports we file or submit under the Exchange Act is accumulated and communicated to management of the Company, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act). Internal control over financial reporting is a process designed by, or under the supervision of, our principal executive and principal financial officers and effected by the Company's Board, management and other personnel to provide reasonable assurance of the reliability of our financial statements for external purposes in accordance with GAAP and includes those policies and procedures that:

(1) Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Company's assets;

(2) Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that the Company's receipts and expenditures are being made only in accordance with authorizations of the Company's management and directors; and

(3) Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatement. Also, projections of any evaluation of effectiveness to future periods are subject to risk that controls may become inadequate because of changes in condition, or that the degree of compliance with the policies or procedures may deteriorate.

Management conducted an assessment of the effectiveness of our internal control over financial reporting based on the criteria set forth in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on this assessment, our management concluded that our internal control over financial reporting was effective as of December 31, 2023. The effectiveness of the Company's internal control over financial reporting as of December 31, 2023 has been audited by the Company's independent registered public accounting firm, Ernst & Young LLP, as stated in their report appearing herein.

Change in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the fourth quarter of 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Spirit AeroSystems Holdings, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited Spirit AeroSystems Holdings, Inc. internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Spirit AeroSystems Holdings, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of Spirit AeroSystems Holdings, Inc. as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and our report dated February 22, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Wichita, Kansas

February 22, 2024

Item 9B. ***Other Information***

None.

Item 9C. ***Disclosure Regarding Foreign Jurisdictions that Prevent Inspections***

Not applicable.

PART III

Item 10. *Directors, Executive Officers and Corporate Governance*

Information concerning the executive officers of the Company is included in Part I of this Annual Report on Form 10-K and is incorporated by reference herein. The information otherwise required by Items 401, 405, 406, and 407(c)(3), (d)(4), and (d)(5) of Regulation S-K will be provided in the Company's proxy statement for its 2024 annual meeting of stockholders, which will be filed with the SEC no later than 120 days after the end of the fiscal year (the "2024 Proxy Statement") and is incorporated by reference herein.

The Company has adopted a Code of Conduct (the "Code") and a Finance Code of Professional Conduct that applies to the Company's Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer, and persons performing similar functions. Copies of the Code and Finance Code of Professional Conduct are available on the Company's website at *https://investor.spiritaero.com/corporate-governance/govdocs/*, and any waiver from the Code or Finance Code of Professional Conduct will be timely disclosed on the Company's website or a Current Report on Form 8-K, as will any amendments to the Code or Finance Code of Professional Conduct.

Item 11. *Executive Compensation*

The information required by Item 402 and Item 407(e)(4) and (e)(5) of Regulation S-K will be provided in the 2024 Proxy Statement and is incorporated by reference herein.

Pursuant to the rules and regulations of the SEC under the Exchange Act, the information under Item 407(e)(5) incorporated by reference from the 2024 Proxy Statement shall not be deemed to be "soliciting material," or to be "filed" with the SEC, or subject to Regulation 14A or 14C or the liabilities of Section 18 of the Exchange Act, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933.

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

Information concerning the securities authorized for issuance under equity compensation plans included in Part II, Item 5 of this Annual Report is incorporated by reference herein. The information required by Item 403 of Regulation S-K will be provided in the 2024 Proxy Statement and is incorporated by reference herein.

Item 13. *Certain Relationships and Related Transactions, and Director Independence*

The information required by Items 404 and 407(a) of Regulation S-K will be provided in the 2024 Proxy Statement and is incorporated by reference herein.

Item 14. *Principal Accounting Fees and Services*

The information required by Item 9(e) of Schedule 14A will be provided in the 2024 Proxy Statement and is incorporated by reference herein.

Part IV

Item 15. ***Exhibits and Financial Statement Schedules***

Article I. Exhibit Number	Section 1.01 Exhibit	Incorporated by Reference to the Following Documents
2.1	Asset Purchase Agreement, dated as of February 22, 2005, between Spirit AeroSystems, Inc. (f/k/a Mid-Western Aircraft Systems, Inc.) and The Boeing Company	Registration Statement on Form S-1 (File No. 333-135486), filed June 30, 2006, Exhibit 2.1
2.2	First Amendment to Asset Purchase Agreement, dated June 15, 2005, between Spirit AeroSystems, Inc. (f/k/a Mid-Western Aircraft Systems, Inc.) and The Boeing Company	Registration Statement on Form S-1 (File No. 333-135486), filed June 30, 2006, Exhibit 2.2
3.1	Third Amended and Restated Certificate of Incorporation of Spirit AeroSystems Holdings, Inc.	Current Report on Form 8-K (File No. 001-33160), filed May 1, 2017, Exhibit 3.1
3.2	Tenth Amended and Restated Bylaws of Spirit AeroSystems Holdings, Inc.	Current Report on Form 8-K (File No. 001-33160), filed January 27, 2023, Exhibit 3.1
4.1	Form of Class A Common Stock Certificate	Amendment No. 5 to Registration Statement on Form S-1/A (File No. 333-135486), filed November 17, 2006, Exhibit 4.1
4.2	Description of Spirit AeroSystems Holdings, Inc. Securities Registered under Section 12 of the Exchange Act.	*
4.3	Indenture dated as of June 1, 2016, governing the 3.850% Senior Notes due 2026, by and among Spirit, the guarantors identified therein and The Bank of New York Mellon Trust Company, N.A.	Current Report on Form 8-K (File No. 001-33160), filed June 7, 2016, Exhibit 4.1
4.4	Form of 3.850% Senior Note due 2026	Current Report on Form 8-K (File No. 001-33160), filed June 7, 2016, Exhibit 4.2
4.5	Supplemental Indenture, dated December 5, 2016, governing the 3.850% Senior Notes due 2026	Annual Report on Form 10-K (File No. 001-33160), filed February 10, 2017, Exhibit 4.9
4.6	Second Supplemental Indenture, dated as of February 24, 2020, among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc., Spirit AeroSystems North Carolina, Inc., and The Bank of New York Mellon Trust Company, N.A., as Trustee.	Current Report on Form 8-K (File No. 001-33160), filed February 25, 2020, Exhibit 4.1
4.7	Third Supplemental Indenture, dated as of April 17, 2020, among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc., Spirit AeroSystems North Carolina, Inc., and The Bank of New York Mellon Trust Company, N.A., as Trustee.	Current Report on Form 8-K (File No. 001-33160), filed April 17, 2020, Exhibit 4.3
4.8	Fourth Supplemental Indenture, dated as of October 5, 2020, among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc., Spirit AeroSystems North Carolina, Inc., and The Bank of New York Mellon Trust Company, N.A., as Trustee.	Current Report on Form 8-K (File No. 001-33160), filed October 5, 2020, Exhibit 4.3
4.9	Indenture, dated as of May 30, 2018, among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc. and the Bank of New York Mellon Trust Company.	Current Report on Form 8-K (File No. 001-33160), filed May 30, 2018, Exhibit 4.1
4.10	Form of 4.600% Senior Note due 2028	Current Report on Form 8-K (File No. 001-33160), filed May 30, 2018, Exhibit 4.4
4.11	Indenture, dated as of October 5, 2020, among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc., Spirit AeroSystems North Carolina, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent.	Current Report on Form 8-K (File No. 001-33160), filed October 5, 2020, Exhibit 4.1

4.12	Form of 5.500% Senior Secured First Lien Notes due 2025	Current Report on Form 8-K (File No. 001-33160), filed October 5, 2020, Exhibit 4.2 (included as Exhibit A to Exhibit 4.1 thereto)
4.13	Fifth Supplemental Indenture, dated as of November 23, 2022, among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc., Spirit AeroSystems North Carolina, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee.	Current Report on Form 8-K (File No. 001-33160), filed November 23, 2022, Exhibit 4.3
4.14	First Supplemental Indenture, dated as of November 23, 2022, among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc., Spirit AeroSystems North Carolina, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent.	Current Report on Form 8-K (File No. 001-33160), filed November 23, 2022, Exhibit 4.4
4.15	Indenture, dated as of November 23, 2022, among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc., Spirit AeroSystems North Carolina, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent.	Current Report on Form 8-K (File No. 001-33160), filed November 23, 2022, Exhibit 4.1
4.16	Form of 9.375% Senior Secured First Lien Notes due 2029.	Current Report on Form 8-K (File No. 001-33160), filed November 23, 2022, Exhibit 4.1 (included as Exhibit A to Exhibit 4.1)
4.17	Indenture, dated as of November 13, 2023, among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc., Spirit AeroSystems North Carolina, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee.	Current Report on Form 8-K (File No. 001-33160), filed November 13, 2023, Exhibit 4.1
4.18	Form of 3.250% Exchangeable Senior Notes due 2028.	Current Report on Form 8-K (File No. 001-33160), filed November 13, 2023, Exhibit 4.2 (included as Exhibit A to Exhibit 4.1 thereto)
4.19	Indenture, dated as of November 21, 2023, among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc., Spirit AeroSystems North Carolina, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent.	Current Report on Form 8-K (File No. 001-33160), filed November 21, 2023, Exhibit 4.1
4.20	Form of 9.750% Senior Secured Second Lien Notes due 2030.	Current Report on Form 8-K (File No. 001-33160), filed November 21, 2023, Exhibit 4.2 (included as Exhibit A to Exhibit 4.1 thereto)
4.21	Sixth Supplemental Indenture, dated as of November 21, 2023, among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc., Spirit AeroSystems North Carolina, Inc. and The Bank of New York Mellon Trust, N.A., as trustee	Current Report on Form 8-K (File No. 001-33160), filed November 21, 2023, Exhibit 4.3
10.1	Form of Indemnification Agreement	Amendment No. 1 to Registration Statement on Form S-1/A (File No. 333-135486), filed August 29, 2006, Exhibit 10.14
10.2†	Spirit AeroSystems Holdings, Inc. Amended and Restated Deferred Compensation Plan, As Amended	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 6, 2011, Exhibit 10.34
10.3†	Spirit AeroSystems Holdings, Inc. Second Amended and Restated Director Stock Plan	Registration Statement on Form S-8 (File No. 333-150402), filed April 23, 2008, Exhibit 10.1
10.4†	Spirit AeroSystems Holdings, Inc. 2014 Omnibus Incentive Plan	Registration Statement on Form S-8 (File No. 333-195790), filed May 8, 2014, Exhibit 10.1.
10.5†	First Amendment to the Spirit AeroSystems Holdings, Inc. 2014 Omnibus Incentive Plan, dated January 25, 2017	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2017, Exhibit 10.1
10.6†	Second Amendment to the Spirit AeroSystems Holdings, Inc. 2014 Omnibus Incentive Plan, dated October 23, 2019	Annual Report on Form 10-K (File No. 001-33160), filed February 28, 2020, Exhibit 10.5

10.7†	Employment Agreement between Spirit AeroSystems, Inc. and Samantha Marnick, effective as of February 22, 2006 and annual Executive Compensation Letter, dated May 3, 2013	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 2, 2014, Exhibit 10.1
10.8†	Employment Agreement between Spirit AeroSystems, Inc. and Duane Hawkins, effective as of June 17, 2013	Annual Report on Form 10-K (File No. 001-33160), filed February 13, 2015, Exhibit 10.44
10.9†	Amendment to Employment Agreement between Spirit AeroSystems, Inc. and Duane Hawkins, effective as of June 17, 2013	Annual Report on Form 10-K (File No. 001-33160), filed February 13, 2015, Exhibit 10.45
10.10†	Employment Agreement, dated September 12, 2013, between Spirit AeroSystems, Inc. and Kevin Matthies	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 3, 2022, Exhibit 10.1
10.11†	Retirement Agreement and General Release between Spirit AeroSystems, Inc. and Duane Hawkins, dated January 16, 2023.	Current Report on Form 8-K (File No. 001-33160), filed January 16, 2023, Exhibit 10.1
10.12†	Employment Agreement, dated as of February 13, 2016, between Spirit AeroSystems, Inc. and Thomas C. Gentile III	Current Report on Form 8-K (File No. 001-33160), filed February 16, 2016, Exhibit 10.1
10.13†	Employment Agreement between Spirit AeroSystems, Inc. and Bill Brown, effective as of May 5, 2014	Annual Report on Form 10-K (File No. 001-33160), filed February 9, 2018, Exhibit 10.17
10.14†	Employment Agreement between Spirit AeroSystems, Inc. and Alan Young, effective as of November 8, 2013	*
10.15†	Service Agreement between Spirit AeroSystems, Inc. and Scott McLarty, effective as of December 16, 2011	*
10.16†	Employment Agreement, dated January 29, 2020, between Spirit AeroSystems, Inc. and Mark Suchinski.	Current Report on Form 8-K (File No. 001-33160), filed January 30, 2020, Exhibit 10.1
10.17†	Long-Term Incentive Program under the Spirit AeroSystems Holdings, Inc. 2014 Omnibus Incentive Plan, as amended and restated effective January 25, 2017	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2017, Exhibit 10.3
10.18†	Long-Term Incentive Program under the Spirit AeroSystems Holdings, Inc. 2014 Omnibus Plan, as amended and restated effective January 23, 2019	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 1, 2019, Exhibit 10.1
10.19†	Short-Term Incentive Program under the Spirit AeroSystems Holdings, Inc. 2014 Omnibus Incentive Plan, as amended and restated effective January 25, 2017	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2017, Exhibit 10.4
10.20†	Director Stock Program under the Spirit AeroSystems Holdings, Inc. 2014 Omnibus Incentive Plan, effective April 28, 2021	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2021, Exhibit 10.1
10.21†	Non-Employee Director Compensation Overview Effective with 2021-2022 Term	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 4, 2021, Exhibit 10.1
10.22†	Spirit AeroSystems Holdings, Inc. Supplemental Executive Retirement Plan, as amended and restated effective January 25, 2017	Annual Report on Form 10-K (File No. 001-33160), filed February 10, 2017, Exhibit 10.5
10.23†	Amended and Restated Employee Stock Purchase Plan, effective October 26, 2021	Annual Report on Form 10-K (File No. 001-33160), filed February 15, 2022, Exhibit 10.22
10.24†	Form of Time-Based Restricted Stock Award Agreement	Annual Report on Form 10-K (File No. 001-33160), filed February 28, 2020, Exhibit 10.20
10.25†	Form of Time-Based Restricted Stock Unit Award Agreement (U.S. Participants)	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2021, Exhibit 10.2
10.26†	Form of Performance-Based Restricted Stock Award Agreement	Annual Report on Form 10-K (File No. 001-33160), filed February 28, 2020, Exhibit 10.21
10.27†	Form of Performance-Based Restricted Stock Unit Award Agreement (U.S. Participants)	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2021, Exhibit 10.3

10.28†	Form of Non-Employee Director Award Agreement	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2021, Exhibit 10.4
10.29†	Form of Time-Based Restricted Stock Unit Award Agreement (Non-U.S. Participants)	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2021, Exhibit 10.5
10.30†	Form of Performance-Based Restricted Stock Unit Award Agreement (Non-U.S. Participants)	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2021, Exhibit 10.6
10.31††	Memorandum of Agreement, dated as of October 12, 2023, by and between Spirit AeroSystems, Inc. and The Boeing Company.	Current Report on Form 8-K (File No. 001-33160), filed October 18, 2023, Exhibit 10.1
10.32†	Separation Agreement and General Release, dated September 30, 2023, by and between Thomas C. Gentile III and Spirit AeroSystems, Inc.	Current Report on Form 8-K (File No. 001-33160), filed October 2, 2023, Exhibit 10.1
10.33†	Employment Agreement, dated September 30, 2023, by and between Patrick M. Shanahan and Spirit AeroSystems, Inc.	Current Report on Form 8-K (File No. 001-33160), filed October 2, 2023, Exhibit 10.2
10.34†	Perquisite Allowance Plan	*
10.35†	Second Amended and Restated Credit Agreement, dated as of July 12, 2018, among Spirit AeroSystems Inc., as borrower, Spirit AeroSystems Holdings, Inc., as parent guarantor, the lenders party thereto, Bank of America, N.A., as administrative agent, and the other agents named therein	Current Report on Form 8-K (File No. 001-33160), filed July 13, 2018, Exhibit 10.1
10.36	First Amendment to the Second Amended and Restated Credit Agreement, dated as of February 24, 2020, among Spirit AeroSystems, Inc., as borrower, Spirit AeroSystems Holdings, Inc., as parent guarantor, the lenders party thereto, Bank of America, N.A., as administrative agent and collateral agent.	Current Report on Form 8-K (File No. 001-33160), filed February 25, 2020, Exhibit 10.1
10.37	Delayed Draw Term Loan Credit Agreement, dated as of February 24, 2020, among Spirit AeroSystems, Inc., as borrower, Spirit AeroSystems Holdings, Inc., as parent guarantor, Spirit AeroSystems North Carolina, Inc., as subsidiary guarantor, and the lenders party thereto, Bank of America, N.A., as administrative agent.	Current Report on Form 8-K (File No. 001-33160), filed February 25, 2020, Exhibit 10.2
10.38	Second Amendment, dated as of March 30, 2020, to the Second Amended and Restated Credit Agreement among Spirit AeroSystems, Inc., as borrower, Spirit AeroSystems Holdings, Inc., as parent guarantor, the lenders party thereto, and Bank of America, N.A., as administrative agent and collateral agent.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 6, 2020, Exhibit 10.8
10.39	Third Amendment, dated as of April 10, 2020, to the Second Amended and Restated Credit Agreement among Spirit AeroSystems, Inc., as borrower, Spirit AeroSystems Holdings, Inc., as parent guarantor, the lenders party thereto, and Bank of America, N.A., as administrative agent and collateral agent.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 6, 2020, Exhibit 10.9
10.40	Fourth Amendment, dated as of April 13, 2020, to the Second Amended and Restated Credit Agreement among Spirit AeroSystems, Inc., as borrower, Spirit AeroSystems Holdings, Inc., as parent guarantor, the lenders party thereto, and Bank of America, N.A., as administrative agent and collateral agent.	Current Report on Form 8-K (File No. 001-33160), filed April 17, 2020, Exhibit 10.1
10.41	Fifth Amendment, dated as of April 20, 2020, to the Second Amended and Restated Credit Agreement among Spirit AeroSystems, Inc., as borrower, Spirit AeroSystems Holdings, Inc., as parent guarantor, the lenders party thereto, and Bank of America, N.A., as administrative agent and collateral agent.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 6, 2020, Exhibit 10.12

10.42	Sixth Amendment, dated as of July 31, 2020, to the Second Amended and Restated Credit Agreement among Spirit AeroSystems, Inc., as borrower, Spirit AeroSystems Holdings, Inc., as parent guarantor, Spirit AeroSystems North Carolina, Inc., as a guarantor, the lenders party thereto, and Bank of America, N.A., as administrative agent and collateral agent.	Current Report on Form 8-K (File No. 001-33160), filed August 3, 2020, Exhibit 10.1
10.43	Term Loan Credit Agreement, dated as of October 5, 2020, by and among Spirit AeroSystems, Inc., the lenders from time to time party thereto, and Bank of America, N.A., as administrative agent and collateral agent.	Current Report on Form 8-K (File No. 001-33160), filed October 5, 2020, Exhibit 10.1
10.44	First Refinancing, Incremental Assumption and Amendment Agreement, dated as of November 15, 2021, among Spirit AeroSystems, Inc., as borrower, Spirit AeroSystems Holdings, Inc. and Spirit AeroSystems North Carolina, Inc., each as a guarantor, the lenders party thereto, and Bank of America, N.A., as administrative agent.	Current Report on Form 8-K (File No. 001-33160), filed November 15, 2021, Exhibit 10.1
10.45	Second Refinancing Amendment to Term Loan Credit Agreement, dated as of November 23, 2022, among Spirit AeroSystems, Inc., the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as administrative agent.	Current Report on Form 8-K (File No. 001-33160), filed November 23, 2022, Exhibit 10.1
10.46††	General Terms Agreement (Sustaining and others), dated as of June 16, 2005, between The Boeing Company and Spirit AeroSystems, Inc. (f/k/a Mid-Western Aircraft Systems, Inc.)	Registration Statement on Form S-1 (File No. 333-135486), filed June 30, 2006, Exhibit 10.24
10.47††	Hardware Material Services General Terms Agreement, dated as of June 16, 2005, between The Boeing Company and Spirit AeroSystems, Inc. (f/k/a Mid-Western Aircraft Systems, Inc.)	Registration Statement on Form S-1 (File No. 333-135486), filed June 30, 2006, Exhibit 10.25
10.48††	Ancillary Know-How Supplemental License Agreement, dated as of June 16, 2005, between The Boeing Company and Spirit AeroSystems, Inc. (f/k/a Mid-Western Aircraft Systems, Inc.)	Registration Statement on Form S-1 (File No. 333-135486), filed June 30, 2006, Exhibit 10.26
10.49††	Sublease Agreement, dated as of June 16, 2005, among The Boeing Company, Boeing IRB Asset Trust and Spirit AeroSystems, Inc. (f/k/a Mid-Western Aircraft Systems, Inc.)	Registration Statement on Form S-1 (File No. 333-135486), filed June 30, 2006, Exhibit 10.27
10.50††	Special Business Provisions (Sustaining), as amended through February 6, 2013, between The Boeing Company and Spirit AeroSystems, Inc.	Annual Report on Form 10-K (File No. 001-33160), filed February 19, 2014, Exhibit 10.17
10.51††	Amendment 9 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems Inc., dated as of September 4, 2014	Quarterly Report on Form 10-Q (File No. 001-33160), filed October 31, 2014, Exhibit 10.1
10.52††	Amendment 10 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems Inc., dated as of September 26, 2014	Quarterly Report on Form 10-Q (File No. 001-33160), filed October 31, 2014, Exhibit 10.2
10.53††	Amendment 2, dated March 4, 2011, to General Terms Agreement (Sustaining and Others) between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 5, 2012, Exhibit 10.2
10.54††	Amendment 3, dated January 30, 2014, to General Terms Agreement (Sustaining and Others) between The Boeing Company and Spirit AeroSystems, Inc.	Annual Report on Form 10-K (File No. 001-33160), filed February 15, 2022, Exhibit 10.52
10.55	Amendment 4, dated January 18, 2021, to General Terms Agreement BCA-65530-0016 between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2021, Exhibit 10.11
10.56	Amendment 5, dated January 30, 2022, to General Terms Agreement BCA-65530-0016, dated June 17, 2005, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 4, 2022, Exhibit 10.1

10.57††	Amendment 6, dated July 10, 2023, to General Terms Agreement BCA-65530-0016, dated June 17, 2005, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 1, 2023, Exhibit 10.2
10.58	Amendment 7, dated December 21, 2023, to General Terms Agreement BCA-65530-0016, dated June 17, 2005, between The Boeing Company and Spirit AeroSystems, Inc.	*
10.59††	Memorandum of Agreement, between The Boeing Company and Spirit AeroSystems, Inc., made as of March 9, 2012, amending Special Business Provisions (Sustaining)	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 5, 2012, Exhibit 10.4
10.60††	Memorandum of Agreement (737 MAX Non-Recurring Agreement), between The Boeing Company and Spirit AeroSystems, Inc., made as of April 7, 2014, amending Spirit's long-term supply agreement with Boeing	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 1, 2014, Exhibit 10.2
10.61††	Memorandum of Agreement (Pricing Agreement), between The Boeing Company and Spirit AeroSystems, Inc., made as of April 8, 2014, amending Spirit's long-term supply agreement with Boeing	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 1, 2014, Exhibit 10.3
10.62††	Amendment 11 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems, Inc., dated as of March 10, 2015	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 1, 2015, Exhibit 10.1
10.63††	Amendment 12 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems, Inc., dated as of April 9, 2015	Quarterly Report on Form 10-Q (File No. 001-33160), filed July 31, 2015, Exhibit 10.1
10.64††	Amendment 13 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems, Inc., dated as of January 4, 2016	Annual Report on Form 10-K (File No. 001-33160), filed February 12, 2016, Exhibit 10.57
10.65††	Amendment 14 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems, Inc., dated as of April 21, 2015	Quarterly Report on Form 10-Q (File No. 001-33160), filed July 31, 2015, Exhibit 10.2
10.66††	Amendment 17 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems, Inc., dated as of December 23, 2015	Annual Report on Form 10-K (File No. 001-33160), filed February 12, 2016, Exhibit 10.58
10.67††	Amendment 20 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems, Inc., dated as of November 1, 2015	Annual Report on Form 10-K (File No. 001-33160), filed February 12, 2016, Exhibit 10.59
10.68††	Amendment 21 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems, Inc., dated as of May 9, 2016	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 5, 2016, Exhibit 10.4
10.69††	Amendment 22 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems, Inc., dated as of November 2, 2016	Annual Report on Form 10-K (File No. 001-33160), filed February 10, 2017, Exhibit 10.53
10.70††	Amendment 23 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems, Inc., dated as of December 16, 2016	Annual Report on Form 10-K (File No. 001-33160), filed February 10, 2017, Exhibit 10.54
10.71††	Amendment 24 to Special Business Provisions, between The Boeing Company and Spirit AeroSystems, Inc., dated as of December 20, 2016	Annual Report on Form 10-K (File No. 001-33160), filed February 10, 2017, Exhibit 10.55
10.72††	Amendment 25 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of March 16, 2017	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2017, Exhibit 10.7
10.73††	Amendment 26 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of March 23, 2017	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2017, Exhibit 10.8
10.74††	Amendment 27 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of March 31, 2017	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2017, Exhibit 10.9
10.75††	Amendment 28 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of June 22, 2017	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 4, 2017, Exhibit 10.1

10.76††	Amendment 29 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of July 20, 2017	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 4, 2017, Exhibit 10.2
10.77††	Amendment 30 to Special Business Provisions (SBP) MS-65530-0016, dated September 22, 2017, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 3, 2017, Exhibit 10.2
10.78††	Amendment 31 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of October 18, 2017	Annual Report on Form 10-K (File No. 001-33160), filed February 9, 2018, Exhibit 10.59
10.79††	Amendment 32 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of November 15, 2017	Annual Report on Form 10-K (File No. 001-33160), filed February 9, 2018, Exhibit 10.60
10.80††	Amendment 33 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of November 30, 2017	Annual Report on Form 10-K (File No. 001-33160), filed February 9, 2018, Exhibit 10.61
10.81††	Amendment 34 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of February 23, 2018	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 3, 2018, Exhibit 10.1
10.82††	Amendment 35 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of April 18, 2018	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 1, 2018, Exhibit 10.4
10.83††	Amendment 36 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of June 20, 2018	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 1, 2018, Exhibit 10.5
10.84††	Amendment 37 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of August 17, 2018	Quarterly Report on Form 10-Q (File No. 001-33160), filed October 31, 2018, Exhibit 10.1
10.85††	Collective Resolution Memorandum of Understanding between the Boeing Company and Spirit AeroSystems, Inc., dated as of August 1, 2017	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 4, 2017, Exhibit 10.3
10.86††	Amendment 38 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of November 1, 2018	Annual Report on Form 10-K (File No. 001-33160), filed February 2, 2019, Exhibit 10.67
10.87††	Amendment 39 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of November 2, 2018	Annual Report on Form 10-K (File No. 001-33160), filed February 2, 2019, Exhibit 10.68
10.88††	Collective Resolution 2.0 Memorandum of Agreement between the Boeing Company and Spirit AeroSystems, Inc., dated as of December 21, 2018	Annual Report on Form 10-K (File No. 001-33160), filed February 2, 2019, Exhibit 10.69
10.89††	Amendment 40 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of January 30, 2019	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 1, 2019, Exhibit 10.5
10.90††	Amendment 41 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of March 29, 2019	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 1, 2019, Exhibit 10.6
10.91††	Memorandum of Agreement between the Boeing Company and Spirit AeroSystems, Inc., 737 Production Rate Adjustments, dated as of April 12, 2019.	Quarterly Report on Form 10-Q (File No. 001-33160), filed July 31, 2019, Exhibit 10.1
10.92††	Amendment 43 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of May 22, 2019.	Quarterly Report on Form 10-Q (File No. 001-33160), filed July 31, 2019, Exhibit 10.2
10.93††	Amendment 44 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of July 19, 2019.	Quarterly Report on Form 10-Q (File No. 001-33160), filed October 31, 2019, Exhibit 10.1
10.94††	Amendment 45 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of October 3, 2019.	Annual Report on Form 10-K (File No. 001-33160), filed February 28, 2020, Exhibit 10.69
10.95††	Amendment 46 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of October 3, 2019.	Annual Report on Form 10-K (File No. 001-33160), filed February 28, 2020, Exhibit 10.70

10.96††	Amendment 47 to Special Business Provisions MS-65530-0016, between the Boeing Company and Spirit AeroSystems, Inc., dated as of May 5, 2020.	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 4, 2020, Exhibit 10.7
10.97††	Amendment 48 to Special Business Provisions (SBP) MS-65530-0016 between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2021, Exhibit 10.8
10.98††	Amendment 49 to Special Business Provisions (SBP) MS-65530-0016 between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 4, 2022, Exhibit 10.4
10.99††	Amendment 50 to Special Business Provisions (SBP) MS-65530-0016 between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 3, 2022, Exhibit 10.2
10.100††	Amendment 51 to Special Business Provisions (SBP) BCA-MS-65530-0016, dated January 4, 2023, by and between Spirit AeroSystems, Inc. and The Boeing Company.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 3, 2023, Exhibit 10.1
10.101††	Amendment 52, dated December 21, 2023, to Special Business Provisions MS-65530-0016, dated June 16, 2005, between The Boeing Company and Spirit AeroSystems, Inc.	*
10.102††	Memorandum of Agreement, dated February 6, 2020, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 6, 2020, Exhibit 10.13
10.103††	737 Production Rate Adjustment and Other Settlements Memorandum of Agreement, dated May 5, 2020, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 4, 2020, Exhibit 10.6
10.104††	B787 General Terms Agreement BCA-65520-0032 between The Boeing Company and Spirit AeroSystems, Inc., conformed to incorporate the General Terms Agreement, dated June 16, 2005, Amendment 1 thereto, dated June 19, 2009, and Amendment 2 thereto, dated May 12, 2011	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 3, 2017, Exhibit 10.3
10.105	Amendment 3, dated January 19, 2021, to General Terms Agreement BCA-65520-0032 Between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2021, Exhibit 10.10
10.106	Amendment 4, dated December 21, 2023, to General Terms Agreement BCA-65520-0032, dated June 16, 2005, between The Boeing Company and Spirit AeroSystems, Inc.	*
10.107††	B787 Special Business Provisions BCA-MS-65530-0019, dated August 20, 2012, between The Boeing Company and Spirit AeroSystems, Inc., conformed to incorporate the Special Business Provisions, dated June 16, 2005, and Amendments 1 through 19 thereto	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 3, 2017, Exhibit 10.4
10.108††	Amendment 20 to B787 Special Business Provisions BCA-MS-65530-0019, dated June 5, 2013, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 3, 2017, Exhibit 10.5
10.109††	Amendment 21 to B787 Special Business Provisions BCA-MS-65530-0019, dated July 1, 2014, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 3, 2017, Exhibit 10.6
10.110††	Amendment 22 Revision 1 to B787 Special Business Provisions BCA-MS-65530-0019, dated December 4, 2014, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 3, 2017, Exhibit 10.7
10.111††	Amendment 23 to B787 Special Business Provisions BCA-MS-65530-0019, dated August 3, 2015, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 3, 2017, Exhibit 10.8

10.112††	Amendment 24 to B787 Special Business Provisions BCA-MS-65530-0019, dated December 16, 2015, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 3, 2017, Exhibit 10.9
10.113††	Amendment 25 to B787 Special Business Provisions (SBP) BCA-MS-65530-0019, dated September 22, 2017, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 3, 2017, Exhibit 10.10
10.114††	Amendment 26 to B787 Special Business Provisions (SBP) BCA-MS-65530-0019, dated December 14, 2017, between The Boeing Company and Spirit AeroSystems, Inc.	Annual Report on Form 10-K (File No. 001-33160), filed February 9, 2018, Exhibit 10.71
10.115††	Amendment 27 to B787 Special Business Provisions BCA-MS-65530-0019, between The Boeing Company and Spirit AeroSystems, Inc., dated as of August 17, 2018	Quarterly Report on Form 10-Q (File No. 001-33160), filed October 31, 2018, Exhibit 10.2
10.116††	Amendment 28 to B787 Special Business Provisions (SBP) BCA-MS-65530-0019, between The Boeing Company and Spirit AeroSystems, Inc., dated as of January 30, 2019	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 1, 2019, Exhibit 10.4
10.117††	Amendment 29 to B787 Special Business Provisions (CBP) BCA-MS-65530-0019, between the Boeing Company and Spirit AeroSystems, Inc., dated as of May 14, 2019.	Quarterly Report on Form 10-Q (File No. 001-33160), filed July 31, 2019, Exhibit 10.3
10.118††	Amendment 30 to B787 Special Business Provisions (CBP) BCA-MS-65530-0019, between the Boeing Company and Spirit AeroSystems, Inc., dated as of August 12, 2019.	Quarterly Report on Form 10-Q (File No. 001-33160), filed October 31, 2019, Exhibit 10.2
10.119††	Amendment 31 to B787 Special Business Provisions (CBP) BCA-MS-65530-0019, between the Boeing Company and Spirit AeroSystems, Inc., dated as of October 3, 2019.	Annual Report on Form 10-K (File No. 001-33160), filed February 28, 2020, Exhibit 10.84
10.120††	Amendment 32 to B787 Special Business Provisions (CBP) BCA-MS-65530-0019, between the Boeing Company and Spirit AeroSystems, Inc., dated as of April 15, 2020.	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 4, 2020, Exhibit 10.8
10.121††	Amendment 33 to Special Business Provisions (SBP) BCA-MS-65530-0019 between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2021, Exhibit 10.9
10.122††	Amendment No. 34 to Special Business Provisions (SBP) BCA-MS-65530-0019, dated June 30, 2021, by and between Spirit AeroSystems, Inc. and The Boeing Company	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 4, 2021, Exhibit 10.2
10.123††	Amendment No. 35 to Special Business Provisions (SBP) BCA-MS-65530-0019, dated June 30, 2021, by and between Spirit AeroSystems, Inc. and The Boeing Company	Annual Report on Form 10-K (File No. 001-33160), filed February 15, 2022, Exhibit 10.113
10.124††	Amendment 36 to Special Business Provisions (SBP) BCA-MS-65530-0019, dated February 9, 2022, by and between Spirit AeroSystems, Inc. and The Boeing Company	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 4, 2022, Exhibit 10.3
10.125††	Amendment 37, dated August 24, 2022, to Special Business Provisions (SBP) BCA-MS-65530-0019, dated June 16, 2005, by and between Spirit AeroSystems, Inc. and The Boeing Company	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 3, 2022, Exhibit 10.1
10.126††	Amendment 38, dated July 10, 2023, to Special Business Provisions BCA-MS-65530-0019, dated June 16, 2005, between The Boeing Company and Spirit AeroSystems, Inc.	Quarterly Report on Form 10-Q (File No. 001-33160), filed November 1, 2023, Exhibit 10.1
10.127††	Amendment 39, dated December 21, 2023, to Special Business Provisions BCA-MS-65530-0019, dated June 16, 2005, between The Boeing Company and Spirit AeroSystems, Inc.	*

10.128	737 Recalculated Pre-Payment Letter Agreement, dated February 5, 2021, by and between Spirit AeroSystems, Inc. and The Boeing Company	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 4, 2021, Exhibit 10.3
10.129††	Agreement for the Sale and Purchase of (1) the Entire Issued Share Capital of Short Brothers plc and Bombardier Aerospace North Africa SAS and (2) Certain Other Assets, dated October 31, 2019, by and between Bombardier Inc., Bombardier Aerospace UK Limited, Bombardier Finance Inc., Bombardier Services Corporation, Spirit AeroSystems Global Holdings Limited, and Spirit AeroSystems, Inc.	Annual Report on Form 10-K (File No. 001-33160), filed February 28, 2020, Exhibit 10.94
10.130	Deed of Amendment, dated as of October 16, 2020, by and among Spirit AeroSystems, Inc. and Spirit AeroSystems Global Holdings Limited, and Bombardier Inc., Bombardier Aerospace UK Limited, Bombardier Finance Inc. and Bombardier Services Corporation.	Current Report on Form 8-K (File No. 001-33160), filed October 30, 2020, Exhibit 10.2
10.131	Amendment, dated as of October 26, 2020, by and among Spirit AeroSystems, Inc., and Spirit AeroSystems Global Holdings Limited, and Bombardier Inc., Bombardier Aerospace UK Limited, Bombardier Finance Inc. and Bombardier Services Corporation.	Current Report on Form 8-K (File No. 001-33160), filed October 26, 2020, Exhibit 10.1)
10.132†	Separation Agreement and General Release, dated as of January 26, 2023, by and among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc. and Kevin Matthies.	Current Report on Form 8-K (File No. 001-33160), filed January 27, 2023, Exhibit 10.1)
10.133†	Amended and Restated Employee Stock Purchase Plan, effective October 21, 2022.	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 3, 2023, Exhibit 10.2
10.134†	Amended and Restated 2014 Omnibus Incentive Plan.	Quarterly Report on Form 10-Q (File No. 001-33160), filed August 2, 2023, Exhibit 10.1
10.135	Separation Agreement and General Release, dated November 30, 2023, by and between Samantha J. Marnick and Spirit AeroSystems, Inc.	Current Report on Form 8-K (File No. 001-33160), filed December 1, 2023, Exhibit 10.1
10.136†	Spirit AeroSystems Holdings, Inc. amended and restated 2014 omnibus incentive plan form of time-based restricted stock unit award agreement	*
10.137†	Spirit AeroSystems Holdings, Inc. amended and restated 2014 omnibus incentive plan form of performance-based restricted stock unit award agreement	*
21.1	Subsidiaries of Spirit AeroSystems Holdings, Inc.	*
22.1	Guarantors and Issuers of Guaranteed Securities	Quarterly Report on Form 10-Q (File No. 001-33160), filed May 5, 2021, Exhibit 22.1
23.1	Consent of Ernst & Young LLP	*
31.1	Certification of Chief Executive Officer pursuant to Section 302 of Sarbanes-Oxley Act of 2002	*
31.2	Certification of Chief Financial Officer pursuant to Section 302 of Sarbanes-Oxley Act of 2002	*
32.1	Certification of Chief Executive Officer pursuant to Section 906 of Sarbanes-Oxley Act of 2002	**
32.2	Certification of Chief Financial Officer pursuant to Section 906 of Sarbanes-Oxley Act of 2002	**
97	Spirit AeroSystems Holdings, Inc. Mandatory Recoupment Policy.	*
101.INS@	XBRL Instance Document	*
101.SCH@	XBRL Taxonomy Extension Schema Document	*
101.CAL@	XBRL Taxonomy Extension Calculation Linkbase Document	*
101.DEF@	XBRL Taxonomy Extension Definition Linkbase Document	*

101.LAB@	XBRL Taxonomy Extension Label Linkbase Document	*
101.PRE@	XBRL Taxonomy Extension Presentation Linkbase Document	*

---

† Indicates management contract or compensation plan or arrangement

†† Indicates that confidential portions of the exhibit have been omitted in accordance with the rules of the Securities and Exchange Commission

* Filed herewith

** Furnished herewith

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wichita, State of Kansas on February 22, 2024.

SPIRIT AEROSYSTEMS HOLDINGS, INC.

By: /s/ Mark J. Suchinski

Mark J. Suchinski
Senior Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1934, this Annual Report on Form 10-K has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Patrick M. Shanahan Patrick M. Shanahan	President and Chief Executive Officer (Principal Executive Officer)	February 22, 2024
/s/ Mark J. Suchinski Mark J. Suchinski	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	February 22, 2024
/s/ Damon C. Ward Damon C. Ward	Vice President, Corporate Controller (Principal Accounting Officer)	February 22, 2024
/s/ Robert D. Johnson Robert D. Johnson	Director, Chairman of the Board	February 22, 2024
/s/ Stephen A. Cambone Stephen A. Cambone	Director	February 22, 2024
/s/ Irene M. Esteves Irene M. Esteves	Director	February 22, 2024
/s/ William A. Fitzgerald William A. Fitzgerald	Director	February 22, 2024
/s/ Paul E. Fulchino Paul E. Fulchino	Director	February 22, 2024
/s/ James R. Ray James R. Ray	Director	February 22, 2024
/s/ Ronald T. Kadish Ronald T. Kadish	Director	February 22, 2024
/s/ John L. Plueger John L. Plueger	Director	February 22, 2024
/s/ Laura H. Wright Laura H. Wright	Director	February 22, 2024

Exhibit 4.2

DESCRIPTION OF CAPITAL STOCK

The following description summarizes the material terms of our capital stock and provisions of our amended and restated certificate of incorporation and by-laws. Because this is only a summary, it does not contain all of the information that may be important to you. For a complete description, you should refer to our amended and restated certificate of incorporation and by-laws and to the applicable provisions of the Delaware General Corporation Law, or the DGCL. References to our certificate of incorporation and to our by-laws are references to these documents, as amended and restated.

Overview

Our authorized capital stock consists of:

- 200,000,000 shares of class A common stock ("common stock"), par value $0.01 per share, and
- 10,000,000 shares of preferred stock, par value $0.01 per share.

Common Stock

Voting Rights. On all matters with respect to which the holders of our common stock are entitled to vote, each outstanding share of common stock is entitled to one vote

Dividend Rights. Subject to preferences that may apply to shares of preferred stock outstanding at the time, holders of our outstanding common stock are entitled to any dividend declared by the board of directors out of funds legally available for this purpose.

Preemptive, Conversion or Similar Rights. Holders of our common stock are not entitled to preemptive, conversion or other similar rights to purchase any of our securities.

Right to Receive Liquidation Distributions. Upon our voluntary or involuntary liquidation, dissolution or winding up, the holders of our common stock are entitled to receive pro rata our assets which are legally available for distribution, after payment of all debts and other liabilities and subject to the rights of any holders of preferred stock then outstanding, to the holders of our common stock.

Other Provisions. There are no redemption provisions or sinking fund provisions applicable to the common stock, nor is the common stock subject to calls or assessments by us.

NYSE Listing. Our common stock is listed on the NYSE under the symbol "SPR".

Preferred Stock

Our board of directors may, without further action by our stockholders, from time to time, direct the issuance of up to 10,000,000 shares of preferred stock in series and may, at the time of issuance, determine the rights, preferences and limitations of each series. Satisfaction of any dividend preferences of outstanding shares of preferred stock would reduce the amount of funds available for the payment of dividends on shares of our common stock. Holders of shares of preferred stock may be entitled to receive a preference payment in the event of our liquidation, dissolution or winding-up before any payment is made to the holders of shares of our common stock. Under specified circumstances, the issuance of shares of preferred stock may render more difficult or tend to discourage a merger, tender offer or proxy contest, the assumption of control by a holder of a large block of our securities or the removal of incumbent management. Upon the affirmative vote of a majority of the total number of directors then in office, the board of directors, without stockholder approval, may issue shares of preferred stock with voting and conversion rights which could adversely affect the holders of shares of our common stock. There are no shares of preferred stock outstanding, and we have no present intention to issue any shares of preferred stock.

Anti-Takeover Effects of our Certificate of Incorporation and By-Laws

Our certificate of incorporation and by-laws contain provisions that are intended to enhance the likelihood of continuity and stability in the composition of our board of directors.

These provisions also may have the effect of delaying, deferring or preventing a future takeover or change in control unless the takeover or change in control is approved by our board of directors.

Undesignated Preferred Stock

The ability to authorize undesignated preferred stock makes it possible for our board of directors to issue one or more series of preferred stock with voting or other rights or preferences that could impede the success of any attempt to change control of us. This ability may have the effect of deferring hostile takeovers or delaying changes in control or management of our company.

Advance Notice Requirements for Stockholder Proposals and Directors Nominations

Our by-laws provide that stockholders seeking to bring business before an annual or special meeting of stockholders, or to nominate candidates for election as directors at an annual or special meeting, must provide timely notice of their intent in writing. To be timely, a stockholder's notice must be received at our principal executive offices not later than (a) in connection with an annual meeting, 120 days prior to the anniversary of the date of the immediately preceding annual meeting; *provided*, that if the date of the annual meeting is more than 30 days before or after the anniversary date of the immediately preceding annual meeting, such notice must be received within 15 days after the public announcement by the company of the date of the annual meeting or (b) in connection with a special meeting, the close of business on the 15th day following the date on which notice of such special meeting is first given to stockholders or public disclosure of the meeting is made (whichever occurs earlier) . Our by-laws also specify certain requirements as to the form and content of a stockholder's notice. These provisions may have the effect of precluding our stockholders from bringing matters before a meeting or from making nominations for directors if the proper procedures are not followed or may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect a slate of directors or otherwise attempting to obtain control of the company.

Call of Special Meetings

Our by-laws provide that, except as otherwise required by law, special meetings of the stockholders may be called only by the board of directors, our chief executive officer, our secretary or record holders of our common stock having not less than 10% of the voting power of all our outstanding common stock upon written request to the secretary. Our by-laws impose certain requirements as to the eligibility of stockholders seeking to call a special meeting and the form and context of a stockholder's written request. Stockholders are not otherwise permitted to call a special meeting or to require the board of directors to call a special meeting.

Filling of Board Vacancies

Our by-laws authorize only our board of directors to fill vacancies between meetings of the company's stockholders, including vacancies resulting from newly created directorships or the resignation or removal of directors. This may deter a stockholder from increasing the size of our board and gaining control of our board of directors by filling the resulting vacancies with its own nominees.

Additional Certificate of Incorporation and By-Law Provisions

Stockholder Action by Written Consent

Any action required or permitted to be taken at an annual or special stockholders' meeting may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so

taken, are signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Such consents must be delivered to us in the manner prescribed by the DGCL.

Delaware "Business Combination" Statute

We have elected not to be subject to Section 203 of the DGCL, which generally prohibits a publicly held Delaware corporation from engaging in various "business combination" transactions with any "interested stockholder" for a period of three years after the date of the transaction in which the person became an "interested stockholder," unless the transaction is approved by the board of directors before that person becomes an "interested stockholder" or another exception is available. A "business combination" includes mergers, asset sales and other transactions resulting in a financial benefit to a stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns (or within three years, did own) 15% or more of a corporation's voting stock. The statute is intended to prohibit or delay the accomplishment of mergers or other takeover or change in control attempts that do not receive the prior approval of the board of directors. By virtue of our decision to elect out of the statute's provisions, the statute does not apply to us, but we could elect to be subject to Section 203 in the future by amending our certificate of incorporation.

Forum Selection for Certain Lawsuits

Our by-laws provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will be, to the fullest extent permitted by law, the sole and exclusive forum for any (i) derivative action or proceeding brought on our behalf, (ii) action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, creditors or other constituents, (iii) action asserting a claim arising pursuant to any provision of the DGCL, our certificate of incorporation or our by-laws or (iv) action asserting a claim against us or any of our directors, officers or other employees governed by the internal affairs doctrine; provided, however, that, in the event that the Court of Chancery of the State of Delaware lacks jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding will be the United States District Court for the District of Delaware. Our by-laws also provide that any person or entity purchasing or otherwise acquiring or holding any interest in shares of our capital stock will be deemed to have notice of and consented to this forum selection provision.

Amendments to our Certificate of Incorporation and By-laws

Except where our board of directors is permitted by law or by our certificate of incorporation to act without any action by our stockholders, provisions of our certificate of incorporation may not be adopted, repealed, altered or amended, in whole or in part, without the approval of a majority of the outstanding stock entitled to vote thereon and a majority of the outstanding stock of each class entitled to vote thereon as a class. The holders of the outstanding shares of a particular class of our capital stock are entitled to vote as a class upon any proposed amendment of our certificate of incorporation that would alter or change the relative powers, preferences or participating, optional or other special rights of the shares of such class so as to affect them adversely relative to the holders of any other class. Our by-laws may be amended or repealed and new by-laws may be adopted by a vote of the holders of a majority of the voting power of our common stock or, except to the extent relating to board action related to certain business transactions under the DGCL, the removal of directors and the filling of vacancies on the board of directors, by the board of directors. Any by-laws adopted or amended by the board of directors may be amended or repealed by the stockholders entitled to vote thereon.

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [****], HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of November 8th, 2013 (the "*Effective Date*") by Spirit AeroSystems, Inc., a Delaware corporation *("we," "us," "our,"* and other similar pronouns), and Alan Young (*"you," "yours,"* and other similar pronouns). Other parent company is Spirit AeroSystems Holdings, Inc. (*"Holdings"*), and references in this Agreement to *"Spirit"* mean us and Holdings collectively.

Recitals

A. We are engaged in the manufacture, fabrication, maintenance, repair, overhaul, and modification of aerostructures and aircraft components, and market and sell our products and services to customers throughout the world (together with any other businesses in which Spirit may in the future engage, by acquisition or otherwise, the *"Business"*).

B. We have agreed to employ you as our Chief Procurement Officer, and you have agreed to accept such employment in accordance with the terms and conditions of this Agreement.

C. In the course of performing your duties for us, you are likely to acquire confidential and proprietary information belonging to us, our customers, and our suppliers, develop relationships that are vital to our Business and goodwill, and acquire other important assets in which we have a protectable interest, and you have agreed to the covenants in this Agreement required to protect those assets.

Agreement

In consideration of the foregoing and representations, warranties and mutual covenants herein, you and we agree as follows:

1. **Employment**

(a) ***Positions and Responsibility*** We agree to employ you as our VP – SCM, to perform such duties in and about our Business as are appropriate for a person in such position, which may include serving as an executive officer or member of the board of directors of any other affiliated company at our request. The job title and duties referred to in the preceding sentence may be changed by us in our sold discretion at any time. Your office will be at our headquarters in Wichita, KS. You will devote your full time to this employment.

(b) ***Employment Period*** Your employment will commence on the Effective Date, will continue for a period of two years after the Effective Date (the *"Initial Term"*), and will be automatically extended for successive one-year periods thereafter (each a *"Renewal Term"*), unless either of us provides the other with written notice at least ninety days in advance of the expiration of the Initial Term or the then-current Renewal Term, as applicable, that such period will not be so extended (the Initial Term and any Renewal Term are, collectively, the *"Employment Period"*). In all cases, your employment is subject to earlier termination as provided in this Agreement.

2. **Performance**

You will devote your best efforts and abilities to faithfully preserve and advance our Business, welfare, and best interest. You will strictly comply with all Spirit rules, policies, and procedures in effect and as amended from time to time, including, but not limited to, our Code of Ethical Business Conduct, Insider Trading Policy, Anti-Bribery Policy, Related Person Transaction Policy, Special Security Agreement, and internal and disclosure controls; follow all applicable U.S. and foreign laws and regulations; and be governed by our decisions and instructions consistent with the duties assigned to you.

3. **Compensation**

Except as otherwise provided herein, for all services to be performed by you in any capacity, including without limitation any services as an officer, director, member of any committee, or any other duties assigned to you, during the Employment Period we will pay or provide you with the following, and you will accept the same, as compensation for your covenants in and performance of your duties under this Agreement:

(a) ***Base Salary*** You will be entitled to an annual salary of $275,000 (*"Base Salary")*, which will be paid in accordance with our policies and procedures. The Base Salary may be changed from time to time on a discretionary basis or based upon your and/or our performance or such other factors as the Board or the Board's compensation committee (*"Committee"*) deems appropriate in its sole discretion.

(b) ***Sign On Bonuses***

(i) *Signing Bonus – Cash* In consideration of entering into this Agreement, you will receive a cash bonus of $90,000 (the *"signing Bonus"*), payable as soon as administratively practicable after the Effective Date. Payment of the Signing Bonus is conditioned upon you being employed on the date payment is made and remaining employed by us for a period of not less than one year after the Effective Date. If the foregoing condition precedent is not satisfied, the Signing Bonus must be immediately repaid to us, except that you will not be required to repay any amount if you are terminated by us without Cause. In the event of your termination under circumstances that require repayment of the signing Bonus, we may deduct from your paycheck(s) (or other amounts owed to you) an amount equal to the amount due to be repaid. To the extent such deductions are not sufficient to fully reimburse us, you will remain obligated to pay us in full for such amounts still due and owing.

(ii) *Signing Bonus – Restricted Stock* Subject to approval by the Holdings board of directors, in consideration of entering into this Agreement, we will grant you a one-time aware of $192,500 of restricted stock, (the *"Bonus Shares"*) under the Spirit AeroSystems Holdings, Inc. Long-Term Incentive Plan, as amended or restated from time to time (the *"LTIP"*), subject to the terms and provisions of the LTIP and this Section 3(b). The Bonus Shares will vest in accordance with the following vesting schedule:

Years of Service After Effective Grant Date	Percent Vested in Bonus Shares
Less than 2	0%
2 but less than 3	33%
3 but less than 4	66%
4 or more	100%

For purposes of this vesting schedule, the "Effective Grant Date" will be May 7, 2013, which is the same date grants of shares under the LTIP were made to the broad class of LTIP participants for 2013, with the effect that the Bonus Shares will vest on the same schedule as the shares previously awarded to the broad class of LTIP participants for 2013. You will be credited with a year of service after the Effective Grant Date for each 12-month period after the Effective Grant Date during which you are continuously performing services (or deemed to be continuously performing services) for us.

(iii) *Number of Shares* For purposes of determining the number of shares of stock to be granted in connection with the award described in the foregoing clause (ii), the total dollar value of the award will be divided by an amount equal to the average of the opening value and the closing value of a share of our Class A common stock traded on the New York Stock Exchange, as determined on the third trading day after the date on which we publicly announce our earnings for the third fiscal quarter of 2013. The number of shares so determined with respect to each award will be rounded up to the nearest whole number.

(c) ***Short-Term Incentive Plan*** You are eligible to participate in the Spirit AeroSystems Holdings, Inc. Short-Term Incentive Plan, as amended or restated from time to time (*"STIP"*), pursuant to and in accordance with the terms and conditions of the STIP. Your STIP award opportunity will be 75% of Base Salary if target performance goals are reached and 150% of Base Salary if outstanding performance goals are reached. If target performance goals are not reached, you will be entitled to such incentive compensation, if any, as is otherwise provided by the STIP and our policies. In addition to the foregoing, we agree that (i) for the 2013 plan year, you will be entitled to an incentive compensation award under the STIP of not less than 75% of Base Salary; and (ii) the amount you are entitled to receive for the year 2013 plan year will not be prorated due to service for less than the full 2013 plan year.

(d) ***Long-Term Incentive Plan*** You are eligible to participate in annual awards under the LTIP granted by the Board or the Committee, pursuant to and in accordance with the terms and conditions of the LTIP, as amended or restated from time to time. Each year of the Initial Term, you will receive an annual LTIP award equal to 70% of Base Salary. Your annual LTIP awards will be granted at the time and on the terms that we grant annual LTIP awards to our other executives.

(e) ***Nonqualified Deferred Compensation Plan*** You are eligible to participate in the Spirit AeroSystems Holdings, Inc. Amended and Restated Deferred Compensation Plan, as amended or restated from time to time (*"DCP"*), subject to and in accordance with the terms and provisions of the DCP. You may elect to voluntarily defer compensation under the DCP in

accordance with the terms and conditions of the DCP and the plan administrator's policies and procedures.

(f) ***Other Benefit Plans*** You will also be eligible to participate in other executive benefit plans, policies, practices, and arrangements in which one or more of our senior executives is eligible to participate from time to time, including without limitation (i) any defined benefit or defined contribution retirement plan, excess or supplementary plan, profit-sharing plan, savings plan, health and dental plan, disability plan, survivor-income and life-insurance plan, executive financial planning program, or other arrangement, or any successors thereto; (ii) any perquisite allowance or reimbursement arrangement the Board or Committee may adopt; and (iii) such other benefit plans as we may establish or maintain from time to time (collectively *"Benefit Plans"*). Your entitlement to any other compensation or benefits will be determined in accordance with the terms and conditions of the Benefit Plans and other applicable programs, practices, and arrangements then in effect.

(g) ***Earned Time Off*** You will be provided with earned time off and 12 paid holidays each year in accordance with our policies and practices in effect from time to time. Notwithstanding any contrary policy or practice, however, 10 days of earned time off will be immediately available to you upon the Effective Date.

(h) ***Fringe Benefits*** You will be provided with all other fringe benefits and perquisites awarded by the Board or Committee for your position level from time to time.

(i) ***Withholding Taxes*** We will have the right to deduct from all payments made to you hereunder any federal, state, local and foreign taxes required by law to be withheld.

(j) ***Expenses*** During your employment, we will promptly pay or reimburse you for all reasonable out-of-pocket expenses incurred by you in the performance of your duties, in accordance with our policies and procedures then in effect.

The payment or reimbursement of expenses described in this Section 3(j) are not intended to provide for the deferral of compensation within the meaning of Code Section 409A because all such expenses are to be paid or reimbursed currently and/or will be tax-free. To the extent such expenses are deemed to provide for the deferral of compensation within the meaning of Code Section 409A, they are intended to meet the requirements of a specified date or a fixed schedule of payments, and this reimbursement provision will be interpreted and applied in a manner consistent with such requirements. The right to payment of, or reimbursement for, expenses is not subject to liquidation or exchange for any other benefit.

4. **Restrictions**

(a) ***Acknowledgements*** You acknowledge and agree that (i) during the Employment Period, because of the nature of your responsibilities and the resources provided by us, you will acquire and/or develop valuable and confidential skills, information, trade secrets, and relationships with respect to our Business; (ii) you may develop on our behalf a personal relationship with various persons, including but not limited to representatives of customers and suppliers, where you may be a principal or our only contact with such persons, and as a consequence , you will occupy a position of trust and confidence to us; (iii) the Business involves the manufacturing, marketing, and

sale of our products and services to customers throughout the world, our competitors, both in the United States and internationally, consist of both domestic and international businesses, and the services to be performed by you involve aspects of both our domestic and international business; and (iv) it would be impossible or impractical for you to perform your duties without access to our confidential and proprietary information and contact with persons who are valuable to our Business and goodwill.

(b) ***Reasonableness*** In view of the foregoing and in consideration of the remuneration to be paid to you, you agree that it is reasonable and necessary for the protection of our Business and goodwill that you undertake the covenants in this Section 4 regarding your conduct during and subsequent to your employment by us, and acknowledge we will suffer irreparable injury if you engage in any conduct prohibited by this Section 4.

(c) ***Non-Compete*** During the Employment Period and for a period of (1) in the case of involuntary termination without Cause, one year after termination of employment, and (2) in the case of termination of employment for any other reason, two years after such termination of employment, neither you nor any individual, corporation, partnership, limited liability company, trust, estate, joint venture, or other organization or association (*"Person"*) with your assistance nor any Person in which you directly or indirectly have any interest of any kind (without limitation) will, anywhere in the world, directly or indirectly own, manage, operate, control, be employed by, serve as an officer or director of, solicit sales for, invest in, participate in, advise, consult with, or be connected with the ownership, management, operation, or control of any business that is engaged, in whole or in part, in the Business, or any business that is competitive with the Business or any portion thereof, except for our exclusive benefit. You will not be deemed to have breached the provisions of this Section 4(c) solely by holding, directly or indirectly, not greater than 2% of the outstanding securities of a company listed on a national securities exchange.

(d) ***Non-Solicitation*** During the Employment Period and for a period of (1) in the case of involuntary termination without Cause, one year after termination of employment, and (2) in the case of termination of employment for any other reason, two years after such termination of employment, neither you nor any Person with your assistance nor any Person in which you directly or indirectly have an interest of any kind (without limitation) will, directly or indirectly (A) solicit or take any action to induce any employee to quit or terminate their employment with us or our affiliates; or (B) employ as an employee, independent contractor, consultant, or in any other position any person who was an employee of ours or our affiliates during the aforementioned period.

(e) ***Confidentiality***

(i) *Confidential Information* For purposes of this Agreement, *"Confidential Information"* means any information (whether in written, oral, graphic, schematic, demonstration, or electronic format, whether or not specifically marked or identified as confidential, and whether obtained by you before or after the Effective Date), not otherwise publicly disposed by Spirit, regarding (without limitation) Spirit, its Business, customers, suppliers, business partners, prospects, contacts, contractual arrangements, discussions, negotiations, evaluations, labor negotiations, bids, proposals, aircraft programs, costs, pricing, financial condition or results, plans, strategies, governmental relations, projections, analyses, methods, processes, models, tooling, know-how, trade secrets, discoveries, research, developments, inventions, engineering, technology,

proprietary information, intellectual property, designs, computer software, intelligence, legal or regulatory compliance, accounting decisions, opportunities, challenges, and any other information of a confidential or proprietary nature. Notwithstanding the foregoing, Confidential Information will not include any information that (A) you are required to disclose by the order of a court or administrative agency, subpoena, or other legal or administrative demand, so long as (1) you give us written notice and an opportunity to contest or seek confidential treatment of such disclosure; and (2) you fully cooperate at our expense with any such contest or confidential treatment request; (B) has been otherwise publicly disclosed or made publicly available by Spirit; or (C) was obtained by you in good faith after your employment with us ended from a source that was under no obligation of confidentiality to Spirit or any customer or supplier.

(ii) *Non-Use and Non-Disclosure* Without our express written consent, you will not at any time (whether during the Employment Period or after any termination of your employment for any reason) use for any purpose (other than for our exclusive benefit) or disclose to any Person (except at our direction) any Confidential Information.

(f) ***Effect of Breach*** You agree that a breach of this Section 4 cannot adequately be compensated by money damages and, therefore, we will be entitled, in addition to any other right or remedy available to us (including, but not limited, to an action for damages, accounting, or disgorgement of profit), to an injunction restraining such breach or a threatened breach and to specific performance of such provisions, and you consent to the issuance of such injunction and the ordering of specific performance without the requirement for us to post a bond or other security or to prove lack of an adequate remedy at law.

(g) ***Other Rights Preserved*** Nothing in this Section 4 eliminates or diminishes rights we may have with respect to the subject matter hereof under other agreements, our governing documents or statutes, or provisions of law (including, but not limited to common law and the Uniform Trade Secrets Act), equity, or otherwise. Without limiting the foregoing, this Section 4 does not limit any rights we may have under any Spirit policies or any agreements with you regarding Confidential Information.

5. **Termination** Your employment with us will terminate upon the following circumstances:

(a) ***Without Cause*** At any time at the election of either you or us for any reason or no reason, without Cause, but subject to the provisions of this Agreement. It is expressly understood that your employment is strictly *"at will."*

(b) ***Cause*** At any time at our election for Cause.

"Cause" for this purpose means (i) your commission of a material breach of this Agreement or acts involving fraud, material and intentional dishonesty, material and intentional unauthorized disclosure of Confidential Information, the commission of a felony or other crime involving moral turpitude, or material violation of Spirit policies; (ii) direct and deliberate acts constituting a material breach of your duty of loyalty to Spirit; (iii) your refusal or material failure (other than by reason of your serious physical or mental illness, injury, or medical condition) to perform your job duties and responsibilities, including, but not limited to, any duties or

responsibilities reasonably assigned to you by the Board, if such refusal, or failure is not remedied within 30 days after you receive written notice thereof from the Board; (iv) your material underperformance, as reflected in two consecutive written performance reviews provided to you not less than 6 months apart; or (v) your inability to obtain and maintain the appropriate level of United States security clearance.

(c) ***Death or Disability*** Your death or your inability to perform the services required of you for a period of 180 days during any twelve-month period (*"Disability"*).

6. **Effect of Termination**

(a) ***General Rule*** If your employment terminates for any reason other than as described in Section 6(b) below, we will pay your compensation only through the last day of employment, and, except as otherwise expressly provided in this Agreement or the STIP, the LTIP, the DCP, or any Benefit Plan, we will have no further obligation to you.

(b) ***Termination Without Cause*** If your employment is terminated by us without Cause at any time during the Initial Term of the Agreement, then for so long as you comply with your continuing obligations under Section 4 we will (1) continue to pay your monthly Base Salary in effect immediately before termination of your employment for a period of six months, and (2) at our option, either pay the cost of COBRA medical and dental benefits coverage for a period of six months or pay you an amount each month for six months equal to the cost of providing COBRA medical and dental benefits.

To receive the benefits described in this Section 6(b), you will be required to sign a general release of claims in a form we deem acceptable. The release must be provided, and any revocation period must have expired, not later than 60 days after termination of employment. If the foregoing conditions are satisfied then, except as provided below, payment of salary continuation and other benefits will begin 60 days after termination of employment.

Notwithstanding any contrary provision of this Section 6(b), if you are a Specified Employee at the time employment terminates, the payments described in Section 6(b) will, to the extent such amounts are deferred compensation within the meaning of Code Section 409A, be delayed until the date that is the earlier of (i) six months after your termination of employment, or (ii) the date of your death, and upon reaching that date, all amounts that would have been paid during the six-month delay period, plus interest thereon at the prime rate (as published in the Wall Street Journal) from the date the payment would have been made but for this paragraph to the date of payment, will be paid in a single lump sum, and all remaining amounts will be paid in equal monthly payments for the remainder of the Salary Continuation Period.

"Specified Employee" means that, with respect to a corporation any stock in which is publicly traded on an established securities market or otherwise, you are, or are treated under Code Section 409A as, either (A) an officer having annual compensation greater than $130,000 (as adjusted for cost-of-living increases in accordance with Code Section 416(i)(1)(A) and Code Section 415(d)), (B) a 5% owner, or (C) a 1% owner having annual compensation from the corporation of more than $150,000. For purposes of determining your percentage ownership, the constructive-ownership rules described in Code Section 416(i)(1)(B) will apply. The determination whether you

are a Specified Employee will be made in accordance with regulations issued under Code Section 409A and other available guidance.

Except as otherwise expressly provided in this Agreement or in any Benefit Plan, we will have no further obligation to you

(c) ***Disability or Death*** If your employment terminates due to Disability or death, we will pay your monthly Base Salary only through the date of termination.

(d) ***Your Post-Termination Obligations*** On termination of employment for any reason, (1) you will resign as of the date of such termination as a director and officer of Spirit and its affiliates and as a fiduciary of any of Spirit's or its affiliates' benefit plans, (2) you will promptly execute and deliver upon such termination any document reasonably required by Spirit or an affiliate to evidence the foregoing resignations, (3) you will immediately deliver to us all Confidential Information, all copies and embodiments thereof, and all records, notes, worksheets, schematics, customer lists, supplier lists, memoranda, computer files and storage devices, analyses and derivative works based thereon or which relate in any way thereto, and (4) you will pay to us any amount due and owing by you as specified in this Agreement.

(e) ***Survival of Provisions*** Your obligations under 4 through 9 of this Agreement will survive the expiration or termination of your employment for any reason.

7. **Representatives and Warranties** You represent and warrant to us that:

(a) ***No Conflicts*** To the best of your knowledge, you are under no duty (whether contractual, fiduciary or otherwise) that would prevent, restrict or limit you from entering into this Agreement and fully performing all duties and services for us, and the performance of such duties and services will not conflict with another other agreement, policy or obligation by which you are bound.

(b) ***No Hardship*** Your experience and/or abilities are such that observance of the covenants in this Agreement will not cause you any undue hardship and will not unreasonably interfere with your ability to earn a livelihood.

8. **Clawback Right** You acknowledge that certain amounts paid under this Agreement or the Benefit Plans described herein are subject to any Spirit policy on the recovery of compensation (i.e., a so-called "clawback policy"), as it exists now or as later adopted, and as thereafter amended from time to time.

9. **Mediation**

(a) ***General Obligation to Mediate*** Except as provided in this Agreement, prior to initiating any legal action, the parties agree to submit all unsettled claims, disputes, controversies, and other matters in question between them arising out of or relating to this Agreement (including but not limited to any claim that this Agreement or any of its provisions is invalid, illegal, or otherwise voidable or void) or the dealings or relationship between them ("*Disputes*") to mediation in Wichita, Kansas, in accordance with the Commercial Mediation Rules of the American Arbitration

Association currently in effect. The mediation will be private, confidential, voluntary, and nonbinding. Either party may withdraw from the mediation at any time before signing a settlement agreement by giving written notice to the other party and the mediator. The mediator will be neutral and impartial. The mediator will be disqualified as a witness, consultant, expert, or counsel for either party with respect to the matters in Dispute and any related matters. Each party will pay its respective attorneys' fees and other costs associated with the mediation, and each party will equally bear the costs and fees of the mediator. If a Dispute cannot be resolved through mediation within 90 days of its submission to mediation, the parties may proceed with legal action.

(b) ***Confidentiality*** The parties agree that they will not disclose, or permit those acting on their respective behalf to disclose, any aspect of the proceedings under Section 9(a), including but not limited to the resolution or the existence or amount of any award, to any Person, unless divulged (i) to an agency of the federal or state government; (ii) pursuant to a court or administrative order; (iii) pursuant to a requirement of law; (iv) pursuant to prior written consent of the parties; (v) pursuant to a legal proceeding to enforce a settlement agreement or arbitration award; or (vi) by Spirit, to the extent required under federal securities laws and regulations. This provision does not prohibit the parties' disclosure of the terms of any settlement to their attorney(s), accountant(s), financial advisor(s), or family members, so long as such persons first agree to comply with the provisions of this Section 9(b).

(c) ***Injunctions*** Notwithstanding anything to the contrary in this Section, the parties will have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction.

10. **General**

(a) ***Notices*** All notices required or permitted under this Agreement must be in writing and may be given by personal delivery, effective on the day of such delivery, or may be mailed by certified mail, return receipt requested, effective three business days after the date of mailing, addressed as follows:

To us:

Spirit AeroSystems, Inc.
Attention: Senior Vice President, General Counsel and Secretary
3801 S. Oliver
P.O. Box 780008, Mail Code K11-60
Wichita, KS 67278-0008
Facsimile: [****]
Email: [****]

or such other person or contact information as designated in writing to you.

To you:

Alan Young

at your last known residence address, email, or facsimile number or to such other contact information as designated in writing to us.

(b) ***Successors*** Neither this Agreement nor any right or interest herein will be assignable or transferable (whether by pledge, grant of a security interest or otherwise) by you or your beneficiaries or legal representatives, except by will, the laws of descent and distribution, or inter vivos revocable living grantor trust as your beneficiaries, and any other purported assignment will be void. This Agreement will be binding upon and will inure to the benefit of Spirit, its successors and assigns, and will be binding on you and your heirs, beneficiaries, and legal and personal representatives.

(c) ***Waiver, Modification, and Interpretation*** No provisions of this Agreement may be modified, waived, or discharged except by written instrument signed by you and an appropriate officer of Spirit empowered to sign the same by our or Holdings' Board. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time.

(d) ***Interpretation*** The validity, interpretation, construction, and performance of this Agreement will be governed by the laws of the State of Kansas, except that the corporate law of the State of Delaware will govern issues related to the issuance of common stock. Any action brought to enforce or interpret this Agreement will be maintained exclusively in the state and federal courts located in Wichita, Kansas.

(e) ***Headings*** The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of any provision of this Agreement. No provision of this Agreement will be interpreted for or against either party on the basis that such party was the draftsman of such provision, and no presumption or burden of proof will arise disfavoring or favoring either party by virtue of the authorship of any provision of this Agreement.

(f) ***Counterparts*** We and you may execute this Agreement in counterparts, each of which will be deemed an original and both of which will constitute a single instrument. In proving this Agreement, it will not be necessary to produce or account for more than one such counterpart.

(g) ***Invalidity of Provisions*** If a court of competent jurisdiction declares that any provision of this Agreement is invalid, illegal, or unenforceable in any respect, then in lieu of such illegal, invalid, or unenforceable provision the court may add as a part of this Agreement a legal, valid, and enforceable provision as is possible. If such court cannot so substitute or declines to do so substitute for such illegal, invalid, or unenforceable provision (i) such provision will be fully severable; (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (iii) the remaining provisions of this Agreement will continue in full force and effect and not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The covenants in this Agreement will each be construed to be a separate agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action of yours against us, predicated on this Agreement or otherwise, will not constitute a defense to the enforcement by us of any covenants in this Agreement.

(h) ***Entire Agreement*** This Agreement (together with the documents expressly referred to herein) constitutes the entire agreement between the parties, supersedes in all respects any prior agreement between you and us, and may not be changed except by written instrument duly executed by you and us in the same manner as this Agreement.

(i) ***Compliance with Code Section 409A*** The amounts payable to you after separation from service under 6(b) (if any) are intended to be exempt from the definition of "deferred compensation" for purposes of Code Section 409A as amounts payable only in the event of involuntary termination without Cause. To the extent any such amounts constitute "deferred compensation" for purposes of Code Section 409A, then those amounts will be paid to you in equal monthly installments, and payment of such amounts may not be accelerated. This Section 10(i) and the terms of this Agreement are intended to comply with, and will be interpreted and construed in accordance with and in a manner that complies with, the requirements of Code Section 409A, to the extent necessary.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date(s) set forth below, to be effective as of the Effective Date.

SPIRIT AEROSYSTEMS, INC.

Date: October 1, 2013

By: /s/ Justin Welner

Name: Justin Welner

Title: Vice President Human Resources

Date: October 1, 2013

/s/ Alan Young

Alan Young

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [****], HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

Glasgow Prestwick Airport Prestwick Ayrshire Scotland KA9 2RW
Tel +44 (0)1292 479888 Fax +44 (0)1292 479703

16 December 2011

Personal & Private

Scott McLarty
[****]
[****]
[****]
[****]
[****]

Dear Scott,

Vice President Preston/Prestwick Site

I would like to take this opportunity to congratulate you on your new position within Spirit AeroSystems, Inc. Your leadership skills and behaviours are critical to the Spirit team, as they will directly affect your organization the company as a whole. We are continuing to focus on execution and delivery of our current business. Therefore, we will need your leadership to motivate people and strategically manage the business.

1. Your new title, Vice President Preston/Prestwick Site is effective from December 16, 2011.
2. Your Reference Salary is £102,000 p.a. Spirit AeroSystems (Europe) Ltd operates various salary sacrifice arrangements. Your reference salary is defined as your salary prior to any adjustments as a result of participating in one or more of these arrangements.

3. You may be invited to participate in the Spirit AeroSystems Holdings, Inc. Short term Incentive Plan (the STIP) and the Long term Incentive Plan (the LTIP) or other incentive schemes operated by the Company from time to time, in accordance with their rules from time to time enforced. Your potential award under the STIP shall be prorated for year 2011 to account for your actual service in the above position. The first year STIP incentives shall include 60% of base salary (less the appropriate pro rata adjustment described above) if target performance goals are reached. If the target performance goals are not reached or if target performance goals are exceeded, you shall be entitled to incentive compensation (if any) otherwise provided by Company Policy and/or the STIP plan. You are also eligible to receive an award of shares of common stock of Spirit AeroSystems Holdings, Inc. (“Holdings”) under the Spirit AeroSystems Holdings Inc Long Term Incentive Plan (the LTIP) the value of which equals (as determined under such conventions and rules as Holdings board of Directors or the LTIP administrative committee may adopt) 70% of employees base salary, subject to and in accordance with the terms and provisions of the LTIP and the Terms and Conditions established with respect to such awards by the Holdings board of Directors and the LTIP administrative committee (including but not limited to a vesting schedule).

4. Any participation in the STIP and LTIP will be voluntary and subject to the above-described plan documents and will not constitute a contractual entitlement under this Agreement or give rise to any rights or remedies against the Company. You will be deemed irrevocably to have waived any such entitlement, rights or remedies by participating in the Incentive Schemes. In particular but without prejudice to the above, if your employment terminates for any reason and your options, rights or expectations (if any) under the Incentive Schemes lapse or are otherwise lost or altered pursuant to the Rules, you will not be entitled to damages for wrongful dismissal or breach of contract, compensation for unfair dismissal or otherwise to any sum or other benefits to compensate him in respect of any loss under the Incentive Schemes that you may suffer as a result. For the avoidance of doubt, the Company in its sole and absolute discretion reserves the right to discontinue, replace, vary or amend the Incentive Schemes at any time on reasonable notice. An award under an Incentive Scheme in one year will not influence or set a precedent in relation to future years.

5. Your Reference (Base) Salary will next be reviewed with effect from 1st May 2012. Positions at this level are paid on or about the 15th of each month.

6. Your place of work will be the Prestwick Site.

7. The standard holiday entitlement is 33 days, including public holidays, with a further day after 5 years and 10 years service respectively, giving a maximum entitlement of 35 days.

8. You will continue to be eligible to participate in the Company's Healthcare Scheme, EXCEL. This scheme is voluntary and contributory.

9. You are entitled to receive a personal car allowance of £833 per month. This will increase to £888 per month with effect from 1st January 2012. The scheme does not include the provision of fuel for private and domestic purposes.

10. Your Normal Retirement Age will be 62.

11. New employees are automatically entered into the Pension scheme upon joining the Company. If you choose to opt-out, you will need to complete the scheme opt-out form and return it to your local HR Department. Please note should you opt-out, future entry will require specific permission of the Trustees and the Company.

    If you are currently a member of the Spirit AeroSystems (Europe) Ltd Pension Scheme, you will remain a member of that scheme. If you then choose to opt-out future entry will be as detailed above, and any future re-entry would be to the defined contribution section of the scheme only.

    Details of the Pension Scheme are available in a separate booklet.

12. Your statutory period of continuous employment began on 21st May 1990. This takes into account your previous employment with predecessor or associated companies.

13. Your appointment is subject to a minimum period of notice of 9 months from the Company and 6 months from yourself. In the event that the company terminates your employment for reasons other than gross misconduct, you will receive a sum equivalent to 9 months salary (less any salary paid for service under notice of termination).

14. You will be subject to the usual provisions to (i) address conflicts of interest and garden leave, (ii) to protect confidential information and (iii) to protect the business interests and trade secrets of the Company post the termination of your employment.

Enclosed with this offer are the following documents:

- Terms and Conditions of Employment
- Code of Ethics and Business Conduct Policy

To accept this offer:

Please sign one copy of this letter and the enclosed Terms and Conditions of Employment.

All of the completed documents should be sent to Jenny Scales, Head of HR, Building 90, Spirit AeroSystems (Europe) Ltd, Glasgow Prestwick International Airport, Prestwick KA9 2RW within 14 days of the date of this letter, after which it will lapse. In the meantime, if you have any queries relating to this letter, please contact Jenny Scales on [****]. Once again, please accept my congratulations on your promotion.

If you would like to discuss any aspect of this offer, please do not hesitate to contact me.

Yours sincerely
For and on Behalf of Spirit AeroSystems (Europe) Ltd

/s/ Jenny Scales (PP)

Neil McManus
Vice President and Managing Director Spirit Europe

I hereby accept this appointment on the terms detailed above and those contained in the attached 'Contract of Employment'.

Signed /s/ Scott McLarty Date 22/12/11

Name: Scott McLarty

Position: Vice President Preston/Prestwick

Date of Offer Letter: 16th December 2011

This Contract of Employment, together with the Company's letter of offer to an individual also constitutes the written statement of the Terms of Employment pursuant to sections 1 to 4 (inclusive) of the Employment Rights Act 1996.

The following particulars in this statement are correct at, and effective from, the date you accept this appointment with Spirit AeroSystems (Europe) Ltd.

Acceptance of this appointment with the Company also confirms an acceptance of the terms and conditions specified above.

Service Agreement

This Agreement is made on 16th December 2011

between:

(1) Spirit Aerosystems (Europe) Limited of [Prestwick, Ayrshire, Scotland, KA9 2RW] (the "Company"); and

(2) Scott McLarty, Barquey Farmhouse, Woodhead Road, Sundrum, Ayrshire KA6 5JZ ("you")

Definitions

"Board" means the Board of Directors of the Company or an authorised committee of it;

"Group" means the Company and the Group Companies;

"Group Company" means the Company, and any holding or subsidiary company as defined in Section 736 of the Companies Act 1985;

"Termination Date" means the date on which your employment ends.

1. Date of Commencement and Continuity of Employment with

This appointment will commence on the date shown in your Offer Letter.

Your statutory period of continuous employment began on the date shown in your Offer Letter. This takes into account your previous employment with predecessor or associated companies.

The basic terms and conditions of your employment by the Company are not subject to any Collective Agreements. They are in accordance with current Law, subsequent legislation, this document, your letter of offer (attached at Appendix 1) and any similar subsequent document together with any changes to the documentation as may be notified from time to time.

You are also required to comply with the local rules and regulations (the "Regulations") applicable at the site on which you are working from time to time. Where any conflict arises between this Contract and the local Regulations then this Contract shall prevail, except in issues of Health and Safety where local Regulations will prevail.

Any alterations in the Terms and Conditions of Employment shall be recorded within one month of the date of any such alteration.

2. Job Title and Duties

The title of the job in which you are employed is as shown in your Offer letter. This title does not limit your duties and the Company may require you, from time to time, to undertake additional or other duties.

You are required to act in the best interests of the Company and to carry out such duties as you may reasonably be called upon to undertake from time to time. You shall during normal business hours devote your whole time and attention to the business of the Company and shall not without prior written consent of the Company engage or be concerned in any other business or activity which may in any way conflict with the interests of the Company.

3. Place of Work

Your place of work is shown in your Offer Letter.

The Company may, from time to time, require you to work at other locations either on a permanent or temporary basis as necessary to meet the needs of the business, in which case appropriate relocation support will be available.

4. Remuneration

Your salary is as shown in your Offer Letter. Unless otherwise stated in your Offer Letter, this is payable at monthly intervals by direct credit transfer on or around the 15th day of each month, and your salary will be reviewed annually in accordance with the Company practice.

5. Acceptance of Conditions

On appointment, you are required to acknowledge receipt and acceptance of the conditions of staff employment set out in this document.

Masculine gender, whenever used in this document, includes the feminine gender.

6. Health

Appointment of all employees and their continued employment may, at the discretion of the Company, be subject to a satisfactory medical examination by a medical adviser to be appointed or approved by the Company and you authorise the medical adviser to disclose to the Company the results of the examination.

7. Hours of Attendance

You will work such hours as are deemed necessary by the Company for the satisfactory completion of your duties, subject to a minimum of 37 hours per week. No additional payments will be made for hours worked in excess of 37 hours per week.

8. Holidays

You are entitled to take 33 days holidays per calendar year, including public holidays, with a further day after 5 years and 10 years service respectively, giving a maximum entitlement of 35 days.

All holidays must be taken within the current holiday year and only on dates acceptable to the line manager.

The method of calculation of entitlement to holiday pay for employees leaving service shall be equal to the number of days the employee is entitled to in line with his service as per this clause 8, pro-rated down equally in line with the number of weeks he will have worked at his leaving date. Any days already taken within the calendar year shall be deducted from the above total.

9. Absence due to Sickness

If you are unable to attend work for any unforeseen reason you, or someone on your behalf, must notify your Manager as soon as possible. If you are unable to attend work due to illness, you should notify the Occupational Health Centre on the first day of absence, preferably no later than 12 noon on the first day of absence and provide the information necessary to facilitate the completion of Form SC1. On return to work, employees must report to the Occupational Health Centre in order to complete Form SC2. Employees must obtain free issue medical certificates in respect of absences of 8 or more days duration. Certificates must be sent directly to Occupational Health on receipt.

The Spirit AeroSystems (Europe) Ltd self certification of absence form and/or Doctor's statements when submitted shall be used to verify entitlement to Statutory Sick Pay (SSP) and to Company sickness benefit.

You are expected to claim for any State benefit to which you are entitled.

The Company reserves the right to discontinue payment during sickness or injury but normally the statutory level of benefits to be payable in any rolling 52 week period shall be made up to basic salary in accordance with the following table:

Continuous Service at the Beginning of sickness	**Period of Full Pay**
Less than 3 years	24 weeks
More than 3 years but less than 5 years	36 weeks
More than 5 years	48 weeks

In the event that payment is made in accordance with this table, or otherwise, where SSP is not payable, employees will be paid current salary/wage less any benefits provided under Social Security legislation.

Should payment under the above table expire before entitlement to SSP expires, the Company will only make the necessary statutory payments.

On the first day of absence, sick pay is calculated by subtracting the number of weeks payment for sickness absence made in the previous fifty-two weeks from the appropriate number of weeks shown in the above table.

10. Travelling and Other Expenses

Reasonable travelling and other expenses wholly and necessarily involved in carrying out the business of the Company will be refunded to you providing that a claim is made on the form provided for this purpose and such expenses are in line with Company policy and approved by your Manager.

If you are required to work long term periods away from your normal base, you will be provided with a separate contract for the duration of such work.

11. Period of Notice

Your employment is subject to the minimum periods of written notice as contained in your Offer Letter.

The Company reserves the right in its absolute discretion when notice to terminate your employment has been given either by you or the Company to terminate your employment at any time with immediate effect on payment of Reference Salary (as defined in your Offer Letter and amended from time to time) only in lieu of notice. For the avoidance of doubt this shall be exclusive of bonus, overtime and any other allowances which are paid, above basic salary.

Any payment in lieu of notice made under this clause [11] will be subject to deductions of tax and national insurance contributions. [Payment of base salary in lieu of notice will be made in equal monthly instalments for the remainder of the notice period and no further payments will be made to you if you start any paid employment employment or other work for which you are paid a salary comparable to your salary from the Company.

Your employment may be summarily terminated by the Company without notice or payment in lieu of notice in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct or negligence by you.

The Company reserves the right to suspend you with pay from your duties for a reasonable period in connection with an investigation of any alleged misconduct or neglect by you.

On termination of your employment (for whatever reason and howsoever arising) you shall immediately: -

a) deliver up to the Company all property, documents including without limitation notes, memoranda, correspondence and other any material on which data or information is recorded or stored and confidential or other information of the Company or any other third party which has been entrusted to the Company which is under your control or possession and you will not retain any copies of any of the same;
b) repay all outstanding debts or loans due to the Company and the Company is hereby authorised to deduct from any of your wages a sum in repayment of all or any part of any such debts or loans.

The Company may despite any other provision of this Agreement at any time after either party gives notice of termination of your employment, direct that: -

a) you perform no duties, or that you perform some of your normal duties, or that you perform specific duties that are not your normal duties but are consistent with your status; and/or
b) you must remain available to conduct duties should the Company require you to do so; and/or
c) you refrain from contacting any customers, clients, suppliers, agents, professional advisers, or employees of the Company; and/or
d) you must not enter all of any premises of the Company; and/or
e) you must return to the Company all documents and other materials (including copies) belong or entrusted to any company in the Group.

Any period during which you are suspended or excluded in accordance with this clause shall not exceed 6 months and during such period your salary and other contractual benefits shall continue to be paid or provided by the Company and you must continue to comply without exception with all your obligations under this Agreement. For the avoidance of doubt this includes your obligation under clause 2 that during your employment you shall not directly or indirectly carry on or be engaged concerned or interested in any other business trade or occupation.

12. Restrictive Covenants

For the purpose of this Clause 12:

"the Business" means any business carried on by the Company or any Associated Company at the date of termination of your employment and with which you have been concerned to a material extent in the 12 months immediately preceding such termination;

references to **"Associated Companies"** shall only be reference to Associated Companies in respect of which you have carried out material duties in the period of 12 months prior to the date of termination of your employment;

"Restricted Person" shall mean any person who or which has at any time during the period of 12 months immediately preceding the date of termination done business with the Company or any Associated Company as a customer or client and with whom or which you shall have had personal contact or dealings, or for whom you were responsible or in respect of which or whom you shall have had access to sensitive financial information (in terms of their dealings with the Company or any Associated Company) unless, by the Termination Date that person has told the Company or Associated Company that they do not want to do business with it;

"Key Person" shall mean any person who at the date of termination of your employment is employed or engaged directly or indirectly by the Company or any Associated Company as an employee, director, consultant or agent and with whom you have had material contact during the course of your employment and (a) is employed or engaged in an executive, managerial or finance capacity and/or (b) is in the possession of Confidential Information belonging to the Company or any Associated Company and/or (c) is directly managed by or reports to you.

You acknowledge that, in carrying out your duties, you will have access to trade secrets and Confidential Information of the Company and/or an Associated Company and you will have contact with and influence over customers, clients, suppliers and employees of the Company and/or an Associated Company. You therefore agree that the restrictions set out below are necessary to protect the legitimate business interests of the Company.

(a) You covenant with the Company that you will not in connection with the carrying on of any business in competition with the Business for the period of 12 months after the termination of your employment without the prior written consent of the Board either alone or jointly with or on behalf of any person directly or indirectly:

(i) canvass, solicit or approach or cause to be canvassed or solicited or approached for orders in respect of any services provided and/or any goods sold by the Company or any Associated Company any Restricted Person;

(ii) deal with or accept orders or business from any Restricted Person in respect of services provided and/or goods sold by the Company or any Associated Company;

(iii) solicit or entice away or endeavour to solicit or entice away from the Company or any Associated Company any Key Person (in each case whether or not such person would commit a breach of contract by so doing).

(b) You covenant with the Company that you will not for the period of 6 months after the termination of your employment without the prior written consent of the Board either alone or jointly with or on behalf of any person directly or indirectly carry on or set up to be employed or engaged by or otherwise assist in or be interested in any capacity (save as a shareholder of not more than 3% in aggregate of any class of shares, debentures or other securities of any company which quoted on or dealt in any recognised investment exchange) in a business anywhere within the UK, the USA, France or Germany which is an original equipment manufacturer and which operates in competition with the Business.

The periods during which Clauses 12a(i) and (iii) and 12b are expressed to operate shall each be reduced by such period as you shall have complied during your notice period with a direction to perform no duties and/or not to enter all or any premises of the Company or any Associated Company pursuant to Clause 11.

The covenants contained in Clauses 12a(i) and (iii) and 12b are intended to be separate and severable and enforceable as such.

While the restrictions aforesaid are considered by the parties to be reasonable in all the circumstances, it is agreed that if any restriction shall be adjudged to be void or ineffective for whatever reason but would be adjudged to be valid and effective if part of the wording thereof were deleted the said restrictions shall apply with such modifications as may be necessary to make them valid and effective.

13. Service of Notice

Any notice required to be given under this agreement shall be in writing and shall be deemed served if it is personally delivered to or sent by first class registered post to the last known address of the other party. Any notice so posted shall be deemed served upon the second day following that on which it was posted. These provisions are considered reasonable by the parties in all circumstances at date thereof.

14. Pension Scheme

In line with the revision to the Employment Equality (Age) Regulations 2006 and the removal of the default retirement age, please refer to the Spirit AeroSystems (Europe) Ltd Retirement process which is available for inspection in the HR Department.

New employees are automatically entered into the DC Section of the Pension Scheme upon joining the Company. If you choose to opt-out, you will need to complete the scheme opt-out form and return it to your local HR Department. Please note should you opt-out, future entry will require specific permission of the Trustees and the Company.

If you are currently a member of the Company Pension Scheme, you will remain a member of that scheme. If you then choose to opt-out, future entry will be as detailed above, and any future re-entry would be to the defined contribution section of the scheme only.

Details of the Pension Scheme are available in a separate booklet.

15. Safety and Fire Regulations

You must observe and comply with the Company's Safety and Fire Regulations and any other associated rules or regulations promulgated by the Company from time to time. You have obligations under the Health & Safety at Work etc Act (1974), which states in particular:

"It shall be the duty of every employee while at work:-

a) to take reasonable care for the health and safety of himself and of other persons who may be affected by his acts or omissions at work; and

b) as regards any duty or requirement imposed on his employer or any other person by or under any of the relevant statutory provisions, to co-operate with him so far as is necessary to enable that duty or requirement to be performed or completed."

Actions by employees rendering the Company liable to prosecution will be deemed to be misconduct and subject to disciplinary action.

16. Confidential Information

During the course of your employment you may have access to, and be entrusted with, information in respect of the business and financing of the Company or its Associated Companies and its dealings/transactions and affairs to include but without limitation to Key Technical Information on all products and services relating to the future business, the company's pricing strategies, financial information, supplier pricing, existing and future strategies in relation to the company's intended markets, customer contracts, mergers and acquisition plans whether such information relates to business conducted within or outwith the UK ("Confidential Information"). You shall not at any time (either during or after the termination of your employment) disclose or communicate to any person or use for your own benefit or the benefit of any person any trade secrets or Confidential Information which you acquire during your employment other than in the proper performance of your duties or as ordered by a competent Court. This clause shall not apply to any Confidential Information which shall enter the public domain unless it does so through your default. If requested, you shall comply with the provisions of the Official Secrets Act and shall sign the relevant declaration.

You are expected to seek the prior consent of the Company to give lectures or speak at public meetings on the affairs of the Company or upon any matters or subjects which may affect the Company whether technical, commercial, manufacturing or otherwise, and to publish, or allow to be published, anything upon such matters or subjects in any newspapers, periodicals, circulars or any other publication.

'You are reminded that you must have regard to your obligations under insider dealing legislation, including without limitation the Criminal Justice Act 1993 and the Financial Services and Markets Act 2000 where applicable. It is a criminal offence for any employee of the Company to disclose, outside the normal course of that employee's duties, information about the Company or its shares which is unpublished and which, if made public, would be likely to have a significant effect on the market price of the Company's shares. Additionally, any such person may not buy or sell the Company's shares, or encourage any other person to buy or sell the Company's shares, whilst in possession of such information.'

It is your responsibility to read notices published on Company Notice Boards. Omission to read a notice will not be accepted as a reasonable excuse for non-compliance with instructions.

17. Intellectual Property

In this clause and in the rest of this Agreement the following terms have the following meanings:

"Employment Inventions" means any Invention which is made wholly or partially by you at any time during the course of your employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form).

"Employment IPRs" means Intellectual Property Rights created by you in the course of your employment with the Company (whether or not during working hours or using Company premises or resources).

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to

apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

You acknowledge that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, you will hold them on trust for the Company.

You acknowledge that, because of the nature of your duties and the particular responsibilities arising from the nature of your duties, you have a special obligation to further the interests of the Company.

To the extent that legal title in any Employment IPRs or Employment Inventions does not vest in the Company by virtue of law and/or clause 0, then you agree, immediately upon creation of such rights and inventions, to offer to the Company in writing a right of first refusal to acquire them on arm's length terms to be agreed. If we (meaning the Company and you) cannot agree on such terms within [30] days of the Company receiving the offer, then the Company may refer the dispute to an expert (acting as an expert and not an arbiter) who shall be appointed by the President of the Chartered Institute of Patent Agents. The expert's decision shall be final and binding on the parties, and the costs of the expert shall be shared by the parties. You may not assign, licence or exploit any Employment IPR or Employment Inventions that do not vest in the Company unless agreed by the Company or as directed by the expert.

You agree:

to give the Company full written details of all Employment Inventions promptly on their creation;

at the Company's request and in any event on the termination of your employment to give to the Company all originals and copies of correspondence, documents, papers and records on all media in your possession or control which record or relate to any of the Employment IPRs;

not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company; and

to keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by you.

You waive all your present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs.

You acknowledge that, except as provided by law, no further remuneration or compensation other than that provided for in this Agreement is or may become due to you in respect of your compliance with this clause. This clause is without prejudice to your rights under the Patents Act 1977.

You undertake to execute all documents and do all acts both during and after your employment by the Company as may, in the opinion of the Company, be necessary or desirable to vest the Employment IPRs in the Company, to register them in the name of the Company and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the

Employment IPRs. The Company agrees to reimburse your reasonable expenses of complying with this clause 0.

You agree to give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

You hereby irrevocable appoint the Company to be your attorney to execute and do any such instrument or thing and generally to use your name for the purpose of giving the Company or its nominee the benefit of this clause.

You acknowledge in favour of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause 15 shall be conclusive evidence that such is the case.

Your rights and obligations under this clause will continue after your employment ends.

18. Data Protection

The Company may hold personal information about you (including personal data and sensitive personal data as defined in the Data Protection Act 1998) as part of its personnel and other business records and may use that information in the course of the Company's business. You agree that the Company may disclose that information to third parties if disclosure is, in the Company's view, required for the purposes of the Company's business or that of any other Group Company. This clause applies to information held, used or disclosed in any medium.

19. Grievance Procedure

If you have a grievance related to your employment you should raise the matter, in the first instance, with your manager.

If the matter is not resolved at this level it may be pursued through the Company Grievance Procedure which is available for inspection by prior notification in the HR Department.

20. Disciplinary Procedure

The Company Disciplinary Procedure is available for inspection in the HR Department.

Matters liable to be dealt with under the procedure would include any illegal acts, violence, bad time-keeping, unsatisfactory work, concealment of incorrect and/or unsatisfactory work, ignoring reasonable instructions, buying and selling of articles, unsatisfactory conduct, misdemeanours, unauthorised collections, organisation or participation in gambling, frequent absence from place of work, etc. This list is neither exclusive nor exhaustive.

However, any employee found to have been guilty of gross misconduct will be liable to summary dismissal.

Examples of the type of offence which may constitute gross misconduct are:
Illegal acts, falsification of records, clocking offences, flagrant disregard of Safety Regulations, theft from any employee or the Company, abuse of property of other employees or the Company, assault, drug abuse, drunkenness or refusal to carry out a reasonable instruction, etc. This list is neither exclusive nor exhaustive.

Dismissals will be administered by your Manager in conjunction with the HR Department.

At each stage of the disciplinary procedure, you have the right to appeal against any action taken. Appeals should be registered in writing to the HR Manager within 3 working days of notification of the decision.

21. General

a) No notices may be posted on the premises without authorisation.

b) The Management takes no responsibility for your personal property.

c) You must notify the HR Department of any change of your address, home telephone number, marital status and nominated next of kin. Additional qualifications gained should similarly be advised.

d) Certain Policies relating to Family Friendly entitlement and other matters are available from the HR Dept.

e) The Company reserves the right to withhold salary in respect of any period during which you are absent from work without proper authorisation or other valid reason.

f) Where relevant, you are required to show your security pass each time you enter a Site and at other times as required by Security.

22. Company Property

Any Company property, including equipment, security and other passes, and all notes and memoranda of any trade secrets or confidential information concerning the business of the Company which shall be acquired or received during the course of your employment shall be the property of the Company and shall be surrendered by you to someone duly authorised by the Company at the termination of your employment with the Company. Any equipment lost by you is liable to be charged to you.

23. Equal Opportunities Policy

Reference is made to the Equal Opportunities Policy which is available from the HR Dept.

24. Respect at Work Policy

It is the policy of the Company to develop and maintain a working environment wherein all employees have the right, and the ability, to work in an atmosphere free from intimidation of any kind and are treated with dignity and respect.

As such, offensive or discriminatory behaviour, at work (including at /off site Company related events), in any form, between employees, or by any employee directed towards customers, partners, contractors, suppliers, visitors or other stakeholders is deplored and regarded as unacceptable.

Any employee found to be in breach of the above policy may be subject to disciplinary action up to, and including, dismissal. This will be in accordance with the local disciplinary procedure.

A copy of the Respect at Work Policy can be requested from Human Resources.

25. Code of Ethics Policy

The Company is committed to operating within the framework of the laws, rules and regulations applicable to its business. High standards of professional and ethical conduct are required from all our employees. The Code of Ethics and Business Conduct reflects our commitment to a culture of honesty, integrity and accountability and outlines the basic principles, policies and procedures with which all employees of Spirit are expected to comply. You are required to sign and return this document along with our acceptance of our offer of employment.

26. Governing Law and Exclusive Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Scotland]and the parties agree that the Scottish Courts will have exclusive jurisdiction in relation to its interpretation or any disputes arising under it.

I have read and fully understand the Terms and Conditions of Employment (the "Terms") as set out above (a full copy of which is in my possession) and agree to abide by them. I accept the appointment on these Terms and those contained in the associated Offer Letter and attachments.

Signature: .... (witness)

Date: .... (date)

Signature: /s/ Jenny Scales (on behalf of Employer)

Date: 16/12/11

PERQUISITE ALLOWANCE PLAN

October 21, 2022

The Board of Directors (the "Board") of Spirit AeroSystems Holdings, Inc. (together with its controlled subsidiaries, "Spirit") and the Compensation Committee of the Board (the "Committee") believe it is in the best interest of Spirit to adopt this perquisite allowance plan (the "Plan"), pursuant to which the Chief Executive Officer (the "CEO") and employees at position levels designated by Spirit from time to time (together, "Participants") will receive an annual taxable cash allowance (the "Perquisite Allowance") from which they may elect to pay the cost of select perquisite items.

Participants may select the perquisite items to be funded from the Perquisite Allowance. The Perquisite Allowance is not a reimbursement for personal medical benefits. Participants may choose how to spend the Perquisite Allowance in whole or in part, or not to spend it at all.

Participants may use the Perquisite Allowance to fund items from the following exclusive list:

1. Automobile expenses;

2. Expenses relating to ride-sharing services;

3. Initiation fees and other mandatory, periodic fees relating to clubs or similar organizations, *but not* fees, incidentals or charges relating to optional or supplemental services provided by such clubs or organizations.

4. Tax and financial planning services;

5. Non-business related spousal accompaniment on Participant commercial airline business travel;

6. Non-business Spirit aircraft travel authorized under Spirit policy, provided that the cost of any non-business Spirit aircraft use shall be determined by Spirit, whose determination shall be final and binding;

7. Flight lessons and related hangar fees;

8. Annual physical examinations;

9. School tuition payments for Participants and immediate family members of Participants; and

10. Charitable contributions to non-profit organizations.

The Perquisite Allowance may be used for items not covered above only upon the approval of the Committee.

The Board believes that the Plan furthers the following business purposes:

Security and Productivity. Permitting Participants to use the Perquisite Allowance to pay the cost of any non-business Spirit aircraft travel authorized under Spirit policy and certain other travel-related expenses provides an additional measure of personal security, allows business to be conducted privately while traveling, reduces the risk of unauthorized access to confidential and proprietary information, enables productive working during travel time, and minimizes unproductive down time by providing greater travel flexibility and efficiency.

Customer and Business Partner Relations. Since corporate country club memberships are typically not offered in Spirit's communities, permitting Participants to use the Perquisite Allowance to pay for initiation fees and other mandatory, periodic fees relating to clubs or similar organizations offers them an appropriate venue for business hospitality and interaction with other community leaders.

Market Driven. The Board believes a modest Perquisite Allowance can be a competitive, motivational component of Spirit's largely contingent director and officer compensation package.

By accepting the Perquisite Allowance, each Participant shall be deemed to accept and shall be bound by the following terms and conditions:

1. ***Definitions***. For purposes of the Plan, the term*Change in Control* has the meaning assigned in the Spirit AeroSystems Holdings, Inc. Omnibus Incentive Plan of 2014, as amended.

2. ***Allowance Amounts***. Participants will receive a Perquisite Allowance for each calendar year in which they remain eligible under the Plan. The Perquisite Allowance amount for the CEO will be $25,000. The Perquisite Allowance amount for all other Participants will be determined by the Administrator, but in no event will be greater than a maximum Perquisite Allowance amount of $13,000. The Perquisite Allowance amount will be prorated if an individual becomes an eligible Participant following the start of the calendar year. The Administrator may at any time, in its sole discretion, increase or decrease the Perquisite Allowance amount for any Participant, subject to the above limitations.

3. ***Pre-Year End Transfer or Separation from Service***. Except as provided in paragraph 13, any Participant who becomes ineligible to participate in the Plan during a calendar year shall be entitled to use the Perquisite Allowance to pay perquisite costs incurred prior to the effective date of the loss in eligibility. Any remaining unspent portion of the Perquisite Allowance will be forfeited, unless otherwise determined by the Board or Committee in its sole discretion.

4. ***Disbursement***. The Perquisite Allowance will be disbursed at intervals determined by the Administrator. Disbursements will be made no later than two and a half (2.5) months after the end of the calendar year in which the Participant incurred the relevant expense.

5. ***Spirit Policies***. No Participant shall use any portion of the Perquisite Allowance in violation of Spirit's Code of Ethical Business Conduct (PRO-3959), other rules or policies, or applicable U.S. or foreign laws or regulations. Spirit automobile and aircraft use shall comply with all policies and procedures in effect from time to time.

6. ***Forfeiture for Non-Use***. Any portion of a Participant's Perquisite Allowance that is not used by them by the end of the applicable calendar year shall lapse and shall not carry over to the following calendar year.

7. ***Administration***. The Plan shall be administered on behalf of Spirit by Spirit's Chief Administration & Compliance Officer (the "CACO"), provided that the CACO's participation in the Plan shall be administered by the CEO (the CACO or the CEO, as applicable, the "Administrator"). The Administrator shall have full authority, in its sole discretion, to make all decisions with respect to Plan compliance, interpretation and administration, and the Administrator's determinations shall be final and binding on all Participants.

8. ***Reporting***. Each Participant shall promptly report their perquisite usage and cost to Spirit on a form adopted for that purpose. Not less often than annually, the Administrator shall provide a report to the Committee identifying each Participant and their Perquisite Allowance amount and usage cost, together with such other information as the Committee may request.

9. ***Allowances Net of Withholding***. Spirit shall have the right to withhold from the Perquisite Allowance any amounts required by federal, state, local or foreign law. Spirit shall also have the right to withhold required taxes from other cash compensation payable to a Participant when there are insufficient funds in the Participant's Perquisite Allowance for both the cost of a perquisite item and the required tax withholding.

10. ***Reimbursement***. Any Participant whose perquisite usage is materially noncompliant with the Plan or Spirit policies shall, at the Administrator's election, reimburse Spirit for the cost of such noncompliant usage not later than thirty (30) days after the date of

written notice thereof. Any such amount may be withheld from any compensation or other amounts otherwise owed by Spirit to such Participant.

11. ***Tax Matters***. Spirit shall provide a Form 1099 or W-2, as applicable, reporting Perquisite Allowance amounts paid during each year. Participants shall be solely responsible for reporting their Perquisite Allowance on their individual tax returns. Participants must rely upon their own tax advisors for information concerning the impact of the Plan on their individual tax circumstances. Neither the Board, the CEO nor Spirit provides any sort of legal or tax advice in connection with the Plan.

12. ***Liability Disclaimer***. Spirit shall have no obligation to any third-party provider of perquisite items. Spirit, the Board and the Administrator shall have no responsibility whatsoever for any property damage, death or injury arising from any Participant's or their family's use of Spirit automobiles or personal use of Spirit aircraft, whether caused by Spirit or third-party errors, omissions, negligence, equipment malfunction or otherwise, in the absence of Spirit's own gross negligence or willful misconduct. Neither the Board, the Administrator nor Spirit shall be liable for any errors in judgment or mistakes of fact or law in administering the Plan, in the absence of their own gross negligence or willful misconduct.

13. ***Change in Control***. In the event of a Change in Control, any Participant who incurs a Qualifying Termination will be entitled to receive a cash award equal to any remaining unused portion of their Perquisite Allowance for the calendar year in which the Change in Control occurs. Such payment will be made in conjunction with, and no later than thirty (30) days after, the Qualifying Termination. The term "Qualifying Termination" will have the meaning defined under Omnibus Incentive Plan of 2014, as amended.

14. ***Amendment/Termination***. Spirit shall have no obligation to maintain the Plan for any given length of time, and may amend or terminate the Plan at any time and for any reason in its sole discretion. Unless required by applicable law, no such amendment or termination shall affect any Participant's right to payment through the remainder of the calendar year in which the amendment or termination occurs.

15. ***Successors and Assigns***. The Plan shall be binding on all Participants and their respective heirs, beneficiaries and personal representatives, and upon Spirit, its successors and assigns. No Participant shall assign to any person, and no persons other than Participants shall have, any rights or obligations under the Plan.

16. ***No Contract of Employment***. Perquisite Allowances are discretionary only. Nothing in the Plan shall be construed as a contract of employment between Spirit and any Participant. Nothing in the Plan shall give any Participant the right to be retained in Spirit's employ or interfere with Spirit's right to discharge any Participant at any time, subject to the terms of any employment agreement to which such Participant is a party.

AMENDMENT 7

TO

GENERAL TERMS AGREEMENT

BCA-65530-0016

BETWEEN

THE BOEING COMPANY

AND

SPIRIT AEROSYSTEMS, INC.

This Amendment 7 (**Amendment**) to General Terms Agreement BCA-65530-0016 is entered into as of the date of the last signature below, between The Boeing Company, a Delaware corporation (**Boeing**), and Spirit AeroSystems, Inc., a Delaware corporation with its principal office in Wichita, Kansas (**Seller**). Hereinafter, Boeing and Seller may be referred to jointly as the **Parties**.

RECITALS

A. The Parties entered into Special Business Provisions MS-65530-0016, dated June 16, 2005, (**SBP**) and the General Terms Agreement BCA-65530-0016, dated June 17, 2005, (**GTA**) (collectively, the **Agreement**).

B. The most recent amendment to the GTA is Amendment 6, dated July 10, 2023.

C. The Parties entered into a Memorandum of Agreement dated October 12, 2023 (**MOA**).

D. All capitalized terms used but not defined in this Amendment have the same meaning as in the GTA.

E. The Parties wish to amend the GTA as set forth herein.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. The list of “AMENDMENTS” within the GTA is hereby deleted and replaced in its entirety as follows:

AMENDMENTS

Number	Description	Date	Approval
1	Incorporate name change from Mid-Western Aircraft Systems Inc. to Spirit AeroSystems Incorporated. Added effective date of June 17, 2005 to agreement, and to sections 12.3 and 16.0.	04/01/2006	H. McCormick R. Stone
2	Added Section 40.0 Electronic Access	03/04/2011	J. Bayer M. Milan
3	Replaced Section 8.5 Retention of Records, Section 11.3 Import/Export, and Section 21.5 Environmental Health and Safety Performance	01/30/2014	J. Ray M. Milan
4	Replaced Section 21.2 and added Section 41.0	01/18/2021	K. Doolin E. Bossler
5	Added Section 8.3.1 Industry Assist at Boeing Repair Station(s)	01/30/2022	J. Aguiar L. Hampton
6	Replaced Sectioned 40.0 Electronic Access	07/31/2023	K. Shipley K. Clark
7	Added Section 13.3 Repudiation Replaced Section 28.3 Assignment	12/21/2023	D. Armani L. Hampton

2. The GTA is hereby amended to add Section 13.3 “Repudiation” as follows:

“13.3 Repudiation

The Parties agree that repudiation by Seller of timely delivery under GTA BCA- 65530-0016, GTA BCA-65520-0032, SBP MS-65530-0019, or SBP MS-65530-0016 would cause irreparable harm to Boeing for which damages would not be an adequate remedy. Accordingly, in the event Seller repudiates timely delivery under any of the aforementioned agreements, Boeing will be entitled to equitable relief, including but not limited to, specific performance and preliminary and permanent injunctions.”

3. Section 28.3 “Assignment” of the GTA is hereby deleted in its entirety and replaced with the following revised Section 28.3:

“28.3 Assignment

The following language shall apply from October 12, 2023, through December 31, 2030:

Seller shall not assign any of its rights or interest in this Agreement, the SBP, or any Order, or subcontract all or substantially all of its performance of this Agreement, the SBP, or any Order, without Boeing’s prior written consent, which shall not be unreasonably withheld, except that Boeing may withhold its consent to an Assignment to a Disqualified Person (as defined below) for any reason and at its sole discretion. Seller shall provide Boeing with thirty (30) days notice prior to any proposed assignment (including any proposed Assignment to a Disqualified Person). Seller shall not delegate any of its duties or obligations

under this Agreement; provided that this shall not prohibit Seller from subcontracting as permitted pursuant to the applicable SBP. Seller may assign its right to monies due or to become due.

No assignment, delegation or subcontracting by Seller, with or without Boeing's consent, shall relieve Seller of any of its obligations under this Agreement, the SBP, or Order or prejudice any rights of Boeing against Seller whether arising before or after the date of any assignment. This article does not limit Seller's ability to purchase standard commercial supplies or raw material.

The prohibition set forth in this GTA Section 28.3 includes, without limitation (and the following shall be deemed to be **Assignments to a Disqualified Person** by Seller), in any transaction or series of related transactions: (i) a consolidation or merger of Seller in which a Disqualified Person directly or indirectly holds, immediately after consummation of the transaction, more than thirty-five percent (35%) of the voting power of the equity securities of the entity resulting from or surviving such transaction; (ii) the acquisition directly or indirectly by a Disqualified Person of either (a) more than 35% of the voting power of the equity securities of Seller or any of its affiliates whose performance is required for the production of the Products or (b) more than 35% of the voting power of the equity securities of any direct or indirect affiliate of Seller holding more than fifty percent (50%) of the voting power of the issued and outstanding voting stock of Seller or any of its affiliates whose performance is required for the production of the Products, in either case for clauses (a) or (b) unless Seller provides and Boeing accepts Seller's adequate assurance of continuity of supply, which assurance Boeing may accept or reject at its sole discretion; (iii) the sale, lease, assignment or transfer to a Disqualified Person, of either (a) all or substantially all of the assets of Seller, or (b) all or substantially all of the assets used by Seller and its affiliates to produce the Products for any particular airplane program; (iv) any assignment of Seller's rights or interest in this Agreement, the SBP, or any Order to a Disqualified Person, or subcontracting of all or substantially all of Seller's performance of this Agreement, the SBP, or any Order to a Disqualified Person; and (v) any other transaction pursuant to which a Disqualified Person obtains the ability to direct or cause the direction of the management and policies of Seller or any of its subsidiaries whose performance is required for the production of the Products.

A Disqualified Person is:

(i) a Person, a principal business of which is as an original equipment manufacturer of commercial aircraft, defense systems, satellites, space launch vehicles or space vehicles;

(ii) a Person that Boeing reasonably believes is unable to perform this Agreement, for reasons, including but not limited to, financial viability, export and import laws, and demonstrated past performance failures;

(iii) a Person, that after giving effect to the transaction, would be the supplier of more than forty percent (40%) by value of the major structural components of any model of Boeing aircraft then in production, unless it is mutually agreed that significant identifiable benefits will accrue to Boeing as a result of the transaction;

(iv) a Person who is one of the following companies or a parent, subsidiary or affiliate of one of the following companies: Lufthansa Technique; Israeli Aircraft Industries; HAECO; PEMCO Aeroplex, EADS/Airbus, or who is an airline or an operator of commercial aircraft in revenue service or a parent, subsidiary or affiliate of an airline or an operator of commercial aircraft in revenue service; or

(v) any Person to which Boeing does not consent in its sole discretion.

Seller shall not permit any Person described in clause (iv) of the definition of Disqualified Person to hold any voting stock of Seller at any time that Seller is not a Public Company. Seller shall not enter into any agreement under which any Person described in clause (iv) of the definition of Disqualified Person is entitled to designate one or more members of Seller's board of directors at any time that Seller is a Public Company. A Public Company is any Person (i) with equity securities registered under Section 12 of the Securities Exchange Act of 1934 or which is subject to the reporting requirements of Section 15(d) of the Securities Exchange Act of 1934 or (ii) with equity securities traded or quoted in a domestic or foreign securities exchange or market.

For the avoidance of doubt, Boeing and Seller agree that HMSGTA MWS and Supplemental License Agreements WS-001/-002/-003 and -004 may be assigned to the third party receiving assignment of this GTA and its corresponding SBP's. Any other Supplemental License Agreement between Boeing and Seller will be subject to the assignment terms of HMSGTA MWS.

In the event of any Assignment to a Disqualified Person:

1. Any remaining amount of the 737 Shipset price reductions agreed to in Section 11 ("737 Recurring Price") of the Parties' Memorandum of Agreement dated October 12, 2023, that has not been realized by Boeing through Shipset deliveries upon closing of the assignment transaction will become immediately due and payable. If Seller does not pay this amount in full within 10 days of written notice from Boeing the amount is due, this amount may be set off by Boeing against any amount owing at any time by

Boeing to Seller, regardless of whether any such amount is then due and owing from Boeing to Seller. The 737 Shipset pricing reductions agreed to in Section 11 (“737 Recurring Price”) of the Memorandum of Agreement between the Parties dated October 12, 2023, will be removed upon receipt of the remaining amount; and

2. All amounts then owing from Seller to Boeing pursuant to the Memorandum of Agreement dated April 28, 2023, as modified by Section 13 of the Memorandum of Agreement dated October 12, 2023, will become immediately due and payable and, if Seller has not paid in full within 10 days of written notice from Boeing the amount is due, may be set off by Boeing against any amount owing at any time by Boeing to Seller, regardless of whether any such amount is then due and owing from Boeing to Seller.

Boeing may, at its sole discretion, waive the immediately preceding rights by written notice to Seller and not otherwise.

The following language shall apply beginning January 1, 2031:

Seller shall not assign any of its rights or interest in this Agreement or any Order, or subcontract all or substantially all of its performance of this Agreement or any Order, without Boeing’s prior written consent, which shall not be unreasonably withheld, except that Boeing may withhold its consent to an assignment to a Disqualified Person (as defined below) for any reason and at its sole discretion. Seller shall provide Boeing with thirty (30) days notice prior to any proposed assignment. Seller shall not delegate any of its duties or obligations under this Agreement; provided that this shall not prohibit Seller from subcontracting as permitted pursuant to the applicable SBP. Seller may assign its right to monies due or to become due. No assignment, delegation or subcontracting by Seller, with or without Boeing’s consent, shall relieve Seller of any of its obligations under this Agreement or Order or prejudice any rights of Boeing against Seller whether arising before or after the date of any assignment. This article does not limit Seller’s ability to purchase standard commercial supplies or raw material.

The prohibition set forth in this GTA Section 28.3 includes, without limitation (and the following shall, subject to the immediately following sentence, be deemed to be "assignments"): (i) a consolidation or merger of Seller in which a Disqualified Person directly or indirectly holds, immediately after consummation of the transaction more than fifty percent (50%) of the voting power of the issued and outstanding voting stock of the corporation resulting from or surviving such transaction; (ii) the acquisition directly or indirectly by a Disqualified Person of voting stock of any corporate Seller having more than fifty percent (50%) of the voting power of the issued and outstanding voting stock of Seller; (iii) the sale, assignment or transfer of all or substantially all of the assets of Seller to a

Disqualified Person; and (iv) where Seller is a partnership, acquisition of control of such partnership by a Disqualified Person. Any consolidation, merger, acquisition of voting stock or sale, assignment or transfer of all or substantially all of the assets of Seller that is not prohibited by the immediately preceding sentence shall not constitute an “assignment” for purposes of this GTA and shall not be prohibited by, or require Boeing’s consent under, this Section 28.3.

A Disqualified Person is:

(i) a Person, a principal business of which is as an original equipment manufacturer of commercial aircraft, defense systems, satellites, space launch vehicles or space vehicles;

(ii) a Person that Boeing reasonably believes is unable to perform this Agreement, for reasons, including but not limited to, financial viability, export and import laws, and demonstrated past performance failures;

(iii) a Person, that after giving effect to the transaction, would be the supplier of more than forty percent (40%) by value of the major structural components of any model of Boeing aircraft then in production, unless it is mutually agreed that significant identifiable benefits will accrue to Boeing as a result of the transaction; or

(iv) a Person who is one of the following companies or a parent, subsidiary or affiliate of one of the following companies: Lufthansa Technique; Israeli Aircraft Industries; HAECO; PEMCO Aeroplex, EADS/Airbus, or who is an airline or an operator of commercial aircraft in revenue service or a parent, subsidiary or affiliate of an airline or an operator of commercial aircraft in revenue service.

Seller shall not permit any Person described in clause (iv) of the definition of Disqualified Person to hold any voting stock of Seller at any time that Seller is not a Public Company. Seller shall not enter into any agreement under which any Person described in clause (iv) of the definition of Disqualified Person is entitled to designate one or more members of Seller’s board of directors at any time that Seller is a Public Company. A Public Company is any Person (i) with equity securities registered under Section 12 of the Securities Exchange Act of 1934 or which is subject to the reporting requirements of Section 15(d) of the Securities Exchange Act of 1934 or (ii) with equity securities traded or quoted in a domestic or foreign securities exchange or market.

For the avoidance of doubt, Boeing and Seller agree that HMSGTA MWS and Supplemental License Agreements WS-001/-002/-003 and -004 may be assigned to the third party receiving assignment of this GTA and its corresponding SBP’s. Any other Supplemental License Agreement between

Boeing and Seller will be subject to the assignment terms of HMSGTA MWS."

4. Miscellaneous.

4.1 All other provisions of the GTA remain unchanged and in full force and effect.

4.2 This Amendment cancels and supersedes all previous agreements between the Parties relating to the content of this Amendment, whether written or oral.

5. Governing Law.

This Amendment shall be governed by the internal laws of the State of Washington without reference to any rules governing conflict of laws.

6. Confidentiality.

The terms of this Amendment, together with the information exchanged by the Parties during negotiation hereof, are confidential under the terms of the Agreement.

EXECUTED as of the last date set forth below by the duly authorized representatives of the Parties.

THE BOEING COMPANY	**SPIRIT AEROSYSTEMS, INC.**
/s/ David Armani	/s/ Leanna Hampton
Signature	Signature
David Armani	Leanna Hampton
Printed name	Printed name
Procurement Agent	Director, Contracts
Title	Title
12/21/2023	12/21/2023
Date	Date

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [****], HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDMENT 52

TO

SPECIAL BUSINESS PROVISIONS (SBP) MS-65530-0016

BETWEEN

THE BOEING COMPANY

AND

SPIRIT AEROSYSTEMS, INC.

This Amendment 52 (**Amendment**) to Special Business Provisions MS-65530-0016 is entered into as of the date of the last signature below, between The Boeing Company, a Delaware corporation (**Boeing**), and Spirit AeroSystems, Inc., a Delaware corporation with its principal office in Wichita, Kansas (**Seller**). Hereinafter, Boeing and Seller may be referred to jointly as the **Parties**.

RECITALS

A. The Parties entered into Special Business Provisions MS-65530-0016, dated June 16, 2005, (**SBP**) and the General Terms Agreement BCA-65530-0016, dated June 17, 2005, (**GTA**) (collectively, the **Agreement**).

B. The most recent amendment to the SBP is Amendment 51, entered into on January 4, 2023.

C. The Parties entered into a Memorandum of Agreement dated October 12, 2023 (**MOA**).

D. All capitalized terms used but not defined in this Amendment have the same meaning as in the SBP.

E. The Parties wish to amend the SBP as set forth herein.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. The list of “AMENDMENTS” within the SBP is hereby deleted and replaced in its entirety as follows:

“AMENDMENTS

Amendment Number	Description	Effective Date	Approval
1	Revise Company name from Mid-Western Aircraft Systems Incorporated to Spirit AeroSystems throughout document. Update Attachments 1, 2, 4, 14 and 16.	2/23/2006	H. McCormick R. Stone
2	Incorporate CCNs as listed in Amendment 2 Attachment A, includes addition of new section 12.19, modification to sections 3.4.9, 12.16 and 32.0. Updates to Attachments 1, 2, 6, 7, 15, 16, 19 and 20.	4/11/2007	H. McCormick J. Edwards
3	Incorporate CCNs as listed in Amendment 3, Attachment A. Updates to Attachments 1, 2, 7, 14, 15, 16 and 22.	11/28/2007	H. McCormick J. Edwards
4	Incorporate CCNs as listed in Amendment 4, Attachment A. Updates to Attachments 1, 2, 7, 14, 15, 16. Incorporate Attachment 1A per CCN 508, 1328.	7/8/2008	S. Hu W. Wallace
5	Incorporate CCNs as listed in Amendment 5, Attachment A, includes addition of new section 12.3.1.1 Updates to Attachments 1, 2, 7, 14, 15, 16 and 20.	6/22/2009	S. Hu R. Stone
6	Incorporate CCNs as listed in Amendment 6, Attachment A. Updates to Attachments 1, 2, 4, 7, 9, 10, 14 and 16. Incorporate Attachment 9 per CCN 2385.	11/23/2010	S. Hu M. Milan
7	Incorporate CCNs as listed in Amendment 7, Attachment A, includes addition of new section 12.13.3.1. Updates to Attachments 1, 2, 4, 7, 9, 14 and 16. Incorporate Attachment 1B per CCN 4212 and Attachment 23 per the 767-2C MOA.	7/28/2011	S. Hu M. Milan
8	Incorporate CCNs as listed in Amendment 8, Attachment A, includes revisions to section 7.9 and 12.13.1.1. Updates to Attachments 1, 2, 4, 7, 9, 14, 15 and 16.	8/16/2013	C. Howell M. Milan
9	Incorporate Attachment 25 - 737 Max Titanium Inner Wall Agreement.	9/4/2014	E. Flagel M. Milan
10	Incorporate Attachment 26-737 Derailment.	9/2/2014	B. Folden R. Ast
11	Incorporate Attachment 27 -737-MAX Non-Recurring Agreement, and Attachment 28 737/747/767/777 Pricing Agreement. Updates Section 4.1, Attachment 4, Section B.1, Attachments 9 and 15	3/10/2015	C. Howell R. Ast
12	Delete and replace Attachment 25, Section 3.0.	4/9/2015	K. Drawsky R. Ast
13	Incorporate CCNs as listed in Amendment 13, Attachment A. Updates to Attachments 1, 2, 7, 9, 14, and 16.	1/4/2016	L. Taylor K. Leyba
14	Incorporate Attachment 25, Addendum 1.	4/21/2015	D. Blaylock R. Grant
15	NULL	NULL	NULL
16	NULL	NULL	NULL
17	Incorporate Attachment 29, 777X Non-Recurring Agreement.	12/23/2015	A. Lucker E. Bauer
18	NULL	NULL	NULL
19	NULL	NULL	NULL
20	737 MAX Inner Wall.	12/17/2015	S. Garcia-Deleone J.Reed

Amendment Number	Description	Effective Date	Approval
21	Revisions to Attachment 27, 737 MAX Non-Recurring Agreement.	5/9/2016	D. Blaylock R. Grant
22	737 MAX Composite Inner Wall Line Movement.	11/2/2016	D. Blaylock E. Bossler
23	737 MAX 9 INITIAL and CIW Line 19 Tooling Incentive Agreement.	12/16/2016	D. Blaylock E. Bossler
24	Incorporate CCNs as listed in Amendment 23, Attachment A. Updates to Attachments 1, 2, 7, 9, and 14.	12/20/2016	L. Taylor K. Leyba
25	Revisions to Attachment 27, 737 MAX Non-Recurring.	3/16/2017	D. Blaylock E. Bossler
26	Revisions to Attachment 27, 737 MAX Non-Recurring Agreement.	3/23/2017	D. Blaylock E. Bossler
27	Incorporate Attachment 30, “737 NG / MAX Vapor Barrier Agreement”, Updates to Attachment 1 and 9.	3/31/2017	B. Edwards K. Clark
28	Revisions to Attachment 29, 777X NRE Agreement.	6/22/2017	K. O'Connell C. Green
29	Revisions to Attachment 27, 737 MAX Non-Recurring Agreement.	7/20/2017	D. Blaylock E. Bossler
30	Delete and Replace SBP Sections 4.1, 4.1.1, 5.1.1, 5.2.1, 7.2, 8.0, 12.11, and 12.13.1.1 and SBP Attachments 1, 1B, 10 Section A10.2.10, 15, 16, 22, 27, and 29. Delete and Reserve SBP Attachments 1C, 20, and 28. Incorporate SBP Attachment 1D and 31.	9/22/2017	B. Edwards W. Wilson
31	Revisions to Attachment 27, 737-8 Rate Tooling Incentive Agreement.	10/18/2017	D. Blaylock E. Bossler
32	Revisions to Attachment 27, 737 MAX Non-Recurring Agreement.	11/15/2017	D. Blaylock E. Bossler
33	Revisions to Attachment 27, 737 MAX Non-Recurring Agreement.	11/30/2017	D. Blaylock E. Bossler
34	Revisions to Attachment 27, 737-10 Non-Recurring Non-Tooling.	2/23/2018	D. Blaylock E. Bossler
35	Revisions to Attachment 27, 737-9 Rate Tooling NTE.	4/18/2018	D. Blaylock E. Bossler
36	Revisions to Attachment 27, 737-10 Wing NRE	6/20/2018	D. Blaylock E. Bossler
37	Incorporation of new Sections: 3.3.4.10 767 One Piece SOW Tooling, 3.3.7 767 One Piece SOW Non-Recurring Pricing, 3.4.2.2 Delivery Point and Schedule for 767 One Piece SOW and 3.8 767 One Piece Statement of Work Special Provisions. Updates to Sections 7.1, Attachment 1 and 9.	8/17/2018	H. Langowski R. Gran
38	Revision to Attachment 27, 737 MAX BBJ8, BBJ7, and 737-10 SOW.	11/1/2018	T. Willis E. Bossler
39	4.1.1 is altered. A new section 4.7 is added. Attachment 1 (excluding the Exhibits) is deleted and replaced in its entirety. A new Attachment 32 “737 Value Engineering Cost Sharing” is added. Attachment 1 Exhibits B, B.1, B.2, C, C.1, C.2, D, D.1, D.2, E.1, E.2, F, F.1, and F.2 are deleted and replaced in their entirety. A new Attachment 1 Exhibit C.3 is added. Attachment 1B is deleted in its entirety.	11/2/2018	K. Shipley E. Bossler

Amendment Number	Description	Effective Date	Approval
40	SBP Section 4.7 is deleted and replaced in its entirety. SBP Section 7.2 is deleted and replaced in its entirety. A new SBP Section 7.5.3 is added. SBP Attachment 1 (including Exhibits B, B.1, B,2. D, D.1, D.2, F, F.1, F.2, and G) is deleted and replaced in its entirety. SBP Attachment 1B is added and marked “Reserved”. SBP Attachment 15 is deleted and replaced in its entirety. SBP Attachment 16 (including its Exhibit) is deleted and replaced in its entirety. SBP Attachment 31 is deleted, replaced in its entirety, and marked “Reserved”. SBP Attachment 32 (including its Exhibit A) is deleted and replaced in its entirety. All of the above is accordance with the agreements as set forth in the Collective Resolution 2.0 Memorandum of Agreement (the “CR 2.0 MOA”), dated December 21, 2018 Concurrently with the CR 2.0 MOA, the Parties also executed that certain Settlement and Release Agreement, dated December 21, 2018, pertaining to the release and settlement of warranty and various other claims	1/30/2019	T. McGuigan E. Bossler
41	Revisions to Attachment 29, 777-9 Rate Tooling.	3/27/2019	R. Velau D. Currie
42	Reserved	TBD	TBD TBD
43	Revisions to Attachment 1 Product Pricing.	5/22/2019	K. Doolin R. Grant
44	Section 12.13.2 is deleted and replaced in its entirety.	7/19/2019	B. Nix E. Bossler
45	Delete and Replace: -Section 3.8.b -Attachment 1, Exhibits D.1 and E.2	10/10/2019	K. Doolin R. Grant
46	Section 24.0 deleted and replaced. Section 24.1 incorporated.	10/3/2019	K. Doolin E. Bossler
47	SPB Attachment 1 Section 7.b) is deleted and replaced in its entirety. SBP Attachment 1 Section 8.c) is deleted and replaced in its entirety.	5/5/2020	A. Klotz L. Hampton
48	SBP Sections 5.2 and 5.2.1 are deleted and replaced in their entirety. Attachment 1, Sections 1.b, 1.c, 2.a.i, 2.b, 3, 2.c, and 7.a.ii, paragraph 1 are deleted and replaced in their entireties. Table 2 in Attachment 1, Sections 2.a, is deleted and replaced in its entirety. Attachment 1, Sections 2.a.vi, 2.a.vii, and 2.a.viii are deleted in their entireties. Attachment 2 is updated to included CCNs 12888, 12504R2, and 12568. Attachment 16, Sections b and c are deleted and replaced in their entireties. Attachment 23, Section XVIII.A., is deleted and replaced in its entirety. Attachment 29, Section 5.2.2 is deleted and replaced in its entirety. Attachment 29, Section 10.1.1 is deleted in its entirety. Attachment 29, Exhibit A is deleted and replaced in its entirety.	1/18/2021	L. Doyle E. Bossler
49	SBP Section 12.13.1.1 is deleted and replaced in its entirety. SBP Attachment 16 is deleted and replaced in its entirety.	3/11/2022	J. Palmer L. Hampton
50	Attachment 29, Section 5.3.1 is deleted and replaced in its entirety.	9/16/2022	J. Owings K. Snyder
51	Attachment 1, Section 7.b is deleted and replaced in its entirety. Revisions to Attachment 15, 747/767/777 Constraint Matrix.	1/4/2023	J. Owings K. Snyder
MoA signed 10/12/2023	MoA Section 11 amended SBP Attachment 1 to add a new subsection, Section 2(f) pertaining to 737 recurring pricing	10/12/2023	I. Mounir M. Suchinski
52	Added section 2.f)i) to Attachment 1 pertaining to 737 POA Pricing Added section 8.d) to Attachment 1 pertaining to Tooling and Capital Expenditures Attachment 15 737 Rate [****] Constraint Matrix replaced in its entirety	12/21/2023	D. Armani L. Hampton

”

2. 737 POA Pricing. The SBP is hereby amended to add Subsection i) to Attachment 1 Section 2.f) as follows:

   "i) Shipset price reductions set forth in Attachment 1 Section 2.f) above will not be applied to or have any impact on POA pricing."

3. 737 Tooling and Capital Expenditures. The SBP is hereby amended to add Section 8.d) to Attachment 1:

   "d) Boeing will provide to Spirit up to $[****] for Spirit's implementation of Tooling and capital expenditures necessary to support the 737 Rate [****] Constraint Matrix set forth in Attachment 15 (Exhibit 1 to SBP Amendment 52). After the first payment below, the Parties agree to hold joint reviews 30 days prior to the issuance of each related purchase order to confirm the amount and asset content of each funded package. Spirit agrees to prioritize purchased assets to Boeing's production requirements, provide Boeing with documentation validating expenditures, and provide Boeing on-site representatives with observable evidence of assets in place on a periodic basis. Boeing will pay to Spirit, via purchase order (issued no later than 60 days prior to the respective payment date, unless otherwise specified below) and invoice, for Tooling and capital expenditures by Spirit, as follows:

   - $[****] paid, via wire transfer, no later than October 26, 2023
   - $[****] paid no later than January 31, 2024
   - $[****] paid no later than April 30, 2024
   - $[****] paid no later than July 31, 2024
   - $[****] paid no later than October 31, 2024
   - $[****] paid no later than January 31, 2025
   - $[****] paid no later than April 30, 2025

   Spirit will submit Certified Tool Lists to Boeing for all associated Tooling. The above payments are not contingent upon Certified Tool Lists submittal by Spirit or approval by Boeing. Spirit will provide Certified Tool Lists within 12 months of Tool completion."

4. Constraint Matrix. The 737 Rate [****] Constraint Matrix within SBP Attachment 15 is hereby deleted and replaced in its entirety with the 737 Rate [****] Constraint Matrix set forth in Exhibit 1 hereto.

5. Miscellaneous.

   5.1. All other provisions of the SBP remain unchanged and in full force and effect.

   5.2. This Amendment cancels and supersedes all previous agreements between the Parties relating to the content of this Amendment, whether written or oral.

6. Governing Law. This Amendment shall be governed by the internal laws of the State of Washington without reference to any rules governing conflict of laws.

7. Confidentiality. The terms of this Amendment, together with the information exchanged by the Parties during negotiation hereof, are confidential under the terms of the Agreement.

EXECUTED as of the last date set forth below by the duly authorized representatives of the Parties.

THE BOEING COMPANY	**SPIRIT AEROSYSTEMS, INC.**
/s/ David Armani	/s/ Leanna Hampton
Signature	Signature
David Armani	Leanna Hampton
Printed name	Printed name
Procurement Agent	Director, Contracts
Title	Title
12/21/2023	12/21/2023
Date	Date

Exhibit 1

[****]

AMENDMENT NUMBER 4

TO

GENERAL TERMS AGREEMENT

BCA-65520-0032

BETWEEN

THE BOEING COMPANY

AND

SPIRIT AEROSYSTEMS, INC

This Amendment Number 4 (**Amendment No. 4**) to General Terms Agreement BCA-65520-0032 is entered into as of the last dated signature below between Spirit AeroSystems, Inc., a Delaware corporation having its principal office in Wichita, Kansas (**Spirit**) and The Boeing Company, a Delaware corporation, acting by and through its Boeing Commercial Airplanes division (**Boeing**). Below, Spirit and Boeing may be referred to jointly as the "**Parties**."

RECITALS

A. The Parties entered into Special Business Provisions, BCA-MS-65530-0019, dated June 16, 2005 (**SBP**) and the General Terms Agreement, GTA BCA-65520-0032, dated June 16, 2005 (**GTA**) (collectively, the **Agreement**).

B. The most recent Amendment to the GTA is Amendment No. 3 dated January 19, 2021.

C. The Parties entered into a Memorandum of Agreement dated October 12, 2023 (**MOA**).

D. All capitalized terms used but not defined in this Amendment No. 4 have the same meaning as in the GTA.

E. The Parties wish to amend the GTA as set forth herein.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. The list of “AMENDMENTS” within the GTA is hereby deleted and replaced in its entirety as follows:

AMENDMENTS

Number	Description	Date	Approval
1	Spirit name change – All references to Mid-Western Aircraft Systems Inc. are changed to Spirit AeroSystems inc. or Spirit	06/19/09	J. Loomis M. Kurimsky
2	8.1.A: Deleted reference to SBP Section 3.4.2.3 to conform with SBP Amendment 17	05/12/11	R. Parks M. Kurimsky
3	Replaced Section 15.3 and added Section 29.0	01/19/21	H. Langowski E. Bossler
4	Added Section 8.5 and replaced Section 20.4	12/21/23	D. Armani L. Hampton

2. The GTA is hereby amended to add Section 8.5 “Repudiation” as follows:

“8.5 Repudiation

The Parties agree that repudiation by Spirit of timely delivery under GTA BCA-65530-0016, GTA BCA-65520-0032, SBP MS-65530-0019, or SBP MS-65530-0016, would cause irreparable harm to Boeing for which damages would not be an adequate remedy. Accordingly, in the event Spirit repudiates timely delivery under any of the aforementioned agreements, Boeing will be entitled to equitable relief, including but not limited to, specific performance and preliminary and permanent injunctions.”

3. Section 20.4 “Assignment” of the GTA is hereby deleted in its entirety and replaced with following revised Section 20.4:

“20.4 Assignment

The following language shall apply from October 12, 2023, through December 31, 2030:

Spirit shall not assign any of its rights or interest in this Agreement, the SBP, or any Order, or subcontract all or substantially all of its performance of this Agreement, the SBP, or any Order, without Boeing’s prior written consent, which shall not be unreasonably withheld, except that Boeing may withhold its consent to an Assignment to a Disqualified Person (as defined below) for any reason and

at its sole discretion. Spirit shall provide Boeing with thirty (30) days notice prior to any proposed assignment (including any proposed Assignment to a Disqualified Person). Spirit shall not delegate any of its duties or obligations under this Agreement; provided that this shall not prohibit Spirit from subcontracting as permitted pursuant to the applicable SBP. Spirit may assign its right to monies due or to become due. No assignment, delegation or subcontracting by Spirit, with or without Boeing's consent, shall relieve Spirit of any of its obligations under this Agreement, the SBP, or Order or prejudice any rights of Boeing against Spirit whether arising before or after the date of any assignment. This article does not limit Spirit's ability to purchase standard commercial supplies or raw material.

The prohibition set forth in this GTA Section 20.4 includes, without limitation (and the following shall be deemed to be **Assignments to a Disqualified Person** by Spirit), in any transaction or series of related transactions: (i) a consolidation or merger of Spirit in which a Disqualified Person directly or indirectly holds, immediately after consummation of the transaction, more than thirty-five percent (35%) of the voting power of the equity securities of the entity resulting from or surviving such transaction; (ii) the acquisition directly or indirectly by a Disqualified Person of either (a) more than 35% of the voting power of the equity securities of Spirit or any of its affiliates whose performance is required for the production of the Products or (b) more than 35% of the voting power of the equity securities of any direct or indirect affiliate of Spirit holding more than fifty percent (50%) of the voting power of the issued and outstanding voting stock of Spirit or any of its affiliates whose performance is required for the production of the Products, in either case for clauses (a) or (b) unless Spirit provides and Boeing accepts Spirit's adequate assurance of continuity of supply, which assurance Boeing may accept or reject at its sole discretion; (iii) the sale, lease, assignment or transfer to a Disqualified Person, of either (a) all or substantially all of the assets of Spirit, or (b) all or substantially all of the assets used by Spirit and its affiliates to produce the Products for any particular airplane program; (iv) any assignment of Spirit's rights or interest in this Agreement, the SBP, or any Order to a Disqualified Person, or subcontracting of all or substantially all of Spirit's performance of this Agreement, the SBP, or any Order to a Disqualified Person; and (v) any other transaction pursuant to which a Disqualified Person obtains the ability to direct or cause the direction of the management and policies of Spirit or any of its subsidiaries whose performance is required for the production of the Products.

A Disqualified Person is:

(i) a Person, a principal business of which is as an original equipment manufacturer of commercial aircraft, defense systems, satellites, space launch vehicles or space vehicles;

(ii) a Person that Boeing reasonably believes is unable to perform this Agreement, for reasons, including but not limited to, financial viability, export and import laws, and demonstrated past performance failures;

(iii) a Person, that after giving effect to the transaction, would be the supplier of more than forty percent (40%) by value of the major structural components of any model of Boeing aircraft then in production, unless it is mutually agreed that significant identifiable benefits will accrue to Boeing as a result of the transaction;

(iv) a Person who is one of the following companies or a parent, subsidiary or affiliate of one of the following companies: Lufthansa Technique; Israeli Aircraft Industries; HAECO; PEMCO Aeroplex, EADS/Airbus, or who is an airline or an operator of commercial aircraft in revenue service or a parent, subsidiary or affiliate of an airline or an operator of commercial aircraft in revenue service; or

(v) any Person to which Boeing does not consent in its sole discretion.

Spirit shall not permit any Person described in clause (iv) of the definition of Disqualified Person to hold any voting stock of Spirit at any time that Spirit is not a Public Company. Spirit shall not enter into any agreement under which any Person described in clause (iv) of the definition of Disqualified Person is entitled to designate one or more members of Spirit's board of directors at any time that Spirit is a Public Company. A Public Company is any Person (i) with equity securities registered under Section 12 of the Securities Exchange Act of 1934 or which is subject to the reporting requirements of Section 15(d) of the Securities Exchange Act of 1934 or (ii) with equity securities traded or quoted in a domestic or foreign securities exchange or market.

For the avoidance of doubt, Boeing and Spirit agree that HMSGTA MWS and Supplemental License Agreements WS-001/-002/-003 and -004 may be assigned to the third party receiving assignment of this GTA and its corresponding SBP's. Any other Supplemental License Agreement between Boeing and Spirit will be subject to the assignment terms of HMSGTA MWS.

In the event of any Assignment to a Disqualified Person:

1. Spirit will immediately refund to Boeing an amount equal to all advance payments received from Boeing pursuant to Section 9 ("787 Tooling and Capital") of the Memorandum of Agreement dated October 12, 2023 (or any

definitive document reflecting the payments set forth in that section), less any repayments received from Spirit by Boeing pursuant to that section (or any definitive document reflecting the repayments set forth in that section);

If Spirit does not refund this amount in full within 10 days of written notice from Boeing the amount is due, this amount may be set off by Boeing against any amount owing at any time by Boeing to Spirit, regardless of whether any such amount is then due and owing from Boeing to Spirit;

2. Spirit will immediately refund to Boeing an amount equal to all payments received from Boeing pursuant to Section 12 [737 Tooling and Capital Expenditures] of the Memorandum of Agreement dated October 12, 2023 (or any definitive document reflecting the payments set forth in that section), regardless of whether any such amount is then due and owing from Boeing to Spirit. Upon payment from Spirit to Boeing, title to all Tooling purchased with funds received from Boeing pursuant to Section 12 [737 Tooling and Capital Expenditures] of the Memorandum of Agreement dated October 12, 2023 (or any definitive document reflecting the payments set forth in that section) will transfer from Boeing to Spirit. Boeing shall have the exclusive option to purchase any such Tooling at the original price within 120 days of transfer of title of such Tooling to Spirit.

   If Spirit does not refund this amount in full within 10 days of written notice from Boeing the amount is due, this amount may be set off by Boeing against any amount owing at any time by Boeing to Spirit, regardless of whether any such amount is then due and owing from Boeing to Spirit;

3. Boeing will have no further obligation to make any payment under Sections 9 or 12 of the Memorandum of Agreement dated October 12, 2023 (or any definitive document reflecting the payments set forth in those sections);

4. All amounts then owing from Spirit to Boeing pursuant to the Memorandum of Agreement dated April 28, 2023, as modified by Section 13 of the Memorandum of Agreement dated October 12, 2023, will become immediately due and payable and, if Spirit has not paid in full within 10 days of written notice from Boeing the amount is due, may be set off by Boeing against any amount owing at any time by Boeing to Spirit, regardless of whether any such amount is then due and owing from Boeing to Spirit; and

5. The then-remaining balance of the Advance Payments due to Boeing pursuant to Section 5.5 of the SBP will become immediately due and payable and, if Spirit has not paid in full within 10 days of written notice from Boeing the amount is due, may be set off by Boeing against any amount owing at any time by Boeing to Spirit, regardless of whether any such amount is then due and owing from Boeing to Spirit.

Boeing may, at its sole discretion, waive the immediately preceding rights by written notice to Spirit and not otherwise.

The following language shall apply beginning January 1, 2031:

Spirit shall not assign any of its rights or interest in this Agreement or any Order, or subcontract all or substantially all of its performance of this Agreement or any Order, without Boeing's prior written consent, which shall not be unreasonably withheld except that Boeing may withhold its consent to an assignment to a Disqualified Person (as defined below) for any reason and at its sole discretion. Spirit shall provide Boeing with thirty (30) days notice prior to any proposed assignment. Spirit shall not delegate any of its duties or obligations under this Agreement; provided that this shall not prohibit Spirit from subcontracting as permitted pursuant to the applicable SBP. Spirit may assign its right to monies due or to become due. No assignment, delegation or subcontracting by Spirit, with or without Boeing's consent, shall relieve Spirit of any of its obligations under this Agreement or Order or prejudice any rights of Boeing against Spirit whether arising before or after the date of any assignment. This article does not limit Spirit's ability to purchase standard commercial supplies or raw material.

The prohibition set forth in this GTA Section 20.4 includes, without limitation (and the following shall, subject to the immediately following sentence, be deemed to be "assignments"): (i) a consolidation or merger of Spirit in which a Disqualified Person directly or indirectly holds, immediately after consummation of the transaction more than fifty percent (50%) of the voting power of the issued and outstanding voting stock of the corporation resulting from or surviving such transaction; (ii) the acquisition directly or indirectly by a Disqualified Person of voting stock of any corporate Spirit having more than fifty percent (50%) of the voting power of the issued and outstanding voting stock of Spirit; (iii) the sale, assignment or transfer of all or substantially all of the assets of Spirit to a Disqualified Person; and (iv) where Spirit is a partnership, acquisition of control of such partnership by a Disqualified Person. Any consolidation, merger, acquisition of voting stock or sale, assignment or transfer of all or substantially all of the assets of Spirit that is not prohibited by the immediately preceding sentence shall not constitute an "assignment" for purposes of this GTA and shall not be prohibited by, or require Boeing's consent under, this Section 20.4.

A Disqualified Person is:

(i) a Person, a principal business of which is as an original equipment manufacturer of commercial aircraft, defense systems, satellites, space launch vehicles or space vehicles;

(ii) a Person that Boeing reasonably believes is unable to perform this Agreement, for reasons, including but not limited to, financial viability, export and import laws, and demonstrated past performance failures;

(iii) a Person, that after giving effect to the transaction, would be the supplier of more than forty percent (40%) by value of the major structural components of any model of Boeing aircraft then in production, unless it is mutually agreed that significant identifiable benefits will accrue to Boeing as a result of the transaction; or

(iv) a Person who is one of the following companies or a parent, subsidiary or affiliate of one of the following companies: Lufthansa Technique; Israeli Aircraft Industries; HAECO; PEMCO Aeroplex, EADS/Airbus, or who is an airline or an operator of commercial aircraft in revenue service or a parent, subsidiary or affiliate of an airline or an operator of commercial aircraft in revenue service.

Spirit shall not permit any Person described in clause (iv) of the definition of Disqualified Person to hold any voting stock of Spirit at any time that Spirit is not a Public Company. Spirit shall not enter into any agreement under which any Person described in clause (iv) of the definition of Disqualified Person is entitled to designate one or more members of Spirit's board of directors at any time that Spirit is a Public Company. A Public Company is any Person (i) with equity securities registered under Section 12 of the Securities Exchange Act of 1934 or which is subject to the reporting requirements of Section 15(d) of the Securities Exchange Act of 1934 or (ii) with equity securities traded or quoted in a domestic or foreign securities exchange or market.

For the avoidance of doubt, Boeing and Spirit agree that HMSGTA MWS and Supplemental License Agreements WS-001/-002/-003 and -004 may be assigned to the third party receiving assignment of this GTA and its corresponding SBP's. Any other Supplemental License Agreement between Boeing and Spirit will be subject to the assignment terms of HMSGTA MWS."

4. Miscellaneous.

4.1. All other provisions of the GTA remain unchanged and in full force and effect.

4.2. This Amendment No. 4 cancels and supersedes all previous agreements between the Parties relating to the content of this Amendment No. 4, whether written or oral.

5. Governing Law.

This Amendment No. 4 shall be governed by the internal laws of the State of Washington without reference to any rules governing conflict of laws.

6. Confidentiality.

The terms of this Amendment, together with the information exchanged by the Parties during negotiation hereof, are confidential under the terms of the Agreement.

EXECUTED as of the last date set forth below by the duly authorized representatives of the Parties.

THE BOEING COMPANY	**SPIRIT AEROSYSTEMS, INC.**
/s/ David Armani	/s/ Leanna Hampton
Signature	Signature
David Armani	Leanna Hampton
Printed name	Printed name
Procurement Agent	Director, Contracts
Title	Title
12/21/2023	12/21/2023
Date	Date

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [****], HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDMENT NUMBER 39

TO

SPECIAL BUSINESS PROVISIONS (SBP) BCA-MS-65530-0019

BETWEEN

THE BOEING COMPANY

AND

SPIRIT AEROSYSTEMS, INC.

THIS AMENDMENT NUMBER 39 (**Amendment**) to Special Business Provisions BCA-MS-65530-0019 is entered into as of the last dated signature below between Spirit AeroSystems, Inc., a Delaware corporation with its principal office in Wichita, Kansas (**Spirit**) and The Boeing Company, a Delaware corporation, acting by and through its Boeing Commercial Airplanes division (**Boeing**). Hereinafter, Spirit and Boeing may be referred to individually as a "**Party**" and jointly as the "**Parties**."

RECITALS

A. The Parties have entered into the Special Business Provisions, BCA-MS-65530-0019, dated June 16, 2005 (**SBP**) and the General Terms Agreement, GTA BCA-65520-0032, dated June 16, 2005 (collectively, the **Agreement**).

B. The most recent amendment to the SBP is Amendment 38, entered into on July 10, 2023.

C. The Parties entered into a Memorandum of Agreement dated October 12, 2023 (**MOA**).

D. All capitalized terms used but not defined in this Amendment have the same meaning as in the SBP.

E. The Parties wish to amend the SBP as set forth herein.

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [****], HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. The list of "AMENDMENTS" within the SBP is hereby deleted and replaced in its entirety as follows:

"AMENDMENTS

Number	Description	Date	Approval
1	Provisions for addition of second Fatigue Unit	09/18/06	K. O'Brien M. Kurimsky
2	Provisions for COPB5	10/23/06	T. Pierson M. Kurimsky
3	Revised Payment Terms and Settlement of Claims	03/26/08	R. Parks L. McCutchen
4	A10.3.1 Relocation/Subcontract Notification	03/11/08	J. Loomis M. Kurimsky
5	D&MI Agreement 1. Changed all references of Mid-Western Aircraft Systems Inc. to Spirit AeroSystems Inc. 2. Added additional Section 1.0: definitions 3. Amended SBP 5.5 in its entirety 4. Amended SBP 7.1 in its entirety 5. Added the D&MI One Plan Documents to SBP Attachment 4 table of documents 6. Added SBP Attachment 23	06/23/09	J. Loomis M. Kurimsky
6	D&MI Advance Payment for S-41 Pre-Amendment 5 D&MI Nonrecurring Work 1. Amended SBP 5.5 in its entirety 2. Amended SBP Attachment 1 in its entirety 3. Amended SBP Attachment 2 in its entirety 4. Amended SBP Attachment 3 in its entirety	07/21/09	R. Parks M. Kurimsky
7	Restrictions on Lobbying 1. Added Section 37 to the contract	09/15/09	Mario Guillen W. Davis
8	Pylon Firm Configuration Price Adjustment 1. Amended SBP Attachment 1 in its entirety 2. Amended SBP Attachment 2 in its entirety 3. Amended SBP Attachment 3 in its entirety	11/04/09	Mario Guillen Alex Webb
9	D&MI Wing/Pylon Retro Proposal Phase I Advanced Payment 1. Amended SBP 5.5 in its entirety 2. Amended SBP Attachment 1 in its entirety 3. Amended SBP Attachment 2 in its entirety 4. Amended SBP Attachment 3 in its entirety	11/12/09	Jeff Loomis / Mike Kurimsky
10	Quarterly Certified Inventory Reporting Form 1. Amended SBP Attachment 21 in its entirety	11/20/09	Peter Yi Calleen Green
11	D&MI 3Q09 Advance Payment 1. Amended SBP 5.5 in its entirety 2. Amended SBP Attachment 1 in its entirety 3. Amended SBP Attachment 2 in its entirety 4. Amended SBP Attachment 3 in its entirety 5. Amended SBP Attachment 4 in its entirety	11/13/09	Jeff Loomis / Mike Kurimsky
12	D&MI 4Q09 Advance Payment 1. Amended SBP 5.5 in its entirety 2. Amended SBP Attachment 1 in its entirety 3. Amended SBP Attachment 2 in its entirety 4. Amended SBP Attachment 3 in its entirety	2/11/10	Jeff Loomis / Wade Davis

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [****], HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

Number	Description	Date	Approval
13	D&MI 1Q10 Advance Payment 1. Amended SBP 5.5 in its entirety 2. Amended SBP Attachment 1 in its entirety 3. Amended SBP Attachment 2 in its entirety 4. Amended SBP Attachment 3 in its entirety	5/26/10	Jeff Loomis / Wade Davis
14	D&MI 2Q10 Advance Payment 1. Amended SBP 5.5 in its entirety 2. Amended SBP Attachment 1 in its entirety 3. Amended SBP Attachment 2 in its entirety 4. Amended SBP Attachment 3 in its entirety	9/30/10	Mario Guillen Wade Davis
15	D&MI 3Q10 Advance Payment 1. Amended SBP 5.5 in its entirety 2. Amended SBP Attachment 1 in its entirety 3. Amended SBP Attachment 2 in its entirety 4. Amended SBP Attachment 3 in its entirety	11/12/10	Mario Guillen Wade Davis
16	D&MI 4Q10 Advance Payment 1. Amended SBP 5.5 in its entirety 2. Amended SBP Attachment 1 in its entirety 3. Amended SBP Attachment 2 in its entirety 4. Amended SBP Attachment 3 in its entirety	2/28/11	Mario Guillen Wade Davis
17	MOA Dated 12-21-10 (Blockpoint 20 Settlement) 1. Amended or added: SBP Table of Contents, Sections 1.0, 3.1.1, 3.2.1, 3.3.1, 3.3.2.2, 3.3.4.3 and 3.3.4.8, 3.3.7, 3.3.7.1, 3.3.7.2, 3.3.7.3, 3.4.2.1, 3.4.5, 4.1.1, 4.1.3, 4.2, 4.3.1, 4.3.1.1, 4.4, 4.7, 4.8, 4.9, 4.10, 5.5, 5.6, 5.7, 5.8, 5.8.1, 5.8.2, 6.1, 6.2, 6.3, 7.1, 7.2, 7.2.1, 7.2.2, 7.2.3, 7.5, 7.5.1, 7.5.2, 7.8, 7.8.1, 7.8.2, 11.2 2. Deleted SBP Sections 3.3.2.3.I, 3.4.2.3, 7.9, 7.10 3. Amended or added SBP Attachments 1, 2, 3, 4, 7, 14, 16, 23, 25, 26, 27, 28 4. Deleted SBP Attachments 13 and 19 5. Throughout SBP, various references to: “SBP Attachment 7 Indentured Parts Price List and Spare Parts Pricing” are revised to “the SPPC”.	5/12/11	R. Parks M. Kurimsky
18	D&MI One Plan Update 1. Updated SBP Attachments 1, 3, 23, 25 2. Amended: SBP Section 7.4 per Amendment 3	8/24/11	M. Guillen M. Kurimsky
19	D&MI One Plan Update Updated SBP Attachments 1, 2, 3, 16, 23, 25	7/30/12	A. Mauldin C. Cotner
20	D&MI One Plan Update 1. Updated SBP Attachments 1, 2, 3, 16, 23, 25, 27	6/5/13	Jeff Loomis C. Cotner
21	D&MI One Plan Update 1. Amended: SBP Section 8. 2. Updated SBP Attachments 1, 2, 3, 16, 23, 25, 27, 29	6/12/14	C. Francois L. Hampton
22 (VOID)	MOA Dated 4-8-14 (2015 Sustaining Pricing Agreement) 1. Amended SBP Section 5.5 2. Updated SBP Attachment 1	11/12/14	S. Garcia-Deleone C. Green
22R1	MOA Dated 4-8-14 (2015 Sustaining Pricing Agreement) 1. Amended SBP Section 5.5 2. Updated SBP Attachment 1	12/4/14	S. Garcia-Deleone L. Hampton
23	Annual Price Adjustment thru Line Number [****] 1. Updated SBP Attachments 1, 2, and 27 Boeing Performed Rework and Repair 1. Updated SBP Attachment 16 Table A.1	8/3/15	J. Loomis L. Hampton

Number	Description	Date	Approval
24	Annual Price Adjustment thru Line Number [****] 1. Updated SBP Attachments 1, 2, 3, and 27 Boeing Performed Rework and Repair 1. Updated SBP Attachment 16 Table A.1	12/16/15	J. Loomis L. Hampton
25	MOU Dated 8-1-17 (Collective Resolution) 1. Amended SBP Sections 3.2.1, 4.1.3, 4.2, 4.3.1.1, 4.10, 4.12, 5.2.1, 7.2.1, 7.2.2, 7.5.1, 7.8.2, 8.1, 11.2, 12.6, and 12.8.1 2. Updated SBP Attachments 1, 2, 3, 7, 10, 16, 26, 27, 28, and 30 Annual Shipset Price Adjustment thru Line Number [****] 1. Updated SBP Attachments 1, 2, and 27 Annual Shipset Price Adjustment thru Line Number[****] 1. Updated SBP Attachments 1 and 2 Boeing Performed Rework and Repair 1. Updated SBP Attachment 16 Table A.1	9/22/17	J. Will M. Kurimsky
26	PMI De-Implementation 1. Updated SBP Attachments 1 and 27 2. Added SBP Section 12.8.6 and Attachment 31	12/14/17	R. Satterthwaite L. Hampton
27	Annual Shipset Price Adjustment thru Line Number [****] 1. Updated SBP Section 7.2.1 and SBP Attachments 1 and 2 Boeing Performed Rework and Repair 1. Updated SBP Attachment 16 Section A	8/17/18	H. Langowski L. Hampton
28	MOA Dated 12-21-2018 (Collective Resolution 2.0) 1. Amended SBP Sections 4.1.3, 4.10, 5.5, and 7.5 and SBP Attachments 1, 7, 18, 27, 30, and 3 2. Added SBP Section 4.12.1 and Attachments 32 and 3 (Concurrently with the MOA, the Parties also executed that certain Settlement and Release Agreement dated 12-21-2018 pertaining to the release and settlement of warranty and various other claims)	1/30/19	T. McGuigan E. Bossler
29	787 In-House Composite Tape Slitting 1. Added SBP Section 12.8.7	5/14/19	H. Langowski L. Bockover
30	Annual Shipset Price Adjustment thru Line Number [****] 1. Updated SBP Attachments 1 and 2 Boeing Performed Rework and Repair 1. Updated SBP Attachment 16 Section A	8/2/19	H. Langowski R. Grant
31	Configuration Control 1. Updated SBP Section 21.0 “Configuration Control” 2. Added new Section 21.1 [****]	9/25/19	H. Langowski E. Bossler
32	Supply Chain Integration 1. Updated SBP Section 12.8 2. Added new Section 12.8.8 [****]	4/15/20	H. Langowski R. Grant
33	Payment Terms 1. Updated SBP Section 5.2.1	1/19/21	H. Langowski E. Bossler
34	Annual Shipset Price Adjustment thru Line Number [****] 1. Updated SBP Attachments 1 and 2 Boeing Performed Rework and Repair 1. Updated SBP Attachment 16 Section A	6/30/21	H. Langowski R. Grant
35	Annual Shipset Price Adjustment thru Line Number [****] 1. Updated SBP Attachments 1 and 2	12/22/21	H. Langowski R. Grant
36	Industry Assist at Boeing Repair Station(s) 1. Added new Section 8.3.1	2/9/22	H. Langowski R. Grant

Number	Description	Date	Approval
37	Annual Shipset Price Adjustment thru Line Number [****] 1. Updated SBP Attachments 1 and 2	8/24/22	H. Langowski R. Grant
38	Electronic Access, Communications and Data Exchange Via Telecommunications 1. Updated SBP Section 12.4 “Electronic Access/Terms of Use”	7/10/23	E. Charnetskyi K. Clark
39	Incorporating elements of MOA executed October 12, 2023. 1. Updated SBP Sections 3.2.1, 4.3.1, and Attachment 1 2. Added new SBP Section 4.1.4	12/21/23	D. Armani L. Hampton

”

2. SBP Section 3.2.1 is deleted and replaced in its entirety with the following:

“3.2.1 Production Rates

This SBP contains no minimum or maximum production rates.

A. Spirit will implement a production rate of [****] Shipsets per month eighteen (18) months from when Boeing directs such a production rate increase in writing. Boeing will accelerate deliveries of Boeing Furnished Material, also referred to as Partner Managed Inventory (“PMI”), as reasonably necessary to support Spirit’s start of [****] Shipsets per month.

B. Spirit is responsible for capitalization to support a production rate of [****] Shipsets per month as described below.

Boeing will advance to Spirit up to $[****] for Spirit’s implementation of Tooling and capital expenditures necessary to support up to [****] Shipsets per month. Boeing will pay to Spirit, via purchase order (issued no later than 60 days prior to the respective payment date, unless otherwise specified below) and invoice, for Tooling and capital expenditures by Spirit, as follows:

$[****] paid to Spirit, via wire transfer, no later than October 26, 2023
$[****] paid no later than January 31, 2024
$[****] paid no later than April 30, 2024
$[****] paid no later than July 31, 2024
$[****] paid no later than October 31, 2024
$[****] paid no later than January 31, 2025
$[****] paid no later than April 30, 2025

i. After the first payment above, the Parties agree to hold joint reviews 30 days prior to the issuance of each related purchase order to confirm the amount and asset content of each funded package.

ii. Spirit agrees to prioritize purchased assets to Boeing production requirements, provide Boeing with documentation validating expenditures,

and provide Boeing on-site representatives with observable evidence of assets in place on a periodic basis.

Spirit will repay to Boeing up to $[****], as further specified below. Spirit will align the repayment plan to coincide with Spirit's deliveries to Boeing and will offset payments utilizing the formula of number of units delivered in the respective time period based on the schedule below, times average shipset price, until the amount is fully offset for each respective time period. Any variability to this calculation based on the offset of units, or average shipset price, will be trued up in the fourth quarter of 2027. Spirit will repay to Boeing, via wire transfer, up to $[****], as follows:

$[****] paid no later than April 30, 2025
$[****] paid no later than October 31, 2025
$[****] paid no later than April 30, 2026
$[****] paid no later than October 31, 2026
$[****] paid no later than April 30, 2027
$[****] paid no later than October 31, 2027

In the event that Boeing advances to Spirit less than $[****], the repayment amount of $[****], and the individual repayment amounts above, will be proportionately adjusted so that Spirit's total repayment is equal to 79.0518% of Boeing's advance. This percentage represents the initial repayment amount over the initial advance amount.

C. For the first occurrence exceeding [****] Shipsets per month, Spirit acknowledges that production rates can be reached within a commercially reasonable lead time. Boeing will provide market and backlog data to Spirit prior to Boeing's decision to increase the production rate and to assist the Parties in determining Spirit's overall business case.

At the time of the Boeing decision to increase the production rate above [****] Shipsets per month, if Spirit requires capital investments to attain the desired rate, a contribution margin calculation as specified in SBP Attachment 28 shall be utilized to determine if the additional revenue will reasonably recover Spirit's estimate of its capital investments. In the event this calculation does not project recovery of Spirit's investments, then Boeing and Spirit will negotiate an equitable price adjustment.

D. Spares requirements are in addition to production. Spirit shall support all Spares. (For capacity planning purposes only, a reasonable estimate at the time of execution of this SBP is an average of .25 Shipsets per month.)

E. For the avoidance of doubt, nothing in this SBP Section 3.2.1 shall affect the provisions of SBP Section 3.3.7 and Attachment 23, “Derivatives and Mission Improvement.”

3. A new SBP Section 4.1.4 is added:

“**4.1.4 Shipset Prices for Shipsets 1164 through 1605 and Shipsets 1606 and Beyond**

As of Amendment 39, Boeing will pay Spirit $[****] via incremental 787 recurring Shipset Price increases effective at LN 1164 through LN 1605. The per Shipset Price shall be rate variable and as set forth in Attachment 1, Recurring Shipset Price (All Minor Models). No later than 10 business days after execution of Amendment 39, Boeing will amend any outstanding purchase orders as necessary to reflect the pricing shown in Attachment 1, Recurring Shipset Price (All Minor Models). No later than 15 business days after execution of Amendment 39, the Parties will jointly reconcile pricing for any Products already delivered starting with Line Number 1164 through such time as the purchase orders are amended with pricing as shown in Attachment 1, Recurring Shipset Price (All Minor Models). No later than 3 business days after the Parties complete the reconciliation, Boeing will pay to Spirit the reconciliation value via wire transfer.

Within 30 days following the delivery of Line Number 1605 from Spirit to Boeing, the Parties will reconcile the adjusted pricing set forth in Attachment 1, Recurring Shipset Price (All Minor Models) against the 787 Shipset pricing as of 787 SBP Amendment 37. In the event the incremental amounts paid to Spirit do not total $[****], the respective Party will pay, via wire transfer, any amount due within 10 business days of completing the reconciliation. For clarity, any Shipset pricing revisions subsequent to Amendment 39 resulting from statement of work revisions/changes will not be applied towards the $[****] incremental Shipset Price increase.

The Parties, at either’s request, agree to meet at a mutually agreeable time, with a mutual goal of concluding negotiations 12 months prior to the delivery of LN 1605, to discuss in good faith potential pricing changes, other interests and considerations pertaining to LN 1606 and beyond.”

4. SBP Section 4.3.1 is deleted and replaced in its entirety with the following:

“4.3.1 Pricing Methodology for In-Production Spare Parts

Boeing and Spirit will develop a firm fixed average Price for each Spare Part, in which the Price shall be the "indentured" prices of parts as specified in SBP

Attachment 7 and the application of pricing factors as provided in SBP Section 4.3.4, “Spares Pricing Factors”. The result shall be incorporated into the Spares Parts Price Catalog (SPPC) as described in SBP Section 3.5. The line item prices contained in such "indentured" priced parts list (“IPPL”) shall be adjusted by Spirit, and agreed to by Boeing, each time an adjustment of Prices for Products is made pursuant to SBP Section 7.0 “Change Provisions”, with the effect that the sum of such line item prices shall equal the then current average Shipset Price. Spirit shall update the SPPC to reflect then current pricing not later than ninety (90) days after completion of any amendment of this SBP as provided in SBP Section 7.0 and the Administrative Agreement. Payment for any Spare Part will be made in accordance with SBP Section 5.0 “Payment”. Separate Indentured Parts Price Lists shall be established for the 787-8 and any derivative configuration.

Notwithstanding anything to the contrary in this SBP, the IPPL and SPPC will not be adjusted to reflect the $[****] of incremental 787 recurring Shipset Price increases made pursuant to the Parties’ MOA dated October 12, 2023.”

5. SBP Attachment 1 is deleted and replaced in its entirety with the following:

"

SBP ATTACHMENT 1 TO
SPECIAL BUSINESS PROVISIONS

WORK STATEMENT AND PRICING

Recurring Shipset Price -8 (Line Numbers 1-1163, 1606-2205)

Airplane Numbers	Section 41 & NLG	Pylons	Wing Fixed Leading Edge	Wing Movable Leading Edge	Totals
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]

Recurring Shipset Price -9 (Line Numbers 1-1163, 1606-2205)

Airplane Numbers	Section 41 & NLG	Pylons	Wing Fixed Leading Edge	Wing Movable Leading Edge	Totals
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]

Recurring Shipset Price -10 (Line Numbers 1-1163, 1606-2205)

Airplane Numbers	Section 41 & NLG	Pylons	Wing Fixed Leading Edge	Wing Movable Leading Edge	Totals
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]
[****]	[****]	[****]	[****]	[****]	[****]

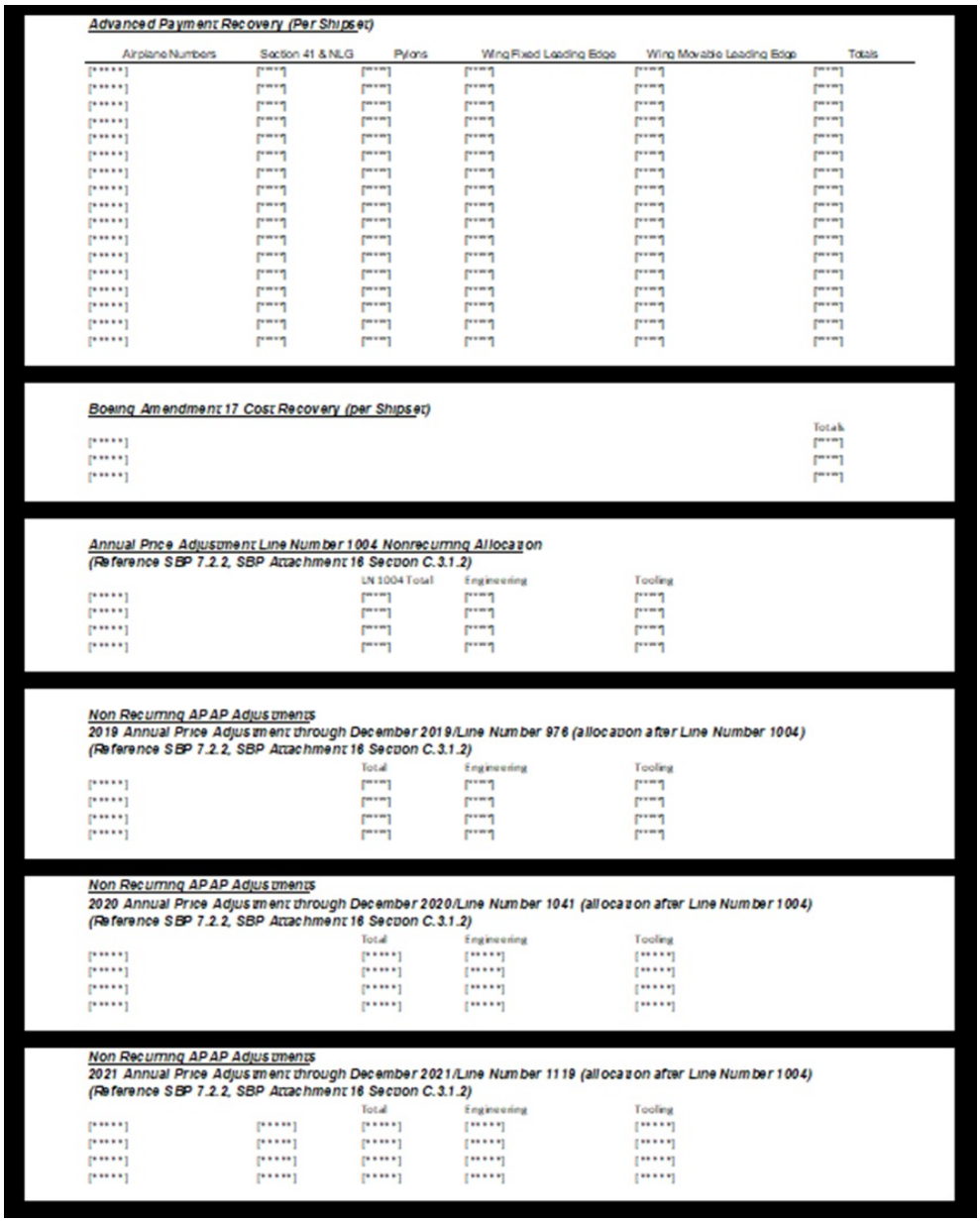
Recurring Shipset Price (All Minor Models)

Airplanes Per Month	Section 41 & NLG	Pylons	Wing Fixed Leading Edge	Wing Movable Leading Edge	Totals
Line Number 1164 through 12/31/2(					
0 - 4.9	[*****]	[*****]	[*****]	[*****]	[*****]
5 - 7.9	[*****]	[*****]	[*****]	[*****]	[*****]
8 - 9.9	[*****]	[*****]	[*****]	[*****]	[*****]
10+	[*****]	[*****]	[*****]	[*****]	[*****]
	[*****]	[*****]	[*****]	[*****]	[*****]
1/1/2026 through Line Number 160!					
0 - 4.9	[*****]	[*****]	[*****]	[*****]	[*****]
5 - 7.9	[*****]	[*****]	[*****]	[*****]	[*****]
8 - 9.9	[*****]	[*****]	[*****]	[*****]	[*****]
10+	[*****]	[*****]	[*****]	[*****]	[*****]

As of Amendment 39, Boeing will pay Spirit $[****] via incremental 787 recurring Shipset Price increases effective at LN 1164 through LN 1605. The per Shipset Price shall be rate variable and as set forth in Attachment 1, Recurring Shipset Price (All Minor Models). No later than 10 business days after execution of Amendment 39, Boeing will amend any outstanding purchase orders as necessary to reflect the pricing shown in Attachment 1, Recurring Shipset Price (All Minor Models). No later than 15 business days after execution of Amendment 39, the Parties will jointly reconcile pricing for any Products already delivered starting with Line Number 1164 through such time as the purchase orders are amended with pricing as shown in Attachment 1, Recurring Shipset Price (All Minor Models). No later than 3 business days after the Parties complete the reconciliation, Boeing will pay to Spirit the reconciliation value via wire transfer.

Within 30 days following the delivery of Line Number 1605 from Spirit to Boeing, the Parties will reconcile the adjusted pricing set forth in Attachment 1, Recurring Shipset Price (All Minor Models) against the 787 Shipset pricing as of 787 SBP Amendment 37. In the event the incremental amounts paid to Spirit do not total $[****], the respective Party will pay, via wire transfer, any amount due within 10 business days of completing the reconciliation. For clarity, any Shipset pricing revisions subsequent to Amendment 39 resulting from statement of work revisions/changes will not be applied towards the $[****] incremental Shipset Price increase.

The Parties, at either's request, agree to meet at a mutually agreeable time, with a mutual goal of concluding negotiations 12 months prior to the delivery of LN 1605, to discuss in good faith potential pricing changes, other interests and considerations pertaining to LN 1606 and beyond.



Advanced Payment Recovery (Per Shipset)

Airplane Numbers	Section 41 & NLG	Pylons	Wing Fixed Leading Edge	Wing Movable Leading Edge	Totals
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]	[****]	[****]

Boeing Amendment 17 Cost Recovery (per Shipset)

	Totals
[*****]	[****]
[*****]	[****]
[*****]	[****]

Annual Price Adjustment Line Number 1004 Nonrecurring Allocation
(Reference SBP 7.2.2, SBP Attachment 16 Section C.3.1.2)

	LN 1004 Total	Engineering	Tooling
[*****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]

Non Recurring AP AP Adjustments
2019 Annual Price Adjustment through December 2019/Line Number 976 (allocation after Line Number 1004)
(Reference SBP 7.2.2, SBP Attachment 16 Section C.3.1.2)

	Total	Engineering	Tooling
[*****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]
[*****]	[****]	[****]	[****]

Non Recurring AP AP Adjustments
2020 Annual Price Adjustment through December 2020/Line Number 1041 (allocation after Line Number 1004)
(Reference SBP 7.2.2, SBP Attachment 16 Section C.3.1.2)

	Total	Engineering	Tooling
[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]

Non Recurring AP AP Adjustments
2021 Annual Price Adjustment through December 2021/Line Number 1119 (allocation after Line Number 1004)
(Reference SBP 7.2.2, SBP Attachment 16 Section C.3.1.2)

		Total	Engineering	Tooling
[*****]	[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]	[*****]

6. Miscellaneous.
   6.1 All other provisions of the SBP remain unchanged and in full force and effect.

6.2 This Amendment cancels and supersedes all previous agreements between the Parties relating to the content of this Amendment, whether written or oral.

7. Governing Law.

This Amendment shall be governed by the internal laws of the State of Washington without reference to any rules governing conflict of laws.

8. Confidentiality.

The terms of this Amendment, together with the information exchanged by the Parties during negotiation hereof, are confidential under the terms of the Agreement.

EXECUTED as of the last date set forth below by the duly authorized representatives of the Parties.

THE BOEING COMPANY	**SPIRIT AEROSYSTEMS, INC.**
/s/ David Armani	/s/ Leanna Hampton
Signature	Signature
David Armani	Leanna Hampton
Printed name	Printed name
Procurement Agent	Director, Contracts
Title	Title
12/21/2023	12/21/2023
Date	Date

SPIRIT AEROSYSTEMS HOLDINGS, INC.
AMENDED AND RESTATED 2014 OMNIBUS INCENTIVE PLAN

FORM OF

TIME-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

Grantee: l
Award: l Restricted Stock Units
Grant Date: l
Fair Market Value on Grant Date: $l

This Time-Based Restricted Stock Unit Award Agreement (the "Award Agreement") is dated as of the Grant Date by and between the Grantee and Spirit AeroSystems Holdings, Inc. (the "Company"), pursuant to the Spirit AeroSystems Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan (as amended from time to time, the "Plan") and the Company's Long-Term Incentive Program (as amended from time to time, the "LTIP"). Capitalized terms not defined in this Award Agreement have the meanings as used or defined in the Plan.

1. **Award.** Pursuant to the Plan and the LTIP, the Company hereby awards to the Grantee this award of Restricted Stock Units (this "Award"). Each Restricted Stock Unit represents the right to receive one Share, subject to the terms and conditions set forth in this Award Agreement, [including any additional terms and conditions for the Employee's country set forth in Appendix A,] the Plan, and the LTIP, including but not limited to the vesting conditions contained in Paragraph 2.

2. **Vesting and Expiration of Restricted Period.** Except as otherwise provided herein or in the Plan or the LTIP, the Restricted Stock Units will vest and the Restricted Period will expire over the three years following the Grant Date pursuant to the following vesting schedule:

Years of Service After the Grant Date	Vested Percentage
Less than 1	0%
1 but less than 2	33%
2 but less than 3	66%
3 or more	100%

The Grantee will be credited with a year of service after the Grant Date for each 12-month period after the Grant Date during which the Grantee is continuously employed by the Company or an Affiliate. Notwithstanding the foregoing, the Committee may at any time, in its sole discretion, credit the Grantee with additional service or otherwise accelerate vesting or remove restrictions with respect to the Restricted Stock Units, if the Committee determines, in its sole discretion, it is in the best interests of the Company to do so.

3. **Delivery.** Except as otherwise provided herein, as soon as administratively feasible following the earlier of (a) the date on which the Restricted Stock Units vest pursuant to the schedule prescribed in Paragraph 2, (b) upon the Grantee's death or Disability, in accordance with Paragraph 6 below, or (c) upon the Grantee's Retirement, in accordance with Paragraph 7 below (but in all cases, no later than 90 days following such payment event, except in the case of death, in which case, payment can be at any time permitted under Code Section 409A), the Company will deliver to the Grantee one Share for each outstanding Restricted Stock Unit granted hereunder. Notwithstanding the foregoing, the Company may, in its sole discretion, (a) elect to pay cash in respect of all or part of such Restricted Stock Units or (b) defer the delivery of Shares beyond the date on which such Restricted Stock Units vest, if such extension would not cause adverse tax consequences under Code Section 409A. If cash is paid in respect of all or part of the Restricted Stock Units granted hereunder, the amount of cash paid will be equal to the Fair Market Value of the Shares as of the date on which the applicable Restricted Stock Units vest.

4. **Dividends.** Any dividends payable on Shares corresponding to the Restricted Stock Units granted hereunder will be held and accumulated by the Company in the form of Dividend Equivalents until such Restricted Stock Units vest. To the extent Dividend Equivalents are accumulated with respect to the Restricted Stock Units, they will be delivered (without interest) to the Grantee within 30 days following the date on which the Restricted Stock Units vest. The Grantee's right to any Dividend Equivalents is subject to forfeiture provisions, as set forth in Paragraph 5.

5. **Forfeiture.** Except as provided in Paragraph 6 or 7 and Sections 13.1 and 15.7 of the Plan, or as otherwise determined by the Committee, upon the Grantee's Termination prior to vesting and the expiration of the Restricted Period, any outstanding, unvested Restricted Stock Units will be forfeited. No Dividend Equivalents will be paid in respect to such forfeited Restricted Stock Units.

6. **Death or Disability.** Notwithstanding any other provision of this Award Agreement or the Plan, upon the Grantee's death or Disability prior to vesting and the expiration of the Restricted Period, the Grantee will fully vest in his or her outstanding, unvested Restricted Stock Units.

7. **Retirement.** Notwithstanding any other provision of this Award Agreement or the Plan, upon the Grantee's Termination due to Retirement prior to vesting and the expiration of the Restricted Period, the Grantee will fully vest in his or her outstanding, unvested Restricted Stock Units. For purposes of this Award Agreement, "Retirement" means

any Termination on or after the date when the Grantee has attained age 62 and the Grantee has been continuously employed for at least three years by the Company, an Affiliate or an entity acquired by the Company or an Affiliate immediately prior to such Termination, other than a Termination by the Company for Cause, a Termination by Grantee at a time that Cause exists, or a Termination due to the Grantee's death or Disability. For the avoidance of doubt, if the Grantee experiences a Termination for any reason and is subsequently re-employed by the Company, an Affiliate or an entity acquired by the Company or an Affiliate, then the three year service requirement must be satisfied following such re-employment in order for the Grantee to be Retirement eligible. Notwithstanding the foregoing, the Grantee will be treated as having terminated employment subject to Paragraph 5 hereof if the Committee determines that applying this Paragraph 7 to retirees (based on age at the time of termination) and not to all employees violates any law or public policy applicable to the Grantee and/or this Award (whether as applied to all holders of Restricted Stock Units or only holders of Restricted Stock Units in the jurisdiction where the Grantee is employed).

8. **Change of Control.** Upon a Change in Control and the incurrence of a Qualifying Termination, the Grantee shall be entitled to the treatment specified in Article 13 of the Plan.

9. **Clawback Policy/Recoupment.** This Award of Restricted Stock Units is subject to the clawback provisions of Section 15.20 of the Plan, any applicable law and any Company policy on the recovery of compensation, as it exists now or as later adopted and as amended and in effect from time to time. For these purposes, the parties acknowledge that this Award Agreement is deemed to provide the Committee with discretion to take all actions permitted by Section 15.20, and the Committee is deemed to have provided for all forfeiture and repayment requirements with respect to this Award, as described therein.

10. **Transferability and Resale Restrictions.** Prior to vesting and the expiration of the Restricted Period, the Restricted Stock Units and the rights relating thereto may not be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by the Grantee other than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer, or encumbrance will be void and unenforceable against the Company or any Affiliate. Any Shares delivered pursuant to this Award Agreement will be subject to such conditions and restrictions on transfer (if any) as are set forth in the Company's certificate of incorporation and bylaws, as well as any stockholders agreement and any other agreement entered into with respect to such Shares.

11. **Tax Representations and Tax Withholding**. By accepting this Award, the Grantee acknowledges and agrees that regardless of any action the Company or, if different, the Affiliate employing the Grantee (the "Employer") takes with respect to any or all federal, state, local or foreign income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items associated with the Restricted Stock Units is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer and that the Company and the Employer (i) make no representations

or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant or vesting of the Restricted Stock Units, the delivery of the Shares, the subsequent sale of Shares acquired at vesting and the receipt of any dividends or dividend equivalents; and (ii) do not commit to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items. Further, if the Grantee is subject to tax in more than one jurisdiction, the Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable event, the Grantee shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations for Tax-Related Items of the Company and/or the Employer. In this regard, the Grantee authorizes the Company and the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items legally applicable to the Grantee (with respect to the Restricted Stock Units granted hereunder as well as any equity awards previously received by the Grantee under any Company stock plan) by one or a combination of the withholding methods set forth under Section 15.3 of the Plan.

Depending on the withholding method, the Company and/or Employer may withhold or account for Tax-Related Items by considering statutory withholding rates or other applicable withholding rates, including maximum rates applicable in the Grantee's jurisdiction(s). In the event of over-withholding, the Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares, or if not refunded, the Grantee may seek a refund from the applicable tax authorities. In the event of under-withholding, the Grantee may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Grantee is deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of Shares is held back solely for purposes of paying the Tax-Related Items.

The Grantee agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the withholding methods set forth under Section 15.3 of the Plan. The Company may refuse to issue or deliver to the Grantee any Shares or proceeds from the sale of Shares if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

12. **Nature of Grant.** In accepting the grant of the Restricted Stock Units, the Grantee acknowledges, understands and agrees that:

a. the Plan and the LTIP are established voluntarily by the Company, they are discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan and the LTIP;

b. the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of an award, or benefits in lieu of an award, even if Restricted Stock Units have been granted in the past;

c. all decisions with respect to future grants of Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;

d. the Grantee is voluntarily participating in the Plan and LTIP;

e. the Restricted Stock Units and the Shares subject to the Restricted Stock, and the income from and value of same, are not intended to replace any pension rights or compensation;

f. the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;

g. unless otherwise agreed with the Company in writing, the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Grantee may provide as a director of an affiliate;

h. the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

i. no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of the Grantee's Termination (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment or service agreement, if any); and

j. neither the Company nor the Employer shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to the Grantee pursuant to the settlement of Grantee's or the subsequent sale of any Shares acquired upon settlement.

13. **[Data Privacy**.

a. Data Collection and Usage. The Company collects, discloses, or uses the Grantee's personal data: name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any Shares of stock or directorships held in the Company, and details of all rights to Shares of stock canceled, vested, or outstanding in the Grantee's favor, which the Company receives

from the Grantee or the Employer ("Personal Data"). The Company will collect, disclose, or use Personal Data for the purposes of allocating Shares and implementing, administering and managing the Grantee's participation in the Plan and the LTIP. The Company's legal basis for the collection, disclosure, or use of Personal Data will be the Grantee's consent.

b. Stock Plan Administration Service Providers. The Company may disclose Personal Data to Shareworks by Morgan Stanley, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan and the LTIP. In the future, the Company may select a different service provider and share Personal Data with another company that serves in a similar manner. The Company's service provider will open an account for the Grantee to receive and trade Shares. The Grantee will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of the Grantee's ability to participate in the Plan and the LTIP.

c. International Data Transfers. The Company and its service providers are based in the United States. The Company's legal basis for the transfer of Personal Data is the Grantee's consent.

d. Data Retention. The Company will retain Personal Data only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan and the LTIP or as required to comply with legal or regulatory obligations, including under tax and security laws (which generally will be seven years after the Grantee ceases participating in the Plan and the LTIP). When the Company no longer needs Personal Data, the Company will remove it from its systems. If the Company keeps Personal Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be compliance with the relevant laws or regulations.

e. Voluntariness and Consequences of Consent Denial or Withdrawal. The Grantee's participation in the Plan and the Grantee's grant of consent is purely voluntary. The Grantee may deny or withdraw the Grantee's consent at any time. If the Grantee does not consent, or if the Grantee withdraws consent, the Grantee cannot participate in the Plan and the LTIP. This would not affect the Grantee's salary as an employee of the Employer or the Grantee's career at the Employer; the Grantee would merely forfeit the opportunities associated with the Plan and the LTIP.

f. Data Subject Rights. The Grantee has the right to (a) request access or copies of Personal Data the Company has, (b) rectify incorrect Personal Data, (c) delete Personal Data, (d) restrict Personal Data processing, and/or (e) lodge complaints with competent authorities. To receive clarification regarding the Grantee's rights and use of Personal Data by the Company or to exercise the Grantee's rights the Grantee can contact the corporate privacy team at CorporatePrivacy@spiritaero.com.

The Grantee hereby explicitly and unambiguously consents to the collection, disclosure, use and transfer, in electronic or other form, of Personal Data as described in this Award Agreement and any other grant materials by and among, as applicable, the Company and any other Affiliate (including the Employer) for the purposes of allocating Shares and implementing, administering and managing the Grantee's participation in the Plan and the LTIP.

14. **Exchange Control, Foreign Asset/Account and/or Tax Reporting.** The Grantee acknowledges that there may be certain exchange control, foreign asset/account and/or tax reporting requirements that may affect the Grantee's ability to acquire or hold Shares or cash received from participating in the Plan and the LTIP (including the receipt of any dividends paid on Shares and the proceeds from the sale of Shares) in a brokerage or bank account outside the Grantee's country. The Grantee may be required to report such accounts, assets or related transactions to the tax or other authorities in the Grantee's country. The Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan and the LTIP to Grantee's country within a certain time after receipt. The Grantee acknowledges that it is Grantee's responsibility to comply with such regulations and that the Grantee should speak to his or her personal advisor on this matter.

15. **Insider Trading/Market Abuse.** The Grantee may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the Shares are listed and in applicable jurisdictions, including the United States, the Grantee's country and the designated broker's country, which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., the Restricted Stock Units) or rights linked to the value of Shares under the Plan and the LTIP during such times that the Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in the Grantee's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Grantee acknowledges that it is the Grantee's responsibility to comply with any applicable restrictions and that the Grantee should speak to his or her personal advisor on this matter.

16. **Appendix.** Notwithstanding any provisions in this Award Agreement to the contrary, the Restricted Stock Units shall be subject to any special terms and conditions set forth in Appendix A to this Award Agreement for the Grantee's country of residence (and country of employment or service, if different). Moreover, if the Grantee relocates to another country, any special terms and conditions for such country will apply to the Grantee, to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Grantee's transfer). The addendum constitutes part of this Award Agreement.]

17. **Entire Agreement.** The Plan and the LTIP are incorporated herein by reference. This Award Agreement, the Plan and the LTIP constitute the entire agreement and

understanding of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements with respect to such subject matter. Except as otherwise set forth herein, this Award Agreement shall be construed in accordance with the provisions of the Plan and if and to the extent that this Award Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control. Any action taken or decision made by the Committee arising out of or in connection with the construction, administration, interpretation or effect of this Award Agreement shall lie within its sole discretion, as the case may be, and shall be final, conclusive and binding on the Grantee and all persons claiming under or through the Grantee.

18. **Severability**. If any provision of this Award Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any person or entity or Award, or would disqualify the Award under any law deemed applicable by the Committee, such provision will be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Award Agreement, such provision will be construed or deemed stricken as to such jurisdiction, person or entity or Award and the remainder of the Award Agreement will remain in full force and effect.

19. **Amendment.** The Committee may, to the extent consistent with the terms of this Award Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel, or terminate, this Award or this Award Agreement, prospectively or retroactively, except that any such waiver, amendment, alteration, suspension, discontinuance, cancellation, or termination that would materially and adversely affect the rights of the Grantee under this Award Agreement will not be effective without consent of the Grantee. Except as provided in Section 14.1 of the Plan, the Board may amend, alter, suspend, discontinue, or terminate the Plan or any portion thereof at any time.

20. **No Obligation to Employ.** Nothing in this Award Agreement or the Plan will be construed as giving the Grantee any right to be retained in the employ or service of the Company or any Affiliate. The Company or any Affiliate may at any time dismiss the Grantee from employment or discontinue any consulting relationship, free from any liability or any claim under this Award Agreement and the Plan, unless otherwise expressly provided in this Award Agreement or the Plan. By accepting this Award, the Grantee will be deemed to have waived any claim to continued exercise or vesting of this Award or to damages or severance entitlement related to non-continuation of this Award beyond the period provided under this Award Agreement or the Plan, except to the extent of any provision to the contrary in any written employment contract or other agreement between the Company or any Affiliate and the Grantee, whether any such agreement is executed before, on, or after the Grant Date.

21. **Notices and Information.** Any notice required to be given or delivered to the Company under the terms of this Award Agreement shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to the Grantee shall be in writing and addressed to the Grantee at the Grantee's last known address on file with the Company. All notices shall be deemed to have

been given or delivered upon: (i) personal delivery; (ii) three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested); (iii) one (1) business day after deposit with any return receipt express courier (prepaid); or (iv) one (1) business day after transmission by facsimile. For additional information regarding this Award Agreement, the LTIP, the Plan or the administrators of the Plan, please contact the Company's Corporate Secretary at 3801 South Oliver, Wichita, Kansas 67210, (316) 526-9000.

22. **Language**. The Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is proficient in the English language, so as to enable the Grantee to understand the provisions of this Award Agreement, the Plan and the LTIP. If the Grantee has received this Award Agreement or any other document related to the Plan or the LTIP translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

23. **Electronic Delivery and Acceptance**. The Company, in its sole discretion, may decide to deliver any documents related to current or future participation in the Plan and the LTIP by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and the LTIP through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

24. **Successors**. The Company may assign any of its rights under this Award Agreement. This Award Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company.

25. **GOVERNING LAW AND VENUE.** THIS AWARD AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND PERFORMED WHOLLY WITHIN THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF. FOR ANY LEGAL ACTION RELATING TO THIS AWARD AGREEMENT, THE PARTIES TO THIS AWARD AGREEMENT CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL COURTS OF THE STATE OF KANSAS, USA, AND, IF THERE IS NO JURISDICTION IN FEDERAL COURT, TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS IN SEDGWICK COUNTY, KANSAS, USA.

26. **Headings.** The headings in this Award Agreement are for convenience of reference only, and in the event of any conflict, the text of this Award Agreement, rather than such headings will control.

IN WITNESS WHEREOF, SPIRIT AEROSYSTEMS HOLDINGS, INC. has caused this Aware Agreement to be duly executed and delivered as of the Grant Date.

By: _____

SPIRIT AEROSYSTEMS HOLDINGS, INC.
Name:
Title:

By: _____

GRANTEE
Name:

[APPENDIX A

TIME-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT
UNDER THE
SPIRIT AEROSYSTEMS HOLDINGS, INC.
AMENDED AND RESTATED 2014 OMNIBUS INCENTIVE PLAN

COUNTRY- SPECIFIC PROVISIONS

In addition to the terms of the Plan, the LTIP and the Award Agreement, the Restricted Stock Units are subject to the following additional terms and conditions (this "Appendix A"). All capitalized terms as contained in this Appendix A shall have the same meaning as set forth in the Plan, the LTIP and the Award Agreement.

This Appendix A includes additional terms and conditions applicable to the Grantee's Award if the Grantee resides in one of the countries listed below. This Appendix may also include information regarding exchange controls, tax and certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan and the LTIP. The information is based on the securities, exchange control, tax and other laws in effect as of January [ ]. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information contained herein as the only source of information relating to the consequences of the Grantee's participation in the Plan because the information may be out of date at the time the Grantee vests in the Restricted Stock Units or sells Shares.

In addition, the information contained herein in general in nature and may not apply to the Grantee's particular situation, and the Company is not in a position to assure the Grantee of any particular result. **Accordingly, the Grantee should seek appropriate professional advice as to how the relevant laws in the Grantee's country apply to the Grantee's specific situation.**

If the Grantee is a citizen or resident (or is considered as such for local tax purposes) of a country other than the one in which the Grantee is currently residing and/or working, or if the Grantee transfers employment and/or residency to another country after the grant of the Award, the information contained herein may not be applicable to the Grantee in the same manner.

CANADA

Terms and Conditions

Mandatory Share Settlement of Award. Notwithstanding anything in the Plan or the Award Agreement to the contrary, the Restricted Stock Units and any dividend equivalents shall be settled only in Shares (and shall not be settled in cash).

The following terms and conditions will apply if the Grantee is a resident of Quebec:

Language Consent. A French translation of the Plan, the LTIP and the Award Agreement will be made available to the Grantee as soon as reasonably practicable. The Grantee understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable.

Consentement Linguistique. Une traduction française du Plan, du LTIP, et de l'Accord sera mise à la disposition du Participant dès que raisonnablement possible. Le Participant comprend que, de temps à autre, des informations supplémentaires liées à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, sur demande, la Société traduira en français les documents relatifs à l'offre du Plan dès que raisonnablement possible.

Data Privacy. This provision supplements Paragraph 13 of the Award Agreement:

The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan and the LTIP. The Grantee further authorizes the Company, the Employer and/or any other Affiliate to disclose and discuss such information with their advisors. The Grantee also authorizes the Company, the Employer and/or any other Affiliate to record such information and to keep such information in the Grantee's employee file. Additionally, the Grantee acknowledges and agrees that the Grantee's personal information, including any sensitive information, may be transferred or disclosed to parties outside of the province of Quebec, including to the United States. Finally, the Grantee acknowledges and authorizes the Company and other parties involved in the administration of the Plan and the LTIP to use technology for profiling purposes and to make automated decisions that may have an impact on the Grantee's participation in the Plan and the LTIP or the administration of the Plan and the LTIP.

Notifications

Securities Law Information. The Grantee is permitted to sell Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside Canada through the facilities of a stock exchange on which the Shares are publicly traded, quoted or listed (i.e., the New York Stock Exchange).

Foreign Asset/Account Reporting Notification. The Grantee is required to report any foreign specified property (including Shares acquired under the Plan) with a value exceeding C$100,000 on Form T1135 (Foreign Income Verification Statement) on an annual basis. The statement is due at the same time as the Grantee 's annual tax return. The Restricted Stock Units must be reported (generally at a nil cost) if the $100,000 cost threshold is exceeded because of other foreign specified property the Grantee holds at any time during the year. If Shares are acquired,

their cost generally is the adjusted cost base ("***ACB***") of the Shares. The ACB ordinarily would equal the Fair Market Value of the Shares at the time of acquisition, but if the Grantee owns other Shares, this ACB may have to be averaged with the ACB of the other Shares. The form must be filed by April 30 of the following year. The Grantee is strongly advised to check with his or her personal advisor regarding the Grantee 's reporting obligations.

CHINA

Terms and Conditions

The following terms and conditions apply only if the Grantee is a local national of the People's Republic of China ("PRC"), or otherwise subject to PRC exchange control restrictions, as determined by the Company in its sole discretion.

Award Payable only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the grant of Restricted Stock Units does not provide any right for the Grantee to receive Shares, and the Restricted Stock Units and any dividend equivalents are payable in cash only to be paid through local payroll.

FRANCE

Terms and Conditions

Award Payable only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the grant of Restricted Stock Units does not provide any right for the Grantee to receive Shares, and the Restricted Stock Units and any dividend equivalents are payable in cash only to be paid through local payroll.

Language Acknowledgement. By accepting the Award Agreement providing for the terms and conditions of the Grantee's grant, the Grantee confirms having read and understood the documents relating to this grant (the Plan and this Award Agreement) which were provided in English language. The Grantee accepts the terms of those documents accordingly.

En acceptant le Contrat décrivant les termes et conditions de l'attribution au Bénéficiaire, ce dernier confirme avoir lu et compris les documents relatifs à cette attribution (le Plan et le présent Contrat) qui ont été communiqués en langue anglaise. Le Bénéficiaire accepte les termes de ces documents en connaissance de cause.

MALAYSIA

Notifications

Director Notification Obligation. If the Grantee is a director of the Company's Subsidiary in Malaysia, the Grantee is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian Subsidiary

in writing when the Grantee receives or disposes of an interest (*e.g.*, Restricted Stock Units, Shares, etc.) in the Company or any related company. This notification must be made within 14 days of receiving or disposing of any interest in the Company or any of its Subsidiaries.

MOROCCO

Terms and Conditions

Award Payable only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the grant of Restricted Stock Units does not provide any right for the Grantee to receive Shares, and the Restricted Stock Units and any dividend equivalents are payable in cash only to be paid through local payroll.

SINGAPORE

Terms and Conditions

Award Payable only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the grant of Restricted Stock Units does not provide any right for the Grantee to receive Shares, and the Restricted Stock Units and any dividend equivalents are payable in cash only to be paid through local payroll.

UNITED KINGDOM

Terms and Conditions

Award Payable only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the grant of Restricted Stock Units does not provide any right for the Grantee to receive a cash payment, and the Restricted Stock Units and any dividend equivalents are payable in Shares only.

Tax Obligations. The following provision supplements Paragraph 11 of the Award Agreement:

The Grantee agrees to be liable for any Tax-Related Items and hereby covenants to pay any such Tax-Related Items, as and when requested by the Company or, if different, the Employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Grantee also agrees to indemnify and keep indemnified the Company and, if different, the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC on his or her behalf (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Grantee is a director or an executive officer of the Company (within the meaning of such terms for purposes of Section 13(k) of the Exchange Act),

the Grantee acknowledges that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by him or her, as it may be considered a loan. In this case, the amount of any income tax not collected within 90 days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Items occurs may constitute an additional benefit to the Grantee on which additional income tax and National Insurance contributions ("NICs") may be payable. The Grantee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and paying the Company or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which the Company or the Employer may recover from the Grantee by any of the means referred to in the Plan or Paragraph 11 of the Award Agreement.

**********]

SPIRIT AEROSYSTEMS HOLDINGS, INC.
AMENDED AND RESTATED 2014 OMNIBUS INCENTIVE PLAN

FORM OF

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

Grantee: l
Award: l Restricted Stock Units
Grant Date: l
Fair Market Value on Grant Date: $l

This Performance-Based Restricted Stock Unit Award Agreement (the "Award Agreement") is dated as of the Grant Date by and between the Grantee and Spirit AeroSystems Holdings, Inc. (the "Company"), pursuant to the Spirit AeroSystems Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan (as amended from time to time, the "Plan") and the Company's Long-Term Incentive Program (as amended from time to time, the "LTIP"). Capitalized terms not defined in this Award Agreement have the meanings as used or defined in the Plan.

1. **Award.** Pursuant to the Plan and the LTIP, the Company hereby awards to the Grantee the Target Award of Restricted Stock Units (this "Award"). Each Restricted Stock Unit represents the right to receive one Share, subject to the terms and conditions set forth in this Award Agreement, [including any additional terms and conditions for the Employee's country set forth in Appendix A,] the Plan, and the LTIP, including but not limited to the conditions and the Performance Measure contained in Paragraph 2.

2. **Vesting and Expiration of Restricted Period.**

a. For purposes of this Agreement, the "Performance Period" shall be the three-year period beginning on January 1, [ ] and ending on December 31, [ ].

b. The Restricted Stock Units are subject to forfeiture until they vest. Except as otherwise provided herein or in the Plan or the LTIP, the Restricted Stock Units will vest and the Restricted Period will expire on the date that the Committee certifies the achievement of the Performance Measure in accordance with Paragraph 2(d), subject to the Grantee's continuous service with the Company or an Affiliate from the Grant Date through the date that the Committee certifies such achievement.

c. The percentage of Restricted Stock Units that will actually vest will range from 0% to 200% of the Target Award and be based on the achievement of the following Performance Measures in accordance with the noted percentages:

i. [ ].

d. Following the end of the Performance Period, the Committee will determine in its sole discretion and certify whether, and to what extent, the Performance Measures were achieved during the Performance Period ("Actual Performance"). Based on Actual Performance, the percentage of the Restricted Stock Units that the Grantee will vest in will be calculated (the "Actual Award"). Any Restricted Stock Units unvested on the date of such Committee certification will be forfeited. The determination of Actual Performance will be in the sole discretion of the Committee and will be final, conclusive, binding and unappealable.

e. Except as otherwise provided herein, upon vesting, the restrictions set forth in the Plan or in this Award Agreement will be of no further force or effect with respect to vested Restricted Stock Units.

3. **Delivery.** Except as otherwise provided herein, as soon as administratively feasible following the date on which the Restricted Stock Units vest, but in no event later than March 15 following the calendar year in which such vesting occurs, the Company will deliver to the Grantee one Share for each outstanding Restricted Stock Unit granted hereunder. Notwithstanding the foregoing, the Company may, in its sole discretion, (a) elect to pay cash in respect of all or part of such Restricted Stock Units or (b) defer the delivery of Shares beyond the date on which such Restricted Stock Units vest, if such extension would not cause adverse tax consequences under Code Section 409A. If cash is paid in respect of all or part of the Restricted Stock Units granted hereunder, the amount of cash paid will be equal to the Fair Market Value of the Shares as of the date on which the applicable Restricted Stock Units vest.

4. **Dividends.** No dividends payable on the Shares underlying the Restricted Stock Units or Dividend Equivalents will be paid or accumulated by the Company until the Restricted Stock Units granted hereunder vest and Shares with respect to such vested Restricted Stock Units are delivered.

5. **Forfeiture.** Except as provided in Paragraph 6 or 7 and Sections 13.1 and 15.7 of the Plan, or as otherwise determined by the Committee, upon the Grantee's Termination prior to vesting and the expiration of the Restricted Period any outstanding, unvested Restricted Stock Units will be forfeited.

6. **Death or Disability.** Notwithstanding any other provision of this Award Agreement or the Plan, upon the Grantee's Termination due to death or Disability prior to vesting and the expiration of the Restricted Period, the Grantee will vest in a prorated portion of his or her Target Award, prorated based on the number of days continuously employed during the Performance Period, and, subject to Paragraph 3, the Shares underlying the Restricted Stock Units will be delivered promptly following the Grantee's Termination.

7. **Retirement.** Notwithstanding any other provision of this Award Agreement or the Plan, upon the Grantee's Termination due to Retirement prior to vesting and

the expiration of the Restricted Period, the Grantee will vest in a prorated portion of his or her Actual Award, as calculated and certified by the Committee pursuant to Paragraphs 2(c) and 2(d) and prorated based on the number of days continuously employed during the Performance Period, and, subject to Paragraph 3, the Shares underlying the Restricted Stock Units will be delivered promptly following the date of determination of the Actual Award pursuant to Paragraphs 2(c) and 2(d). For purposes of this Award Agreement, "Retirement" means any Termination on or after the date when the Grantee has attained age 62 and the Grantee has been continuously employed for at least three years by the Company, an Affiliate or an entity acquired by the Company or an Affiliate immediately prior to such Termination, other than a Termination by the Company for Cause, a Termination by Grantee at a time that Cause exists, or a Termination due to the Grantee's death or Disability. For the avoidance of doubt, if the Grantee experiences a Termination for any reason and is subsequently re-employed by the Company, an Affiliate or an entity acquired by the Company or an Affiliate, then the three year service requirement must be satisfied following such re-employment in order for the Grantee to be Retirement eligible. Notwithstanding the foregoing, the Grantee will be treated as having terminated employment subject to Paragraph 5 hereof if the Committee determines that applying this Paragraph 7 to retirees (based on age at the time of termination) and not to all employees violates any law or public policy applicable to the Grantee and/or this Award (whether as applied to all holders of Restricted Stock Units or only holders of Restricted Stock Units in the jurisdiction where the Grantee is employed).

8. **Change of Control.** Upon a Change in Control and the incurrence of a Qualifying Termination, the Grantee shall be entitled to the treatment specified in Article 13 of the Plan.

9. **Clawback Policy/Recoupment.** This Award of Restricted Stock Units is subject to the clawback provisions of Section 15.20 of the Plan, any applicable law and any Company policy on the recovery of compensation, as it exists now or as later adopted and as amended and in effect from time to time. For these purposes, the parties acknowledge that this Award Agreement is deemed to provide the Committee with discretion to take all actions permitted by Section 15.20, and the Committee is deemed to have provided for all forfeiture and repayment requirements with respect to this Award, as described therein.

10. **Transferability and Resale Restrictions.** Prior to vesting and the expiration of the Restricted Period, the Restricted Stock Units and the rights relating thereto may not be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by the Grantee other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer, or encumbrance will be void and unenforceable against the Company or any Affiliate. Any Shares delivered pursuant to this Award Agreement will be subject to such conditions and restrictions on transfer (if any) as are set forth in the Company's certificate of incorporation and bylaws, as well as any stockholders agreement and any other agreement entered into with respect to such Shares.

11. **Tax Representations and Tax Withholding**. By accepting this Award, the Grantee acknowledges and agrees that regardless of any action the Company or, if different,

the Affiliate employing the Grantee (the "Employer") takes with respect to any or all federal, state, local or foreign income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items associated with the Restricted Stock Units is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant or vesting of the Restricted Stock Units, the delivery of the Shares, the subsequent sale of Shares acquired at vesting and the receipt of any dividends or dividend equivalents; and (ii) do not commit to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items. Further, if the Grantee is subject to tax in more than one jurisdiction, the Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable event, the Grantee shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations for Tax-Related Items of the Company and/or the Employer. In this regard, the Grantee authorizes the Company and the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items legally applicable to the Grantee (with respect to the Restricted Stock Units granted hereunder as well as any equity awards previously received by the Grantee under any Company stock plan) by one or a combination of the withholding methods set forth under Section 15.3 of the Plan.

Depending on the withholding method, the Company and/or Employer may withhold or account for Tax-Related Items by considering statutory withholding rates or other applicable withholding rates, including maximum rates applicable in the Grantee's jurisdiction(s). In the event of over-withholding, the Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares, or if not refunded, the Grantee may seek a refund from the applicable tax authorities. In the event of under-withholding, the Grantee may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Grantee is deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of Shares is held back solely for purposes of paying the Tax-Related Items.

The Grantee agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the withholding methods set forth under Section 15.3 of the Plan. The Company may refuse to issue or deliver to the Grantee any Shares or proceeds from the sale of Shares if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

12. **Nature of Grant.** In accepting the grant of the Restricted Stock Units, the Grantee acknowledges, understands and agrees that:

a. the Plan and the LTIP are established voluntarily by the Company, they are discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan and the LTIP;

b. the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of an award, or benefits in lieu of an award, even if Restricted Stock Units have been granted in the past;

c. all decisions with respect to future grants of Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;

d. the Grantee is voluntarily participating in the Plan and LTIP;

e. the Restricted Stock Units and the Shares subject to the Restricted Stock, and the income from and value of same, are not intended to replace any pension rights or compensation;

f. the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;

g. unless otherwise agreed with the Company in writing, the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Grantee may provide as a director of an affiliate;

h. the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

i. no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of the Grantee's Termination (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment or service agreement, if any); and

j. neither the Company nor the Employer shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to the Grantee pursuant to the settlement of Grantee's or the subsequent sale of any Shares acquired upon settlement.

13. **[Data Privacy**.

a. Data Collection and Usage. The Company collects, discloses, or uses the Grantee's personal data: name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any Shares of stock or directorships held in the Company, and details of all rights to Shares of stock canceled, vested, or outstanding in the Grantee's favor, which the Company receives from the Grantee or the Employer ("Personal Data"). The Company will collect, disclose, or use Personal Data for the purposes of allocating Shares and implementing, administering and managing the Grantee's participation in the Plan and the LTIP. The Company's legal basis for the collection, disclosure, or use of Personal Data will be the Grantee's consent.

b. Stock Plan Administration Service Providers. The Company may disclose Personal Data to Shareworks by Morgan Stanley, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan and the LTIP. In the future, the Company may select a different service provider and share Personal Data with another company that serves in a similar manner. The Company's service provider will open an account for the Grantee to receive and trade Shares. The Grantee will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of the Grantee's ability to participate in the Plan and the LTIP.

c. International Data Transfers. The Company and its service providers are based in the United States. The Company's legal basis for the transfer of Personal Data is the Grantee's consent.

d. Data Retention. The Company will retain Personal Data only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan and the LTIP or as required to comply with legal or regulatory obligations, including under tax and security laws (which generally will be seven years after the Grantee ceases participating in the Plan and the LTIP). When the Company no longer needs Personal Data, the Company will remove it from its systems. If the Company keeps Personal Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be compliance with the relevant laws or regulations.

e. Voluntariness and Consequences of Consent Denial or Withdrawal. The Grantee's participation in the Plan and the Grantee's grant of consent is purely voluntary. The Grantee may deny or withdraw the Grantee's consent at any time. If the Grantee does not consent, or if the Grantee withdraws consent, the Grantee cannot participate in the Plan and the LTIP. This would not affect the Grantee's salary as an employee of the Employer or the Grantee's career at the Employer; the Grantee would merely forfeit the opportunities associated with the Plan and the LTIP.

f. Data Subject Rights. The Grantee has the right to (a) request access or copies of Personal Data the Company has, (b) rectify incorrect Personal Data, (c) delete

Personal Data, (d) restrict Personal Data processing, and/or (e) lodge complaints with competent authorities. To receive clarification regarding the Grantee's rights and use of Personal Data by the Company or to exercise the Grantee's rights the Grantee can contact the corporate privacy team at CorporatePrivacy@spiritaero.com.

The Grantee hereby explicitly and unambiguously consents to the collection, disclosure, use and transfer, in electronic or other form, of Personal Data as described in this Award Agreement and any other grant materials by and among, as applicable, the Company and any other Affiliate (including the Employer) for the purposes of allocating Shares and implementing, administering and managing the Grantee's participation in the Plan and the LTIP.

14. **Exchange Control, Foreign Asset/Account and/or Tax Reporting.** The Grantee acknowledges that there may be certain exchange control, foreign asset/account and/or tax reporting requirements that may affect the Grantee's ability to acquire or hold Shares or cash received from participating in the Plan and the LTIP (including the receipt of any dividends paid on Shares and the proceeds from the sale of Shares) in a brokerage or bank account outside the Grantee's country. The Grantee may be required to report such accounts, assets or related transactions to the tax or other authorities in the Grantee's country. The Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan and the LTIP to Grantee's country within a certain time after receipt. The Grantee acknowledges that it is Grantee's responsibility to comply with such regulations and that the Grantee should speak to his or her personal advisor on this matter.

15. **Insider Trading/Market Abuse.** The Grantee may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the Shares are listed and in applicable jurisdictions, including the United States, the Grantee's country and the designated broker's country, which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., the Restricted Stock Units) or rights linked to the value of Shares under the Plan and the LTIP during such times that the Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in the Grantee's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Grantee acknowledges that it is the Grantee's responsibility to comply with any applicable restrictions and that the Grantee should speak to his or her personal advisor on this matter.

16. **Appendix.** Notwithstanding any provisions in this Award Agreement to the contrary, the Restricted Stock Units shall be subject to any special terms and conditions set forth in Appendix A to this Award Agreement for the Grantee's country of residence (and country of employment or service, if different). Moreover, if the Grantee relocates to another country, any special terms and conditions for such country will apply to the Grantee, to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may

establish alternative terms and conditions as may be necessary or advisable to accommodate the Grantee's transfer). The addendum constitutes part of this Award Agreement.]

17. **Entire Agreement.** The Plan and the LTIP are incorporated herein by reference. This Award Agreement, the Plan and the LTIP constitute the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements with respect to such subject matter. Except as otherwise set forth herein, this Award Agreement shall be construed in accordance with the provisions of the Plan and if and to the extent that this Award Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control. Any action taken or decision made by the Committee arising out of or in connection with the construction, administration, interpretation or effect of this Award Agreement shall lie within its sole discretion, as the case may be, and shall be final, conclusive and binding on the Grantee and all persons claiming under or through the Grantee.

18. **Severability**. If any provision of this Award Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any person or entity or Award, or would disqualify the Award under any law deemed applicable by the Committee, such provision will be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Award Agreement, such provision will be construed or deemed stricken as to such jurisdiction, person or entity or Award and the remainder of the Award Agreement will remain in full force and effect.

19. **Amendment.** The Committee may, to the extent consistent with the terms of this Award Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel, or terminate, this Award or this Award Agreement, prospectively or retroactively, except that any such waiver, amendment, alteration, suspension, discontinuance, cancellation, or termination that would materially and adversely affect the rights of the Grantee under this Award Agreement will not be effective without consent of the Grantee. Except as provided in Section 14.1 of the Plan, the Board may amend, alter, suspend, discontinue, or terminate the Plan or any portion thereof at any time.

20. **No Obligation to Employ.** Nothing in this Award Agreement or the Plan will be construed as giving the Grantee any right to be retained in the employ or service of the Company or any Affiliate. The Company or any Affiliate may at any time dismiss the Grantee from employment or discontinue any consulting relationship, free from any liability or any claim under this Award Agreement and the Plan, unless otherwise expressly provided in this Award Agreement or the Plan. By accepting this Award, the Grantee will be deemed to have waived any claim to continued exercise or vesting of this Award or to damages or severance entitlement related to non-continuation of this Award beyond the period provided under this Award Agreement or the Plan, except to the extent of any provision to the contrary in any written employment contract or other agreement between the Company or any Affiliate and the Grantee, whether any such agreement is executed before, on, or after the Grant Date.

21. **Notices and Information.** Any notice required to be given or delivered to the Company under the terms of this Award Agreement shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to the Grantee shall be in writing and addressed to the Grantee at the Grantee's last known address on file with the Company. All notices shall be deemed to have been given or delivered upon: (i) personal delivery; (ii) three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested); (iii) one (1) business day after deposit with any return receipt express courier (prepaid); or (iv) one (1) business day after transmission by facsimile. For additional information regarding this Award Agreement, the LTIP, the Plan or the administrators of the Plan, please contact the Company's Corporate Secretary at 3801 South Oliver, Wichita, Kansas 67210, (316) 526-9000.

22. **Language**. The Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is proficient in the English language, so as to enable the Grantee to understand the provisions of this Award Agreement, the Plan and the LTIP. If the Grantee has received this Award Agreement or any other document related to the Plan or the LTIP translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

23. **Electronic Delivery and Acceptance**. The Company, in its sole discretion, may decide to deliver any documents related to current or future participation in the Plan and the LTIP by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and the LTIP through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

24. **Successors.** The Company may assign any of its rights under this Award Agreement. This Award Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company.

25. **GOVERNING LAW AND VENUE.** THIS AWARD AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND PERFORMED WHOLLY WITHIN THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF. FOR ANY LEGAL ACTION RELATING TO THIS AWARD AGREEMENT, THE PARTIES TO THIS AWARD AGREEMENT CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL COURTS OF THE STATE OF KANSAS, USA, AND, IF THERE IS NO JURISDICTION IN FEDERAL COURT, TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS IN SEDGWICK COUNTY, KANSAS, USA.

26. **Electronic Delivery and Acceptance**. The Company, in its sole discretion, may decide to deliver any documents related to current or future participation in the Plan and the LTIP by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and the LTIP through an on-line or

electronic system established and maintained by the Company or a third party designated by the Company.

27. **Headings.** The headings in this Award Agreement are for convenience of reference only, and in the event of any conflict, the text of this Award Agreement, rather than such headings will control.

IN WITNESS WHEREOF, SPIRIT AEROSYSTEMS HOLDINGS, INC. has caused this Award Agreement to be duly executed and delivered as of the Grant Date.

By: _____

SPIRIT AEROSYSTEMS HOLDINGS, INC.
Name:
Title:

By: _____

GRANTEE
Name:

[APPENDIX A

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT
UNDER THE
SPIRIT AEROSYSTEMS HOLDINGS, INC.
AMENDED AND RESTATED 2014 OMNIBUS INCENTIVE PLAN

COUNTRY- SPECIFIC PROVISIONS

In addition to the terms of the Plan, the LTIP and the Award Agreement, the Restricted Stock Units are subject to the following additional terms and conditions (this "Appendix A"). All capitalized terms as contained in this Appendix A shall have the same meaning as set forth in the Plan, the LTIP and the Award Agreement.

This Appendix A includes additional terms and conditions applicable to the Grantee's Award if the Grantee resides in one of the countries listed below. This Appendix may also include information regarding exchange controls, tax and certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan and the LTIP. The information is based on the securities, exchange control, tax and other laws in effect as of January [ ]. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information contained herein as the only source of information relating to the consequences of the Grantee's participation in the Plan because the information may be out of date at the time the Grantee vests in the Restricted Stock Units or sells Shares.

In addition, the information contained herein in general in nature and may not apply to the Grantee's particular situation, and the Company is not in a position to assure the Grantee of any particular result. **Accordingly, the Grantee should seek appropriate professional advice as to how the relevant laws in the Grantee's country apply to the Grantee's specific situation.**

If the Grantee is a citizen or resident (or is considered as such for local tax purposes) of a country other than the one in which the Grantee is currently residing and/or working, or if the Grantee transfers employment and/or residency to another country after the grant of the Award, the information contained herein may not be applicable to the Grantee in the same manner.

CANADA

Terms and Conditions

Mandatory Share Settlement of Award. Notwithstanding anything in the Plan or the Award Agreement to the contrary, the Restricted Stock Units and any dividend equivalents shall be settled only in Shares (and shall not be settled in cash).

[The following terms and conditions will apply if the Grantee is a resident of Quebec:

Language Consent. A French translation of the Plan, the LTIP and the Award Agreement will be made available to the Grantee as soon as reasonably practicable. The Grantee understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable.

Consentement Linguistique. Une traduction française du Plan, du LTIP, et de l'Accord sera mise à la disposition du Participant dès que raisonnablement possible. Le Participant comprend que, de temps à autre, des informations supplémentaires liées à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, sur demande, la Société traduira en français les documents relatifs à l'offre du Plan dès que raisonnablement possible.

Data Privacy. This provision supplements Paragraph 13 of the Award Agreement:

The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan and the LTIP. The Grantee further authorizes the Company, the Employer and/or any other Affiliate to disclose and discuss such information with their advisors. The Grantee also authorizes the Company, the Employer and/or any other Affiliate to record such information and to keep such information in the Grantee's employee file. Additionally, the Grantee acknowledges and agrees that the Grantee's personal information, including any sensitive information, may be transferred or disclosed to parties outside of the province of Quebec, including to the United States. Finally, the Grantee acknowledges and authorizes the Company and other parties involved in the administration of the Plan and the LTIP to use technology for profiling purposes and to make automated decisions that may have an impact on the Grantee's participation in the Plan and the LTIP or the administration of the Plan and the LTIP.]

Notifications

Securities Law Information. The Grantee is permitted to sell Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside Canada through the facilities of a stock exchange on which the Shares are publicly traded, quoted or listed (i.e., the New York Stock Exchange).

Foreign Asset/Account Reporting Notification. The Grantee is required to report any foreign specified property (including Shares acquired under the Plan) with a value exceeding C$100,000 on Form T1135 (Foreign Income Verification Statement) on an annual basis. The statement is due at the same time as the Grantee 's annual tax return. The Restricted Stock Units must be reported (generally at a nil cost) if the $100,000 cost threshold is exceeded because of other foreign specified property the Grantee holds at any time during the year. If Shares are acquired,

their cost generally is the adjusted cost base ("***ACB***") of the Shares. The ACB ordinarily would equal the Fair Market Value of the Shares at the time of acquisition, but if the Grantee owns other Shares, this ACB may have to be averaged with the ACB of the other Shares. The form must be filed by April 30 of the following year. The Grantee is strongly advised to check with his or her personal advisor regarding the Grantee 's reporting obligations.

CHINA

Terms and Conditions

The following terms and conditions apply only if the Grantee is a local national of the People's Republic of China ("PRC"), or otherwise subject to PRC exchange control restrictions, as determined by the Company in its sole discretion.

Award Payable only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the grant of Restricted Stock Units does not provide any right for the Grantee to receive Shares, and the Restricted Stock Units and any dividend equivalents are payable in cash only to be paid through local payroll.

FRANCE

Terms and Conditions

Award Payable only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the grant of Restricted Stock Units does not provide any right for the Grantee to receive Shares, and the Restricted Stock Units and any dividend equivalents are payable in cash only to be paid through local payroll.

Language Acknowledgement. By accepting the Award Agreement providing for the terms and conditions of the Grantee's grant, the Grantee confirms having read and understood the documents relating to this grant (the Plan and this Award Agreement) which were provided in English language. The Grantee accepts the terms of those documents accordingly.

En acceptant le Contrat décrivant les termes et conditions de l'attribution au Bénéficiaire, ce dernier confirme avoir lu et compris les documents relatifs à cette attribution (le Plan et le présent Contrat) qui ont été communiqués en langue anglaise. Le Bénéficiaire accepte les termes de ces documents en connaissance de cause.

MALAYSIA

Notifications
Director Notification Obligation. If the Grantee is a director of the Company's Subsidiary in Malaysia, the Grantee is subject to certain notification requirements under the Malaysian

Companies Act. Among these requirements is an obligation to notify the Malaysian Subsidiary in writing when the Grantee receives or disposes of an interest (*e.g.*, Restricted Stock Units, Shares, etc.) in the Company or any related company. This notification must be made within 14 days of receiving or disposing of any interest in the Company or any of its Subsidiaries.

MOROCCO

Terms and Conditions

Award Payable only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the grant of Restricted Stock Units does not provide any right for the Grantee to receive Shares, and the Restricted Stock Units and any dividend equivalents are payable in cash only to be paid through local payroll.

SINGAPORE

Terms and Conditions

Award Payable only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the grant of Restricted Stock Units does not provide any right for the Grantee to receive Shares, and the Restricted Stock Units and any dividend equivalents are payable in cash only to be paid through local payroll.

UNITED KINGDOM

Terms and Conditions

Award Payable only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the grant of Restricted Stock Units does not provide any right for the Grantee to receive a cash payment, and the Restricted Stock Units and any dividend equivalents are payable in Shares only.

Tax Obligations. The following provision supplements Paragraph 11 of the Award Agreement:

The Grantee agrees to be liable for any Tax-Related Items and hereby covenants to pay any such Tax-Related Items, as and when requested by the Company or, if different, the Employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Grantee also agrees to indemnify and keep indemnified the Company and, if different, the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC on his or her behalf (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Grantee is a director or an executive officer of the Company (within the meaning of such terms for purposes of Section 13(k) of the Exchange Act),

the Grantee acknowledges that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by him or her, as it may be considered a loan. In this case, the amount of any income tax not collected within 90 days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Items occurs may constitute an additional benefit to the Grantee on which additional income tax and National Insurance contributions ("NICs") may be payable. The Grantee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and paying the Company or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which the Company or the Employer may recover from the Grantee by any of the means referred to in the Plan or Paragraph 11 of the Award Agreement.

**********]

EXHIBIT 21.1

Subsidiaries of Spirit AeroSystems Holdings, Inc. - Delaware

- Spirit AeroSystems, Inc. - Delaware
- Spirit AeroSystems Finance, Inc. - Delaware

Subsidiaries of Spirit AeroSystems, Inc. - Delaware

- Spirit AeroSystems International Holdings, Inc. - Delaware
- Spirit AeroSystems Operations International, Inc. - Delaware
- Spirit AeroSystems North Carolina, Inc. - North Carolina
- Spirit AeroSystems Innovative Solutions, Inc. – Delaware
- Fiber Materials Inc. – Delaware

Subsidiaries of Fiber Materials Inc. – Delaware

- Intermat – Maine
- Spirit AeroSystems Textiles, LLC - Delaware

Subsidiaries of Spirit AeroSystems International Holdings, Inc.

- Spirit AeroSystems Malaysia Sdn Bhd - Malaysia
- Spirit AeroSystems Singapore Pte. Ltd. - Singapore
- Spirit AeroSystems Investco, LLC - Delaware
- Spirit AeroSystems Canada, Ltd. - Canada
- Spirit AeroSystems Taiwan Inc. – Taiwan
- Spirit AeroSystems Global Investments B.V. – Netherlands
- Xizi Spirit Aerospace Industry (Zhejiang) Ltd. - China
- Spirit Evergreen Aftermarket Solutions Co., Ltd. - Taiwan

Subsidiaries of Spirit AeroSystems Global Investments, B.V.- Netherlands

- Spirit AeroSystems Global Holdings Limited – United Kingdom

Subsidiaries of Spirit AeroSystems Global Holdings Limited - United Kingdom

- Spirit AeroSystems (Europe) Limited – United Kingdom
- Short Brothers plc – United Kingdom
- Spirit AeroSystems Morocco, SAS – Morocco

Subsidiaries of Spirit AeroSystems (Europe) Limited – United Kingdom

- Spirit AeroSystems (Hangzhou) Enterprise Management Consultancy Co., Ltd. – China
- Spirit AeroSystems (Europe) Pension Trustees Ltd. – United Kingdom
- Spirit AeroSystems France SARL - France

Subsidiaries of Short Brothers plc – United Kingdom

- Short Brothers CIF (Common Investment Fund) Trustee Limited - United Kingdom
- Short Brothers Limited Pension Trustee Limited – United Kingdom
- Spirit AeroSystems Belfast Executive Benefits Trustee Limited – United Kingdom

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-3 No. 333-275362) of Spirit AeroSystems Holdings, Inc.,
(2) Registration Statement (Form S-3 No. 333-264886) of Spirit AeroSystems Holdings, Inc.,
(3) Registration Statement (Form S-8 No. 333-272143) of Spirit AeroSystems Holdings, Inc.,
(4) Registration Statement (Form S-8 No. 333-146112) of Spirit AeroSystems Holdings, Inc.,
(5) Registration Statement (Form S-8 No. 333-195790) of Spirit AeroSystems Holdings, Inc., and
(6) Registration Statement (Form S-8 No. 333-220358) of Spirit AeroSystems Holdings, Inc;

of our reports dated February 22, 2024, with respect to the consolidated financial statements of Spirit AeroSystems Holdings, Inc. and the effectiveness of internal control over financial reporting of Spirit AeroSystems Holdings, Inc. included in this Annual Report (Form 10-K) of Spirit AeroSystems Holdings, Inc. for the year ended December 31, 2023.

/s/ Ernst & Young LLP

Wichita, Kansas

February 22, 2024

EXHIBIT 31.1

CERTIFICATION PURSUANT TO
RULE 13a/15d OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Patrick M. Shanahan, certify that:

1. I have reviewed this Annual Report on Form 10-K of Spirit AeroSystems Holdings, Inc. ("registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Patrick M. Shanahan

Patrick M. Shanahan

President and Chief Executive Officer

Date: February 22, 2024

EXHIBIT 31.2

CERTIFICATION PURSUANT TO
RULE 13a/15d OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mark J. Suchinski, certify that:

1. I have reviewed this Annual Report on Form 10-K of Spirit AeroSystems Holdings, Inc. ("registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Mark J. Suchinski

Mark J. Suchinski

Senior Vice President and Chief Financial Officer

Date: February 22, 2024

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Spirit AeroSystems Holdings, Inc. (the "Company") on Form 10-K for the period ended December 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Patrick M. Shanahan, as President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Patrick M. Shanahan

Patrick M. Shanahan

President and Chief Executive Officer

Date: February 22, 2024

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Spirit AeroSystems Holdings, Inc. (the "Company") on Form 10-K for the period ended December 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark J. Suchinski, as Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Mark J. Suchinski

Mark J. Suchinski

Senior Vice President and Chief Financial Officer

Date: February 22, 2024

SPIRIT AEROSYSTEMS HOLDINGS, INC.
MANDATORY RECOUPMENT POLICY

I. BACKGROUND

Spirit Aerosystems Holdings, Inc. (the "Company") has adopted this policy (this "Policy") to provide for the recovery or "clawback" of certain incentive compensation in the event of a Restatement. This Policy is intended to comply with, and will be interpreted to be consistent with, the requirements of Section 303A.14 of the New York Stock Exchange ("NYSE") Listed Company Manual (the "Listing Standard"). Certain terms used in this Policy are defined in Section VIII below.

II. STATEMENT OF POLICY

The Company shall recover reasonably promptly the amount of erroneously awarded Incentive-Based Compensation in the event that the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a "Restatement").

The Company shall recover erroneously awarded Incentive-Based Compensation in compliance with this Policy except to the extent provided under Section V below.

III. SCOPE OF POLICY

A. ***Covered Persons and Recovery Period.*** This Policy applies to Incentive-Based Compensation received by a person:

- after beginning service as an Executive Officer,
- who served as an Executive Officer at any time during the performance period for that Incentive-Based Compensation,
- while the Company has a class of securities listed on a national securities exchange, and
- during the three completed fiscal years immediately preceding the date that the Company is required to prepare a Restatement (the "Recovery Period").

Notwithstanding this look-back requirement, the Company is only required to apply this Policy to Incentive-Based Compensation received on or after October 2, 2023.

For purposes of this Policy, Incentive-Based Compensation shall be deemed "received" in the Company's fiscal period during which the Financial Reporting Measure (as defined herein) specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.

B. ***Transition Period.*** In addition to the Recovery Period, this Policy applies to any transition period (that results from a change in the Company's fiscal year) within or immediately following the Recovery Period (a "Transition Period"), provided that a Transition Period between the last day of the Company's previous fiscal year end and the first day of the Company's new fiscal year that comprises a period of nine to 12 months will be deemed a completed fiscal year.

C. ***Determining Recovery Period.*** For purposes of determining the relevant Recovery Period, the date that the Company is required to prepare the Restatement is the earlier to occur of:

- the date the board of directors of the Company (the "Board"), a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement, and

- the date a court, regulator, or other legally authorized body directs the Company to prepare a Restatement.

For clarity, the Company's obligation to recover erroneously awarded Incentive-Based Compensation under this Policy is not dependent on if or when a Restatement is filed.

IV. AMOUNT SUBJECT TO RECOVERY

A. ***Recoverable Amount.*** The amount of Incentive-Based Compensation subject to recovery under this Policy is the amount of Incentive-Based Compensation received that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts, computed without regard to any taxes paid.

B. ***Covered Compensation Based on Stock Price or TSR.*** For Incentive-Based Compensation based on stock price or total shareholder return ("TSR"), where the amount of erroneously awarded Incentive-Based Compensation is not subject to mathematical recalculation directly from the information in a Restatement, the recoverable amount shall be determined by the Compensation Committee of the Board (the "Committee") based on a reasonable estimate of the effect of the Restatement on the stock price or TSR upon which the Incentive-Based Compensation was received. In such event, the Company shall maintain documentation of the determination of that reasonable estimate and provide such documentation to NYSE.

V. EXCEPTIONS

The Company shall recover erroneously awarded Incentive-Based Compensation in compliance with this Policy except to the extent that the conditions set out below are met and the committee of independent directors responsible for executive compensation decisions has made a determination that recovery would be impracticable:

A. ***Direct Expense Exceeds Recoverable Amount.*** The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered; provided, however, that before concluding it would be impracticable to recover any amount of erroneously awarded Incentive-Based Compensation based on expense of enforcement, the Company shall make a reasonable attempt to recover such erroneously awarded Incentive-Based Compensation, document such reasonable attempt(s) to recover, and provide that documentation to NYSE.

B. ***Recovery from Certain Tax-Qualified Retirement Plans.*** Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

VI. PROHIBITION AGAINST INDEMNIFICATION

Notwithstanding the terms of any indemnification arrangement or insurance policy with any individual covered by this Policy, the Company shall not indemnify any Executive Officer or former Executive Officer against the loss of erroneously awarded Incentive-Based Compensation, including any payment or reimbursement for the cost of insurance obtained by any such covered individual to fund amounts recoverable under this Policy.

VII. DISCLOSURE

The Company shall file all disclosures with respect to this Policy and recoveries under this Policy in accordance with the requirements of the U.S. Federal securities laws, including the disclosure required by the applicable Securities and Exchange Commission ("SEC") filings.

VIII. DEFINITIONS

Unless the context otherwise requires, the following definitions apply for purposes of this Policy:

"Executive Officer" means the Company's president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policymaking functions for the Company. Executive officers of the Company's subsidiaries are deemed Executive Officers of the Company if they perform such policy making functions for the Company. Policy-making function is not intended to include policymaking functions that are not significant. Identification of an Executive Officer for purposes of this Policy will include at a minimum executive officers identified pursuant to 17 CFR 229.401(b).

"Financial Reporting Measures" means any of the following: (i) measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures that are derived wholly or in part from such measures, (ii) stock price and (iii) TSR. A Financial Reporting Measure need not be presented within the Company's financial statements or included in a filing with the SEC.

"Incentive-Based Compensation" means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

IX. ADMINISTRATION; AMENDMENT; TERMINATION.

All determinations under this Policy will be made by the Committee, including determinations regarding how any recovery under this Policy is effected. Any determinations of the Committee will be final, binding and conclusive and need not be uniform with respect to each individual covered by this Policy.

The Committee may amend this Policy from time to time and may terminate this Policy at any time, in each case in its sole discretion.

X. EFFECTIVENESS; OTHER RECOUPMENT RIGHTS

This Policy shall be effective as of December 1, 2023. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company and its subsidiaries and affiliates under applicable law or pursuant to the terms of any similar policy or similar provision in any employment agreement, equity award agreement or similar agreement. In the event of any conflict or overlap between the provisions of this Policy, on the one hand, and the provisions of any other policy for clawback or recoupment of incentive compensation maintained by the Company, on the other hand, the provisions of this Policy shall control.