

REFINITIV

# DELTA REPORT

## 10-Q

SPR - SPIRIT AEROSYSTEMS HOLDIN  
10-Q - JUNE 27, 2024 COMPARED TO 10-Q - MARCH 28, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	2887
CHANGES	403
DELETIONS	978
ADDITIONS	1506

# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington D.C. 20549

## Form 10-Q

(Mark One)

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

For the quarterly period ended **March 28, 2024** **June 27, 2024**  
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

(State or other jurisdiction of  
incorporation or organization)

20-2436320

(I.R.S. Employer  
Identification No.)

3801 South Oliver  
Wichita, Kansas 67210

(Address of principal executive offices and zip code)

(316) 526-9000

(Registrant's telephone number, including area code: code)

(316) 526-9000

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, Common Stock, par value \$0.01 per share	SPR	New York Stock Exchange

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, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	Accelerated filer	Non-accelerated filer	Smaller reporting company	Emerging Growth Company
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

As of April 18, 2024 of July 17, 2024, the registrant had 116,552,203 116,620,424 shares of class Class A common stock, \$0.01 Common Stock, par value \$0.01 per share, outstanding.

## TABLE OF CONTENTS

**PART I — FINANCIAL INFORMATION**

	Page
<a href="#">Item 1. Financial Statements (unaudited)</a>	<a href="#">3</a>
<a href="#">Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	<a href="#">37 41</a>
<a href="#">Item 3. Quantitative and Qualitative Disclosures About Market Risk</a>	<a href="#">52 61</a>
<a href="#">Item 4. Controls and Procedures</a>	<a href="#">52 61</a>

**PART II — OTHER INFORMATION**

<a href="#">Item 1. Legal Proceedings</a>	<a href="#">53 62</a>
<a href="#">Item 1A. Risk Factors</a>	<a href="#">53 62</a>
<a href="#">Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities</a>	<a href="#">53 66</a>
<a href="#">Item 5. Other Information</a>	<a href="#">54 67</a>
<a href="#">Item 6. Exhibits</a>	<a href="#">55 67</a>
<a href="#">Signatures</a>	<a href="#">56 70</a>

2

**PART 1. FINANCIAL INFORMATION**

**Item 1. Financial Statements (unaudited)**

**Spirit AeroSystems Holdings, Inc.  
Condensed Consolidated Statements of Operations  
(unaudited)**

		For the Three Months Ended		For the Three Months Ended	For the Six Months Ended			
		March 28, 2024	March 30, 2023		June 27, 2024	June 29, 2023	June 27, 2024	June 29, 2023
		(\$ in millions, except per share data)			(\$ in millions, except per share data)			
Net revenues								
Operating costs and expenses	Operating costs and expenses							
Cost of sales								
Selling, general and administrative								
Restructuring costs								
Restructuring costs								
Restructuring costs								
Research and development								
Total operating costs and expenses								
Total operating costs and expenses								
Other operating expense								
Total operating costs and expenses								
Operating loss								



Pension, SERP, and retiree medical adjustments, net of tax effect of (\$0.3) and \$0.2 for the three months ended, respectively, and \$0.2 and (\$16.4) for the six months ended, respectively.

Unrealized foreign exchange gain (loss) on intercompany loan, net of tax effect of \$0.0 and (\$0.4) for the three months ended, respectively, and \$0.1 and (\$0.8) for the six months ended, respectively.

Unrealized gain (loss) on cash flow hedges, net of tax effect of (\$0.5) and (\$1.1) for the three months ended, respectively, and \$0.2 and (\$1.1) for the six months ended, respectively.

Reclassification of (gain) loss on cash flow hedges to earnings, net of tax effect of \$0.0 and \$0.0 for the three months ended, respectively, and \$0.0 and \$0.0 for the six months ended, respectively.

Foreign currency translation adjustments

Total other comprehensive (loss) gain, net of tax

Less comprehensive income attributable to noncontrolling interest

Total comprehensive loss

See notes to condensed consolidated financial statements (unaudited)

4

**Spirit AeroSystems Holdings, Inc.**  
**Condensed Consolidated Balance Sheets**  
**(unaudited)**

	March 28, 2024	December 31, 2023
	June 27, 2024	December 31, 2023
	(\$ in millions)	(\$ in millions)
<b>Assets</b>	<b>Assets</b>	<b>Assets</b>
Cash and cash equivalents		
Restricted cash		
Accounts receivable, net		
Contract assets, short-term		
Inventory, net		
Other current assets		
Total current assets		
Property, plant and equipment, net		
Right of use assets		
Contract assets, long-term		
Pension assets		
Restricted plan assets		
Deferred income taxes		
Goodwill		
Intangible assets, net		
Other assets		
Total assets		
<b>Liabilities</b>		
Accounts payable		
Accounts payable		
Accounts payable		
Accrued expenses		
Profit sharing		
Current portion of long-term debt		
Operating lease liabilities, short-term		
Advance payments, short-term		
Contract liabilities, short-term		

Forward loss provision, short-term
Deferred revenue and other deferred credits, short-term
Other current liabilities
Total current liabilities
Long-term debt
Operating lease liabilities, long-term
Advance payments, long-term
Pension/OPEB obligation
Contract liabilities, long-term
Forward loss provision, long-term
Deferred revenue and other deferred credits, long-term
Deferred grant income liability - non-current
Deferred income taxes
Other non-current liabilities
<b>Stockholders' Equity</b>
Common Stock, Class A par value \$0.01, 200,000,000 shares authorized, 116,276,706 and 116,054,291 shares issued and outstanding, respectively
Common Stock, Class A par value \$0.01, 200,000,000 shares authorized, 116,276,706 and 116,054,291 shares issued and outstanding, respectively
Common Stock, Class A par value \$0.01, 200,000,000 shares authorized, 116,276,706 and 116,054,291 shares issued and outstanding, respectively
Common Stock, Class A par value \$0.01, 200,000,000 shares authorized, 116,619,149 and 116,054,291 shares issued and outstanding, respectively
Common Stock, Class A par value \$0.01, 200,000,000 shares authorized, 116,619,149 and 116,054,291 shares issued and outstanding, respectively
Common Stock, Class A par value \$0.01, 200,000,000 shares authorized, 116,619,149 and 116,054,291 shares issued and outstanding, respectively
Additional paid-in capital
Accumulated other comprehensive loss
Retained earnings
Treasury stock, at cost (41,587,480 shares each period, respectively)
Total stockholders' equity
Noncontrolling interest
Total equity
Total liabilities and equity

See notes to condensed consolidated financial statements (unaudited)

5

**Spirit AeroSystems Holdings, Inc.**  
**Condensed Consolidated Statements of Changes in Stockholders' Equity**

(unaudited)															
	Common Stock		Additional Paid-in Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings	Noncontrolling Interest	Total			Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Retained Earnings
	Shares	Amount													
	(\$ in millions, except share data)				(\$ in millions, except share data)										
Balance — December 31, 2023															
Net loss															
Stock-based compensation - ESPP															
Stock-based compensation - ESPP															
Stock-based compensation - ESPP															

Employee equity awards

Net shares settled

Net shares settled

Net shares settled

Other

Other

Other

Other comprehensive loss

Balance —

March 28, 2024

Net loss

Stock-based compensation - ESPP

Stock-based compensation - ESPP

Stock-based compensation - ESPP

Employee equity awards

Net shares settled

Net shares settled

Net shares settled

ESPP shares issued

Other

Other

Other

Other comprehensive loss

Balance —

June 27, 2024

	Common Stock				Additional Paid-in Capital			Treasury Stock			Accumulated Other Comprehensive Loss			Retained Earnings			Noncontrolling Interest			Total		
	Shares	Amount	Capital	Stock	Loss	Earnings	Interest	Total	Common Stock	Paid-in Capital	Retained Earnings	Stock	Loss	Earnings	Interest	Noncontrolling Interest	Common Stock	Paid-in Capital	Retained Earnings	Stock	Loss	Earnings
	(\$ in millions, except share data)				(\$ in millions, except share data)																	
Balance — December 31, 2022																						
Net loss																						
Employee equity awards																						
Employee equity awards																						
Employee equity awards																						

Stock forfeitures	
Net shares settled	
Other	
Other	
Other	
Other comprehensive gain	
Other comprehensive gain	
Other comprehensive gain	
<b>Balance —</b>	
<b>March 30, 2023</b>	
Net loss	
Employee equity awards	
Employee equity awards	
Employee equity awards	
Stock forfeitures	
Net shares settled	
ESPP shares issued	
Other	
Other	
Other	
Other	
comprehensive loss	
<b>Balance —</b>	
<b>June 29, 2023</b>	

(a) Cash dividends declared per common share were \$0.00 and \$0.00 for the three and six months ended March 28, 2024 June 27, 2024 and March 30, 2023 June 29, 2023, respectively.

6

**Spirit AeroSystems Holdings, Inc.**  
**Condensed Consolidated Statements of Cash Flows**  
**(unaudited)**

(unaudited)	
	For the Three Months Ended
	March 28, 2024
	March 28, 2024
	March 28, 2024
	For the Six Months Ended
	June 27, 2024
	June 27, 2024
	June 27, 2024



Operating activities

Operating activities

Operating activities

Net loss
Net loss
Net loss

Adjustments to reconcile net loss to net cash used in operating activities

Adjustments to reconcile net loss to net cash used in operating activities

Adjustments to reconcile net loss to net cash used in operating activities

Depreciation and amortization expense
Depreciation and amortization expense
Depreciation and amortization expense

Amortization of deferred financing fees

Amortization of deferred financing fees

Amortization of deferred financing fees

Accretion of customer supply agreement
Accretion of customer supply agreement
Accretion of customer supply agreement

Employee stock compensation expense

Employee stock compensation expense

Employee stock compensation expense

(Gain) loss from derivative instruments
(Gain) loss from derivative instruments
(Gain) loss from derivative instruments

Loss from derivative instruments
Loss from derivative instruments
Loss from derivative instruments

(Gain) loss from foreign currency transactions

(Gain) loss from foreign currency transactions

(Gain) loss from foreign currency transactions

Loss on disposition of assets
Loss on disposition of assets
Loss on disposition of assets

Deferred taxes

Deferred taxes

Deferred taxes

Pension and other post-retirement plans (income) expense
Pension and other post-retirement plans (income) expense
Pension and other post-retirement plans (income) expense

Grant liability amortization

Grant liability amortization

Grant liability amortization

Equity in net loss of affiliates
Equity in net loss of affiliates
Equity in net loss of affiliates

Equity in net (income) loss of affiliates
Equity in net (income) loss of affiliates
Equity in net (income) loss of affiliates

Forward loss provision

Forward loss provision

Forward loss provision

Gain on settlement of financial instrument  
Gain on settlement of financial instrument  
Gain on settlement of financial instrument  
Change in fair value of acquisition consideration and settlement  
Change in fair value of acquisition consideration and settlement  
Change in fair value of acquisition consideration and settlement  
Gain on settlement of New Market Tax Credit incentive program  
Gain on settlement of New Market Tax Credit incentive program  
Gain on settlement of New Market Tax Credit incentive program

Changes in assets and liabilities

Changes in assets and liabilities

Changes in assets and liabilities

Accounts receivable, net  
Accounts receivable, net  
Accounts receivable, net

Inventory, net  
Inventory, net  
Inventory, net

Contract assets  
Contract assets  
Contract assets

Accounts payable and accrued liabilities  
Accounts payable and accrued liabilities  
Accounts payable and accrued liabilities

Profit sharing/deferred compensation  
Profit sharing/deferred compensation  
Profit sharing/deferred compensation

Advance payments  
Advance payments  
Advance payments

Income taxes receivable/payable  
Income taxes receivable/payable  
Income taxes receivable/payable

Contract liabilities  
Contract liabilities  
Contract liabilities

Pension plans employer contributions  
Pension plans employer contributions  
Pension plans employer contributions

Deferred revenue and other deferred credits  
Deferred revenue and other deferred credits  
Deferred revenue and other deferred credits

Other  
Other  
Other

Net cash used in operating activities  
Net cash used in operating activities  
Net cash used in operating activities

**Investing activities**

**Investing activities**

**Investing activities**

Purchase of property, plant, and equipment
Purchase of property, plant, and equipment
Purchase of property, plant, and equipment
Net cash used in investing activities
Net cash used in investing activities
Net cash used in investing activities
<b>Financing activities</b>
<b>Financing activities</b>
<b>Financing activities</b>
Borrowings under revolving credit facility
Customer financing
Borrowings under revolving credit facility
Customer financing
Customer financing
Borrowings under revolving credit facility
Borrowings under revolving credit facility
Borrowings under revolving credit facility
Principal payments of debt
Principal payments of debt
Principal payments of debt
Payments on term loans
Payments on term loans
Payments on term loans
Payment of New Market Tax Credit incentive program financing
Payment of New Market Tax Credit incentive program financing
Payment of New Market Tax Credit incentive program financing
Taxes paid related to net share settlement awards
Taxes paid related to net share settlement awards
Taxes paid related to net share settlement awards
Proceeds from issuance of ESPP stock
Proceeds from issuance of ESPP stock
Proceeds from issuance of ESPP stock
Debt issuance and financing costs
Debt issuance and financing costs
Debt issuance and financing costs
Net cash used in financing activities
Net cash provided by financing activities
Net cash used in financing activities
Net cash provided by financing activities
Net cash used in financing activities
Net cash provided by financing activities
Effect of exchange rate changes on cash and cash equivalents
Effect of exchange rate changes on cash and cash equivalents
Effect of exchange rate changes on cash and cash equivalents
Net decrease in cash, cash equivalents, and restricted cash for the period
Net decrease in cash, cash equivalents, and restricted cash for the period
Net decrease in cash, cash equivalents, and restricted cash for the period
Cash, cash equivalents, and restricted cash, beginning of period
Cash, cash equivalents, and restricted cash, beginning of period
Cash, cash equivalents, and restricted cash, beginning of period
Cash, cash equivalents, and restricted cash, end of period

Cash, cash equivalents, and restricted cash, end of period

Cash, cash equivalents, and restricted cash, end of period

7

**Reconciliation of Cash, Cash Equivalents, and Restricted Cash:**

	For the Three Months Ended	
	For the Three Months Ended	
	For the Three Months Ended	
	March 28, 2024	March 30, 2023
	For the Six Months Ended	
	For the Six Months Ended	
	For the Six Months Ended	
	June 27, 2024	June 29, 2023
Cash and cash equivalents, beginning of the period		
Restricted cash, short-term, beginning of the period		
Restricted cash, long-term, beginning of the period		
Cash, cash equivalents, and restricted cash, beginning of the period		
Cash and cash equivalents, end of the period		
Cash and cash equivalents, end of the period		
Cash and cash equivalents, end of the period		
Restricted cash, short-term, end of the period		
Restricted cash, long-term, end of the period		
Cash, cash equivalents, and restricted cash, end of the period		

See notes to condensed consolidated financial statements (unaudited)

8

**Spirit AeroSystems Holdings, Inc.**

**Notes to the Condensed Consolidated Financial Statements (unaudited)**  
**(U.S. Dollars in millions other than per share amounts)**

**1. Organization, Basis of Interim Presentation and Recent Developments**

Unless the context otherwise indicates or requires, as used in this Quarterly Report on Form 10-Q, 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 “Holdings” refer only to Spirit AeroSystems Holdings, Inc.

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. 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, Rhode Island; Belfast, Northern Ireland; Casablanca, Morocco; and Dallas, Texas.

The accompanying unaudited interim condensed 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 United States of America (“GAAP”) and the instructions to Form 10-Q and Article 10 of Regulation S-X. The Company’s fiscal quarters are 13 weeks in length. Since the Company’s fiscal year ends on December 31, the number of days in the Company’s first and fourth quarters varies slightly from year to year. All intercompany balances and transactions have been eliminated in consolidation.

As part of the monthly consolidation process, the Company’s international subsidiaries that have functional currencies other than the U.S. dollar are translated to U.S. dollars using the end-of-month translation rate for balance sheet accounts and average period currency translation rates for revenue and income accounts. The subsidiaries in Prestwick, Scotland and Subang, Malaysia use the British pound as their functional currency. All other foreign subsidiaries and branches use the U.S. dollar as their functional currency.

In the opinion of management, the accompanying unaudited interim condensed consolidated financial statements contain all adjustments (consisting of normal recurring adjustments and elimination of intercompany balances and transactions) considered necessary to fairly present the results of operations for the interim period. The results of operations for the **three six** months ended **March 28, 2024 June 27, 2024**, are not necessarily indicative of the results that may be expected for the year ending December 31, 2024.

In connection with the preparation of the condensed consolidated financial statements, the Company evaluated subsequent events through the date the financial statements were issued. The interim financial statements should be read in conjunction with the audited consolidated financial statements, including the notes thereto, included in the Company's 2023 Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") on February 22, 2024 (the "2023 Form 10-K").

The Company's significant accounting policies are described in Note 3 *Summary of Significant Accounting Policies* to our consolidated financial statements in the 2023 Form 10-K.

#### **Agreement and Plan of Merger Discussions with The Boeing Company**

On **March 1, 2024 June 30, 2024**, the Company **entered into an Agreement and Plan of Merger with The Boeing** **issued press releases confirming that they were in discussions** regarding a possible acquisition of the Company, by Boeing. The Company and Boeing have continued these discussions, however, we cannot provide any certainty that the parties **will reach an agreement related to the terms of a potential acquisition or close such transaction.** ("Boeing"). See Note 26 *Subsequent Events*.

#### **Liquidity**

These consolidated financial statements have been prepared in accordance with US generally accepted accounting principles (GAAP) assuming the Company will continue as a going concern.

The Company has incurred net losses of **\$616.7, \$1,032.0**, \$616.2, \$545.7, and \$540.8, for the **three six** months ended **March 28, 2024 June 27, 2024**, and the years ended December 31, 2023, 2022, and 2021, respectively, and cash used in operating activities of **\$415.6, \$981.1**, \$225.8, \$394.6, and \$63.2, respectively for the same periods. The Company's cash and cash equivalents were **\$352.0 \$206.0** and \$823.5 as of **June 27, 2024, and December 31, 2023, respectively.** **The B737 MAX 9 derivative fleet was temporarily grounded by the Federal Aviation Administration ("FAA") while certain safety inspections were completed and to allow the FAA time to review**

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#### **Spirit AeroSystems Holdings, Inc.**

#### **Notes to the Condensed Consolidated Financial Statements (unaudited)** **(U.S. Dollars in millions other than per share amounts)**

**March 28, 2024, and December 31, 2023, respectively. The B737 MAX 9 derivative fleet was temporarily grounded by the Federal Aviation Administration ("FAA") while certain safety inspections were completed and to allow the FAA time to review** any required maintenance actions following the January 5, 2024 in-flight incident on a B737 MAX 9 aircraft flown by Alaska Airlines. The B737 MAX 9 fleet returned to service on January 26, 2024, after mandatory inspections were completed. The Company is participating in investigations relating to this incident. Management is currently unable to fully estimate what impact this incident, including any impacts of investigations, will have on the Company's near or long-term financial position, results of operations and cash flows.

Further, certain changes made to the production and delivery process implemented by Boeing have had an immediate impact to the Company's results of operations and cash flows. On March 2, 2024, Boeing announced they would no longer accept deliveries of product that required out of sequence assembly or incremental quality re-work. As a result, the Company has experienced higher levels of inventory and contract assets and lower operational cash flows due to the inability to physically ship and invoice end items to **Boeing. Boeing in a timeframe aligned with production activities.** Additionally, during late 2023 the Company was preparing its production line to accommodate an expected increase in production rates that has now been delayed due to the FAA's imposed limitation on Boeing increasing its production rates. The Company's ability to align its factory costs which include both internal and supply chain related spending to react to sudden changes in customer-determined production rates will likely have a material impact on the Company's results of operations and cash flows. On April 18, 2024, the Company entered into a Memorandum of Agreement ("MOA") with Boeing, where Boeing **will advance advanced** \$425.0 to the Company in order to support the Company's liquidity. **This MOA was amended on June 20, 2024 to increase the advance by an additional \$40.0 and to revise certain repayment amounts and extend near-term repayment dates. As of the date of this filing, the Company has repaid \$40.0 of the MOA advances.** The Company's liquidity has been impacted by higher levels of inventory and contract assets, lower operational cash flows due to a decrease in expected deliveries to Boeing, higher factory costs to maintain rate readiness (attributed to product quality verification process enhancements, including moving such processes from Renton, Washington, to Wichita, Kansas), Boeing no longer allowing for traveled work on the B737 fuselage to its factories, and the FAA's imposition of limitations on Boeing increasing production rates. Based upon expected production volumes and deliveries, the terms of this advance require installments be repaid **from June to through** October 2024.

Additionally, the Company was in negotiations with Airbus related to pricing adjustments on the A220 and A350 programs during 2023 and continuing into 2024 with a goal of completing those negotiations in early 2024. As a result of the announcement on March 1, 2024, that the Company is currently engaged in discussions with Boeing about a possible acquisition of the Company by Boeing, **followed by the signing of the Merger Agreement and Term Sheet on June 30, 2024,** there was a shift in the strategic discussions with Airbus relevant to pricing adjustments on the A220 and A350 programs, and management has determined that it is uncertain on timing or amount of any pricing adjustments that should be included in its current forecast.

These recent developments in **the quarter ended March 28, 2024 2024** resulted in a significant reduction in projected revenue and operating cash flows over the next twelve months. **Management As of August 5, 2024, management** has developed a plan to improve liquidity because of the changes highlighted above. **The Company These plans are primarily dependent upon finalization of active discussions related to the timing or amounts of repayment for certain customer advances, and management is also evaluating additional strategies to improve liquidity to support operations, including, but not limited to, additional customer advances, negotiating changes to existing advance repayment arrangements, issuing incremental equity or debt financing, and restructuring of operations to increase efficiency and decrease expenses. These plans are dependent on many factors, including achieving forecasted B737 deliveries, securing additional financing or equity funding, renegotiating timing of certain customer advances or receiving incremental**

customer advances, or negotiating pricing adjustments on certain loss-making programs. Management expects these plans will sufficiently improve the Company's liquidity needs to enable continuation of operations for at least the next twelve months.

## 2. 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* from December 31, 2022 to December 31, 2024. ASU No. 2022-06 was effective upon issuance. ASU No. 2022-06 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, the impact of which is not expected to be material.

In November 2023, the FASB issued ASU No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. ASU No. 2023-07 is effective on a retrospective basis for fiscal years beginning after December 15, 2023,

10

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### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

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*, which modifies FASB Accounting Standards Codification 740 to enhance the transparency and decision usefulness of income tax disclosures. ASU No. 2023-09 is effective on a prospective basis for annual periods beginning after December 15, 2024, with early adoption permitted. The Company has not elected early adoption and implementation of this guidance. The guidance will be adopted and implemented for the Company's fiscal year beginning January 1, 2025. The adoption is not expected to have a material impact to our financial position or results of operations.

In March 2024, the FASB issued ASU No. 2024-01 *Compensation - Stock Compensation (Topic 718) - Scope Application of Profits Interest and Similar Awards* which clarifies how an entity determines whether a profits interest or similar award is within the scope of Topic 718 or if it is not a share-based payment arrangement and therefore within the scope of other guidance. ASU 2024-01 provides an illustrative example with multiple fact patterns and also amends certain language in the "Scope" and "Scope Exceptions" sections of Topic 718 to improve its clarity regarding scope application. Entities can apply the amendments either retrospectively to all prior periods presented in the financial statements or prospectively to profits interest and similar awards granted or modified on or after the date of adoption. ASU 2024-01 is effective January 1, 2025, including interim periods, and is not expected to have a significant impact on our financial statements.

In March 2024, the FASB issued ASU 2024-02 *Codification Improvements - Amendments to Remove References to the Concepts Statements* which amends the Codification to remove references to various concepts statements and impacts a variety of topics in the Codification. The amendments apply to all reporting entities within the scope of the affected accounting guidance, but in most instances the references removed are extraneous and not required to understand or apply the guidance. Generally, the amendments in ASU 2024-02 are not intended to result in significant accounting changes for most entities. ASU 2024-02 is effective January 1, 2025 and is not expected to have a significant impact on our financial statements.

## 3. 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. The continued fragility of the global aerospace supply chain may lead to interruptions in deliveries of or increased prices for components or raw materials used in the Company's products, labor disruptions, and 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.

Changes in estimates could materially adversely affect the Company's future financial performance. While certain increases in raw material costs 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, production stoppages, 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" of the 2023 Form 10-K. The risk particularly applies to products such as the B787, A220, and A350, which are in forward loss positions.

Spirit AeroSystems Holdings, Inc.  
Notes to the Condensed Consolidated Financial Statements (unaudited)  
(U.S. Dollars in millions other than per share amounts)

During the first second quarter ended March 28, 2024 June 27, 2024, the Company recognized unfavorable changes in estimates of \$534.6, \$265.2, which included net forward loss charges of \$495.4, \$213.5, and unfavorable cumulative catch-up adjustments related to periods prior to the first second quarter of 2024 of \$39.2, \$51.7. The forward losses in the first second quarter were primarily driven by a change in strategic pricing conversations with our customer, Airbus, incremental orders Airbus secured, foreign currency impacts, current production performance, and supply chain cost growth on the A350 and A220 programs, schedule changes, additional labor and supply chain cost growth on the B787 program, and increased costs related to factory performance supply chain growth on the B767 program. The forward losses on the Airbus A350 and A220 programs B787 program include net incremental losses for anticipated performance obligations beyond from 2026 to 2028 of \$168.3 \$62.4 related to the incremental firm orders Airbus secured, production of units through line unit 1605. The unfavorable cumulative catch-up adjustments primarily relate to increased production costs associated with changes implemented by Boeing in March 2024 to introduce a new product verification process in Wichita, KS, KS on the B737 program and schedule changes and increased production costs on the B777 program. This change in business process for the B737 units has delayed delivery acceptances and caused a build up buildup of undelivered units in Wichita, KS. Additionally, the Company is maintaining a higher cost profile for an expected increase in production rates that has now been delayed due to the FAA's imposed limitation on Boeing increasing its production rates, and production cost overruns on the A320 program.

During the first second quarter ended March 30, 2023 June 29, 2023, the Company recognized unfavorable changes in estimates of \$121.9, \$126.3, which included net forward loss charges of \$110.0, \$104.7, and unfavorable cumulative catch-up adjustments related to periods prior to the first second quarter of 2023 of \$11.9, \$21.6. The forward losses in the quarter ended March 30, 2023 June 29, 2023 were primarily driven by supplier price negotiations and estimated supply chain costs including certain non-recurring cost estimates, schedule revisions, supplier price negotiations, and foreign exchange headwinds on the A220 program, schedule changes and other supply chain cost growth on the A350 program, additional labor and supply chain cost growth on the B787 program, and increased cost projections foreign exchange movement and supply chain issues on the CL650 A220 program. Forward losses for the quarter ended June 29, 2023 also include strike disruption charges of \$28.3 reflected as changes in estimates during the period related to wages, other employee benefits, and production schedule disruptions. For additional discussion of strike impacts, see Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the 2023 Form 10-K. The unfavorable cumulative catch-up adjustments primarily relate to increased labor costs resulting from negotiations with the Company's preliminary assessment International Association of Machinists and Aerospace Workers ("IAM") union, increased supply chain costs on the B737 program, and production cost overruns, estimates of the impact to of production schedule changes, and increased costs including factory disruption related to for materials, freight, labor and overhead on the notice of escapement issued to Boeing for the B737 Vertical Fin Attach Fittings and supply chain cost growth, A320 program.

Changes in estimates are summarized below:

	For the Three Months Ended
	For the Three Months Ended
	For the Three Months Ended
Changes in Estimates	
Changes in Estimates	
Changes in Estimates	
(Unfavorable) Favorable Cumulative Catch-up Adjustment by Segment	
(Unfavorable) Favorable Cumulative Catch-up Adjustment by Segment	
(Unfavorable) Favorable Cumulative Catch-up Adjustment by Segment	
Commercial	
Commercial	
Commercial	
Defense & Space	
Defense & Space	
Defense & Space	
Aftermarket	
Aftermarket	
Aftermarket	
Total (Unfavorable) Favorable Cumulative Catch-up Adjustment	
Total (Unfavorable) Favorable Cumulative Catch-up Adjustment	
Total (Unfavorable) Favorable Cumulative Catch-up Adjustment	
Changes in Estimates on Loss Programs (Forward Loss) by Segment	

Changes in Estimates on Loss Programs (Forward Loss) by Segment

Changes in Estimates on Loss Programs (Forward Loss) by Segment

Commercial
Commercial
Commercial
Defense & Space
Defense & Space
Defense & Space
Aftermarket
Aftermarket
Aftermarket
Total Changes in Estimates (Forward Loss) on Loss Programs
Total Changes in Estimates (Forward Loss) on Loss Programs
Total Changes in Estimates (Forward Loss) on Loss Programs
Total Change in Estimate
Total Change in Estimate
Total Change in Estimate
EPS Impact (diluted per share based upon applicable forecasted effective tax rate)
EPS Impact (diluted per share based upon applicable forecasted effective tax rate)
EPS Impact (diluted per share based upon applicable forecasted effective tax rate)

Spirit AeroSystems Holdings, Inc.  
Notes to the Condensed Consolidated Financial Statements (unaudited)  
(U.S. Dollars in millions other than per share amounts)

4. Accounts Receivable and Allowance for Credit Losses

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 Condensed Consolidated Balance Sheets. See also *Allowance for Credit Losses*, below.

Accounts receivable, net consists of the following:

	March 28, 2024	December 31, 2023
	June 27, 2024	December 31, 2023
Trade receivables		
Other		
Less: allowance for credit losses		
Accounts receivable, net		

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 Condensed Consolidated Balance Sheets. For the ~~three~~six months ended ~~March 28, 2024~~ ~~June 27, 2024~~, ~~\$814.0~~~~\$1,613.6~~ of accounts receivable were sold via these arrangements. The proceeds from these sales of receivables are included in cash from operating activities in the Condensed Consolidated Statements of Cash Flows. The recorded



net loss on sale of receivables was \$10.6 \$21.5 for the three six months ended March 28, 2024 June 27, 2024 and is included in other income and expense. See Note 20 *Other Income (Expense), Net*.

#### Allowance for Credit Losses

During the three six months ended March 28, 2024 June 27, 2024, 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.

#### 5. 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 that are expected to be billed to our customer within 12 months. Contract assets, long-term are those that are expected to be billed to our customer over periods greater than 12 months. No impairments to contract assets were recorded for the period ended March 28, 2024 June 27, 2024 or the period ended March 30, 2023 June 29, 2023. See also Note 4 *Accounts Receivable and Allowance for Credit Losses*.

Contract liabilities are established for cash received 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.

13

#### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

	March 28, 2024	December 31, 2023	Change
	June 27, 2024	December 31, 2023	Change
Contract assets			
Contract liabilities			
Net contract assets (liabilities)			

For the period ended March 28, 2024 June 27, 2024, the increase in contract assets reflects the net impact of more over time revenue recognition in relation to billed revenues during the period as well as the impact of changes implemented by Boeing in March 2024 to introduce a new product verification process in Wichita, KS. This change in business process has delayed delivery acceptances and caused a build up buildup of undelivered units in Wichita, KS. The decrease in contract liabilities reflects the net impact of less deferred revenues recorded in excess of revenue recognized during the period. The Company recognized \$49.5 \$36.6 of revenue that was included in the contract liability balance at the beginning of the period.

	March 30, 2023	December 31, 2022	Change
	June 29, 2023	December 31, 2022	Change
Contract assets			
Contract liabilities			
Net contract assets (liabilities)			

For the period ended March 30, 2023 June 29, 2023, the increase in contract assets reflects the net impact of more over time revenue recognition in relation to billed revenues during the period. The decrease in contract liabilities reflects the net impact of less deferred revenues recorded in excess of revenue recognized during the period. The Company recognized \$25.8 \$53.9 of revenue that was included in the contract liability balance at the beginning of the period.

#### 6. 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, 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 22 *Segment Information*.

The following tables show disaggregated revenues for the periods ended **March 28, 2024** **June 27, 2024** and **March 30, 2023** **June 29, 2023**:

Revenue

Revenue

Revenue

Contracts with performance obligations satisfied over time
Contracts with performance obligations satisfied over time
Contracts with performance obligations satisfied over time
Contracts with performance obligations satisfied at a point in time
Contracts with performance obligations satisfied at a point in time
Contracts with performance obligations satisfied at a point in time
Total Revenue
Total Revenue
Total Revenue

The following table disaggregates revenue by major customer:

For the Three  
Months Ended  
  
For the Three  
Months Ended  
  
For the Three  
Months Ended

Customer

Customer

Customer

Boeing
Boeing
Boeing
Airbus
Airbus
Airbus
Other
Other
Other
Total Revenue
Total Revenue
Total Revenue

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

For the Three  
Months Ended  
  
For the Three  
Months Ended

For the Three  
Months Ended

Location
Location
Location
United States
United States
United States
International
International
International
United Kingdom
United Kingdom
United Kingdom
Other
Other
Other
Total International
Total International
Total International
Total Revenue
Total Revenue
Total Revenue

Remaining Performance Obligations

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

	Remaining in 2024	Remaining in 2024	2025	2026	2027 and after	Remaining in 2024	2025	2026	2027 and after
Unsatisfied performance obligations									

7. Inventory

Inventory consists of raw materials used in the production process, work-in-process, which is direct material, direct labor, overhead and purchases, and capitalized pre-production 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.

	March 28, 2024	December 31, 2023
	June 27, 2024	December 31, 2023
Raw materials		
Work-in-process <sup>(1)</sup>		
Finished goods		
Product inventory		
Capitalized pre-production		
Total inventory, net		

(1) Work-in-process inventory includes direct labor, direct material, overhead, and purchases 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 an input method. For the periods ended March 28, 2024 June 27, 2024 and December 31, 2023, work-in-process inventory includes \$232.4 \$331.1 and \$262.0, respectively, of costs incurred in anticipation of specific contracts and no impairments were recorded in the periods.

Product inventory, summarized in the table above, is shown net of valuation reserves of \$154.6 \$150.2 and \$150.2 as of March 28, 2024 June 27, 2024 and December 31, 2023, respectively.

Excess capacity and abnormal production costs are excluded from inventory and recognized as expense in the period incurred. Cost of sales for the three and six months ended March 28, 2024 June 27, 2024 includes period expense of \$26.1 \$46.3 and \$72.4, respectively, for excess capacity production costs related to temporary B737 MAX and A220 production schedule changes, changes, and \$0.8 of restructuring costs. Cost of sales for the three and six months ended March 30, 2023 June 29, 2023 includes period expense of \$43.3 \$53.2 and \$96.5, respectively, for excess capacity production costs related to temporary B737 MAX, A320 and A220 production schedule changes, and \$6.3 of restructuring costs.

Spirit AeroSystems Holdings, Inc.

Notes to the Condensed Consolidated Financial Statements (unaudited)  
(U.S. Dollars in millions other than per share amounts)

changes, \$0.9 and \$7.2, respectively, of restructuring costs, and abnormal production costs of \$7.3 related to the temporary production pause, partially offset by (\$2.4) of benefit related to the settlement of a contingent consideration obligation related to a prior year acquisition.

8. Property, Plant and Equipment, net

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

	March 28, 2024	December 31, 2023
	June 27, 2024	December 31, 2023
Land		
Buildings (including improvements)		
Machinery and equipment		
Tooling		
Capitalized software		
Construction-in-progress		
Total		
Less: accumulated depreciation		
Property, plant and equipment, net		

Capitalized interest was \$1.2 \$1.6 and \$1.6 \$1.8 for the three months ended March 28, 2024 June 27, 2024 and March 30, 2023 June 29, 2023, respectively, and \$2.8 and \$3.4 for the six months ended June 27, 2024 and June 29, 2023, respectively. Repair and maintenance costs are expensed as incurred. The Company recognized repair and maintenance costs of \$44.1 \$53.6 and \$42.7 \$49.6 for the three months ended March 28, 2024 June 27, 2024 and March 30, 2023 June 29, 2023, respectively, and \$97.7 and \$92.3 for the six months ended June 27, 2024 and June 29, 2023, 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 \$4.4 \$4.6 and \$6.1 \$5.8 for the three months ended March 28, 2024 June 27, 2024 and March 30, 2023 June 29, 2023, respectively, and \$9.0 and \$11.9 for the six months ended June 27, 2024 and June 29, 2023, respectively.

The Company reviews capital and amortizing intangible assets (long-lived assets) for impairment on an annual basis or whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. For the period ended March 28, 2024 June 27, 2024, there were no events which would require the Company to update its impairment analysis.

9. 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), short-term operating lease liabilities, and long-term operating lease liabilities on the Company's Condensed Consolidated Balance Sheets. Finance leases are included in Property, Plant and Equipment, current maturities 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.

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

Spirit AeroSystems Holdings, Inc.  
Notes to the Condensed Consolidated Financial Statements (unaudited)  
(U.S. Dollars in millions other than per share amounts)

less, which are primarily related to automobiles and manufacturing equipment, are not recorded on the Condensed Consolidated Balance Sheets. 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

Spirit AeroSystems Holdings, Inc.  
Notes to the Condensed Consolidated Financial Statements (unaudited)  
(U.S. Dollars in millions other than per share amounts)

components as a single lease component. A portfolio approach is applied to effectively account for the ROU 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. The majority of the Company's active leases have remaining lease terms that range between less than one year to 17 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.

Components of lease expense:

	For the Three Months Ended		For the Three Months Ended		For the Six Months Ended
	For the Three Months Ended				
	For the Three Months Ended				
	For the Three Months Ended		March 28, 2024	March 30, 2023	
	June 27, 2024	June 29, 2023	June 27, 2024		June 29, 2023
Operating lease cost					
Finance lease cost:					
Amortization of assets					
Amortization of assets					
Amortization of assets					
Interest on lease liabilities					
Total net lease cost					

Supplemental cash flow information related to leases was as follows:

	For the Three Months Ended		For the Three Months Ended		For the Six Months Ended
	For the Three Months Ended				
	For the Three Months Ended				
	For the Three Months Ended		March 28, 2024	March 30, 2023	



As of **March 28, 2024** **June 27, 2024**, the Company had additional operating and financing lease commitments that have not yet commenced of approximately **\$0.4** **\$0.5** and **\$15.2**, **\$6.5**, respectively, for manufacturing equipment, software, and facilities that are in various phases of construction or customization for the Company's ultimate use, with lease terms between 3 and **9** 5 years. The Company's involvement in the construction and design process for these assets is generally limited to project management.

#### 10. Other Assets, Goodwill, and Intangible Assets

Other current assets are summarized as follows:

	March 28, 2024	December 31, 2023
	June 27, 2024	December 31, 2023
Prepaid expenses		
Income tax receivable		
Other assets - short-term		
Total other current assets		

Other assets are summarized as follows:

	March 28, 2024	December 31, 2023
	June 27, 2024	December 31, 2023
Deferred financing	Deferred financing	Deferred financing
Deferred financing costs		
Less: Accumulated amortization - deferred financing costs		
Deferred financing costs, net		
Other	Other	Other
Supply agreements <sup>(1)</sup>		
Supply agreements <sup>(1)</sup>		
Supply agreements <sup>(1)</sup>		
Equity in net assets of affiliates		
Restricted cash - collateral requirements		
Rotables		
Other		
Total other long-term assets		

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

Goodwill is summarized as follows:

Segment	Changes in Goodwill Balance				Balance at March 28, 2024
	Balance at December 31, 2023	Acquisitions	Adjustments/Other	Currency Exchange	
	2023				
Commercial	\$ 296.6	\$ —	\$ —	\$ —	\$ 296.6
Defense & Space	\$ 13.2	\$ —	\$ —	\$ —	\$ 13.2
Aftermarket	\$ 321.4	\$ —	\$ —	\$ —	\$ 321.4
	\$ 631.2	\$ —	\$ —	\$ —	\$ 631.2

Goodwill is summarized as follows:

Segment	Changes in Goodwill Balance				
	Balance at				Balance at
	December 31, 2023	Acquisitions	Adjustments/Other	Currency Exchange	June 27, 2024
Commercial	\$ 296.6	\$ —	\$ —	\$ —	\$ 296.6
Defense & Space	\$ 13.2	\$ —	\$ —	\$ —	\$ 13.2
Aftermarket	\$ 321.4	\$ —	\$ —	\$ —	\$ 321.4
	\$ 631.2	\$ —	\$ —	\$ —	\$ 631.2

The total goodwill value includes no accumulated impairment loss in any of the periods presented. The Company assesses goodwill for impairment annually 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. For the period ended **March 28, 2024** **June 27, 2024**, there were no events or circumstances which would require the Company to update its goodwill impairment analysis.

Intangible assets are summarized as follows:

		March 28, 2024	December 31, 2023
		June 27, 2024	December 31, 2023
<b>Intangible assets</b>	<b>Intangible assets</b>	<b>Intangible assets</b>	<b>Intangible assets</b>
Favorable leasehold interests			
Favorable leasehold interests			
Favorable leasehold interests			
Developed technology asset			
Customer relationships intangible asset			
Total intangible assets			
Total intangible assets			
Total intangible assets			
Less: Accumulated amortization - favorable leasehold interest			
Less: Accumulated amortization - favorable leasehold interest			
Less: Accumulated amortization - favorable leasehold interest			
Accumulated amortization - developed technology asset			
Accumulated amortization - customer relationship			
Intangible assets, net			

Amortization expense was \$3.8 and **\$3.7** **\$3.9** for the for the three months ended **March 28, 2024** **June 27, 2024** and **March 30, 2023** **June 29, 2023**, respectively, and \$7.6 and **\$7.6 for the six months ended June 27, 2024 and June 29, 2023**, respectively.

The amortization for each of the five succeeding years relating to intangible assets currently recorded in the Condensed Consolidated Balance Sheets and the weighted average amortization is estimated to be the following as of **March 28, 2024** **June 27, 2024**:

Year	Customer relationships	Favorable leasehold interest	Developed technology	Total	Year	Customer relationships	Favorable leasehold interest	Developed technology	Total
remaining in 2024									
2025									
2026									
2027									
2028									
2029									
Weighted average amortization period									
Weighted average amortization period									



Weighted average amortization period	14.2 years	5.3 years	11.6 years	13.1 years	14.0 years	5.0 years	11.4 years	12.9 years
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19

**Spirit AeroSystems Holdings, Inc.**

**Notes to the Condensed Consolidated Financial Statements (unaudited)**  
**(U.S. Dollars in millions other than per share amounts)**

**11. 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 initially scheduled to be spread evenly over the remainder of the first 1,000 B787 shipsets delivered to Boeing. On April 8, 2014, Spirit 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 will offset the purchase price for shipsets 1001 through 1120. On December 21, 2018, Spirit signed a memorandum of agreement 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 unit number 1135 and will continue through line number 1605.

19

**Spirit AeroSystems Holdings, Inc.**

**Notes to the Condensed Consolidated Financial Statements (unaudited)**  
**(U.S. Dollars in millions other than per share amounts)**

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 **March 28, 2024** **June 27, 2024**, the amount of advance payments received from Boeing under the B787 Supply Agreement and not yet repaid was approximately **\$183.2** **\$176.9**.

In support of tooling and capital expenditures for future production rate increases on the B787 program, the memorandum of agreement entered into on October 12, 2023 between Boeing and Spirit (the "2023 MOA") 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 **March 28, 2024** **June 27, 2024**, the amount of advance payments received by Spirit from Boeing and not yet repaid was approximately **\$32.2** **\$48.0**.

*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. [See also the disclosure under the heading Airbus Term Sheet in Note 26 Subsequent Events.](#)

*Advances on the A220 Program.* During the three months ended March 28, 2024, the Company received an advance payment from Airbus of \$17.0 under a term sheet agreement between Airbus Canada Limited Partnership ("Airbus Canada") and Shorts Brothers PLC (the Company's facilities located in Belfast, Northern Ireland), for short term funding for increased freight costs incurred in the period from January to March 2024. [This advance will form part of a financial support package See also the disclosure under a proposed Memorandum of Agreement the heading "Airbus Term Sheet" in Note 26 Subsequent Events.](#)

*Airbus Term Sheet.* See the disclosure under [negotiations between the parties and shall be used by the Company to enable timely delivery of aerostructures via air freight through March 31, 2024 heading "Airbus Term Sheet" in Note 26 Subsequent Events.](#) The increased freight costs will be fully borne by the Company. The parties' original intent was to have the method and timing of payment resolved by the end of April 2024, however, as of the date of this filing these issues have not been resolved.

*Other.* The Advance payments, long-term line item on the Condensed Consolidated Balance Sheets for the period ended **March 28, 2024** **June 27, 2024** 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.

**12. 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

Spirit AeroSystems Holdings, Inc.

Notes to the Condensed Consolidated Financial Statements (unaudited)

(U.S. Dollars in millions other than per share amounts)

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

Spirit AeroSystems Holdings, Inc.

Notes to the Condensed Consolidated Financial Statements (unaudited)

(U.S. Dollars in millions other than per share amounts)

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.

At **March 28, 2024** **June 27, 2024**, the Company's long-term debt includes a senior secured term loan and senior notes described further under Note 14 *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 13 *Derivative and Hedging Activities* and Note 15 *Pension and Other Post-Retirement Benefits*.

		March 28, 2024				December 31, 2023				June 27, 2024				December 31, 2023			
		Carrying Amount		Fair Value		Carrying Amount		Fair Value		Carrying Amount		Fair Value		Carrying Amount		Fair Value	
Senior secured term loan B (including current portion)	Senior secured term loan B (including current portion)	\$ 572.3	\$	\$ 575.1	(2) (2)	\$ 571.0	\$	\$ 573.1	(2) (2)	Senior secured term loan B (including current portion)	\$ 572.0	\$	\$ 575.6	(2) (2)			
Exchangeable senior notes due 2028	Exchangeable senior notes due 2028	222.5	313.7	313.7	(2) (2)	222.2	292.6	292.6	(2) (2)	Exchangeable senior notes due 2028	222.9		293.8	25			
Senior notes due 2025	Senior notes due 2025	20.8	20.8	20.8	(1) (1)	20.8	20.7	20.7	(1) (1)	Senior notes due 2025	20.8		20.4	2			
Senior secured noted due 2026		299.2		288.1	(1)	299.1		288.0	(1)								
Senior secured notes due 2026		299.3		287.8	(1)	299.1		288.0	(1)								

Senior notes due 2028	Senior notes due 2028	696.7	652.9	652.9	(1)	(1)	696.6	616.8	616.8	(1)	(1)	Senior notes due 2028	696.9	653.5	653.5
Senior secured first lien notes due 2029	Senior secured first lien notes due 2029	888.8	970.2	970.2	(1)		888.4	973.0	973.0	(1)		Senior secured first lien notes due 2029	889.1		959.0
Senior secured second lien notes due 2030	Senior secured second lien notes due 2030	1,180.3	1,320.8	1,320.8	(1)		1,180.0	1,273.1	1,273.1	(1)		Senior secured second lien notes due 2030	1,180.8		1,304.6
Total	Total	\$3,880.6	\$	\$4,141.6			\$ 3,878.1	\$	\$4,037.3			Total	\$ 3,881.8	\$	\$4,094.7

(1) Level 1 Fair Value hierarchy

(2) Level 2 Fair Value hierarchy

### 13. Derivative and Hedging Activities

#### Derivatives Accounted for as Hedges

##### Cash Flow Hedges – Foreign Currency Forward Contract

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 **December 2024**.

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 Condensed Consolidated Balance Sheets as of March 28, 2024, and December 31, 2023. The foreign currency exchange contracts are measured within Level 1 of the Fair Value hierarchy. See Note 12 *Fair Value Measurements*. **March 2025**.

21

#### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

	Notional amount		Other assets		Other liabilities	
	March 28, 2024	December 31, 2023	March 28, 2024	December 31, 2023	March 28, 2024	December 31, 2023
Derivatives designated as hedging instruments:						
Foreign currency exchange contracts	\$ 161.8	\$ 169.1	\$ —	\$ 3.0	\$ —	\$ —
Total derivatives at fair value			\$ —	\$ 3.0	\$ —	\$ —

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 Condensed Consolidated Balance Sheets as of June 27, 2024, and December 31, 2023. The foreign currency exchange contracts are measured within Level 1 of the Fair Value hierarchy. See Note 12 *Fair Value Measurements*.

	Notional amount		Other assets		Other liabilities	
	June 27, 2024	December 31, 2023	June 27, 2024	December 31, 2023	June 27, 2024	December 31, 2023
Derivatives designated as hedging instruments:						
Foreign currency exchange contracts	\$ 177.6	\$ 169.1	\$ 2.1	\$ 3.0	\$ —	\$ —
Total derivatives at fair value			\$ 2.1	\$ 3.0	\$ —	\$ —

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 our hedging transactions is presented in the following table:

	Three Months Ended		Three Months Ended	Six Months Ended
	Three Months Ended			
	Three Months Ended			
		March 28, 2024	March 30, 2023	
	June 27, 2024	June 29, 2023	June 27, 2024	June 29, 2023
Recognized in total other comprehensive loss:				
Foreign currency exchange contracts				
Foreign currency exchange contracts				
Foreign currency exchange contracts				

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

	Three Months Ended		Three Months Ended	Six Months Ended
	Three Months Ended			
	Three Months Ended			
		March 28, 2024	March 30, 2023	
	June 27, 2024	June 29, 2023	June 27, 2024	June 29, 2023
Foreign currency exchange contracts:				
Other income (expense)				
Other income (expense)				
Other income (expense)				
Other (expense) income				
Other (expense) income				
Other (expense) income				

Within the next 12 months, the Company expects to recognize a loss gain of \$0.0 \$2.1 in earnings related to the foreign currency forward contracts. As of March 28, 2024 June 27, 2024, 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.

# Spirit AeroSystems Holdings, Inc.

## Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

### 14. Debt

Total debt shown on the Condensed Consolidated Balance Sheets is comprised of the following:

	March 28, 2024	December 31, 2023							
	June 27, 2024	December 31, 2023							
	Current	Current	Noncurrent	Current	Noncurrent	Current	Noncurrent	Current	Noncurrent
Senior secured term loan B									
Exchangeable senior notes due 2028									
Senior notes due 2025									
Senior secured notes due 2026									
Senior secured notes due 2026									
Senior secured notes due 2026									
Senior notes due 2028									

Senior secured first lien notes due 2029
Senior secured second lien notes due 2030
Present value of finance lease obligations
Other
Total

### 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. 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 with term loans in an equal principal amount with a later maturity date.

The obligations under the Amended Credit Agreement are guaranteed by Holdings and Spirit AeroSystems North Carolina, Inc., a wholly-owned subsidiary of Holdings ("Spirit NC" and, together with Holdings, the "Guarantors") and will be guaranteed by each existing and future, direct and indirect, wholly-owned material domestic subsidiary of Holdings, 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.

As of March 28, June 27, 2024, the outstanding balance of the Amended Credit Agreement was \$586.6 \$585.1 and the carrying value was \$572.3 \$572.0.

As of March 28, June 27, 2024, the Company was in compliance with all covenants in the Amended Credit Agreement.

### 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 are senior, unsecured obligations of Spirit and are fully and unconditionally guaranteed on a senior, unsecured basis by the Guarantors.

23

## Spirit AeroSystems Holdings, Inc.

### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

The Exchangeable Senior Notes will be exchangeable at an initial exchange rate of 34.3053 shares of Holdings' Class A common stock per \$1,000.00 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 Exchangeable Senior Notes would be convertible into 7,890,219 shares of Holdings' Class A common stock. The initial exchange rate is subject to adjustment, as provided in the Exchangeable Notes Indenture.

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.

During the three six months ended March 28, 2024 June 27, 2024, no adjustments were made to the conversion or exercise prices of the Exchangeable Senior Notes.

As of March 28, 2024 June 27, 2024, the outstanding balance of the Exchangeable Senior Notes was \$230.0 and the carrying value was \$222.5 \$222.9. Interest expense recognized for the three six months ended March 28, 2024 June 27, 2024 was \$1.8 \$3.7. During the three six months ended March 28, 2024 June 27, 2024, \$0.4 \$0.8 of debt issuance costs were amortized. Unamortized debt issuance costs at March 28, 2024 June 27, 2024 related to the Exchangeable Senior Notes were \$7.5 \$7.1.

The Exchangeable Senior Notes mature on November 1, 2028, unless earlier exchanged, redeemed, or repurchased.

### 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 9.750% Senior Secured Second Lien Notes

due 2030 (the "Second Lien 2030 Notes").

The Second Lien 2030 Notes are guaranteed by the Guarantors, and will be guaranteed by each existing and future, direct and indirect, wholly-owned material domestic subsidiary of Holdings that guarantee Holdings' obligations under the Amended Credit Agreement and certain other indebtedness, 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.

As of March 28, June 27, 2024, the outstanding balance of the Second Lien 2030 Notes was \$1,200.0 and the carrying value was \$1,180.3, \$1,180.8.

The Second Lien 2030 Notes mature on November 15, 2030.

#### **First Lien 2029 Notes**

On November 23, 2022, Spirit entered into an 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 are guaranteed by the Guarantors, and will be guaranteed by each existing and future, direct and indirect, wholly-owned material domestic subsidiary of Holdings that guarantee Holdings' obligations under the Amended Credit Agreement and certain other indebtedness. 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.

As of March 28, June 27, 2024, the outstanding balance of the First Lien 2029 Notes was \$900.0 and the carrying value was \$888.8, \$889.1.

The First Lien 2029 Notes mature on November 30, 2029.

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### **Spirit AeroSystems Holdings, Inc.**

#### **Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)**

#### **2025 Notes**

On October 5, 2020, Spirit entered into an 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 "2025 Notes").

The 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, which lien was released on November 22, 2022.

As of March 28, June 27, 2024, the outstanding balance of the 2025 Notes was \$20.8 and the carrying value was \$20.8.

The 2025 Notes mature on January 15, 2025.

#### **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").

The 2026 Notes are guaranteed by the Guarantors, and each existing and future, direct and indirect, subsidiary of the Company that guarantee the Company's obligations under the Amended Credit Agreement and certain other indebtedness.

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 the 2026 Notes. Under the Fourth Supplemental Indenture, the holders of the 2026 Notes were granted security on an equal and ratable basis with the secured parties under the 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.

On June 30, 2024, Spirit entered into a Seventh Supplemental Indenture (the "Seventh 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.

As of March 28, 2024 June 27, 2024, the outstanding balance of the 2026 Notes was \$300.0 and the carrying value was \$299.2, 299.3.

The 2026 Notes mature on June 15, 2026.

See also Note 26 Subsequent Events.

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"). 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. Holdings guarantees Spirit's obligations under the 2028 Notes on a senior unsecured basis.

As of March 28, 2024, the outstanding balance of the 2028 Notes was \$700.0 and the carrying value was \$696.7.

The 2028 Notes mature on June 15, 2028.

Spirit AeroSystems Holdings, Inc.  
Notes to the Condensed Consolidated Financial Statements (unaudited)  
(U.S. Dollars in millions other than per share amounts)

outstanding \$300.0 principal amount of the 2023 Notes. Holdings guarantees Spirit's obligations under the 2028 Notes on a senior unsecured basis.

As of June 27, 2024, the outstanding balance of the 2028 Notes was \$700.0 and the carrying value was \$696.9.

The 2028 Notes mature on June 15, 2028.

As of March 28, 2024 June 27, 2024, the Company was in compliance with all covenants contained in the indentures governing the Second Lien 2030 Notes, First Lien 2029 Notes, 2025 Notes, 2026 Notes, and the 2028 Notes.

15. Pension and Other Post-Retirement Benefits

Components of Net Periodic Pension Expense (Income)

Components of Net Periodic Pension Expense (Income)

Components of Net Periodic Pension Expense (Income)

Service cost
Service cost
Service cost
Interest cost
Interest cost
Interest cost
Expected return on plan assets
Expected return on plan assets
Expected return on plan assets
Amortization of net loss
Amortization of net loss
Amortization of net loss
Settlement loss (gain)(1)
Settlement loss (gain)(1)

Settlement loss (gain) <sup>(1)</sup>
Net periodic pension expense (income)
Net periodic pension expense (income)
Net periodic pension expense (income)
Components of Other Benefit Expense (Income)
Components of Other Benefit Expense (Income)
Components of Other Benefit Expense (Income)
Service cost
Service cost
Service cost
Interest cost
Interest cost
Interest cost
Amortization of prior service cost
Amortization of prior service cost
Amortization of prior service cost
Amortization of net gain
Amortization of net gain
Amortization of net gain
Net periodic other benefit income
Net periodic other benefit expense (income)
Net periodic other benefit income
Net periodic other benefit expense (income)
Net periodic other benefit income
Net periodic other benefit expense (income)

(1) Includes a \$64.6 settlement charge for PVP A during the **three** six months ended **March 30, 2023** June 29, 2023.

The components of net periodic pension expense (income) and other benefit **income, expense (income)**, other than the service cost component, are included in *Other income (expense), net* in the Company's Condensed Consolidated Statements of Operations. See Note 20 *Other Income (Expense), Net*.

Effective October 1, 2021, the Company spun off a portion of the existing PVP A, to a new plan called PVP B ("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 **March 28, 2024** **June 27, 2024**, a pension reversion asset of **\$50.0** **\$50.3** is recorded on the *Restricted plan assets* line item on the Company's Condensed Consolidated Balance Sheets. Restricted plan assets are expected to be reduced over the next five years as they are distributed to employees under a qualified compensation and 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 12 *Fair Value Measurements*.

Separately, during the **three** six months ended **March 30, 2023** **June 29, 2023**, the Company received an excess plan asset reversion of \$179.5 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 Company's Condensed Consolidated Statement of Cash Flows for the **three** six months ended March 30, 2023. Excise tax of \$35.9 related to the reversion of excess plan assets was separately recorded to the *Other (expense) income, net* line item on the Company's Condensed Consolidated Statements of Operations for the three months ended March 30, 2023. See also Note 20 *Other Income (Expense), Net*.

In July 2022, the Company adopted and communicated to participants a plan to terminate the PVP A. During the three months ended March 30, 2023, the Company recognized non-cash, pre-tax non-operating accounting charges of \$64.6 related to **June 29**.

#### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

2023. Excise tax of \$35.9 related to the reversion of excess plan assets was separately recorded to the *Other (expense) income, net* line item on the Company's Condensed Consolidated Statements of Operations for the six months ended June 29, 2023. See also Note 20 *Other Income (Expense), Net*.



In July 2022, the Company adopted and communicated to participants a plan to terminate the PVP A. During the six months ended June 29, 2023, the Company recognized non-cash, pre-tax non-operating accounting charges of \$64.6 related to the plan termination, primarily reflecting the accounting for a group annuity purchase made in the first quarter of 2023, 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 Condensed Consolidated Balance Sheets.

#### Employer Contributions

The Company's expected contributions for the current year have not significantly changed from those described in the Company's 2023 Form 10-K.

### 16. Stock Compensation

Holdings has established the stockholder-approved Amended and Restated 2014 Omnibus Incentive Plan (the "Omnibus Plan"), to grant cash and equity awards of Holdings' Class A Common Stock, par value \$0.01 per share (the "Common" ("Holdings Common Stock")), to certain individuals. Holdings has established the Long-Term Incentive Plan (the "LTIP") under the Omnibus Plan to grant equity awards to certain employees of the Company.

The Company recognized a net total of \$10.1 \$9.4 and \$9.0 \$10.2 of stock compensation expense for the three months ended March 28, 2024 June 27, 2024 and March 30, 2023 June 29, 2023, respectively, and a net total of \$19.5 and \$19.2 of stock compensation expense for the six months ended June 27, 2024 and June 29, 2023, respectively.

During the three six months ended March 28, 2024 June 27, 2024, 409,170 507,401 time or service-based restricted stock units ("RSUs") were granted with an aggregate grant date fair value of \$11.9 \$15.0 under the Company's LTIP. Awards typically vest over a three-year period, beginning on the date of grant. Values for these awards are based on the value of Holdings Common Stock on the grant date.

During the three six months ended March 28, 2024 June 27, 2024, 388,386 performance-based restricted stock units ("PBRsUs") were granted with an aggregate grant date fair value of \$14.9 under the Company's LTIP. These awards are earned based on Holdings' total shareholder return relative to its peer group over a three-year performance period. Values for these awards are initially measured on the grant date using the estimated payout levels derived from a Monte Carlo valuation model.

During the three six months ended March 28, 2024 June 27, 2024, 384,734 30,590 shares of restricted Holdings Common Stock and 29,592 non-employee director restricted stock units ("DRSUs") were granted to the Board of Directors of the Company (the "Board") with an aggregate grant date fair value of \$2.0. Additionally, 674 shares of restricted Holdings Common Stock were granted, as pro rata equity awards under the 2023-2024 non-employee director compensation program, to a recently appointed member of the Board. Both types of awards vest if the non-employee director remains continuously in service for the entire one-year term to which the grant relates. If the non-employee director incurs a termination for any reason before the end of the term (before the annual meeting of stockholders following the grant), the awards are forfeited. Upon vesting, shares relating to restricted Holdings Common Stock awards are delivered to the director free of restriction; however, vested shares of Holdings Common Stock underlying DRSUs are not delivered to the director until the date that the director leaves the Board. Values for these awards are based on the value of Holdings Common Stock on the grant date.

During the six months ended June 27, 2024, 446,215 shares of Holdings Common Stock with an aggregate grant date value of \$16.0 \$18.7 vested under the Company's LTIP. Additionally, 42,739 shares of Holdings Common Stock previously granted to the Board vested with an aggregate grant date fair value of \$1.0, and 39,005 DRSUs previously awarded to the Board vested with an aggregate grant date fair value of \$1.0.

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 per-

27

#### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

share purchase price for the Company's Holdings Common stock 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 \$0.7 \$0.5 and \$1.2 of stock compensation expense related to the ESPP for the three and six months ended March 28, 2024 June 27, 2024, respectively. The Company recognized no \$0.6 stock compensation expense related to the ESPP for the three and six months ended March 30, 2023 June 29, 2023.

See also Note 26 *Subsequent Events*.

### 17. Income Taxes

The process for calculating the Company's income tax expense involves estimating actual current taxes due plus assessing temporary differences arising from differing treatment for tax and accounting purposes that are recorded as deferred tax assets and liabilities. Deferred tax assets are periodically evaluated to determine their recoverability and whether 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

27

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**Spirit AeroSystems Holdings, Inc.**

**Notes to the Condensed Consolidated Financial Statements (unaudited)**  
**(U.S. Dollars in millions other than per share amounts)**

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 our prior earnings history, including the forward losses previously recognized in the U.S., the Company has recorded a valuation allowance against U.S. deferred tax assets. Increases in the valuation allowances recorded against U.S. deferred tax assets in the **three** six months ended **March 28, 2024** **June 27, 2024** were **\$87.1**, **\$171.0**. This is comprised of \$0.0 related to other comprehensive income ("OCI") and **\$87.1** **\$171.0** from continuing operations. As of **March 28, 2024** **June 27, 2024**, the total net U.S. deferred tax asset before the valuation allowance was **\$593.7** **\$675.6** and the total net U.S. valuation allowance was **\$595.2** **\$679.0**. The net U.S. deferred tax liability after valuation allowances was **\$1.5** **\$3.4**.

The Company has determined a valuation allowance on certain U.K. deferred tax assets is needed based upon cumulative losses generated in the U.K. Increases in the valuation allowances recorded against U.K. deferred tax assets in the **three-month** **six-month** period ended **March 28, 2024** **June 27, 2024** were **\$72.3**, **\$85.7**. This is comprised of (**\$0.5**) **0.2** related to other comprehensive income ("OCI") and **\$72.8** **\$85.9** from continuing operations, including utilization of net operating losses. As of **March 28, 2024** **June 27, 2024**, the total net U.K. deferred tax asset before the valuation allowance was **\$418.2** **\$431.3** and the total net U.K. valuation allowance was **\$431.5** **\$444.9**. The net U.K. deferred tax liability after valuation allowance was **\$13.3** **\$13.6**.

The Company files income tax returns in all jurisdictions in which it operates. The Company establishes reserves to provide for additional income taxes that may be due upon audit. These reserves are established based on management's assessment as to the potential exposure attributable to permanent tax adjustments and associated interest. All tax reserves are analyzed quarterly and adjustments made as events occur that warrant modification.

In general, the Company records income tax expense each quarter based on its estimate as to the full year's effective tax rate. Certain items, however, are given discrete period treatment and the tax effects for such items are therefore reported in the quarter that an event arises. Events or items that may give rise to discrete recognition include excess tax benefits with respect to share-based compensation, finalizing amounts in income tax returns filed, finalizing audit examinations for open tax years, expiration of statutes of limitations, and changes in tax law.

The **(1.82%)** **(1.28%)** effective tax rate for the **three** six months ended **March 28, 2024** **June 27, 2024** differs from the **1.50%** **0.27%** effective tax rate for the same period of 2023 primarily due to changes in the valuation allowances recorded on U.S. and U.K. deferred tax assets. As the Company is currently reporting a pre-tax loss for the **three** six months ended **March 28, 2024** **June 27, 2024**, an increase in the effective tax rate results in an increase of income tax benefits while a decrease in the rate results in a reduction of income tax benefits.

28

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**Spirit AeroSystems Holdings, Inc.**

**Notes to the Condensed Consolidated Financial Statements (unaudited)**  
**(U.S. Dollars in millions other than per share amounts)**

As allowed by the Coronavirus Aid, Relief, and Economic Security Act, 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 **March 28** **June 27, 2024** is \$3.1.

The Company's federal audit is conducted under the Internal Revenue Service Compliance Assurance Process ("CAP") program. The Company will continue to participate in the CAP program for 2021 through 2024. 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 at least 30% of employees with diploma/degree in science/technical discipline. The tax benefit impact of this holiday has been \$3.4, \$3.0, and \$3.4 for 2023, 2022, and 2021, respectively. The tax benefit for the **three** six months ended **March 28, 2024** **June 27, 2024** was **\$0.6** **\$1.2**.

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 have and are enacting legislation. Pillar Two will apply to the Company's worldwide operations. As 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 the Company's global tax costs.

28

Spirit AeroSystems Holdings, Inc.

Notes to the Condensed Consolidated Financial Statements (unaudited)  
(U.S. Dollars in millions other than per share amounts)

18. Equity

Earnings per Share Calculation

Basic net income per share is computed using the weighted-average number of outstanding shares of Holdings Common Stock during the measurement period. Diluted net income per share is computed using the weighted-average number of outstanding shares of Holdings Common Stock and, when dilutive, potential outstanding shares of Holdings Common Stock during the measurement period. Diluted earnings per share includes any dilutive impact of service-based restricted stock units, director restricted stock units, restricted stock awards, and performance-based restricted stock units.

The Company accounts for treasury stock under the cost method and includes treasury stock as a component of stockholders' equity. As of March 28, 2024 June 27, 2024, no treasury shares have been reissued or retired.

The total authorization amount remaining under the current share repurchase program is approximately \$925.0. During the three-month six-month period ended March 28, 2024 June 27, 2024, the Company did not repurchase any shares of its Holdings Common Stock under this share repurchase program. Share repurchases are currently on hold. The Credit Agreement imposes restrictions on the Company's ability to repurchase shares.

The following table sets forth the computation of basic and diluted earnings per share:

		For the Three Months Ended												
		March 28, 2024				March 30, 2023								
		June 27, 2024				June 29, 2023								
		Income	Income	Shares	Per Share Amount	Income	Shares	Per Share Amount	Income	Shares	Per Share Amount	Income	Shares	Per Share Amount
Basic EPS														
Loss available to common stockholders														
Loss available to common stockholders														
Loss available to common stockholders														
Income allocated to participating securities														
Net loss														
Net loss														
Net loss														
Diluted potential common shares														
Diluted potential common shares														
Diluted potential common shares														
Diluted EPS														
Diluted EPS														
Diluted EPS														
Net loss														
Net loss														
Net loss														

Spirit AeroSystems Holdings, Inc.

Notes to the Condensed Consolidated Financial Statements (unaudited)  
(U.S. Dollars in millions other than per share amounts)

		For the Six Months Ended	
		June 27, 2024	June 29, 2023

	Income	Shares	Per Share Amount	Income	Shares	Per Share Amount
<b>Basic EPS</b>						
Loss available to common stockholders	\$ (1,032.0)	116.4	\$ (8.87)	\$ (487.5)	105.1	\$ (4.64)
Income allocated to participating securities	—	—		—	—	
Net loss	<u>\$ (1,032.0)</u>			<u>\$ (487.5)</u>		
Diluted potential common shares		—			—	
<b>Diluted EPS</b>						
Net loss	\$ (1,032.0)	116.4	\$ (8.87)	\$ (487.5)	105.1	\$ (4.64)

Included in the outstanding Holdings Common Stock were 0.0 million and 0.1 million of issued but unvested shares at March 28, 2024, June 27, 2024 and March 30, 2023, June 29, 2023, respectively, which are excluded from the basic Earnings Per Share ("EPS") calculation.

Shares of Holdings Common Stock of 9.6 million, 8.8 million and 8.9 million, respectively, were excluded from diluted EPS as a result of incurring a net loss for the three and three six months ended March 28, June 27, 2024, as the effect would have been antidilutive. Additionally, diluted EPS for the three and three six months ended March 28, June 27, 2024 excludes 0.2 million, 0.2 and 0.3 million shares, respectively, that may be dilutive shares of Holdings Common Stock 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.

Shares of Holdings Common Stock of 0.9 million, 0.4 million and 0.6 million, respectively, were excluded from diluted EPS as a result of incurring a net loss for the three and three six months ended March 30, 2023, June 29, 2023, as the effect would have been antidilutive. Additionally, diluted EPS for the three and three six months ended March 30, 2023, June 29, 2023 excludes 0.2 million shares that may be dilutive shares of Holdings Common Stock 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.

#### **Accumulated Other Comprehensive Loss**

Accumulated Other Comprehensive Loss is summarized by component as follows:

29

#### **Spirit AeroSystems Holdings, Inc.**

#### **Notes to the Condensed Consolidated Financial Statements (unaudited)** **(U.S. Dollars in millions other than per share amounts)**

	March 28, 2024	December 31, 2023	As of June 27, 2024	December 31, 2023
Pension				
SERP/Retiree medical				
SERP/Retiree medical				
SERP/Retiree medical				
Derivatives - foreign currency hedge				
Foreign currency impact on long-term intercompany loan				
Currency translation adjustment				
Total accumulated other comprehensive loss				

Amortization or settlement cost recognition of the pension plans' net gain/(loss) reclassified from accumulated other comprehensive loss and realized into cost of sales and selling, general and administrative on the Condensed Consolidated Statements of Operations was \$0.1 and (\$64.0) \$0.6 for the three months ended March 28, 2024, June 27, 2024 and March 30, 2023, June 29, 2023, respectively, and \$0.2 and (\$63.4) for the six months ended June 27, 2024 and June 29, 2023, respectively.

30

#### **Spirit AeroSystems Holdings, Inc.**

#### **Notes to the Condensed Consolidated Financial Statements (unaudited)** **(U.S. Dollars in millions other than per share amounts)**

## 19. Commitments, Contingencies and Guarantees

### Litigation

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. An Amended Complaint was filed on December 19, 2023, and a Second Amended Complaint was filed, with leave of the Court, on March 12, 2024. 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 alleged quality and safety issues (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. The plaintiffs seek monetary damages. 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 10th Circuit Court of Appeals ("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 appealed the District Court's latest decision, and this matter was argued before the Appellate Court on March 19, 2024. 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 Condensed Consolidated Balance Sheets as of December 31, 2023 and **March 28, 2024 June 27, 2024**.

From time to time, in the ordinary course of business, the Company receives certain requests for information from government agencies (including the Department of Justice, the SEC and the FAA, among others) in connection with their regulatory or investigational authority. The Company has 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 the B737 MAX line production. These include requests to assist the government in investigations or audits, including by the FAA, as a party representative to a National Transportation Safety Board investigation, grand jury subpoenas from the Department of Justice, and subpoenas or examination requests from the SEC and the Attorney General of the State of Texas. The Company **has also received a subpoena for records and other documents relating to the production, acquisition and use of titanium and other materials or parts, where certain records and certifications provided to the Company by third parties were or have been alleged to be counterfeit. 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

30

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#### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

regarding environmental remediation actions. The Company is currently unable to reasonably estimate any impact this incident, including any impacts from these requests and investigations.

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.

31

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#### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

### 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.

## Contingencies

During the first quarter, two quarters of 2024, 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 recorded forward losses. The key changes are based upon two primary factors, the change in strategic pricing conversations with our customer, Airbus, and incremental firm orders Airbus secured on the A350 and A220 programs. As a result, Company recorded incremental forward losses in the first quarter two quarters of 2024 of \$168.3 on the A350 and A220 programs for production of expected firm orders through January 2030. Additional losses beyond what has been reserved could occur if there are unexpected changes to current assumptions in macroeconomic factors relevant to 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 March 28, 2024, 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.

## Guarantees

Contingent liabilities in the form of letters of guarantee have been provided by the Company. Outstanding guarantees were \$22.7 \$25.2 and \$23.1 at March 28, 2024 June 27, 2024 and December 31, 2023, respectively.

## Restricted Cash - Collateral Requirements

The Company was required to maintain \$27.7 \$28.1 and \$22.3 of restricted cash as of March 28, 2024 June 27, 2024 and December 31, 2023, respectively, related to certain collateral requirements for obligations under its workers' compensation programs. Restricted cash is included in Other assets in the Company's Condensed Consolidated Balance Sheets.

## 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

31

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### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

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

32

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### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

the provision's adequacy requires significant management judgment. The amount of the specific provisions recorded against disputed warranty claims was \$2.3 as of **March 28, 2024** **June 27, 2024** and December 31, 2023. 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 **March 28, 2024** **June 27, 2024** and December 31, 2023.

The following is a roll forward of the service warranty and extraordinary rework balance at **March 28, 2024** **June 27, 2024**:

Balance, December 31, 2023	\$	82.7
Charges (release) to costs and expenses		<b>1.0</b> <b>5.7</b>
Payouts		<b>(1.2)</b> <b>(1.9)</b>
Exchange rate		<b>(0.1)</b> <b>—</b>
Balance, <b>March 28, 2024</b> <b>June 27, 2024</b>	\$	<b>82.4</b> <b>86.5</b>

## 20. Other Income (Expense), Net

Other income (expense), net is summarized as follows:

	For the Three Months Ended	
	March 28, 2024	March 30, 2023
Kansas Development Finance Authority bond	\$ 0.9	\$ 0.7
Interest income	4.3	2.9
Foreign currency (losses) gains <sup>(1)</sup>	3.1	(8.5)
(Loss) gain on foreign currency forward contract	1.2	(3.4)
Loss on sale of accounts receivable	(10.6)	(11.2)
Pension (expense) income <sup>(2)</sup>	3.6	(62.7)
Excise tax on pension assets reversion <sup>(3)</sup>	—	(35.9)
Other	(0.2)	0.7
<b>Total</b>	<b>\$ 2.3</b>	<b>\$ (117.4)</b>

32

## Spirit AeroSystems Holdings, Inc.

### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

	For the Three Months Ended		For the Six Months Ended	
	June 27, 2024	June 29, 2023	June 27, 2024	June 29, 2023
Kansas Development Finance Authority bond	\$ 0.9	\$ 0.7	\$ 1.8	\$ 1.4
Interest income	2.3	2.7	6.6	5.6
Foreign currency (losses) gains <sup>(1)</sup>	0.8	(4.8)	3.9	(13.3)
(Loss) gain on foreign currency forward contract	(1.3)	1.3	(0.1)	(2.1)
Loss on sale of accounts receivable	(10.9)	(12.1)	(21.5)	(23.3)
Pension (expense) income <sup>(2)</sup>	3.6	2.0	7.2	(60.7)
Excise tax on pension assets reversion <sup>(3)</sup>	—	—	—	(35.9)
Other <sup>(4)</sup>	5.0	0.3	4.8	1.0
<b>Total</b>	<b>\$ 0.4</b>	<b>\$ (9.9)</b>	<b>\$ 2.7</b>	<b>\$ (127.3)</b>

(1) Foreign currency gains and losses are due to the impact of movement in foreign currency exchange rates on long-term contractual rights/obligations, as well as cash and both trade and intercompany receivables/payables that are denominated in a currency other than the entity's functional currency.



- (2) See Note 15 *Pension and Other Post-Retirement Benefits*. Pension expense for the **three six** months ended **March 30, 2023** **June 29, 2023** includes a \$64.6 non-cash, pre-tax non-operating settlement charge related to the PVP A termination.
- (3) Excise tax related to the reversion of excess plan assets for the **three six** months ended **March 30, 2023** **June 29, 2023**. See Note 15 *Pension and Other Post-Retirement Benefits*.
- (4) During the first quarter of 2017, the Company entered into a financing transaction with Chase Community Equity, LLC ("Chase") related to the purchase and installation of certain equipment at the Company's facility in Wichita, Kansas. Chase made a capital contribution and the Company made a loan to Chase NMTC Spirit Investment Fund, LLC ("Investment Fund") under a qualified New Markets Tax Credit program. The **three and six** months ended **June 27, 2024** include a \$5.7 gain related to the Company's repurchase of Chase's interest in the Investment Fund. Chase's interest in the Investment Fund was included in *Other current liabilities* on the Company's Condensed Consolidated Balance Sheet as of December 31, 2023.

## 21. Other Liabilities

Included on the Company's Condensed Consolidated Balance Sheet for the **three six** months ended **March 28, 2024** **June 27, 2024** is a liability related to the customer financing of \$180.0 from Boeing received in the twelve months ended December 31, 2023. Per the

33

### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

terms of the amended agreement, \$90.0 is payable in December 2025 and the remaining \$90.0 is payable in equal \$45.0 installments in December 2026 and 2027.

On April 18, 2024, the Company entered into a Memorandum of Agreement ("MOA") with Boeing to provide \$425.0 of cash advances, which was received in the second quarter of 2024. The MOA required payment installments of \$36.6 on June 12, 2024, \$89.5 on July 17, 2024, \$150.6 on August 14, 2024, \$134.3 on September 18, 2024, and \$14.0 on October 16, 2024. On June 20, 2024, the MOA was amended such that Boeing agreed to provide an additional \$40.0 of cash advances, also received in the second quarter of 2024, with the payment dates and amounts of the MOA amended to be payable in installments of a total of \$129.5 in July 2024, \$150.6 on August 14, 2024, \$134.3 on September 18, 2024, and \$50.6 on October 16, 2024. As of the date of this filing, the Company has repaid \$40.0 of the amounts due in July and deferred \$89.5 of the required MOA repayments to a future date.

Given **those** **these** terms, \$465.0 of the **entire** advances are included in the *Other current liabilities* line item and \$180.0 of the **advance is** **advances are** included in the *Other non-current liabilities* line item on the Company's Condensed Consolidated Balance Sheets as of **March 28, 2024** **June 27, 2024**.

## 22. Segment Information

The Company operates in three principal segments: Commercial, Defense & Space and Aftermarket. Approximately **83%** **80%** and **82%** of the Company's net revenues for the **three and six** months ended **March 28, 2024** **June 27, 2024** came from the Company's two largest customers, Boeing and Airbus. Boeing represents a substantial portion of the Company's revenues across segments. Airbus represents 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 and research and development.

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. 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 **71%** **68%** and **70%** **69%** of Commercial segment net revenues came from the Company's contracts with Boeing for the **three six** months ended **March 28, 2024** **June 27, 2024**, and **March 30, 2023** **June 29, 2023**, respectively. Approximately **23%** **26%** and **23%** **24%** of Commercial segment net revenues came from the Company's contracts with Airbus for the **three six** months ended **March 28, 2024** **June 27, 2024**, and **March 30, 2023** **June 29, 2023**, 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 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, 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 Company's 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 Defense & Space segment net revenues came from the Company's contracts with two individual customers for the **three six** months ended **March 28, 2024** **June 27, 2024**, and **March 30, 2023** **June 29, 2023**. The Defense & Space segment

33 34



**Spirit AeroSystems Holdings, Inc.**  
**Notes to the Condensed Consolidated Financial Statements (unaudited)**  
**(U.S. Dollars in millions other than per share amounts)**

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, rotatable assets, engineering services, advanced composite repair, and other repair and overhaul services. Approximately 58% 56% and 45% 46% of Aftermarket segment net revenues came from the Company's contracts with a single customer for the three six months ended March 28, 2024 June 27, 2024, and March 30, 2023 June 29, 2023, respectively. The Aftermarket segment manufactures products at the Company's facilities in Wichita, KS; Tulsa, OK; Kinston, North Carolina; 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.

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 aerospace 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 (loss) for the three six months ended March 28, 2024 June 27, 2024 and March 30, 2023 June 29, 2023:

		Three Months Ended		Three Months Ended		Six Months Ended	
		March 28, 2024	March 30, 2023			June 27, 2024	June 29, 2023
Segment Revenues	Segment Revenues			Segment Revenues			
Commercial							
Defense & Space							
Aftermarket							
	\$						
<b>Segment Operating Income (Loss)</b>							
Commercial <sup>(1)</sup>							
Commercial <sup>(1)</sup>							
Commercial <sup>(1)</sup>							
Defense & Space <sup>(2)</sup>							
Aftermarket <sup>(3)</sup>							
	\$						
<b>SG&amp;A</b>							
Research and development							
Research and development							
Research and development							
<b>Total operating loss</b>							

- (1) The three and six months ended March 28, 2024 include June 27, 2024 includes excess capacity production costs of \$24.9 \$44.3 and \$69.2, respectively, related to the temporary B737 MAX and A220 production schedule changes, changes, and \$0.8 and \$0.8, respectively, of restructuring costs. The three and six months ended March 30, 2023 include \$40.9 June 29, 2023 includes \$51.8 and \$92.7, respectively, of excess capacity costs related to the temporary B737 MAX, A320 and A220 production schedule changes, costs of \$7.1 and \$5.4 \$7.1, respectively, related to temporary production pause, and \$0.9 and \$6.3, respectively, of restructuring costs.
- (2) The three and six months ended March 28, 2024 include June 27, 2024 includes excess capacity production costs of \$1.2 \$2.0 and \$3.2, respectively, related to the temporary B737 production schedule changes. The three and six months ended March 30, 2023 include June 29, 2023 includes excess capacity costs of \$2.4 \$1.4 and \$3.8, respectively, related to temporary B737 production schedule changes, costs of \$0.2 and \$0.2, respectively, related to temporary production pause, and \$0.0 and \$0.9, respectively, of restructuring costs.

34 35

**Spirit AeroSystems Holdings, Inc.**  
**Notes to the Condensed Consolidated Financial Statements (unaudited)**

(3) The three and six months ended June 29, 2023 includes (\$2.4) of benefit related to the settlement of a contingent consideration obligation related to a prior year acquisition.

## 23. Restructuring Costs

The Company's results of operations for the three and six months ended June 27, 2024 includes restructuring costs related to a reduction in hourly production workforce due to high inventory levels.

Restructuring costs are presented separately as a component of operating loss on the Condensed Consolidated Statements of Operations. The total restructuring costs for the three and six months ended March 28, 2024 June 27, 2024 were \$0.0 \$0.8, which was included in segment operating margins for the Commercial Segment.

The Company's results of operations for the three and six months ended March 30, 2023 June 29, 2023 includes 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 total restructuring costs for the three and six months ended March 30, 2023 June 29, 2023 were \$6.3, \$0.9 and \$7.2, respectively, of which, \$5.4 \$6.3 was included in segment operating margins for the Commercial segment and \$0.9 was included in segment operating margins for the Defense & Space segment.

## 24. 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 payment of a discount. The capacity of the program is limited to \$110.0 \$130.5 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 Condensed Consolidated Balance Sheets. As of March 28, 2024 June 27, 2024, the balance of confirmed obligations outstanding was \$137.8, \$115.7, a decrease of \$17.8 over \$39.9 as compared to the balance as of December 31, 2023 of \$155.6. In the comparable prior year period, confirmed obligations outstanding were \$110.6 \$110.4 as of March 30, 2023 June 29, 2023, an increase of \$8.6 \$8.4 over the balance as of December 31, 2022. While changes in each period typically reflect trends in purchasing levels from suppliers related to production levels during the applicable period, the decrease in the current period is primarily due to the reduction ongoing realignment in participating suppliers in alignment with reduced and facility capacity.

## 25. Acquisitions

### *T.E.A.M., Inc.*

On November 23, 2022, Spirit AeroSystems Textiles, LLC, a fully owned subsidiary of Spirit AeroSystems, Inc. ("Spirit Textiles") 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

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### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

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 was subject to a contractual post-closing working capital true-up, which the Company concluded in the three months ended March 30, 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 Condensed 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 for the second quarters of 2023 and 2024 was immaterial and reported within the Defense & Space segment.

There were no acquisition-related expenses for the six months ended June 27, 2024 and June 29, 2023, respectively.

## 26. Subsequent Events

### Agreement and Plan of Merger with The Boeing Company

On June 30, 2024, Holdings entered into an Agreement and Plan of Merger (the "Merger Agreement") with Boeing and Sphere Acquisition Corp., a wholly owned subsidiary of Boeing ("Merger Sub"). The Merger Agreement provides that, subject to the terms and conditions set forth in the Merger Agreement, Merger Sub will merge with and into Holdings (the "Merger"), with Holdings surviving the Merger and becoming a wholly owned subsidiary of Boeing.

On the terms and subject to the conditions set forth in the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each share of Holdings Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Holdings Common Stock owned by Boeing, Merger Sub, any other wholly owned subsidiary of Boeing, Holdings, or any wholly owned subsidiary of Holdings, in each case, not held on behalf of third parties) will be automatically cancelled and cease to exist and will be converted into the right to receive a number of shares of Holdings Common Stock, of the par value of \$5 each, of Boeing ("Boeing Common Stock") equal to (a) if the volume-weighted average price per share of Boeing Common Stock on the New York Stock Exchange for the 15 consecutive trading days ending on and including the second full trading day prior to the Effective Time (the "Boeing Stock Price"), is greater than \$149.00 but less than \$206.94, the quotient obtained by dividing \$37.25 by the Boeing Stock Price, rounded to four decimal places or (b) if the Boeing Stock Price is greater than or equal to \$206.94, 0.1800 or (c) if the Boeing Stock Price is equal to or less than \$149.00, 0.2500 (such number of shares of Boeing Common Stock, the "Per Share Merger Consideration").

Under the terms of the Merger Agreement, the closing of the Merger is subject to various conditions, including: (a) the adoption of the Merger Agreement by the holders of a majority of the outstanding shares of Holdings Common Stock entitled to vote thereon (the "Holdings Stockholder Approval"); (b) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the receipt of other specified regulatory approvals (collectively, including the expiration or termination of any such waiting periods, the "Regulatory Approvals"); (c) the absence of any law or order issued by a governmental entity prohibiting the consummation of the Merger; (d) the approval for listing on the New York Stock Exchange of, and the effectiveness of a registration statement on Form S-4 relating to, the shares of Boeing Common Stock to be issued in the Merger; (e) solely with respect to the obligations of Boeing and Merger Sub to effect the closing of the Merger, (1) the accuracy (subject to materiality qualifiers in certain cases) of the representations and warranties of the Company contained in the Merger Agreement, (2) Holdings having performed in all material respects the obligations required to be performed by it under the Merger Agreement at or prior to the closing of the Merger, (3) the Regulatory Approvals having been obtained without the imposition of a Burdensome Condition (as defined in the Merger Agreement), (4) the absence of a Material Adverse Effect (as defined in the Merger Agreement) or any event that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect since the date of the Merger Agreement and (5) Holdings having completed the divestiture of certain portions of the Company's business related to the performance by the Company of its obligations under supply contracts with Airbus (the "Spirit Airbus Business"); and (f) solely with respect to the obligation of Holdings to effect the closing of the Merger, (1) the accuracy (subject to materiality qualifiers in certain cases) of the representations and warranties of Boeing and Merger Sub contained in the Merger Agreement, (2) each of Boeing and Merger Sub having performed in all material respects the obligations required to be performed by it under the Merger Agreement at or prior to the closing of the Merger and (3) the absence of a Parent Material Adverse Effect (as defined in the Merger Agreement) or any event that would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect since the date of the Merger Agreement.

35 37

### Spirit AeroSystems Holdings, Inc.

#### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

**intangible assets** The Merger Agreement includes customary representations, warranties and **\$7.7 allocated** covenants of Holdings, Boeing and Merger Sub, including covenants restricting Holdings from soliciting alternative acquisition proposals, governing the conduct of the Company's business during the period between the date of the Merger Agreement and completion of the Merger and relating to **goodwill, which is expected** the parties' efforts to be deductible for tax purposes. Operating income for consummate the first quarters of 2023 and 2024 was immaterial and reported within Merger as promptly as reasonably practicable. The Merger Agreement includes provisions to facilitate the **Defense & Space segment**.

There were no acquisition-related expenses for the three months ended March 28, 2024 and March 30, 2023, respectively.

## 26. Subsequent Events

As described in the Form 8-K filed disposition by the Company on April 23, 2024, on April 18, 2024, to Airbus SE ("Airbus") of the Spirit Airbus Business, as contemplated by a term sheet between Spirit and Airbus (the "Airbus Term Sheet") described below under the sub-heading *Airbus Term Sheet*. The Merger Agreement also includes provisions, which are consistent with provisions in the Airbus Term Sheet, to facilitate the potential sale, subject to certain Boeing consent rights, by the Company entered into to other third parties of specified assets and businesses, some of which include or comprise parts of the MOA with Boeing to provide \$425.0 Spirit Airbus Business. Such specified assets and businesses include, among others, the Company's operations in Belfast, Northern Ireland (other than the operations that are part of cash advances, based upon the Company maintaining a production rate that supports Boeing's production demand in accordance with certain long-term supply agreements, which Spirit expects to receive in the second quarter of 2024).

The MOA requires repayment installments of \$36.6 on June 12, 2024, \$89.5 on July 17, 2024, \$150.6 on August 14, 2024, \$134.3 on September 18, 2024, Airbus Business) and \$14.0 on October 16, 2024. The Company's repayment obligation will be accelerated, and any outstanding amount advanced under the agreement will immediately become due and payable, in the event that (i) the Company fails to make any repayment in full on the applicable Repayment Date, (ii) the Company fails to submit a satisfactory written confirmation that the Company is able to and intends to make the required repayment thirty days prior to each Repayment Date, as required under the agreement, (iii) the Company repudiates any performance obligation under this MOA or Subang, Malaysia, certain of the Company's existing agreements with Boeing, (iv) there occurs, operations in Prestwick, Scotland and the Company's Fiber Materials, Inc. business.

The Merger Agreement includes termination provisions under which either as to Spirit, Spirit Holdings or any of their respective subsidiaries, any Boeing may terminate the Merger Agreement in various circumstances, including if the Merger has not been consummated by March 31, 2025, subject to three automatic three-month extensions if on each such date all of the events of default (generally closing conditions except those relating to insolvency, reorganization, liquidation regulatory approvals or similar proceedings, the disposition of the Spirit Airbus Business have been satisfied or to business suspension, dissolution or winding-up) described waived (such date, as so extended (if applicable), the "Outside Date"). Upon termination of the Merger Agreement in specified provisions circumstances, Holdings would be required to pay to Boeing a termination fee of \$150.0. Upon termination of the Company's existing agreements with Merger Agreement in other specified circumstances, Boeing then all amounts would be required to pay to Holdings a termination fee of \$300.0 reduced (but not to less than zero) by the aggregate then-outstanding amount of cash advances from to be repaid by the MOA that remain outstanding Company to Boeing, whether or not then due and payable, pursuant to the repayment provisions applicable agreements governing cash advances by Boeing to the Company.

Subject to satisfaction of the MOA closing conditions in the Merger Agreement, the closing of the Merger is expected to occur in mid-2025.

Other than transaction expenses associated with the Merger of \$11.3 and \$18.1 for the three and six months ended June 27, 2024, respectively, the Merger Agreement did not affect the Company's consolidated financial statements for the three and six months ended June 27, 2024.

#### **Airbus Term Sheet**

Spirit and Airbus entered into the Airbus Term Sheet on June 30, 2024. The Airbus Term Sheet is a binding term sheet under which the parties have agreed to negotiate in good faith definitive agreements (the "Definitive Agreements"), including a purchase agreement, providing for the acquisition by Airbus or its affiliates of the Spirit Airbus Business on the terms set forth in the Airbus Term Sheet with the goal of permitting Boeing and Holdings to consummate the Merger prior to the Outside Date. The Airbus Term Sheet provides that the execution of the Definitive Agreements will be subject to and conditioned upon the completion to the satisfaction of Airbus of its due diligence. The Airbus Term Sheet contemplates that specified portions of the Spirit Airbus Business, such as the portion of the Spirit Airbus Business in Prestwick, Scotland (the "Airbus Prestwick Business"), may, instead of being acquired by Airbus or its affiliates, be acquired by one or more third parties.

Under the transaction terms set forth in the Airbus Term Sheet, Airbus would acquire from the Operating Company and its subsidiaries the Spirit Airbus Business, excluding any portions thereof to be acquired by third parties, and cash in the amount of \$559.0 (subject to downward adjustment if the acquisition by Airbus includes the Airbus Prestwick Business) for nominal consideration of one dollar, subject to working capital and other purchase price adjustments and additional adjustments, to be agreed between the parties prior to execution and delivery of the Definitive Agreements, to reflect the fair market value of specified assets of the Spirit Airbus Business to the extent they are to be acquired by Airbus rather than third parties.

The transaction terms set forth in the Airbus Term Sheet include provisions for, among other things, the payment in full by Spirit to Airbus of any loans, advance payments, similar arrangements and undisputed liquidated damages owing from Spirit to Airbus (the "Outstanding Amounts") as of such time will become immediately due and payable.

Subsequent to the end closing of the first quarter, Spirit received indications that Boeing expects transactions contemplated by the Airbus Term Sheet (the "Airbus Transactions," and such closing, the "Airbus Closing"), with any disputed liquidated damages to be resolved and paid in accordance with a slower increase in production and deliveries mutually agreed dispute resolution process; transitional arrangements with respect to specified real estate; obtaining third-party consents; segregation of B787 planes. While the Company has not received a formal schedule change from its customer, based on expected changes to production and delivery schedules, the Company has completed a preliminary assessment relevant to the expected impact of this schedule change. As a result of this preliminary assessment, the Company expects to incur an incremental forward loss of approximately \$50 to \$60 in the second quarter of 2024 due to the impact of reduced production volumes and the ability Spirit's business conducted primarily for the Company to reduce variable costs in a timely manner and benefit of Airbus from the corresponding amount of fixed overhead absorption applied to lower deliveries. This preliminary assessment is subject to change if Boeing further revises its production and delivery plans. remainder

36 38

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#### **Spirit AeroSystems Holdings, Inc.**

##### **Notes to the Condensed Consolidated Financial Statements (unaudited)** **(U.S. Dollars in millions other than per share amounts)**

of Spirit's business and treatment of vendor and supply contracts, employees, intellectual property, pensions and unfunded employee liabilities in connection with the separation of those portions of Spirit's business; mutual indemnification and releases; inclusion in the Definitive Agreements of customary representations, warranties and covenants; and transitional and other arrangements to be entered into by the parties at the Airbus Closing.

Under the transaction terms set forth in the Airbus Term Sheet, the Airbus Closing would be conditioned upon the receipt of applicable governmental and regulatory consents, approvals and clearances; the absence of any order, legal prohibition or injunction preventing the consummation of the Airbus Transactions; compliance by the parties with their pre-closing covenants in all material respects; payment in full of the Outstanding Amounts; the closing under the Merger Agreement occurring substantially concurrently with the Airbus Transactions; there being no material adverse change after the date of the Definitive Agreements and before the Airbus Closing in the business operations to be acquired by Airbus at the Airbus Closing; and Spirit's implementation in all material respects of technical measures and policies to protect confidential data of Airbus.

The Airbus Term Sheet provides that no binding agreement has been made with respect to the French aspects of the Airbus Transactions ("Airbus French Transactions"). Prior to the Company and Airbus and its affiliates entering into definitive agreements that are applicable to the Airbus French Transactions, Spirit and Airbus have agreed to comply with their respective information and consultation obligations with applicable employees and employee representatives. The Airbus Term Sheet also provides that the parties will complete necessary labor consultations and obtain necessary approvals from applicable unions and works councils in various jurisdictions, as may be legally required.

## Bridge Credit Agreement

On June 30, 2024, Spirit entered into a Delayed-Draw Bridge Credit Agreement (the "Bridge Credit Agreement") with Morgan Stanley Senior Funding, Inc. ("MSSF") as lender, as administrative agent and as collateral agent. The Bridge Credit Agreement provides for a senior secured delayed-draw bridge term loan facility in an aggregate principal amount of \$350.0.

Subject to certain customary conditions, Spirit may borrow funds available under the Bridge Credit Agreement, in up to three separate advances, until the earlier of the termination of the Merger Agreement and the Bridge Maturity Date (as defined below). Proceeds of loans, if any, under the Bridge Credit Agreement will be used for general corporate purposes of Spirit and its subsidiaries, other than the repayment or redemption of other indebtedness. Commitments under the Bridge Credit Agreement will be reduced to zero on the earliest of the date that Spirit provides notice that the Merger Agreement is terminated or it publicly announces the same, and the maturity date. The Bridge Credit Agreement will mature, and all obligations thereunder will become due and payable, on the earlier of the date the Merger is consummated and March 31, 2025 (the "Initial Outside Date"), subject to automatic extension for one additional three-month period if the Initial Outside Date is extended in accordance with the terms of the Merger Agreement (such earlier date, the "Bridge Maturity Date").

The principal amount of loans, if any, under the Bridge Credit Agreement will bear interest at a rate per annum equal to the TLB Yield (as defined in the Bridge Credit Agreement) plus a margin of 0.50%. Spirit will pay to MSSF a duration fee equal to 0.125% of the aggregate amount of the loans and commitments under the Bridge Credit Agreement every 60 days after the date of the Bridge Credit Agreement.

The obligations under the Bridge Credit Agreement are guaranteed on a senior secured basis by Holdings, Spirit AeroSystems North Carolina, Inc. ("Spirit North Carolina"), a wholly owned subsidiary of Spirit, and certain future, direct or indirect, wholly owned material domestic subsidiaries of Holdings (collectively, the "Guarantors") and are secured by a first-priority lien with respect to substantially all assets of Spirit and the Guarantors, subject to certain exceptions.

The Bridge Credit Agreement requires commitments thereunder to be reduced, and loans to be prepaid, with, (a) 100% of the net cash proceeds of certain non-ordinary course asset sales by Holdings or any of its subsidiaries (other than certain non-ordinary course divestitures contemplated by the Merger Agreement or the Airbus Term Sheet) and (b) 100% of the net cash proceeds of certain issuances, offerings or placements of indebtedness or equity interests by Holdings or any of its subsidiaries, in each case subject to certain exceptions set forth in the Bridge Credit Agreement.

The Bridge Credit Agreement contains customary affirmative and negative covenants that are typical for facilities and transactions of this type and nature and that, among other things, restrict Holdings and its restricted subsidiaries' ability to incur additional indebtedness, create liens, consolidate or merge, make acquisitions and other investments, guarantee obligations of

39

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## Spirit AeroSystems Holdings, Inc.

### Notes to the Condensed Consolidated Financial Statements (unaudited) (U.S. Dollars in millions other than per share amounts)

third parties, make loans or advances, declare or pay certain dividends or distributions on Holdings' stock, redeem or repurchase shares of Holdings' stock, engage in transactions with affiliates and enter into agreements restricting Holdings' subsidiaries' ability to pay dividends or dispose of assets. These covenants are subject to a number of qualifications and limitations set forth in the Bridge Credit Agreement.

The Bridge Credit Agreement also contains a securities demand provision under which, if Spirit has publicly announced the termination of the Merger Agreement and any loans under the Bridge Credit Agreement remain outstanding on the date that is 10 business days after the date of such public announcement, then, upon MSSF's request, Holdings and Spirit (as applicable) would be required, after a roadshow and marketing period customary for similar offerings, to issue permanent debt and/or equity securities and/or incur and borrow under credit facilities and/or bank financings, in each case, in an aggregate amount of up to \$500.0 to repay all outstanding amounts under the Bridge Credit Agreement and all related fees and expenses.

The Bridge 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 Spirit and its material subsidiaries.

On July 18, 2024, Spirit borrowed \$200.0 under the Bridge Credit Agreement.

## 2026 Notes – Seventh Supplemental Indenture

On June 30, 2024, Spirit entered into a Seventh Supplemental Indenture (the "Seventh Supplemental Indenture"), by and among Spirit, Holdings, Spirit NC and The Bank of New York Mellon Trust Company, N.A., as trustee, in connection with the 2026 Notes. Under the Seventh Supplemental Indenture, the holders of the 2026 Notes were granted security on an equal and ratable basis with the secured parties under the Bridge Credit Agreement.

## Employee Stock Purchase Plan

Further purchases under the ESPP after the current offering period that commenced on May 1, 2024 will be suspended pursuant to the Merger Agreement. If the Merger is completed, the ESPP will be terminated.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Unless the context otherwise indicates or requires, as used in this Quarterly Report on Form 10-Q (this "Quarterly 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 "Holdings" refer only to Spirit AeroSystems Holdings, Inc.

### 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 through 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 our 2023 Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") on February 22, 2024 (the "2023 Form 10-K") and in Item 1A. "Risk Factors" in Part II of this Quarterly Report.

### Agreement and Plan of Merger with The Boeing Company

On June 30, 2024, Holdings entered into an Agreement and Plan of Merger (the "Merger Agreement") with The Boeing Company ("Boeing") and Sphere Acquisition Corp., a wholly owned subsidiary of Boeing ("Merger Sub"). The Merger Agreement provides that, subject to the terms and conditions set forth in the Merger Agreement, Merger Sub will merge with and into Holdings (the "Merger"), with Holdings surviving the Merger and becoming a wholly owned subsidiary of Boeing.

On the terms and subject to the conditions set forth in the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each share of Holdings Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Holdings Common Stock owned by Boeing, Merger Sub, any other wholly owned subsidiary of Boeing, Holdings, or any wholly owned subsidiary of Holdings, in each case, not held on behalf of third parties) will be automatically cancelled and cease to exist and will be converted into the right to receive a number of shares of Holdings Common Stock, of the par value of \$5 each, of Boeing ("Boeing Common Stock") equal to (a) if the volume-weighted average price per share of Boeing Common Stock on the New York Stock Exchange for the 15 consecutive trading days ending on and including the second full trading day prior to the Effective Time (the "Boeing Stock Price"), is greater than \$149.00 but less than \$206.94, the quotient obtained by dividing \$37.25 by the Boeing Stock Price, rounded to four decimal places or (b) if the Boeing Stock Price is greater than or equal to \$206.94, 0.1800 or (c) if the Boeing Stock Price is equal to or less than \$149.00, 0.2500 (such number of shares of Boeing Common Stock, the "Per Share Merger Consideration").

Under the terms of the Merger Agreement, the closing of the Merger is subject to various conditions, including: (a) the adoption of the Merger Agreement by the holders of a majority of the outstanding shares of Holdings Common Stock entitled to vote thereon (the "Holdings Stockholder Approval"); (b) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the receipt of other specified regulatory approvals (collectively, including the expiration or termination of any such waiting periods, the "Regulatory Approvals"); (c) the absence of any law or order issued by a governmental entity prohibiting the consummation of the Merger; (d) the approval for listing on the New York Stock Exchange of, and the effectiveness of a registration statement on Form S-4 relating to, the shares of Boeing Common Stock to be issued in the Merger; (e) solely with respect to the obligations of Boeing and Merger Sub to effect the closing of the Merger, (1) the accuracy (subject to materiality qualifiers in certain cases) of the representations and warranties of the Company contained in the Merger Agreement, (2) Holdings having performed in all material respects the obligations required to be performed by it under the Merger Agreement at or prior to the closing of the Merger, (3) the Regulatory Approvals having been obtained without the imposition of a Burdensome Condition (as defined in the Merger Agreement), (4) the absence of a Material Adverse Effect (as defined in the Merger Agreement) or any event that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect since the date of the Merger Agreement and (5) Holdings having completed the divestiture of certain portions of the Company's business related to the performance by the Company of its obligations under supply contracts with Airbus (the "Spirit Airbus Business"); and (f) solely with respect to the obligation of Holdings to effect the closing of the Merger, (1) the accuracy (subject to materiality qualifiers in certain cases) of the representations and warranties of Boeing and Merger Sub contained in the Merger Agreement, (2) each of Boeing and Merger Sub having performed in all material respects the obligations required to be performed by it under the Merger Agreement at or prior to the closing of the Merger and (3) the absence of a Parent Material Adverse Effect (as defined in the Merger Agreement) or any event that would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect since the date of the Merger Agreement.



The Merger Agreement includes customary representations, warranties and covenants of Holdings, Boeing and Merger Sub, including covenants restricting Holdings from soliciting alternative acquisition proposals, governing the conduct of the Company's business during the period between the date of the Merger Agreement and completion of the Merger and relating to the parties' efforts to consummate the Merger as promptly as reasonably practicable. The Merger Agreement includes provisions to facilitate the disposition by the Company to Airbus SE ("Airbus") of the Spirit Airbus Business, as contemplated by a term sheet between Spirit and Airbus (the "Airbus Term Sheet") described below under the sub-heading *Airbus Term Sheet*. The Merger Agreement also includes provisions, which are consistent with provisions in the Airbus Term Sheet, to facilitate the potential sale, subject to certain Boeing consent rights, by the Company to other third parties of specified assets and businesses, some of which include or comprise parts of the Spirit Airbus Business. Such specified assets and businesses include, among others, the Company's operations in Belfast, Northern Ireland (other than the operations that are part of the Spirit Airbus Business) and Subang, Malaysia, certain of the Company's operations in Prestwick, Scotland and the Company's Fiber Materials, Inc. business.

The Merger Agreement includes termination provisions under which either Holdings or Boeing may terminate the Merger Agreement in various circumstances, including if the Merger has not been consummated by March 31, 2025, subject to three automatic three-month extensions if on each such date all of the closing conditions except those relating to regulatory approvals or the disposition of the Spirit Airbus Business have been satisfied or waived (such date, as so extended (if applicable), the "Outside Date"). Upon termination of the Merger Agreement in specified circumstances, Holdings would be required to pay to Boeing a termination fee of \$150.0 million. Upon termination of the Merger Agreement in other specified circumstances, Boeing would be required to pay to Holdings a termination fee of \$300.0 million reduced (but not to less than zero) by the aggregate then-outstanding amount of cash advances to be repaid by the Company to Boeing, whether or not then due and payable, pursuant to the applicable agreements governing cash advances by Boeing to the Company.

Other than transaction expenses associated with the Merger of \$11.3 million and \$18.1 million for the three and six months ended June 27, 2024, respectively, the Merger Agreement did not affect the Company's consolidated financial statements for the three and six months ended June 27, 2024.

#### ***Airbus Term Sheet***

Spirit and Airbus entered into the Airbus Term Sheet on June 30, 2024. The Airbus Term Sheet is a binding term sheet under which the parties have agreed to negotiate in good faith definitive agreements (the "Definitive Agreements"), including a purchase agreement, providing for the acquisition by Airbus or its affiliates of the Spirit Airbus Business on the terms set forth in the Airbus Term Sheet with the goal of permitting Boeing and Holdings to consummate the Merger prior to the Outside Date. The Airbus Term Sheet provides that the execution of the Definitive Agreements will be subject to and conditioned upon the completion to the satisfaction of Airbus of its due diligence. The Airbus Term Sheet contemplates that specified portions of the Spirit Airbus Business, such as the portion of the Spirit Airbus Business in Prestwick, Scotland (the "Airbus Prestwick Business"), may, instead of being acquired by Airbus or its affiliates, be acquired by one or more third parties.

Under the transaction terms set forth in the Airbus Term Sheet, Airbus would acquire from the Operating Company and its subsidiaries the Spirit Airbus Business, excluding any portions thereof to be acquired by third parties, and cash in the amount of \$559.0 million (subject to downward adjustment if the acquisition by Airbus includes the Airbus Prestwick Business) for nominal consideration of one dollar, subject to working capital and other purchase price adjustments and additional adjustments, to be agreed between the parties prior to execution and delivery of the Definitive Agreements, to reflect the fair market value of specified assets of the Spirit Airbus Business to the extent they are to be acquired by Airbus rather than third parties.

The transaction terms set forth in the Airbus Term Sheet include provisions for, among other things, the payment in full by Spirit to Airbus of any loans, advance payments, similar arrangements and undisputed liquidated damages owing from Spirit to Airbus (the "Outstanding Amounts") as of the closing of the transactions contemplated by the Airbus Term Sheet (the "Airbus Transactions," and such closing, the "Airbus Closing"), with any disputed liquidated damages to be resolved and paid in accordance with a mutually agreed dispute resolution process; transitional arrangements with respect to specified real estate; obtaining third-party consents; segregation of Spirit's business conducted primarily for the benefit of Airbus from the remainder of Spirit's business and treatment of vendor and supply contracts, employees, intellectual property, pensions and unfunded employee liabilities in connection with the separation of those portions of Spirit's business; mutual indemnification and releases; inclusion in the Definitive Agreements of customary representations, warranties and covenants; and transitional and other arrangements to be entered into by the parties at the Airbus Closing.

Under the transaction terms set forth in the Airbus Term Sheet, the Airbus Closing would be conditioned upon the receipt of applicable governmental and regulatory consents, approvals and clearances; the absence of any order, legal prohibition or injunction preventing the consummation of the Airbus Transactions; compliance by the parties with their pre-closing covenants in all material respects; payment in full of the Outstanding Amounts; the closing under the Merger Agreement occurring substantially concurrently with the Airbus Transactions; there being no material adverse change after the date of the Definitive Agreements and before the Airbus Closing in the business operations to be acquired by Airbus at the Airbus Closing; and Spirit's implementation in all material respects of technical measures and policies to protect confidential data of Airbus.

The Airbus Term Sheet provides that no binding agreement has been made with respect to the French aspects of the Airbus Transactions ("Airbus French Transactions"). Prior to the Company and Airbus and its affiliates entering into definitive agreements that are applicable to the Airbus French Transactions, Spirit and Airbus have agreed to comply with their respective information and consultation obligations with applicable employees and employee representatives. The Airbus Term Sheet also provides that the parties will complete necessary labor consultations and obtain necessary approvals from applicable unions and works councils in various jurisdictions, as may be legally required.

#### ***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 B737 MAX grounding and the COVID-19 pandemic. 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 Federal Aviation Administration (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 **three six** months ended **March 28, 2024 June 27, 2024**, 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, 1A**, "Risk Factors" in the 2023 Form 10-K.

The B737 MAX 7 and MAX 10 models are currently going through 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. In early 2024, Boeing communicated that it has pledged to develop new engine inlets for the B737 MAX to rectify overheating issues observed with the current engine inlets when the anti-ice system is activated under specific conditions. Boeing anticipates this activity will be completed in approximately one year. 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.

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 following the January 5, 2024 in-flight incident on a B737 MAX 9 aircraft flown by Alaska Airlines. 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. For additional information, see Note 19 *Commitments, Contingencies and Guarantees*.

Certain changes made to the production and delivery process implemented by Boeing have had an immediate impact to our results of operations and cash flows. On March 2, 2024, Boeing announced they would no longer accept deliveries of product that required out of sequence assembly or incremental quality re-work. A new product verification process has been implemented by Boeing at our factory in Wichita, KS.

#### **B787 Program**

During the year ended December 31, 2021, the combination of 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**. **1605, which based on the latest schedule is anticipated in March, 2028**. 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. See also Note 19, *Commitments, Contingencies and Guarantees*. For the **three six** months ended **March 28, 2024 June 27, 2024**, our updated estimates drove an additional **\$34.1 million \$206.8 million** of forward loss primarily related to **schedule changes**, additional labor and supply chain cost growth. Additional production rate changes, changes in cost assessments, claims, labor work stoppages, supply chain cost changes, or changes to the scope of quality issues and any associated rework, could result in an incremental loss provision. **Based on Boeing's communications to its employees subsequent to quarter-end, we are anticipating a reduction in production rates on the B787 which will have an estimated \$50 million to \$60 million impact that would be recognized in the second quarter. See also Note 26 Subsequent Events.**

#### **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 related to 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 related to labor and production cost growth, higher supply chain costs and schedule revisions. For the **three six** months ended **March 28, 2024 June 27, 2024**, our updated estimates drove **a \$280.8 million \$287.7 million** of incremental estimated forward loss on the A350 program, driven primarily by a change in strategic pricing conversations with our customer, Airbus, incremental orders Airbus secured, and the impact of **factory performance and** supply chain cost growth.

The A220 wing program recorded additional forward losses of \$25 million for the year ended December 31, 2022, primarily related to the bankruptcy of a supplier and associated failure of the supplier 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. For the **three six** months ended **March 28, 2024 June 27, 2024**, our updated estimates drove **a \$167.0 million \$191.7 million** of incremental estimated forward loss on the A220 program, driven by a change in strategic pricing conversations with our customer, Airbus, incremental orders Airbus secured, **foreign current impacts**, and increased production and supply chain costs.



See also Note 19 *Commitments, Contingencies and Guarantees*.

Critical Accounting Estimates

Goodwill

Goodwill is assessed for impairment annually on the first day of the fourth quarter, or whenever events or circumstances indicate that it is more likely than not that the estimated fair value of a reporting unit is below its carrying value.

For the year ended December 31, 2023, in accordance with our annual assessment policy, we opted to bypass the qualitative assessment and performed a quantitative assessment to test goodwill for impairment.

As part of our impairment assessment, we utilized a third-party to assist us with estimating the fair value of each of our respective reporting units under both the income approach and the market approach with equal weighing applied to the results of each approach. These approaches require making assumptions regarding long-term growth rates, revenue and earnings projections, estimation of cash flows, discount rates, and market and company-specific factors.

The results of our annual assessment indicated that the fair value substantially exceeded the carrying value for each reporting unit, and as a result, no impairment existed as of the annual assessment date during the fourth quarter of 2023. Further, we have not identified any indications of impairment that would prompt an interim impairment assessment for the quarter ended March 28, 2024 June 27, 2024.

Results of Operations

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

	Three Months Ended
	Three Months Ended
	Three Months Ended
	March 28,
	2024
	March 28,
	2024
	March 28,
	2024
	June 27,
	2024
	June 27,
	2024
	June 27,
	2024

Net revenues

Net revenues

Net revenues

Cost of sales

Cost of sales

Cost of sales

Gross loss

Gross loss

Gross loss

Selling, general and administrative

Selling, general and administrative

Selling, general and administrative

Restructuring costs

Restructuring costs
Restructuring costs
Research and development
Research and development
Research and development
Other operating expense
Other operating expense
Other operating expense
Operating loss
Operating loss
Operating loss
Interest expense and financing fee amortization
Interest expense and financing fee amortization
Interest expense and financing fee amortization
Other income (expense), net
Other income (expense), net
Other income (expense), net
Loss before income taxes and equity in net loss of affiliates
Loss before income taxes and equity in net loss of affiliates
Loss before income taxes and equity in net loss of affiliates
Loss before income taxes and equity in net income (loss) of affiliates
Loss before income taxes and equity in net income (loss) of affiliates
Loss before income taxes and equity in net income (loss) of affiliates
Income tax (provision) benefit
Income tax (provision) benefit
Income tax (provision) benefit
Loss before equity in net loss of affiliates
Loss before equity in net loss of affiliates
Loss before equity in net loss of affiliates
Equity in net loss of affiliates
Equity in net loss of affiliates
Equity in net loss of affiliates
Loss before equity in net income (loss) of affiliates
Loss before equity in net income (loss) of affiliates
Loss before equity in net income (loss) of affiliates
Equity in net income (loss) of affiliates
Equity in net income (loss) of affiliates
Equity in net income (loss) of affiliates
Net loss
Net loss
Net loss

Comparative shipset deliveries by model were as follows<sup>(1)</sup>:

	Three Months Ended
	Three Months Ended
	Three Months Ended
Model	
Model	

Model
B737
B737
B737
B767
B767
B767
B777
B777
B777
B787
B787
B787
Total Boeing
Total Boeing
Total Boeing
A220
A220
A220
A320 Family
A320 Family
A320 Family
A330
A330
A330
A350
A350
A350
Total Airbus
Total Airbus
Total Airbus
Total Business and Regional Jets
Total Business and Regional Jets
Total Business and Regional Jets
Total
Total
Total

(1) 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 were as follows:

	Three Months Ended
	Three Months Ended
	Three Months Ended
Prime Customer	
Prime Customer	
Prime Customer	
	(\$ in millions)
	(\$ in millions)

Boeing
Boeing
Boeing
Airbus
Airbus
Airbus
Other
Other
Other

Total net revenues

Total net revenues

Total net revenues

### Changes in Estimates

During the first second quarter of 2024, we recognized unfavorable changes in estimates of \$534.6 million \$265.2 million, which included net forward loss charges of \$495.4 million \$213.5 million, and unfavorable cumulative catch-up adjustments related to periods prior to the first second quarter of 2024 of \$39.2 million \$51.7 million. The forward losses in the first second quarter were primarily driven by a change in strategic pricing conversations with our customer, Airbus, incremental orders Airbus secured, foreign currency impacts, current production performance, and supply chain cost growth on the A350 and A220 programs, schedule changes, additional labor and supply chain cost growth on the B787 program, and increased costs related to factory performance supply chain cost growth on the B767 program. The forward losses on the Airbus A350 and A220 programs include net incremental losses for anticipated performance obligations beyond 2026 related to incremental firm orders Airbus secured of \$168.3 million in total. The unfavorable cumulative catch-up adjustments primarily relate to increased production costs associated with changes implemented by Boeing in March 2024 to introduce a new product verification process in Wichita, KS. KS on the B737 program and schedule changes and increased production costs on the B777 program. This change in business process for the B737 units has delayed delivery acceptances and caused a build up buildup of undelivered units in Wichita, KS. Additionally, we are maintaining a higher cost profile for a planned rate increase that has now been delayed because of the FAA's imposed limit on the B737 program, and production cost overruns on the A320 program. As referenced above, we utilize a periodic forecasting process to assess the progress and performance of our programs. We may continue to experience forward losses in the future as a result of production schedule impacts from our customers, increases in costs related to persistent inflation, or other factors resulting in cost estimates higher than our original forecast.

During the same period in the prior year, we recognized total unfavorable changes in estimates of \$121.9 million \$126.3 million, which included net forward loss charges of \$110.0 million \$104.7 million, and unfavorable cumulative catch-up adjustments related to periods prior to the first second quarter of 2023 of \$11.9 million \$21.6 million.

### Three Months Ended March 28, 2024 June 27, 2024 as Compared to Three Months Ended March 30, 2023 June 29, 2023

**Revenue.** Net revenue for the three months ended March 28, 2024 June 27, 2024 was \$1,702.8 million \$1,491.9 million, an increase of \$271.4 million \$127.2 million, or 19.0% 9.3%, compared to net revenue of \$1,431.4 million \$1,364.7 million for the same period in the prior year. The increase in revenue was primarily driven by increased Boeing production and increased Defense and Space production. Approximately 83% 80% and 83% 81% of Spirit's net revenues for the first second quarter of 2024 and 2023, respectively, came from our two largest customers, Boeing and Airbus.

Total deliveries to Boeing decreased to 70 58 shipsets during the first second quarter of 2024, compared to 116 100 shipsets delivered in the same period of the prior year, primarily driven by delivery delays caused by increased quality and final inspection measures undertaken by Boeing. Total deliveries to Airbus increased to 191 225 shipsets during the first second quarter of 2024, compared to 176 188 shipsets delivered in the same period of the prior year, primarily driven by increases in A320, A220 and A350 deliveries partially offset by a slight decrease in A220 deliveries in the current quarter. deliveries. Deliveries for business/regional jet components decreased to 46 53 shipsets delivered during the first second quarter of 2024, compared to 54 shipsets delivered in the same period of the prior year. In total, deliveries decreased to 307 336 shipsets during the first second quarter of 2024, compared to 346 342 shipsets delivered in the same period of the prior year.

**Gross (Loss) Profit.** Gross loss was (\$435.5) 233.5 million for the three months ended March 28, 2024 June 27, 2024, compared to gross loss of (\$0.8) 30.8 million for the same period in the prior year. The increase in loss from the prior year period was primarily driven by higher unfavorable cumulative catch-up adjustments and higher forward losses, as detailed below. In the first second quarter of 2024, we recognized \$26.1 million \$46.3 million of excess capacity production costs driven by cost overruns and production schedule changes on B737 MAX and A220 programs, compared to excess capacity cost of \$43.3 million \$53.2 million in the same period of the prior year. In the first second quarter of 2024, we recognized \$39.2 million \$51.7 million of unfavorable cumulative catch-up adjustments related to periods prior to the first second quarter of 2024, and \$495.4 million \$213.5 million of net forward loss charges. As mentioned in the Note 3 Changes in Estimates to our condensed consolidated financial statements included in Part I of this Quarterly Report, the forward losses recorded in the first second quarter of 2024 were primarily driven by a change in strategic pricing conversations with our customer, Airbus, incremental orders Airbus secured, foreign currency impacts, current production performance, and supply chain cost growth on the A350 and A220 programs, schedule changes, additional labor and supply chain cost growth on the B787 program, and increased costs related to factory performance and supply chain costs cost growth on the B767 program. In the first second quarter of 2023, we recorded \$11.9 million \$21.6 million of unfavorable cumulative catch-up adjustments related to periods prior to the first second quarter of 2023, and \$110.0 million \$104.7 million of net forward loss charges primarily driven by supplier price negotiations and estimated supply chain costs including certain non-recurring cost estimates, schedule changes, revisions, and foreign exchange headwinds on the A220 program, schedule changes and other supply chain cost growth on the A350 program, the impact of a new contract with the International Association of Machinists and Aerospace Workers ("IAM") union, as well as additional labor and supply chain cost growth on the B787 program,

and increased supply chain cost projections growth and foreign currency movement on the CL650 A220 program. The total gross loss impact related to the IAM agreement in the three months ended June 29, 2023 was \$35.6 million.

**SG&A and Research and Development.** Current period SG&A was higher than in the prior year period by \$4.1 million \$13.0 million, primarily due to increased purchased services for merger related to a potential merger activities. Research and development expenses were flat for the three months ended March 28, 2024 June 27, 2024, as compared to the same period in the prior year.

**Restructuring Costs.** Restructuring costs of \$0.8 million were recorded during the three months ended June 27, 2024, driven by a reduction in hourly production workforce in an effort to align the workforce to current production rates. Restructuring costs of \$0.9 million were recorded during the three months ended June 29, 2023, driven by the results of the voluntary separation program.

**Operating (Loss) Income.** Operating loss for the three months ended March 28, 2024 June 27, 2024 was (\$27.6) 331.3 million, a decrease an increase of \$432.5 million \$210.9 million, compared to operating loss of (\$95.1) 120.4 million for the same period in the prior year. The variance reflects the higher unfavorable cumulative catch-up adjustments and higher forward losses detailed above.

**Interest Expense and Financing Fee Amortization.** Interest expense and financing fee amortization for the three months ended March 28, 2024 June 27, 2024 increased \$7.8 million \$8.7 million compared to the same period in the prior year, driven by the higher interest rate on the Second Lien 2030 Notes compared to the refinanced Second Lien 2025 Notes and the addition of the Exchangeable Senior Notes. The three months ended March 28, 2024 June 27, 2024 includes \$73.8 \$76.1 million of interest and fees paid or accrued in connection with long-term debt and \$2.9 million \$2.8 million in amortization of deferred financing costs and original issue discount, compared to \$66.6 million \$69.9 million of interest and fees paid or accrued in connection with long-term debt and \$1.8 million in amortization of deferred financing costs and original issue discount for the same period in the prior year. See also Note 14 Debt to our condensed consolidated financial statements included in Part I of this Quarterly Report.

**Other Income (Expense), net.** Other income, net for the three months ended March 28, 2024 June 27, 2024 was \$2.3 million \$0.4 million, compared to other expense of (\$117.4) 9.9 million for the same period in the prior year, a decrease an increase in expense income of \$119.7 \$10.3 million. The decrease increase in other expense income was primarily due to net pension related income in the current year period of \$3.6 million versus net pension related expense of (\$62.7) million in the prior year period as well as excise tax expense of (\$35.9) million in the prior year period. In addition, we recorded higher foreign currency gains of \$3.1 million \$0.8 million recognized in the current period, versus losses of (\$8.5) 4.8 million in the same period of the prior year and a \$5.7 million gain on a financing transaction in the current year. The respective pension expense value for 2023 was driven by special accounting impacts related to pension plan termination activities. See

also Note 15 Pension and Other Post-Retirement Benefits and Note 20 Other Income (Expense), Net to our condensed consolidated financial statements included in Part I of this Quarterly Report.

**Provision for Income Taxes.** Our reported tax rate includes two principal components: an expected annual tax rate and discrete items resulting in additional provisions or benefits that are recorded in the quarter that an event arises. Events or items that could give rise to discrete recognition include excess tax benefit in respect of share-based compensation, finalizing audit examinations for open tax years, statute of limitations expiration, or a change in tax law.

Deferred income tax assets and liabilities are recognized for future income tax consequences attributable to differences between the financial statement carrying amounts for existing assets and liabilities and their respective tax bases. A valuation allowance is recorded to reduce deferred income tax assets to an amount that in management's opinion will ultimately be realized. We have reviewed our material deferred tax assets to determine whether or not a valuation allowance was necessary. Based on evaluation of both the positive and negative evidence available, management determined that it was necessary to continue to maintain a valuation allowance against nearly all of its net U.S. and U.K. deferred tax assets as of March 28, 2024 June 27, 2024. The net valuation allowance was increased by \$87.1 million \$83.9 million in the U.S. and by \$72.3 million \$13.4 million in the U.K. for the three months ended March 28, 2024 June 27, 2024.

The income tax provision for the three months ended March 28, 2024 June 27, 2024 includes \$1.2 million for federal taxes, (\$1.1) million \$0.5 million for state taxes and \$10.9 million \$0.4 million for foreign taxes. The income tax provision for the three months ended March 30, 2023 June 29, 2023 includes \$2.2 million (\$6.4) million for federal taxes, (\$4.2) million \$1.6 million for state taxes and (\$2.3) million \$7.8 million for foreign taxes. The effective tax rate for the three months ended March 28, 2024 June 27, 2024 is (1.82%) (0.50%) as compared to 1.50% (1.46%) for the same period in 2023. As we are reporting a pre-tax loss for the three months ended March 28, 2024 June 27, 2024, an increase in the effective tax rate results in an increase of income tax benefits while a decrease in the rate results in a reduction of income tax benefits.

The decrease from the U.S. statutory tax rate is attributable primarily to valuation allowances on deferred tax assets.

Other than transaction expenses associated with the Merger of \$11.3 million for the three months ended June 27, 2024, respectively, the Merger Agreement did not affect the Company's consolidated financial statements for the three months ended June 27, 2024.

**Segments.** The following table shows segment revenues and operating loss for the three months ended March 28, 2024 June 27, 2024 and March 30, 2023 June 29, 2023:

	Three Months Ended
	Three Months Ended
	Three Months Ended
	March 28, 2024
	March 28, 2024
	March 28, 2024
	June 27, 2024
	June 27, 2024
	June 27, 2024
	(\$ in millions)
	(\$ in millions)
	(\$ in millions)
Segment Revenues	
Segment Revenues	
Segment Revenues	
Commercial	
Commercial	
Commercial	
Defense & Space	
Defense & Space	
Defense & Space	
Aftermarket	
Aftermarket	
Aftermarket	
	\$
	\$
	\$
Segment Operating Income (Loss)	
Segment Operating Income (Loss)	
Segment Operating Income (Loss)	
Commercial	
Commercial	
Commercial	
Defense & Space	
Defense & Space	
Defense & Space	
Aftermarket	
Aftermarket	
Aftermarket	
	\$
	\$
	\$
SG&A	
SG&A	
SG&A	
Research and development	

Research and development  
Research and development

Total operating loss

Total operating loss

Total operating loss

Commercial segment, Defense & Space segment, and Aftermarket segment represented approximately 80%, 78%, 15%, and 5%, respectively, of our net revenues for the three months ended March 28, 2024 and approximately 80%, 13%, and 7%, respectively, of our net revenues for the three months ended March 30, 2023 June 27, 2024 and approximately 79%, 14%, and 7%, respectively, of our net revenues for the three months ended June 29, 2023.

*Commercial segment.* Commercial segment net revenues for the three months ended March 28, 2024 June 27, 2024 were \$1,356.1 million \$1,166.4 million, an increase of \$207.6 million \$83.4 million, or 18% 8%, compared to the same period in the prior year. The increase in revenues was primarily driven by increased Boeing and Airbus production in the current period.

Commercial segment operating margins were 36% (23%) for the three months ended March 28, 2024 June 27, 2024, compared to 4% (7%) for the same period in the prior year. The decrease in margin for the three months ended March 28, 2024 June 27, 2024, as compared to the prior year period, was primarily due to higher unfavorable changes in estimates recorded in the current period. In the first second quarter of 2024, the segment recorded unfavorable cumulative catch-up adjustments of \$38.9 million \$48.8 million and net forward loss charges of \$493.8

million. \$212.2 million. In comparison, during the first second quarter of 2023, the segment recorded unfavorable cumulative catch-up adjustments of \$11.0 million \$15.7 million and net forward loss charges of \$109.9 million \$101.9 million. For the three months ended March 28, 2024 June 27, 2024, the Commercial segment included \$24.9 million \$44.3 million of excess capacity production costs and restructuring costs of \$0.8 million, compared with excess capacity costs of \$40.9 million \$51.8 million, costs of \$7.1 million related to temporary production pause, and restructuring costs of \$5.4 \$0.9 million for the same period in the prior year.

*Defense & Space segment.* Defense & Space segment net revenues for the three months ended March 28, 2024 June 27, 2024 were \$250.8 million \$224.4 million, an increase of \$62.4 million \$34.8 million, or 33% 18%, compared to the same period in the prior year. The variance from the prior year period includes the impact of additional revenues from higher activity on development programs, higher production on the Sikorsky CH-53K and FLRAA programs and progress on classified programs partially offset by decreased production of P-8 units under the Boeing B737 program, the contracts for which include units produced for the Boeing P-8 program that are accounted for in the Defense & Space segment.

Defense & Space segment operating margins increased to 13% 8% for the three months ended March 28, 2024 June 27, 2024, compared to 10% 6% for the same period in the prior year. The increase in margin over the prior year period was primarily due to higher revenues and margin on Sikorsky CH-53K and classified programs partially offset by increased costs on the Boeing P-8 program resulting from the impacts of Boeing's changes to the quality inspection process and schedule changes. For the three months ended June 27, 2024 the Defense & Space segment included \$2.0 million of excess capacity production costs and restructuring costs of \$0.0 million, compared with compared with excess capacity costs of \$1.4 million and costs of \$0.2 million related to temporary production pause for the same period in the prior year. The segment recorded unfavorable cumulative catch-up adjustments of \$2.9 million for the three months ended June 27, 2024. The segment recorded net forward loss charges of \$1.3 million for the three months ended June 27, 2024. In comparison, during the same period of the prior year, the segment recorded unfavorable cumulative catch-up adjustments of \$5.9 million and net forward loss charges of \$2.8 million.

*Aftermarket segment.* Aftermarket segment net revenues for the three months ended June 27, 2024 were \$101.1 million, an increase of \$9.0 million, or 10%, compared to the same period in the prior year. Aftermarket segment operating margins were 17% for the three months ended June 27, 2024, compared to 26% for the same period in the prior year. The decrease in margins was driven primarily by increased spares volume. For the three months ended June 29, 2023, the Aftermarket segment included \$2.4 million of benefit from the settlement of a contingent consideration obligation related to a prior year acquisition.

#### Six Months Ended June 27, 2024 as Compared to Six Months Ended June 29, 2023

*Revenue.* Net revenue for the six months ended June 27, 2024 was \$3,194.7 million, an increase of \$398.6 million, or 14.3%, compared to net revenue of \$2,796.1 million in the same period in the prior year. The increase in revenue was primarily driven by increased Boeing production and increased Defense & Space production. Approximately 82% and 82% of the Company's net revenues for the six months ended June 27, 2024 and June 29, 2023, respectively, came from our two largest customers, Boeing and Airbus.

Total deliveries to Boeing decreased to 128 shipsets during the six months ended June 27, 2024, compared to 216 shipsets delivered in the same period in the prior year, primarily driven by delivery delays caused by increased quality and final inspection measures undertaken by Boeing. Total deliveries to Airbus increased to 416 shipsets during the six months ended June 27, 2024, compared to 364 shipsets delivered in the same period in the prior year, primarily driven by increases in A320, A220 and A350 deliveries. Deliveries for business/regional jet components decreased to 99 shipsets during the six months ended June 27, 2024, compared to 108 deliveries in the same period in the prior year. In total, deliveries decreased to 643 shipsets during the six months ended June 27, 2024, compared to 688 shipsets delivered in the same period of the prior year.

*Gross (Loss) Profit.* Gross loss was (\$669.0) million for the six months ended June 27, 2024, compared to gross loss of (\$31.6) million for the same period in the prior year. The increase in loss over the same period of the prior year was primarily driven by higher unfavorable cumulative catch-up adjustments and higher forward losses, as detailed below. In

the six months ended June 27, 2024, we recognized \$72.4 million of excess capacity production costs driven by cost overruns and production schedule changes on B737 MAX and A220 programs, compared to excess capacity production costs of \$96.5 million in the same period of the prior year. In the six months ended June 27, 2024, the Company recognized \$74.4 million of unfavorable

cumulative catch-up adjustments related to periods prior to the six months ended June 27, 2024, and \$708.9 million of net forward loss charges. The forward losses recorded in the period were primarily driven by a change in strategic pricing conversations with our customer, Airbus, incremental orders Airbus secured, current production performance, and supply chain cost growth on the A350 and A220 programs, schedule changes, additional labor and supply chain cost growth on the B787 program, and increased costs related to factory performance and supply chain cost growth on the B767 program. In the six months ended June 29, 2023, the Company recorded \$27.2 million of unfavorable cumulative catch-up adjustments related to periods prior to the six months ended June 29, 2023, and \$214.7 million of net forward loss charges. The forward losses recorded in the six months ended June 29, 2023 were primarily driven by supplier price negotiations and estimated supply chain costs including certain non-recurring cost estimates, schedule revisions, and schedule changes and other supply chain cost growth on the A350 program and additional labor, the impact of the IAM agreement, and supply chain cost growth on the B787 program. The total gross loss impact related to the IAM agreement in the six months ended June 29, 2023 was \$35.6 million.

**SG&A and Research and Development.** SG&A expense was \$17.1 million higher for the six months ended June 27, 2024, compared to the same period in the prior year. The variance was driven by increased purchased services for merger related activities. Greater research and development activity drove research and development expense \$0.2 million higher for the six months ended June 27, 2024, compared to the same period in the prior year.

**Restructuring Costs.** Restructuring costs of \$0.8 million were recorded for the six months ended June 27, 2024, driven by a reduction in hourly production workforce due to high inventory levels. Restructuring costs of \$7.2 million were recorded during the six months ended June 29, 2023, driven by the results of the voluntary separation program.

**Operating (Loss) Income.** Operating loss for the six months ended June 27, 2024 was (\$858.9) million, an increase of \$643.4, compared to the operating loss of (\$215.5) million for the same period in the prior year. The increase reflects higher unfavorable cumulative catch-up adjustments and higher forward losses detailed above.

**Interest Expense and Financing Fee Amortization.** Interest expense and financing fee amortization for the six months ended June 27, 2024 increased \$16.5 million compared to the same period of the prior year, driven by the higher interest rate on the Second Lien 2030 Notes compared to the refinanced Second Lien 2025 Notes and the addition of the Exchangeable Senior Notes. The six months ended June 27, 2024 includes \$149.9 million of interest and fees paid or accrued in connection with long-term debt and \$5.7 million in amortization of deferred financing costs and original issue discount, compared to \$137.9 million of interest and fees paid or accrued in connection with long-term debt and \$3.6 million in amortization of deferred financing costs and original issue discount for the same period in the prior year. See also Note 14 *Debt*.

**Other Income (Expense), net.** Other income for the six months ended June 27, 2024 was \$2.7 million, compared to other expense of (\$127.3) million for the same period in the prior year. The increase in other income was primarily due to net pension related income in the current year period of \$7.2 million versus net pension related expense of (\$60.7) million in the prior year period as well as excise tax expense of (\$35.9) million in the prior year period. In addition, we recorded higher foreign currency gains of \$3.9 million recognized in the current period, versus losses of (\$13.3) million in the same period of the prior year. The respective pension expense value for 2023 was driven by special accounting impacts related to pension plan termination activities. See also Note 15 Pension and Other Post-Retirement Benefits to our condensed consolidated financial statements included in Part I of this Quarterly Report.

**Provision for Income Taxes.** Our reported tax rate includes two principal components: an expected annual tax rate and discrete items resulting in additional provisions or benefits that are recorded in the quarter that an event arises. Events or items that could give rise to discrete recognition include excess tax benefit in respect of share-based compensation, finalizing audit examinations for open tax years, statute of limitations expiration, or a change in tax law.

Deferred income tax assets and liabilities are recognized for future income tax consequences attributable to differences between the financial statement carrying amounts for existing asset and liabilities and their respective tax bases. A valuation allowance is recorded to reduce deferred income tax assets to an amount that in management's opinion will ultimately be realized. We have reviewed our material deferred tax assets to determine whether or not a valuation allowance was necessary. Based on evaluation of both the positive and negative evidence available, management determined that it was necessary to continue to maintain a valuation allowance against nearly all of its net U.S. and U.K. deferred tax assets as of June 27, 2024. The net valuation allowance increased by \$171.0 million in the U.S. and by \$85.7 million in the U.K. for the six months ended June 27, 2024.

The income tax provision for the six months ended June 27, 2024 includes \$2.4 million for federal taxes, (\$0.6) million for state taxes, and \$11.3 million for foreign taxes. The income tax provision for the six months ended June 29, 2023 includes (\$4.2) million for federal taxes, (\$2.6) million for state taxes, and \$5.5 million for foreign taxes. The effective tax rate for the six months ended June 27, 2024 is (1.28%) as compared to the 0.27% for the same period in the prior year. As we are reporting a pre-tax loss for the six months ended June 27, 2024, an increase in the effective tax rate results in an increase of income tax benefits while a decrease in the rate results in a reduction of income tax benefits.

The decrease from the U.S. statutory rate is attributable primarily to valuation allowances on deferred tax assets.

Other than transaction expenses associated with the Merger of \$18.1 million for the six months ended June 27, 2024, respectively, the Merger Agreement did not affect the Company's consolidated financial statements for the six months ended June 27, 2024.

**Segments.** The following table shows segment revenues and operating loss for the six months ended June 27, 2024 and June 29, 2023:

	Six Months Ended
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	June 27, 2024	June 29, 2023
	(\$ in millions)	
<b>Segment Revenues</b>		
Commercial	\$ 2,522.5	\$ 2,231.5
Defense & Space	475.2	378.0
Aftermarket	197.0	186.6
	<u>\$ 3,194.7</u>	<u>\$ 2,796.1</u>
<b>Segment Operating Income (Loss)</b>		
Commercial	\$ (755.4)	\$ (118.4)
Defense & Space	50.9	31.2
Aftermarket	34.7	43.5
	<u>\$ (669.8)</u>	<u>\$ (43.7)</u>
SG&A	(165.1)	(148.0)
Research and development	(24.0)	(23.8)
<b>Total operating loss</b>	<u>\$ (858.9)</u>	<u>\$ (215.5)</u>

Commercial segment, Defense & Space segment, and Aftermarket segment represented approximately 79%, 15%, and 6%, respectively, of our net revenues for the six months ended June 27, 2024, and approximately 80%, 14%, and 7%, respectively, of our net revenues for the six months ended June 29, 2023.

**Commercial segment.** Commercial segment net revenues for the six months ended June 27, 2024 were \$2,522.5 million, an increase of \$291.0 million, or 13%, compared to the same period in the prior year. The increase in revenues was primarily driven by increased Boeing and Airbus production in the current period.

Commercial segment operating margins were (30%) for the six months ended June 27, 2024, compared to (5%) for the same period in the prior year. The decrease in margin, compared to the same period in the prior year, was driven by higher unfavorable changes in estimates recorded in the current period. For the six months ended June 27, 2024, the Commercial segment includes \$69.2 million of excess capacity production costs and \$0.8 million of restructuring costs, compared with excess capacity production costs of \$92.7 million, costs of \$7.1 million related to temporary production pause, and \$6.3 million of restructuring costs for the same period in the prior year. For the six months ended June 27, 2024, the segment recorded unfavorable cumulative catch-up adjustments of \$71.9 million and net forward loss charges of \$706.0 million. In comparison, for the six months ended June 29, 2023, the segment recorded unfavorable cumulative catch-up adjustments of \$20.9 million and net forward loss charges of \$211.8 million.

**Defense & Space.** Defense & Space segment net revenues for the six months ended June 27, 2024 were \$475.2 million, an increase of \$97.2 million, or 26%, compared to the same period in the prior year. The increase in revenues from the prior year period includes the impact of additional revenues from higher activity on development programs, higher production on the Sikorsky CH-53K and FLRAA programs and progress on classified programs partially offset by decreased production of P-8 units under the Boeing B737 program, the contracts for which include units produced for the Boeing P-8 program that are accounted for in the Defense & Space segment.

Defense & Space segment operating margins were 11% for the six months ended June 27, 2024, compared to 8% for the same period in the prior year. The increase in margin, compared to the same period in the prior year, was primarily due to higher revenues and margin on classified programs partially offset by increased costs on the Boeing P-8 program resulting from the impacts of Boeing's changes to the quality inspection process and schedule changes. For the **three** six months ended **March 28, 2024** June 27, 2024, the Defense & Space segment **included \$1.2 million** includes \$3.2 million of excess capacity production costs, **and restructuring costs of \$0.0 million, compared with** compared with excess capacity **production** costs of **\$2.4 million and restructuring \$3.8 million**, costs of 0.2 million related to temporary production pause, and \$0.9 million of restructuring costs for the same period in the prior year. The segment recorded unfavorable cumulative catch-up adjustments of \$0.3 million for For the **three** six months ended **March 28, 2024**. **The segment recorded net forward loss charges of \$1.6 million for the three months ended March 28, 2024. In comparison, during the same period of the prior year, June 27, 2024, the segment recorded unfavorable cumulative catch-up adjustments of \$0.9 million \$2.5 million and net forward loss charges of \$0.1 million \$2.9 million. In comparison, for the six months ended June 29, 2023, the segment recorded unfavorable cumulative catch-up adjustments of \$6.3 million and net forward loss charges of \$2.9 million.**

**Aftermarket segment.** Aftermarket segment net revenues for the **three** six months ended **March 28, 2024** June 27, 2024 were **\$95.9 million** \$197.0 million, an increase of **\$1.4 million** \$10.4 million, or **1%** 6%, compared to the same period in the prior year. Aftermarket segment operating margins were 18% for the **three** six months ended **March 28, 2024** June 27, 2024, compared to **20%** 23% for the same period in the prior year. The decrease in **margins** margin, compared to the same period in the prior year, was primarily driven **primarily** by increased spares volume and lower MRO **activity during** activity. For the **current period**, six months ended June 29, 2023, the Aftermarket segment included \$2.4 of benefit from the settlement of a contingent consideration obligation related to a prior year acquisition.

## 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.

These consolidated financial statements have been prepared in accordance with US generally accepted accounting principles (GAAP) assuming the Company will continue as a going concern.

We have incurred net losses of \$616.7 million, \$1,032 million, \$616.2 million, \$545.7 million, and \$540.8 million, for the three six months ended March 28, 2024, June 27, 2024, and the years ended December 31, 2023, 2022, and 2021, respectively, and cash used in operating activities of \$415.6 million, \$981.1 million, \$225.8 million, \$394.6 million, and \$63.2 million, respectively for the same periods. As of March 28, June 27, 2024, our debt balance was \$4,072.2, \$4,061.4 million, including \$81.0 million, \$77.4 million of debt classified as short-term. As of March 28, June 27, 2024, we had \$352.0 million, \$206.0 million of cash and cash equivalents on the Condensed Consolidated Balance Sheet, which reflects a decrease of \$471.5 million, \$617.5 million from the cash and cash equivalents balance of \$823.5 million as of December 31, 2023. 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 following the January 5, 2024 in-flight incident on a B737 MAX 9 aircraft flown by Alaska Airlines. 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. As discussed in Item 1A, 1A, "Risk Factors" in our 2023 Form 10-K, we are currently unable to fully estimate what impact this incident, including any impacts of investigations, will have on our near or long-term financial position, results of operations and cash flows.

Further, certain changes made to the production and delivery process implemented by Boeing have had an immediate impact to our results of operations and cash flows. On March 2, 2024, Boeing announced they would no longer accept deliveries of product that required out of sequence assembly or incremental quality re-work. As a result, we have experienced higher levels of inventory and contract assets and lower operational cash flows due to the inability to physically ship and invoice end items to Boeing. Additionally, during late 2023 we were preparing our production line to accommodate an expected increase in production rates that has now been delayed due to the FAA's imposed limitation on Boeing increasing its production rates. Our ability to align our factory costs which include both internal and supply chain related spending to react to sudden changes in customer-determined production rates will likely have a material impact on our results of operations and cash flows. On April 18, 2024, we entered into a Memorandum of Agreement ("MOA") with Boeing, where Boeing will advance \$425.0

million advanced \$425.0 million to the Company in order to support our liquidity. This MOA was amended on June 20, 2024 to increase the advance by an additional \$40.0 and to revise certain repayment amounts and extend near-term repayment dates. As of the date of this filing, we have repaid \$40.0 of the MOA advances. Our liquidity has been impacted by higher levels of inventory and contract assets, lower operational cash flows due to a decrease in expected deliveries to Boeing, higher factory costs to maintain rate readiness (attributed to product quality verification process enhancements, including moving such processes from Renton, Washington, to Wichita, Kansas), Boeing no longer allowing for traveled work on the B737 fuselage to its factories and the FAA's imposition of limitations on Boeing increasing production rates. Based upon expected production volumes and deliveries, the terms of this advance require installments be repaid from June to through October 2024.

Additionally, we were in negotiations with Airbus related to pricing adjustments on the A220 and A350 programs during 2023 and continuing into 2024 with a goal of completing those negotiations in early 2024. As a result of the announcement on March 1, 2024, that we are currently engaged in discussions with Boeing about a possible acquisition of the Company by Boeing, there was a shift in the strategic discussions with Airbus relevant to pricing adjustments on the A220 and A350 programs, and management has determined that it is uncertain on timing or amount of any pricing adjustments that should be included in its current forecast.

These recent developments in the quarter ended March 28, 2024, 2024 resulted in a significant reduction in projected revenue and operating cash flows over the next twelve months. Management As of August 5, 2024, management has developed a plan to improve liquidity because of the changes highlighted above. We These plans are primarily dependent upon finalization of active discussions related to the timing or amounts of repayment for certain customer advances, and we are also evaluating additional strategies to improve liquidity to support operations, including, but not limited to, additional customer advances, negotiating changes to existing advance repayment arrangements, issuing incremental equity or debt financing, and restructuring of operations to increase efficiency and decrease expenses. These plans are dependent on many factors, including achieving forecasted B737 deliveries, securing additional financing or equity funding, renegotiating timing of certain customer advances or receiving incremental customer advances, or negotiating pricing adjustments on certain loss-making programs. Management expects these plans will sufficiently improve the Company's liquidity needs to enable continuation of operations for at least the next twelve months.

#### Merger Agreement

On June 30, 2024, we entered into the Merger Agreement. The Merger Agreement contains customary covenants by us regarding the conduct of our business prior to the closing of the Merger. In addition, pursuant to the Merger Agreement, we have agreed, subject to certain exceptions, not to take, authorize, agree or commit to do certain actions outside of the ordinary course of business, including incurring indebtedness (other than under existing credit facilities or to replace certain existing indebtedness maturing in 2025) or materially amending the terms of existing indebtedness, issuing equity, and disposing of significant assets. We do not believe that the restrictions in the Merger Agreement will prevent us from meeting our debt obligations, ongoing costs of operations, working capital needs or capital expenditure requirements. Upon termination of the Merger Agreement in specified circumstances, we would be required to pay to Boeing a termination fee of \$150.0 million.

#### Customer Advances

As described in the Form 8-K filed by us on April 23, 2024, on April 18, 2024, we entered into the MOA with Boeing to provide \$425.0 million of cash advances, based upon our maintaining a production rate that supports Boeing's production demand in accordance with certain long-term supply agreements, all of which we expect to receive was received in the second quarter of 2024. Additionally, this MOA was amended on June 20, 2024 to provide an additional \$40.0 million of cash advance which was received in the second quarter.

The amended MOA requires a repayment of \$36.6 million on June 12, 2024, \$89.5 million on July 17, 2024, a total of \$129.5 million in July 2024, \$150.6 million on August 14, 2024, \$134.3 million on September 18, 2024, and \$14.0 million, \$50.6 million on October 16, 2024. Our repayment obligation will be accelerated, and any outstanding amount advanced under the agreement will immediately become due and payable, in the event that (i) we fail to make any repayment in full on the applicable Repayment Date, (ii) we fail to submit a satisfactory written confirmation that we are able to and intend to make the required repayment thirty days prior to each Repayment Date, as required under the agreement, (iii) we repudiate any performance obligation under the agreement or certain of the our existing agreements with Boeing, (iv) there occurs, either as to Spirit, Spirit Holdings or any of

their respective subsidiaries, any of the events of default (generally relating to insolvency, reorganization, liquidation or similar proceedings, or to business suspension, dissolution or winding-up) described in specified provisions of our existing agreements with Boeing, then all amounts of the advances from the MOA that remain outstanding to Boeing pursuant to the repayment provisions of the MOA as of such time will become immediately due and payable. **We expect these These advances to be have been** accounted for as financing cash flows. **As of the date of this filing, the Company has repaid \$40.0 million of the amounts due in July and deferred \$89.5 million of the required MOA repayments to a future date.**

During the three months ended March 28, 2024, we received an advance payment from Airbus of \$17.0 million under a term sheet agreement between Airbus Canada Limited Partnership ("Airbus Canada") and Shorts Brothers PLC (our facilities located in Belfast, Northern Ireland), for short term funding for increased freight costs incurred in the period from January to March 2024. **This advance will form part of a financial support package under a proposed Memorandum of Agreement under negotiations between the parties and shall be used by us to enable timely delivery of aerostructures via air freight through March 31, 2024. The increased freight costs will be fully borne by us. The parties' original intent was to have the method and timing of payment resolved by the end of April 2024, however, as full amount of the date advance is to be repaid per the terms of this filing these issues have not been resolved. the Airbus Term Sheet.**

During the quarter ended June 29, 2023, we received cash advances of \$180.0 million from Boeing related to a memorandum of agreement with Boeing executed on April 28, 2023. Per the terms of the amended memorandum of agreement, \$90.0 is payable in December 2025 and the remaining \$90.0 is payable in equal \$45.0 installments in December 2026 and 2027. Our repayment obligation will be accelerated, and any outstanding amount advanced under the agreement will immediately become due and payable, in the event that (i) we fail to make any repayment in full on the applicable Repayment Date, (ii) we fail to submit a satisfactory written confirmation that we are able to and intend to make the required repayment thirty days prior

to each Repayment Date, as required under the agreement, or (iii) we repudiate any performance obligation under the agreement or certain of our existing agreements with Boeing. Boeing will have the right to set off any unpaid amount due and payable under the memorandum of agreement from any amount owed to Boeing under any other agreement between the parties. As of **March 28, 2024 June 27, 2024**, the \$180.0 million is reflected in the *Other non-current liabilities* line item on the Condensed Consolidated

Balance Sheets. Based on the specific terms and conditions within the final agreement, the \$180.0 million receipt was shown as a financing cash flow during the twelve months ended December 31, 2023, while the future repayment of the Boeing advances will be reflected as usage of financing cash flow. See Note 21 *Other Liabilities* to our condensed consolidated financial statements included in Part I of this Quarterly Report for more information.

During the quarters ended June 29, 2023 and September 28, 2023, we received two equal advance payments from Airbus of \$50.0 million each 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 provided for up to \$100.0 million 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, per the terms of the Airbus Term Sheet.** Related to 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. Based on the specific terms and conditions within the A350 Agreement, the \$100.0 million of receipts was included within operating cash flows during the twelve months ended December 31, 2023. As the Airbus advance will be repaid through offset against shipset deliveries, those repayments will effectively reduce operating cash flow in 2025. See Note 11 *Customer Advances* to our condensed consolidated financial statements included in Part I of this Quarterly Report for more information.

**Advances on the B787 Program.** Boeing has made advance payments to Spirit under the B787 Supply Agreement that are required to be repaid to Boeing by way of offset against the purchase price for future shipset deliveries. As of **March 28, 2024 June 27, 2024**, the amount of advance payments received by us from Boeing under the B787 Supply Agreement and not yet repaid was approximately **\$183.2 million \$176.9 million.**

#### **Operational Impacts of Alaska Airlines Incident**

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 following the January 5, 2024 in-flight incident on a B737 MAX 9 aircraft flown by Alaska Airlines. 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. As discussed in Item **1A, 1A**, "Risk Factors" in our 2023 Form 10-K, we are currently unable to fully estimate what impact this incident, including any impacts of investigations, will have on our near or long-term financial position, results of operations and cash flows.

However, certain changes made to the production and delivery process implemented by Boeing have had an immediate impact to our results of operations and cash flows. On March 2, 2024, Boeing announced they would no longer accept deliveries of product that required out of sequence assembly or incremental quality re-work. A new product verification process has been implemented by Boeing at our factory in Wichita, KS. As a result, we have experienced higher levels of inventory and contract assets and lower operational cash flows due to the inability to physically ship and invoice end items to Boeing. Additionally, during late 2023 we began preparing our production line to accommodate an expected increase in production rates that has now been delayed due to the FAA's imposed limitation on Boeing increasing its production rates. Our ability to align our factory costs, which include both internal and supply chain related spending to react to sudden changes in customer-determined production rates, is expected to have a material impact on our results of operations and cash flows throughout 2024.

#### **Sales of Trade Accounts Receivable**

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 **three six months ended March 28, 2024 June 27, 2024**, **\$814.0 million** **\$1,613.6 million** of accounts receivable were sold via these arrangements.

## Cash Flows

The following table provides a summary of our cash flows for the **three six months ended March 28, 2024 June 27, 2024** and **March 30, 2023 June 29, 2023**:

	For the Three Months Ended	For the Six Months Ended	
	March 28, 2024	March 30, 2023	June 29, 2023
	(\$ in millions)		(\$ in millions)
Net cash used in operating activities			
Net cash used in operating activities			
Net cash used in operating activities			
Net cash used in investing activities			
Net cash used in financing activities			
Net cash provided by financing activities			
Effect of exchange rate change on cash and cash equivalents			
Net decrease in cash, cash equivalents, and restricted cash for the period			
Cash, cash equivalents, and restricted cash beginning of period			
Cash, cash equivalents, and restricted cash, end of period			

### Three Six Months Ended March 28, 2024 June 27, 2024 as Compared to Three Six Months Ended March 30, 2023 June 29, 2023

**Operating Activities.** For the **three six months ended March 28, 2024 June 27, 2024**, we had a net cash outflow of **\$415.6 million** **\$981.1 million** from operating activities, an increase in net cash outflow of **\$369.4 million** **\$752.1 million** compared to a net cash outflow of **\$46.2 million** **\$229.0 million** for the same period in the prior year. The increase in net cash outflow, period over period, primarily represents the **build up buildup** of contract assets and **inventory** due to the significant reduction in shipments of Boeing end items due to changes implemented by Boeing in March 2024 to introduce a new product verification process in Wichita, KS. This change in business process has delayed delivery acceptances and caused a **build up buildup** of undelivered units in Wichita, KS. Additionally, the prior year first quarter was impacted by the excess pension plan asset reversion as discussed in Note 15 *Pension and Other Post-Retirement Benefits* to our condensed consolidated financial statements included in Part I of this Quarterly Report.

**Investing Activities.** For the **three six months ended March 28, 2024 June 27, 2024**, we had a net cash outflow of **\$28.7 million** **\$60.3 million** for investing activities, an increase in net cash outflow of **\$5.8 million** **\$9.0 million** compared to a net cash outflow of **\$22.9 million** **\$51.3 million** for the same period in the prior year. The cash outflows for investing activities in both periods was driven by capital expenditures.

**Financing Activities.** For the **three six months ended March 28, 2024 June 27, 2024**, we had a net cash **outflow inflow** of **\$21.5 million** **\$428.9 million** for financing activities, an increase in net cash **outflow inflow** of **\$1.4 million** **\$283.8 million**, compared to a net cash **outflow inflow** of **\$20.1 million** **\$145.1 million** for the same period in the prior year. The increase in net cash **outflow inflow** was primarily driven by **higher principal payments increased receipts of debt**. Boeing advances in the current year. During the **three six month periods ended March 28, 2024 June 27, 2024** and **March 30, 2023 June 29, 2023**, we did not pay any dividends. There were no repurchases of **Holdings** Common Stock under our share repurchase program during either the **three six months ended March 28, 2024 June 27, 2024** or **March 30, 2023 June 29, 2023**.

### Pension and Other Post-Retirement Benefit Obligations

Effective October 1, 2021, we spun off a portion of the existing Pension Value Plan ("PVP A"), to a new plan called PVP B ("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 **March 28, 2024 June 27, 2024** and December 31, 2023, an excess pension plan asset reversion of **\$50.0 million** **\$50.3 million** and \$61.1 million, respectively, is recorded on the *Restricted plan assets* line item on the Company's Condensed Consolidated Balance Sheets. Restricted plan assets are expected to be reduced over five years as they are distributed to employees under a qualified benefit program.

Separately, during the **three six months ended March 30, 2023 June 29, 2023**, we received an excess plan asset reversion of \$179.5 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 **three six months ended March 30, 2023 June 29, 2023**. Excise tax of \$35.9 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 **three six months ended March 30, 2023 June 29, 2023**. See also Note 20 *Other Income (Expense)*, *Net* to our condensed consolidated financial statements included in Part I of this Quarterly Report for more information.

As disclosed in the Company's 2022 Form 10-K, in July 2022, the Company adopted and communicated to participants a plan to terminate PVP A. In the first quarter of 2023, the Company recognized additional non-cash, pre-tax non-operating settlement accounting charges of \$64.6 million related to the purchase of annuities for any participants not electing a lump-sum distribution.

Our U.S. pension plan remained fully funded at **March 28, 2024** **June 27, 2024**. Our plan investments are broadly diversified, and we do not anticipate a near-term requirement to make cash contributions to our U.S. pension plan. See Note 15 *Pension and Other Post-Retirement Benefits* to our condensed consolidated financial statements included in Part I of this Quarterly Report for more information on the Company's pension plans. Other than the reversion of excess plan assets noted above, which was accounted for as a negative contribution, the Company's expected contributions for the current year have not significantly changed from those described in the Company's 2023 Form 10-K. The Shorts' Pension has been in a deficit position during recent years, and there is a risk that additional contributions will be required from the trustees or the U.K. Pension Regulator as described under Part I, Item 1A. "Risk Factors" of our 2023 Form 10-K.

#### **Derivatives Accounted for as Hedges**

##### **Cash Flow Hedges – Foreign Currency Forward Contract**

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 **December 2024**, **March 2025**. 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 **\$1.8 million** **\$1.0 million** for the **three** six months ended **March 28, 2024** **June 27, 2024**. Within the next 12 months, the Company expects to recognize a **loss** **gain** of **\$0.0 million** **\$2.1 million** in earnings related to the foreign currency forward contracts. As of **March 28, 2024** **June 27, 2024**, the maximum term of the hedged forecasted transaction was 9 months.

See Note 13 *Derivative and Hedging Activities* to our condensed consolidated financial statements included in Part I of this Quarterly Report for more information.

#### **Debt and Other Financing Arrangements**

As of **March 28, 2024** **June 27, 2024**, the outstanding balance of the senior secured Term Loan B Credit Agreement was **\$586.6** **\$585.1** million and the carrying value was **\$572.3** **\$572.0** million.

As of **March 28, 2024** **June 27, 2024**, the outstanding balance of the Exchangeable 2028 Notes was \$230.0 million and the carrying value was **\$222.5** **\$222.9** million.

As of **March 28, 2024** **June 27, 2024**, the outstanding balance of the 2026 Notes and 2028 Notes was \$300.0 million and \$700.0 million, respectively, and the carrying value was **\$299.2** **\$299.3** million and **\$696.7** **\$696.9** million, respectively.

As of **March 28, 2024** **June 27, 2024**, the outstanding balance of the 2025 Notes, First Lien 2029 Notes, and Second Lien 2030 Notes was \$20.8 million, \$900.0 million, and \$1,200.0 million, respectively, and the carrying value was \$20.8 million, **\$888.8** **\$889.1** million, and **\$1,180.3** **\$1,180.8** million, respectively.

On June 30, 2024, we entered into a Delayed-Draw Bridge Credit Agreement (the "Bridge Credit Agreement") with Morgan Stanley Senior Funding, Inc. as lender, as administrative agent and as collateral agent, which provides for a senior secured delayed-draw bridge term loan facility in an aggregate principal amount of \$350.0 million. On July 18, 2024, we borrowed \$200.0 million under the Bridge Credit Agreement.

See Note 14 *Debt* and Note 26 *Subsequent Events* to our condensed consolidated financial statements included in Part I of this Quarterly Report for more information.

#### **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 Holdings ("Spirit NC"), and Holdings, and Spirit's 2028 Notes are guaranteed by Holdings. None of Spirit's notes are guaranteed by Spirit's or Holdings' other domestic subsidiaries or any foreign subsidiaries (together, the "Non-Guarantor Subsidiaries"). The Company consolidates each of Spirit and Spirit NC in its consolidated financial statements. Spirit and Spirit NC are both 100 percent-owned and controlled by Holdings. 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. Holdings' guarantees are also subject to a standard limitation which provides that the maximum amount guaranteed by Holdings will not exceed the maximum amount that can be guaranteed without making the guarantee void under fraudulent conveyance laws.

The guarantees of 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 facility. Like 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 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 (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 **March 28, 2024** **June 27, 2024**, indebtedness of our non-guarantor subsidiaries included **\$299.2 million** **\$295.0 million** of outstanding borrowings under intercompany agreements with guarantor subsidiaries and **\$18.7 million** **\$17.0 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 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 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 the 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 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 interests in any of the obligor group entities.

Summarized Statements of Income	Summarized Statements of Income Three months ended March 28, 2024		Summarized Statements of Income Six months ended June 27, 2024	
(\$ millions)	(\$ millions)	Holdings and Spirit	Spirit NC	(\$ millions) Holdings and Spirit Spirit NC
Net Sales to unrelated parties				
Net Sales to Non-Guarantor Subsidiaries				
Gross profit on sales to unrelated parties				
Gross (loss) profit on sales to unrelated parties				
Gross (loss) profit on sales to Non-Guarantor Subsidiaries				
Loss from continuing operations				
Net loss				

Summarized Balance Sheets	Summarized Balance Sheets	Holdings and Spirit		Spirit NC	Summarized Balance Sheets	Holdings and Spirit		Spirit NC		
(\$ millions)	(\$ millions)	March 28, 2024	December 31, 2023	March 28, 2024		December 31, 2023	(\$ millions) June 27, 2024	December 31, 2023	June 27, 2024	December 31, 2023
Assets										
Cash and cash equivalents										
Cash and cash equivalents										
Cash and cash equivalents										
Receivables due from Non-Guarantor Subsidiaries										
Receivables due from unrelated parties										
Contract assets										
Inventory, net										
Other current assets										
Total current assets										
Loan receivable from Non-Guarantor Subsidiaries										
Property, plant and equipment, net										
Pension assets, net										
Other non-current assets										
Total non-current assets										
Liabilities										
Accounts payable to Non-Guarantor Subsidiaries										
Accounts payable to Non-Guarantor Subsidiaries										



#### Accounts payable to Non-Guarantor Subsidiaries

Accounts payable to unrelated parties

#### Accrued expenses

Current portion of long-term debt

#### Other current liabilities

#### Total current liabilities

#### Long-term debt

Contract liabilities, long-term

#### Forward loss provision, long-term

Other non-current liabilities

#### Total non-current liabilities

### 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 **three six** months ended **March 28, 2024** **June 27, 2024**, our financing institutions adjusted their capacities resulting in a net **reduction increase** in capacity under our existing supply chain financing **program. program**. 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 confirmed obligations to suppliers who elected to participate in the supply chain financing program included in our accounts payable balance as of **March 28, June 27, 2024** and **March 30, 2023** **June 29, 2023** was **\$137.8** **115.7** million and **\$110.6** **110.4** million, respectively. Confirmed obligations to suppliers who elected to participate in the supply chain financing program decreased by **\$17.8** **39.9** million and increased by **\$8.6** **8.4** million during the **three-month six-month** periods ended **March 28, June 27, 2024** and **March 30, June 29, 2023**, respectively. While changes in each period typically reflect trends in purchasing levels from suppliers related to production levels during the applicable period, the decrease in the current period as compared to the balance at December 31, 2023 is primarily due to the **reduction ongoing realignment** in participating suppliers **in alignment with reduced and facility** capacity.

See Note 24 *Supplier Financing* to our condensed consolidated financial statements included in Part I of this Quarterly Report for more information.

### CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

You should read the discussion of our financial condition and results of operations in conjunction with the unaudited condensed consolidated financial statements and the notes to the unaudited condensed consolidated financial statements appearing elsewhere in this Quarterly Report. The section may include "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements reflect our current expectations or forecasts of future events. 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 reflect management's current views with respect to future events and are subject to risks and uncertainties, both known and unknown, including, but not limited to, those described in the "Risk Factors" section of the 2023 Form **10-K, 10-K and in Item 1A, "Risk Factors" in Part II of this Quarterly Report**. 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 its affiliates 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, policies; and
  - risks and uncertainties relating to the Merger and the transactions contemplated by the Airbus Term Sheet (the "Airbus Business Disposition" and, together with the Merger, the "Transactions"), including, among others, the possible inability of the Company to negotiate and enter into definitive agreements with Airbus and its affiliates with respect to the Airbus Business Disposition; the possible inability of the parties to a Transaction to obtain the required regulatory approvals for such Transaction and to satisfy the other conditions to the closing of such Transaction (including, in the case of the Merger, approval of the Merger Agreement by Holdings stockholders) on a timely basis or at all; the possible occurrence of events that may give rise to a right of one or more of the parties to the Merger Agreement to terminate the Merger Agreement; the risk that the Merger Agreement is terminated under circumstances requiring the Company to pay a termination fee; the risk that the Company is unable to consummate the Transactions on a timely basis or at all for any reason, including, without limitation, failure to obtain the required regulatory approvals, failure to obtain Holdings stockholder approval of the Merger Agreement or failure to satisfy other conditions the closing of either of the Transactions; the potential for the announcement or pendency of the Transactions or any failure to consummate the Transactions to adversely affect the market price of Holdings Common Stock or the Company's financial performance or business relationships; risks relating to the value of Boeing Common Stock to be issued in the Merger; the possibility that the anticipated benefits of the Transactions cannot be realized in full or at all or may take longer to realize than expected; the possibility that costs or difficulties related to the integration of the Company's operations with those of Boeing will be greater than expected; risks relating to significant transaction costs; the intended or actual tax treatment of the Transactions; potential litigation or other legal or regulatory action relating to the Transactions or otherwise relating to the Company or other parties to the Transactions that could be instituted against the Company or such other parties or Holdings' or such other parties' respective directors and officers and the effect of the outcome of any such litigation or other legal or regulatory action; risks associated with contracts containing provisions that may be triggered by the Transactions; potential difficulties in retaining and hiring key personnel or arising in connection with labor disputes during the pendency of or following the Transactions; the risk of other Transaction-related disruptions to the business, including business plans and operations, of the Company; the potential for the Transactions to divert the time and attention of management from ongoing business operations; the potential for contractual restrictions under the agreements relating to the Transactions to adversely affect the Company's ability to pursue other business opportunities or strategic transactions; and competitors' responses to the Transactions.

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 sections** captioned "Risk Factors" in the 2023 Form 10-K **and in Item 1A of Part II of this Quarterly Report** for a more complete discussion of these and other factors that may affect our business.

### **Item 3. 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 fluctuations in interest rates, which impact the amount of interest we must pay on our variable rate debt. In addition to other information set forth in this **report, Quarterly Report**, you should carefully consider the factors discussed in Item 7A. "Quantitative and Qualitative Disclosures About Market Risk" in our 2023 Form 10-K which could materially affect our business, financial condition, or results of operations. There have been no material changes in the Company's market risk from the information provided under "Quantitative and Qualitative Disclosures About Market Risk" in Part II, Item 7A of the Company's 2023 Form 10-K.

### **Item 4. Controls and Procedures**

#### ***Evaluation of Disclosure Controls and Procedures***

Our President and Chief Executive Officer and Senior Vice President and Chief Financial Officer have evaluated the effectiveness of our disclosure controls and procedures as of **March 28, 2024, June 27, 2024** and have 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 (the "Exchange Act")) are 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 in the Securities and Exchange Commission 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 is accumulated and communicated to management of the Company, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

#### ***Changes in Internal Control over Financial Reporting***

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) **of under** the Exchange Act) during the quarter ended **March 28, June 27, 2024** that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II — OTHER INFORMATION**

### **Item 1. Legal Proceedings**

Information regarding any recent material development relating to our legal proceedings since the filing of our 2023 Form 10-K is included in Note 19 *Commitments, Contingencies and Guarantees* to our condensed consolidated financial statements included in Part I of this Quarterly Report and incorporated herein by reference.

### **Item 1A. Risk Factors**

"Item 1A. **Risk "Risk** Factors" of our 2023 Form 10-K includes a discussion of our known material risk factors, other than risks that could apply to any issuer or offering. **There** Risk factors specifically related to the Merger Agreement referenced above are included below. **Otherwise, there** have been no material changes from the risk factors described in our 2023 Form 10-K.

Unless the context otherwise indicates or requires, as used in this Item 1A, references to "we," "us," "our," and the "Company" refer to Spirit AeroSystems Holdings, Inc. and its consolidated subsidiaries. In this Item 1A, references to "Holdings" refer only to Spirit AeroSystems Holdings, Inc., and references to "Spirit" refer only to Holdings' subsidiary, Spirit AeroSystems, Inc.

#### **Risks Related to the Merger and the Airbus Business Disposition**

***We may not be able to negotiate and enter into definitive agreements with Airbus and its affiliates with respect to the Airbus Business Disposition or to complete the disposition of the Spirit Airbus Business.***

Disposition by us of the Spirit Airbus Business is a condition to Boeing's obligation to consummate the Merger. Under the Airbus Term Sheet, Spirit and Airbus have agreed to negotiate in good faith definitive agreements (the "Definitive Agreements"), including a purchase agreement, providing for the acquisition by Airbus or its affiliates of the Spirit Airbus Business on the terms set forth in the Airbus Term Sheet with the goal of permitting Boeing and Holdings to consummate the Merger prior to prior to a specified "Outside Date" (initially, March 31, 2025, subject to extension by three months on up to three occasions under certain circumstances). Execution of the Definitive Agreements is subject to and conditioned upon the completion to the satisfaction of Airbus of its due diligence. If we are able to negotiate and enter into the Definitive Agreements, there can be no assurance that

we would satisfy the closing conditions in the Definitive Agreements, including receipt of regulatory approvals, or be able to consummate the disposition of the Spirit Airbus Business as contemplated by the Airbus Term Sheet or the Definitive Agreements. If we face difficulty in completing the disposition of the Spirit Airbus Business, we could be unable to satisfy the conditions to the closing under the Merger Agreement in a timely matter or at all.

***Because the market prices of Boeing Common Stock and Holdings Common Stock will fluctuate prior to the consummation of the Merger, Holdings stockholders cannot be sure of the market value of shares of Boeing Common Stock that they will receive in the Merger or the difference between the market value of shares of Boeing Common Stock that they will receive in the Merger and the market value of shares of Holdings Common Stock immediately prior to the Merger.***

At the Effective Time, each share of Holdings Common Stock that is issued and outstanding immediately prior to the Effective Time (other than shares of Holdings Common Stock owned by Holdings, Boeing or any of their respective wholly owned subsidiaries, in each case not held on behalf of third parties) will be automatically cancelled and cease to exist and will be converted into the right to receive a number of shares of Boeing Common Stock equal to (a) if the Boeing Stock Price, is greater than \$149.00 but less than \$206.94, the quotient obtained by dividing \$37.25 by the Boeing Stock Price, rounded to four decimal places, or (b) if the Boeing Stock Price is greater than or equal to \$206.94, 0.1800 or (c) if the Boeing Stock Price is equal to or less than \$149.00, 0.2500. The respective market prices of both Boeing Common Stock and Holdings Common Stock have fluctuated since the date on which the Merger Agreement was signed and will continue to fluctuate. The market price of Boeing Common Stock, when received by Holdings stockholders after the Merger is completed, could be greater than, less than or the same as the market price of Boeing Common Stock at the time of the special meeting of Holdings stockholders at which Holdings stockholders will vote on a proposal to adopt the Merger Agreement. For that reason, the market price of Boeing Common Stock on the date of the special meeting may not be indicative of the value of the shares of Boeing Common Stock that Holdings stockholders will receive upon completion of the Merger, and, at the time of the special meeting, Holdings stockholders will not know, or be able to determine, the number of shares of Boeing Common Stock that they will receive in the

Merger or the market value of shares of Boeing Common Stock that they will receive in the Merger as compared to the market value of Holdings Common Stock immediately prior to the Merger.

The market prices of Boeing Common Stock and Holdings Common Stock are subject to fluctuations due both to factors affecting market prices for publicly traded equity securities generally and to factors affecting Boeing Common Stock or Holdings Common Stock in particular. Market prices of Boeing Common Stock and Holdings Common Stock have been volatile at times in the past and may be volatile in the future. Neither Boeing nor Holdings is permitted to terminate the Merger Agreement or re-solicit the vote of Holdings stockholders solely because of changes in the market price of Boeing Common Stock or Holdings Common Stock. Stock price changes may result from a variety of factors, including general and industry-specific market and economic conditions and changes in factors specific to each of Holdings' and Boeing's business, operations and prospects; regulatory and legal developments; market assessments of the benefits of the Merger and the likelihood that the Merger will be completed; timing of the Merger and receipt of related regulatory approvals; and other factors beyond our control.

***The Merger is subject to conditions, including certain conditions that are beyond our control and may not be satisfied on a timely basis or at all. Failure to complete the Merger could have material adverse effects on us.***

Completion of the Merger is subject to a number of conditions set forth in the Merger Agreement. Some of the conditions, such as adoption of the Merger Agreement by the affirmative vote of a majority of the outstanding shares of Holdings Common Stock entitled to vote thereon and receipt of certain regulatory approvals, are beyond our control, resulting in uncertainty as to the timing of completion of the Merger and as to whether the Merger will be completed at all. The governmental authorities from which the regulatory approvals are required may impose conditions on the completion of the Merger, require changes to the terms of the Merger Agreement, prevent the consummation of the Merger or make the consummation of the Merger illegal. In addition, the Merger Agreement contains certain termination rights for both Holdings and Boeing that, if exercised, would result in the Merger not being consummated.

There can be no assurance that the various conditions to completion of the Merger will be satisfied or will not result in the abandonment or delay of the Merger. Any delay in completing the Merger could cause Boeing and Holdings not to realize, or to be delayed in realizing, some or all of the benefits that Boeing and Holdings expect to achieve if the Merger is completed within the time currently expected.

If the Merger is not completed, the market price of Holdings Common Stock could decline as a result, and our business could be adversely affected, including as a result of the need to pay expenses relating to the uncompleted Merger, such as legal, accounting, printing and financial advisory fees; negative reactions from our employees, customers, suppliers and financing sources, from other persons with whom we have important business relationships and from regulators and credit rating agencies; any requirement that we pay a termination fee under the Merger Agreement; and litigation related to any failure to complete the Merger or related to any enforcement proceeding that may be commenced against us to perform our obligations pursuant to the Merger Agreement. If the Merger Agreement is terminated and the Board seeks another business combination, we might not be able to find a party willing to enter into a transaction with terms equivalent to or more attractive than the terms agreed to in the Merger Agreement.

***The Merger is subject to certain regulatory approvals that, if delayed, not granted or granted with burdensome or unacceptable conditions, could delay, impair or prevent consummation of the Merger or result in additional costs or reduce the anticipated benefits of the Merger.***

The completion of the Merger is subject to the expiration or termination of all waiting periods (and any agreed upon extensions of any waiting period or commitment not to consummate the Merger for any period of time) applicable to the completion of the Merger under the HSR Act and the receipt of certain additional regulatory approvals, including clearance or approval by foreign investment authorities in France, the United Kingdom and Canada.

Regulatory authorities in the United States or other jurisdictions could take action under antitrust or foreign investment laws seeking to enjoin the completion of the Merger, seeking divestiture of substantial assets of the parties or requiring the parties to license, or hold separate, assets or terminate existing relationships and contractual rights. Private parties may also seek to take legal action under antitrust laws under certain circumstances.

Any such injunctions, divestitures, requirements or legal actions could jeopardize or delay the completion, or reduce the anticipated benefits, of the Merger. There is no assurance that Boeing and Spirit will obtain all required regulatory consents or approvals on a timely basis, or at all. Failure to obtain the necessary consents and approvals could substantially delay or prevent the completion of the Merger, which could negatively affect us.

***The Merger Agreement limits our ability to pursue alternatives to the Merger and could discourage a potential competing acquiror or other strategic transaction partner from making a favorable alternative transaction proposal.***

Under the Merger Agreement, we are required, subject to certain exceptions with respect to unsolicited proposals and the Divestiture Assets, not to directly or indirectly solicit competing acquisition proposals or to enter into discussions concerning, or provide confidential information in connection with, any unsolicited alternative acquisition proposals. In addition, upon termination of the Merger Agreement under certain circumstances, we may be required to pay Boeing a termination fee of \$150 million. These provisions could discourage a potential acquirer or other strategic transaction partner that might have an interest in acquiring all or a significant portion of the Company from considering or pursuing an alternative transaction with us or proposing such a transaction, even if the potential acquirer or other strategic transaction partner were prepared to pay consideration with a higher per share cash or market value than the per share market value proposed to be received or realized in the Merger. These provisions might also result in a potential acquirer or other strategic transaction partner proposing to pay a lower price than it might otherwise have proposed to pay because of the added expense of the termination fee that may become payable by us in certain circumstances. If the Merger Agreement is terminated and we seek another business combination, we may not be able to negotiate or consummate a transaction with another party on terms comparable to, or better than, the terms of the Merger Agreement.

***The Merger, and uncertainty regarding the Merger, may adversely affect our relationships with customers, suppliers, strategic partners and others and could adversely affect our ability to manage our business.***

The Merger will occur only if the Merger Agreement's conditions to consummation of the Merger are satisfied or waived. Accordingly, there may be uncertainty regarding the completion of the Merger. This uncertainty and the prospect of the Merger itself have caused and may continue to cause customers, suppliers, strategic partners and others that deal with us to delay or defer entering into contracts with us or making other decisions concerning the Company or to seek changes in or cancellation of existing business relationships with us. Delays or deferrals of contracts or other decisions or changes in or cancellations of existing agreements or relationships could in some individual cases or in the aggregate have an adverse impact on our business, regardless of whether the Merger is ultimately completed.

In addition, under the terms of the Merger Agreement, we are subject to certain restrictions on the conduct of our business prior to the completion of the Merger, including being obligated to use reasonable best efforts to conduct our business in all material respects in the ordinary course and not to engage in specified types of actions, subject to certain exceptions. These restrictions could delay or otherwise adversely affect our ability to execute certain of our business strategies or limit our ability to respond to competitive or other developments that arise prior to the completion of the Merger and could negatively affect our business and operations.

***Uncertainties associated with the Merger and the Airbus Business Disposition may result in our losing management and other key personnel, which could adversely affect our business and operations.***

We are dependent on the experience and industry knowledge of our officers and other key management, technical and professional personnel to execute our business plans. Our success, including as a part of Boeing after the Merger, will depend in part upon our ability to retain key management and other key personnel. Current and prospective employees of ours may experience uncertainty about their roles with us or the Spirit Airbus Business following the Merger and the Airbus Business Disposition or have other concerns regarding the timing and completion of the Merger and the Airbus Business Disposition or regarding the operations of the Company and the Spirit Airbus Business following the Merger and the Airbus Business Disposition, any of which may have an adverse effect on our ability to retain, attract or motivate key management and other key personnel. If we are unable to retain personnel, including key management, who are critical to future operations, we could face disruptions in our operations, loss of customers, loss of key information, expertise or know-how and unanticipated additional recruitment and training costs. In addition, the loss of key personnel could diminish the anticipated benefits of the Merger or delay the completion of the Merger.

***We have incurred and expect to incur significant transaction costs in connection with the Merger and the Airbus Business Disposition.***

We have incurred and expected to continue to incur a number of non-recurring costs associated with negotiating and completing the Merger and the Airbus Business Disposition, including, among others, fees paid to financial, legal, accounting and other advisors, employee retention, severance and benefit costs, filing fees and, potentially, termination fees. These fees and costs have been, and will continue to be, substantial and, in many cases, will be borne by us whether or not the Merger and the Airbus Business Disposition are completed, and could have an adverse effect on our financial position, results of operations and cash flows.

***Completion of the Merger may trigger change in control or other provisions in certain of our agreements.***

The completion of the Merger may trigger change in control or other provisions in certain of our agreements. If we are unable to negotiate modifications, consents or waivers of those provisions, following completion of the Merger, the counterparties may exercise their rights and remedies under such agreements, potentially terminate such agreements or seek monetary damages. Even if we are able to negotiate modifications, consents or waivers, the counterparties may require a fee for such modifications, consents or waivers or seek to renegotiate such agreements on terms less favorable to us. Any of the foregoing or similar developments could have an adverse effect on our or Boeing's business and results of operations following completion of the Merger.

***We and Boeing may be subject to securities class action and derivative lawsuits in connection with the Merger or the Airbus Business Disposition, which could result in substantial costs and prevent or delay the consummation of the Merger.***

Securities class action lawsuits and derivative lawsuits are often brought against public companies that have entered into acquisition or merger agreements. Defending against and settling or otherwise resolving these claims can result in substantial costs, including costs associated with indemnification of directors and officers, and divert management time and resources. An adverse judgment in any such litigation relating to the Merger or the Airbus Business Disposition could result in monetary damages, which could have a negative impact on Boeing's and the Company's respective liquidity and financial condition. If a plaintiff is successful in obtaining an injunction prohibiting completion of the Merger or the Airbus Business Disposition, that injunction could delay or prevent the Merger from being completed, which could adversely affect our and Boeing's businesses, financial position, results of operations and cash flows.

**After the Merger, Holdings stockholders will have a significantly lower ownership and voting interest in Boeing than they currently have in Holdings and will exercise less influence over management.**

Immediately following completion of the Merger, Holdings stockholders will have a significantly lower ownership and voting interest in Boeing than they currently have in Holdings. Consequently, former Holdings stockholders will have less influence over the management and policies of Boeing than they currently have over the management and policies of Holdings.

**The shares of Boeing Common Stock to be received by Holdings stockholders upon completion of the Merger will have different rights from shares of Holdings Common Stock.**

Upon completion of the Merger, Holdings stockholders will no longer be stockholders of Holdings, but will instead become stockholders of Boeing, and their rights as Boeing stockholders will be governed by the terms of the Boeing certificate of incorporation and bylaws. The terms of Boeing's certificate of incorporation and bylaws are in some respects materially different from the terms of Holdings' certificate of incorporation and bylaws, which currently govern the rights of Holdings stockholders.

**Holdings stockholders will not be entitled to appraisal rights in the Merger.**

Under Delaware law, holders of Holdings Common Stock will not have appraisal rights in connection with the Merger.

## Item 2. Unregistered Sales of Equity Securities and Use of Proceeds and Issuer Purchases of Equity Securities

### Issuer Purchases of Equity Securities

The following table provides information about our repurchases of our Holdings Common Stock that which is registered pursuant to Section 12 of the Exchange Act during the three months ended March 28, 2024 June 27, 2024.

ISSUER PURCHASES OF EQUITY SECURITIES									
Period <sup>(1)</sup>	Total Number of Shares Purchased <sup>(1)</sup>	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 <sup>(2)</sup>	Period <sup>(1)</sup>	Total Number of Shares Purchased <sup>(1)</sup>	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 <sup>(2)</sup>
(\$ in millions other than per share amounts)									
January 1, 2024 - February 1, 2024									
January 1, 2024 - February 1, 2024									
January 1, 2024 - February 1, 2024									
February 2, 2024 - February 29, 2024									
March 1, 2024 - March 28, 2024									
March 29, 2024 - May 2, 2024									
March 29, 2024 - May 2, 2024									
March 29, 2024 - May 2, 2024									
May 3, 2024 - May 30, 2024									

May 31,  
2024 -  
June 27,  
2024

**Total**

- (1) 153,407 22,048 shares were transferred to us from employees in satisfaction of tax withholding obligations associated with the vesting of restricted stock awards under the Omnibus Plan. No purchases were made under our Board-approved share repurchase program.
- (2) The total authorization amount remaining under the Company's Board-approved share repurchase program is \$925.0 million. Share repurchases are currently on hold. The Amended Credit Agreement imposes additional restrictions on the Company's ability to repurchase shares.

**Item 3. Defaults Upon Senior Securities**

None

**Item 4. Mine Safety Disclosures**

Not applicable

**Item 5. Other Information**

Certain of our officers or directors have made elections to participate in, and are participating in, our dividend reinvestment plan, employee stock purchase plan and 401(k) plan and have made, and may from time to time make, elections to have shares withheld to cover withholding taxes, which may be designed to satisfy the affirmative defense conditions of Rule 10b5-1 under the Exchange Act or may constitute non-Rule 10b5-1 trading arrangements (as defined in Item 408(c) of Regulation S-K).

During the quarter ended March 28, 2024 June 27, 2024, none of our directors or officers (as defined in Rule 16a-1(f) of under the Securities Exchange Act of 1934) Act adopted, terminated, or modified a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K).

On July 30, 2024, the Board of Directors of Spirit AeroSystems Holdings, Inc. adopted the Senior Management Severance Plan ("Severance Plan"), pursuant to which employees with the title Director and above may become eligible to receive the following severance payments and benefits upon a Qualifying Termination (as defined in the Severance Plan): (i) cash severance equal to 12 months of the participant's then current annual base salary, payable in a lump sum and (ii) an additional sum equal to the cost of COBRA medical and dental benefits coverage for a period of 12 months. The benefits under the Severance Plan will be offset by statutory severance provided by applicable law and/or severance and other termination-related payments provided by the participant's employment or service agreement, as applicable. Receipt of such severance payments and benefits will be subject to the participant's timely execution and non-revocation of a release of claims in favor of Spirit AeroSystems Holdings, Inc. and its affiliates and ongoing compliance with any restrictive covenant obligations.

The foregoing description of the Severance Plan is only a summary and is qualified in its entirety by reference to the full text of the Severance Plan, a copy of which is filed as Exhibit 10.8 to this Quarterly Report and incorporated herein by reference.

**Item 6. Exhibits**

Exhibit Number	Exhibit	Incorporated by Reference to the Following Documents
<a href="#">2.1</a>	Agreement and Plan of Merger, dated June 30 2024, among Spirit AeroSystems Holdings, Inc., The Boeing Company and Sphere Acquisition Corp.	<a href="#">Current Report on Form 8-K (File No. 001-33160), filed July 1, 2024, Exhibit 2.1</a>
<a href="#">2.2†</a>	Term sheet, dated June 30, 2024, between Spirit AeroSystems, Inc. and Airbus SE.	<a href="#">Current Report on Form 8-K (File No. 001-33160), filed July 1, 2024, Exhibit 2.2</a>
3.1	Third Amended and Restated Certificate of Incorporation of Spirit AeroSystems Holdings, Inc.	<a href="#">Current Current Report on Form 8-K (File No. 001-33160), filed May 1, 2017, Exhibit 3.1</a>
3.2	Tenth Amended and Restated Bylaws of Spirit AeroSystems Holdings, Inc.	<a href="#">Current Current Report on Form 8-K (File No. 001-33160), filed January 27, 2023, Exhibit 3.1</a>
<a href="#">4.1</a>	Seventh Supplemental Indenture, dated as of June 30, 2024, among Spirit AeroSystems Holdings, Inc., Spirit AeroSystems, Inc., Spirit AeroSystems North Carolina, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee.	<a href="#">Current Report on Form 8-K (File No. 001-33160), filed July 1, 2024, Exhibit 4.1</a>
<a href="#">10.1††</a>	Amended and Restated Spirit AeroSystems Employee Stock Purchase Plan, effective as of February 26, 2024.	<a href="#">Current Current Report on Form 8-K (File No. 001-33160), filed April 29, 2024, Exhibit 10.1</a>
<a href="#">10.2†</a>	Memorandum of Agreement, dated as of April 18, 2024, between The Boeing Company and Spirit AeroSystems, Inc. (737 Production Rate Advance, MOA-65C00-9900).	<a href="#">Quarterly Report on Form 10-Q (File No. 001-33160), filed May 7, 2024, Exhibit 10.2</a>
<a href="#">10.3††</a>	Employment Agreement, dated June 5, 2024, by and between Spirit AeroSystems, Inc. and Irene M. Esteves.	<a href="#">Current Report on Form 8-K (File No. 001-33160), filed June 5, 2024, Exhibit 10.1</a>
<a href="#">10.4†</a>	Amendment 1 to Memorandum of Agreement, dated as of June 20, 2024, between The Boeing Company, Company and Spirit AeroSystems, Inc. (737 Production Rate Advance, MOA-65C00-9900).	*
<a href="#">10.50.3††</a>	Amendment 53 Time-Based Restricted Stock Unit Award Agreement, dated June 30, 2024, between Spirit AeroSystems Holdings, Inc. and Patrick M. Shanahan.	*
<a href="#">10.6</a>	Delayed-Draw Bridge Credit Agreement, dated as of June 30, 2024, among Spirit AeroSystems, Inc., as borrower, the lenders party thereto from time to Special Business Provisions MS-65530-0016, time, and Morgan Stanley Senior Funding, Inc., as administrative agent and as collateral agent.	<a href="#">Current Report on Form 8-K (File No. 001-33160), filed July 1, 2024, Exhibit 10.1</a>
<a href="#">10.7††</a>	Separation Agreement and General Release, dated March 1, 2024 July 20, 2024, by and between The Boeing Company and among Spirit AeroSystems, Inc., Spirit AeroSystems Holdings, Inc., and Alan Young.	*
<a href="#">31.1* 10.8††</a>	Spirit AeroSystems Holdings, Inc. Senior Management Severance Plan and Form of Separation and Release.	*
<a href="#">10.9††</a>	Form of Employee Retention Cash Bonus Agreement.	*
<a href="#">10.10††</a>	Form of Spirit AeroSystems Holdings, Inc. Director Indemnification Agreement.	*
<a href="#">31.1</a>	Certification of Chief Executive Officer pursuant to Section 302 of Sarbanes-Oxley Act of 2002.	*
<a href="#">31.2* 31.2</a>	Certification of Chief Financial Officer pursuant to Section 302 of Sarbanes-Oxley Act of 2002.	*
<a href="#">32.1** 32.1</a>	Certification of Chief Executive Officer pursuant to Section 906 of Sarbanes-Oxley Act of 2002.	**
<a href="#">32.2** 32.2</a>	Certification of Chief Financial Officer pursuant to Section 906 of Sarbanes-Oxley Act of 2002.	**

Exhibit Number	Exhibit	Incorporated by Reference to the Following Documents
101.INS*	Inline XBRL Instance Document- the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	*
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.	*
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	*
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.	*
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.	*
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).	
*	Filed herewith.	
**	Furnished herewith.	
†	Indicates that confidential portions of the exhibit have been omitted in accordance with the rules of the Securities and Exchange Commission.	
††	Indicates management contract or compensation plan or arrangement.	

## Signatures SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SPIRIT AEROSYSTEMS HOLDINGS, INC.

Signature	Title	Date
/s/ Mark J. Suchinski Mark J. Suchinski	Senior Executive Vice President and Chief Financial Officer (Principal Financial Officer)	May 7, August 5, 2024
Signature	Title	Date
/s/ Damon C. Ward Damon C. Ward	Vice President, Corporate Controller (Principal Accounting Officer)	May 7, August 5, 2024

56 70

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 1

TO

MEMORANDUM OF AGREEMENT

between

THE BOEING COMPANY

and

Spirit AeroSystems, Inc.

737 Production Rate Advance

MOA-65C00-9900

This **THIS AMENDMENT 1** (Amendment) to MEMORANDUM OF AGREEMENT ("MOA"), is **effective entered into** as of **April 18, 2024**, (the "Effective Date") by and **June 20, 2024** between **The Boeing Company** ("Boeing"), a Delaware corporation, and **Spirit AeroSystems, Inc.** ("Seller"), and **The Boeing Company**, a Delaware **corporation**. **Corporation (Boeing)**. Boeing and Seller sometimes are referred to herein individually as a "Party" and collectively as the "Parties."

#### RECITALS

- A. **The Parties entered into MOA number MOA-65C00-9900 on April 18, 2024(MOA).**
- B. The Parties have been in discussions regarding, among other things, the 737Master Schedule and finished goodsinventory.
- B. C. All capitalized terms used but not defined in this Amendment have the same meaningas in theMOA.
- D. The Parties wish to **memorialize their agreement on these matters in this amend the MOA in accordance with the terms as set forth below.herein.**

#### **AGREEMENT1. Agreement.**

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

- 1. 1.1 Capitalized Terms.** Capitalized terms used **Article 4 "Advances"** of the MOA is hereby deleted in its entirety and **not otherwise defined in this MOA will have replaced with** the meanings ascribed thereto in SBP MS-65530-0016 ("Sustaining SBP"), GTA BCA-65530-0016 ("Sustaining GTA"), AA-65530-0010 ("Sustaining AA"), SBP MS-65530-0019 ("787 SBP"), GTA BCA-65520-0032 ("787 GTA"), AA-65520-0026 ("787 AA"), PSAD D6-83315 ("Sustaining PSAD"), PSAD D6-83069 ("787 PSAD"), and the Memorandum of Agreement between Boeing and Spirit dated October 12, 2023 (collectively, the "Contracts"). **following:**
- 2. Applicability.** This MOA is effective as of the Effective Date and will remain in effect until each Party has discharged all of its obligations hereunder or as otherwise agreed by the Parties in writing (such period of effectiveness to be known as the "Effective Period").
- 3. Production Rate.** Seller will maintain a production rate that supports Boeing's contractual production demand.
- 4. Advances.** Subject to the satisfaction of the Conditions (as defined below), Boeing will pay to Seller, via wire transfer as an advance payment of amounts due to be paid pursuant to the Contracts, a total of **\$425,000,000; \$465,000,000**, payable as follows: no later than April 18, 2024, the fixed

sum of \$275,000,000; no later than April 29, 2024, the fixed sum of \$50,000,000; **no later than May**

1

**BOEING PROPRIETARY**



6, 2024, the fixed sum of \$100,000,000; and no later than May 6, 2024 June 21, 2024, the fixed sum of \$100,000,000 \$40,000,000 (each date an "Advance Date," each amount an "Advance," and collectively, the "Advances").

**5.1.2 Repayment.** Article 5 "Repayment" of the MOA is hereby deleted in its entirety and replaced with the following:

Seller will repay the Advances to Boeing, via wire transfer of immediately available funds, in accordance with the following payment schedule: \$36,600,000 to Boeing on June 12, 2024, \$89,500,000 to Boeing on July 17, 2024; \$40,000,000 to Boeing on July 21, 2024 or such earlier date as the parties may agree in writing; \$150,600,000 to Boeing on August 14, 2024; \$134,300,000 to Boeing on September 18, 2024; and \$14,000,000 \$50,600,000 on October 16, 2024 (each such date, a "Repayment Date").

## **2. Miscellaneous.**

**6. Use of Proceeds.** Seller acknowledges, agrees, and hereby covenants to use the Advances for the sole purpose of maintaining readiness to produce Products at the rates required by Boeing (the "Purpose"), and Seller and its affiliates shall not divert, transfer, or allocate any portion of the Advances for any 2.1. All other purpose without the prior written consent of Boeing. Seller shall use the Advances in a diligent and responsible manner toward the Purpose, and agrees to maintain accurate documentation of such use, which shall be made available to Boeing upon request. In the event that Seller fails to comply with the obligation to dedicate the Advances solely to the Purpose, Seller shall be liable to Boeing for any misused or misallocated funds. This clause shall survive the termination or expiration of this MOA.

**7. Repayment Confirmation.** Thirty days prior to each Repayment Date, Seller will submit to Boeing a written confirmation that Seller is able to and intends to make the required repayment (a "Repayment Confirmation").

**8. Acceleration of Repayment Obligation.** In the event that, at any time prior to repayment in full of the Advances by Seller in accordance with Section 5 of this MOA, any of the following occurs, all amounts that remain outstanding to Boeing pursuant to Section 5 of this MOA as of such time shall immediately become due and payable in full:

- a. Seller fails to make any repayment in full on the Repayment Date set forth in Section 5 above;
- b. Seller fails to submit a satisfactory Repayment Confirmation as required under Section 7 above;
- c. Seller (i) repudiates any performance obligation under the Contracts; or (ii) materially breaches, or repudiates any performance obligation under, this MOA or any other agreement between the parties arising after the date hereof; or
- d. Any of the enumerated Events of Default described in the article 13.1.G of the Sustaining GTA or 8.1.F of the 787 GTA occurs, either as to Seller, Spirit AeroSystems Holdings, Inc., or any of their respective subsidiaries (collectively, the "Seller Group").

**9. Financial Reporting.** Following the Effective Date and continuing until the later of (a) October 31, 2024 and (b) the last day of the month in which the Advances are fully repaid (the "Accommodation Period"), Seller shall, on a weekly basis, provide Boeing a 13-week cash flow forecast, prior week variance analysis, and monthly direct cash flow forecast for the Seller Group (such information, collectively, the "Financial Reports"). Such reports should include all receipts and disbursements segregated by customer and/or program or such

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other methodology as the Parties may agree. At all times during the Accommodation Period, Seller shall, and shall cause its representatives to, (i) at Boeing's request, provide to Boeing and its representatives a reasonably detailed explanation of, and reasonable supporting documentation used in preparing the Financial Reports and (ii) promptly respond to all questions and requests for additional information made by Boeing and its representatives, in each case, regarding the Financial Reports and the information contained therein. If any Financial Reports contain competitively sensitive information regarding a Boeing competitor, Boeing will implement appropriate clean team procedures to limit the disclosure of that information within Boeing.

**10. Conditions.** Notwithstanding anything to the contrary in this MOA, the Parties acknowledge and agree that Boeing's obligation to advance the amounts in Section 4 of this MOA are subject to the following conditions ("Conditions"): Seller shall provide to Boeing an operational plan that contemplates Boeing's [\*\*\*\*] production rate no later than April 18, 2024; Seller shall provide to Boeing a financial forecast consistent with the above operational plan no later than April 17, 2024; and at all times prior to the applicable Advance Date, Seller shall have complied with its financial reporting obligations pursuant to Section 9 of this MOA,

including by providing Financial Reports in form and substance satisfactory to Boeing, together with such supporting documentation as may be requested by Boeing in connection therewith.

11. **Additional Boeing Remedies.** In addition to all remedies available to Boeing under this MOA, under the Contracts, or under any other agreement between the Parties, at law, or in equity—all of which are expressly reserved—Boeing will have the right to set off any unpaid amount due and payable to Boeing pursuant to this MOA from any amount owed to Seller under the Contracts or payable to Seller or any third party in connection with any other agreement between the Parties.

12. **Representations and Warranties by Seller.** Seller hereby represents and warrants to Boeing that the following representations are true and complete as of the Effective Date and the date of each Advance:

- a. **Due Incorporation, Qualification, etc.** Seller (i) is a corporation, limited liability company or limited partnership, as applicable duly organized, validly existing and in good standing under the laws of its jurisdiction of formation; (ii) has the power and authority to own, lease and operate its properties and carry on its business as now conducted; and (iii) is duly qualified, licensed to do business and in good standing as a foreign corporation in each jurisdiction where the failure to be so qualified or licensed could reasonably be expected to have a material adverse effect on the Seller Group.
- b. **Authority.** Seller has all corporate authority necessary to authorize, execute and deliver this MOA, and perform its obligations hereunder.
- c. **Enforceability.** The MOA has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

d. **Non-Contravention.** Seller's execution and delivery provisions of the MOA remain unchanged and the performance and consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of incorporation and bylaws or other governing documents of Seller (collectively, the "Organizational Documents") or any material judgment, order, writ, decree, statute, rule or regulation applicable to Seller; (ii) violate any provision of, or result in the breach or the acceleration of, or entitle any other person to accelerate (whether after the giving of notice or lapse of time or both), any material mortgage, indenture, agreement, instrument or contract to which such Seller is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of Seller or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to Seller, its business or operations (including the business and operations of its wholly owned subsidiaries), or any of its assets or properties, except as would not reasonably be expected to (x) have a material and adverse effect on the Seller or (y) prevent, delay or otherwise impair Seller's ability to perform its obligations under this MOA, the Contracts or any other agreement entered into by the Parties after the date hereof.

e. **Approvals.** No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or other person is required in connection with the execution and delivery of this MOA by Seller and the performance and consummation of the transactions contemplated hereby, other than such as have been obtained and remain in full force and effect and other than such qualifications or filings under applicable securities laws as may be required in connection with the transactions contemplated by this Agreement.

13. **Complete Agreement.** This MOA constitutes the complete 2.2. Boeing may periodically consolidate this Amendment and exclusive agreement between the Parties with respect to the Advances and supersedes all previous agreements between amendments into the Parties relating thereto, whether written or oral. For the avoidance of doubt, this MOA does not relate to any other advance or support provided by Boeing to Seller. Except as expressly provided in this MOA, all other terms and conditions of the Contracts remain in full force and effect. Moreover, the terms of the Contracts shall remain in full force and effect, unmodified by this MOA, after the Effective Period.

14. **Assignment.** The rights and obligations described herein cannot be assigned, in whole or in part, without the prior written consent of Boeing.

15. **Disputes.** Any Dispute that arises under this MOA shall be addressed in accord with the Disputes provision of the Sustaining GTA.

16. **Governing Law and Jurisdiction.** This MOA is governed by the laws of the state of Washington, exclusive of Washington's conflict of laws principles. This MOA excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Boeing and Seller hereby irrevocably consent

to and submit themselves exclusively to the jurisdiction of the applicable courts of King County, Washington, and the federal courts of Washington State for the purpose of any suit, action, or other judicial proceeding arising out of or connected with this MOA. Boeing and Seller hereby waive and agree not to assert by way of motion, as a defense, or otherwise, in any such suit, action, or proceeding, any claim that (a) Boeing and Seller are not personally subject to the jurisdiction of the above-

named courts, (b) the suit, action or proceeding is brought in an inconvenient forum, or (c) the venue of the suit, action, or proceeding is improper.

17. **Confidential Treatment.** The information contained herein is confidential business information. The Parties will limit the disclosure of this MOA's contents to employees with a need to know and who understand that they are not to disclose its contents to any other person or entity without the prior written consent of the other Party. Notwithstanding the above, the Parties may file this MOA with the SEC, if legally required to do so, but must give the other Party two business days advance written notice and will omit confidential information as permitted by applicable law as appropriate after providing such Party the opportunity to provide comments. Nothing in this section will prevent either Party from making reasonable disclosures concerning this MOA during the course of its earnings calls.

18. **Interpretation.** Each Party has had the opportunity to draft, review, and edit this MOA. Accordingly, no presumption for or against either Party arising out of drafting all or any part of this MOA will be applied in any action relating to or arising from this MOA; and the Parties hereby waive the benefit of any statute or common law rule providing that in cases of uncertainty language of a contract should be interpreted against the Party who caused the uncertainty to exist. **administrative purposes.**

EXECUTED as of the Effective Date by the duly authorized representatives of the Parties.

THE BOEING COMPANY

SPIRIT AEROSYSTEMS, INC.

By: /s/ Ihssane Mounir

Name: Ihssane Mounir

Title: Senior Vice President

Date: 4/18/2024


By: /s/ Mark Suchinski

Name: Mark Suchinski

Title: Senior Vice President and CFO

Date: 4/18/2024

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.

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AMENDMENT 53

TO

SPECIAL BUSINESS PROVISIONS

(SBP) MS-65530-0016

BETWEEN

THE BOEING COMPANY

AND

SPIRIT AEROSYSTEMS, INC.

This Amendment 53 (**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 52, entered into on December 21, 2023.
- C. All capitalized terms used but not defined in this Amendment have the same meaning as in the Agreement.
- D. The Parties wish to amend the SBP as set forth herein.

**BOEING PROPRIETARY**

Page 1

PP-65C00-124064

#### 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"

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
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

Amendment 53 to  
SBP MS-65530-0016

BOEING PROPRIETARY

Page 2

PP-65C00-124064

Amendment Number	Description	Effective Date	Approval
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. Grant
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
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

Amendment 53 to  
SBP MS-65530-0016

BOEING PROPRIETARY

Page 3

PP-65C00-124064

Amendment Number	Description	Effective Date	Approval
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. SPB 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
53	SBP Attachment 1, Exhibit D.1 is deleted and replaced in its entirety. SBP Attachment 1, Exhibit E.2 is deleted and replaced in its entirety.	3/1/2024	J. Kang D. Currie

Amendment 53 to  
SBP MS-65530-0016

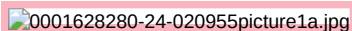
BOEING PROPRIETARY

Page 4

PP-65C00-124064

2. SBP Attachment 1 – Exhibit D.1 Pricing. SBP Attachment 1 – Exhibit D.1 is hereby deleted in its entirety and replaced as follows:

**"Attachment 1 Exhibit D.1**  
767 Detailed Part List Pricing  
(Excludes Loose Ship Parts)



#### 767 Freighter Price Adjustment – Section 41

Beginning with Line Unit [\*\*\*\*], for [\*\*\*\*] 767 Freighter Section 41 End Item deliveries, a price increase adjustment will be made to 767 Freighter Section 41 End Item part number 141T0020-901SCP. For these deliveries, the 767 Freighter Section 41 Price as listed in the Product pricing table above will be increased by the amount in Table 1 below:

Table 1

Product	End Item Part Number	Price Adjustment	Units Subject to Price Adjustment*
767 Tanker S41	141T0020-901SCP	****	****
767 Tanker S41	141T0020-901SCP	****	****
767 Tanker S41	141T0020-901SCP	****	****
767 Tanker S41	141T0020-901SCP	****	****

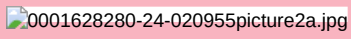
\* Line Unit \*\*\*\* = Unit 1  
 By way of example, the \*\*\*\* 767 Section 41 Freighter unit delivered from and including Line Unit \*\*\*\* will receive a price increase of \*\*\*\* to the 767 Section 41 Freighter Price. For the avoidance of doubt, the Table 1 price increase adjustment will expire after delivery of the \*\*\*\* 767 Section 41 Freighter unit beginning with Line Unit \*\*\*\*."

PP-65C00-124064

3. SBP Attachment 1 – Exhibit E.2 Pricing. SBP Attachment 1 – Exhibit E.2 Pricing is hereby deleted in its entirety and replaced as follows:

"Attachment 1 Exhibit E.2

767-2C Tanker Specific End Item Pricing



767 Tanker Price Adjustment – Section 41

Beginning with Line Unit \*\*\*\*, for \*\*\*\* 767 Tanker Section 41 End Item deliveries, a price reduction adjustment will be made to 767 Tanker Section 41 End Item part number 141T0020-903SCP. For these deliveries, the 767 Tanker Section 41 Price as listed in the Product pricing table above will be decreased by the amount in Table 1 below.

Table 1

Product	End Item Part Number	Price Adjustment	Units Subject to Price Adjustment*
767 Tanker S41	141T0020-903SCP	****	****
767 Tanker S41	141T0020-903SCP	****	****
767 Tanker S41	141T0020-903SCP	****	****
767 Tanker S41	141T0020-903SCP	****	****

\* Line Unit \*\*\*\* = Unit 1  
 By way of example, the \*\*\*\* 767 Section 41 Tanker unit delivered from and including Line Unit \*\*\*\* will receive a price reduction of \*\*\*\* from the 767 Section 41 Tanker Price. For the avoidance of doubt, the Table 1 price reduction adjustment will expire after the \*\*\*\* Tanker unit delivered beginning with Line Unit \*\*\*\*."

4. Miscellaneous.

- 4.1 All other provisions of the SBP 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.



PP-65C00-124064

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.

By: /s/ Ihssane Mounir  
Name: Ihssane Mounir  
Title: Senior Vice President  
Date: 6/20/2024

By: /s/ Irene Esteves  
Name: Irene Esteves  
Title: Senior Vice President and CFO  
Date: 6/20/2024

BOEING PROPRIETARY

2

SPIRIT AEROSYSTEMS HOLDINGS, INC.  
AMENDED AND RESTATED 2014 OMNIBUS INCENTIVE PLAN  
TIME-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

Grantee: Patrick Shanahan  
Award: 272,573 Restricted Stock Units  
Grant Date: 30-June-2024  
Fair Market Value on Grant Date: \$32.87 USD

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**"), contingent upon, and effective as of, the approval by the Company's Board of Directors (the "**Board**") of that certain Agreement and Plan of Merger (the "**Merger Agreement**"), among the Company, The Boeing Company, a Delaware corporation ("**Parent**"), and a direct, wholly owned merger subsidiary of Parent ("**Merger Sub**"), pursuant to which, among other things and subject to the terms and conditions therein, Merger Sub will be

merged with and into the Company (the “**Merger**”). Each Restricted Stock Unit represents the right to receive one Share, subject to the terms and conditions set forth in this Award Agreement, 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 on the earlier of (a) the one-year anniversary of the Grant Date and (b) the consummation of the Merger, subject to the Grantee’s continued employment by the Company or an Affiliate of the Company through the earlier of such dates, following the Grant Date pursuant to the following vesting schedule:

<u>Years of Service After the Grant Date</u>	<u>Vested Percentage</u>
Less than 1	0%
1; or consummation of the Merger, if earlier	100%

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 or (b) upon the Grantee’s death or Disability, in accordance with Paragraph 6 below (but in all cases, no later than 60 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 2 or Paragraph 6 and Section 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 outstanding, unvested Restricted Stock Units.

7. **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.

-2-

Date of Grant is the Vesting Schedule Commencement Date

8. **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.

9. **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

-3-

Date of Grant is the Vesting Schedule Commencement Date

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.

10. **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;

-4-

Date of Grant is the Vesting Schedule Commencement Date

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.

11. **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.

12. **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.

13. **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.

14. **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

-5-

Date of Grant is the Vesting Schedule Commencement Date

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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.

15. **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.

16. **Language.** The Grantee acknowledges that he 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.

17. **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.

18. **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.

19. **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

-6-

Date of Grant is the Vesting Schedule Commencement Date

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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.

20. **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.

-7-

Date of Grant is the Vesting Schedule Commencement Date

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SPIRIT PROPRIETARY

IN WITNESS WHEREOF, SPIRIT AEROSYSTEMS HOLDINGS, INC. has caused this Award Agreement to be duly executed and delivered as of the Grant Date.

By: /s/ Jason Kang Justin Welner  
SPIRIT AEROSYSTEMS HOLDINGS, INC.  
Name: Justin Welner  
Title: Senior VP, Chief Administration  
Officer and Chief Compliance Officer

#### SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (the "**Agreement**") is made and entered into as of this 20<sup>th</sup> day of July, 2024, by and among Spirit AeroSystems, Inc. (the "**Company**"), Spirit AeroSystems Holdings, Inc., the parent of the Company (the "**Parent**"), and Alan Young (the "**Executive**").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Separation.** Effective as of July 18, 2024 (the "**Separation Date**"), the Executive is no longer employed by the Company as its Senior Vice President, Chief Procurement Officer and no longer holds any and all other positions he held as an officer or director of the Company or any of its subsidiaries or as an officer of the Parent. In accordance with Section 6(d) of the Employment Agreement between the Company and the Executive, dated as of October 1, 2013 (the "**Employment Agreement**"), no other action is required for these separations to be effective.

2. **Consideration in Settlement.** In consideration of (i) the release of all claims described below in Paragraph 4, (ii) the Covenant Not to Sue in Paragraph 5, (iii) non-disparagement provision in Paragraph 6, (iii) the protective agreement described in Paragraph 7, (iv) the agreement of future cooperation in Paragraph 16, and (v) the other terms of this Agreement, the Company agrees to compensate the Executive as follows (subject in all cases to Paragraph 2(g) of this Agreement):

(a) **Separation Payments.** The Company shall pay the Executive the sum of \$475,000 (the "**Separation Payment**"), which comprises an amount equivalent to one year of the Executive's current annual base salary of \$455,000 and an additional sum of \$20,000 to assist with

costs associated with continuation of coverage pursuant to Part 6 of Title I of ERISA and Section 4980B of the Internal Revenue Code of 1986, as amended (“**COBRA**”), consistent with Company policy and federal law, or to use as Executive otherwise sees fit. The Separation Payment shall be payable in a lump sum amount to be paid to the Executive on the Company's first payroll date, as administratively practicable, after the Effective Date.

(b) **Award Equivalent**. The Company shall pay the Executive a lump sum amount of \$396,450 in recognition of various long-term incentive awards that will be forfeited in accordance with their terms, to be paid on the Company's first payroll date, as administratively practicable, after the Effective Date.

(c) **Transition Services**. The Company shall pay the Executive a lump sum amount of \$50,000 for Executive to obtain transition services, to be paid on the Company's first payroll date, as administratively practicable, after the Effective Date.

(d) **Benefit Plans**. Following the Separation Date, the Executive shall be entitled to receive (i) his account balance and accrued benefit, as applicable, under the Parent's

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Retirement and Savings Plan and (ii) his matching contribution and account balance, as applicable, under the Parent's Deferred Compensation Plan, each in accordance with the terms of such plans.

(e) **Taxes**. The Company and the Executive acknowledge and agree that all payments made hereunder constitute “wages” for purposes of FICA, FUTA and income tax withholding and such taxes shall be withheld, as well as any other withholdings that are typically deducted from wages, as to any payments made under this Agreement.

(f) **Other Continuing Rights**. The Executive agrees that, except for his accrued base salary earned through the Separation Date and the payments outlined above in this Paragraphs 2 or 3, he has been paid all other compensation due to him, including but not limited to all salary, bonuses, deferred compensation, incentives and all other compensation of any nature whatsoever. Except as set forth above, no other sums (contingent or otherwise) shall be paid to the Executive in respect of his employment by the Company or the Parent, and any such sums (whether or not owed) are hereby expressly waived by the Executive.

(g) **Contingent Entitlement**. The Executive acknowledges and agrees that his entitlement to payments under Paragraph (2)(a) through (c) shall be conditioned on his continuing compliance with Paragraphs 4, 5, 6, 7, 11(c) and 16 of the Agreement. The Executive's violation of any obligation within Paragraphs 4, 5, 6, 7, 11(c) or 16 shall terminate the Company's obligation to continue to make payments in accordance with Paragraph 2(a) through (c).

3. **Reimbursement of Expenses**. The Company shall reimburse the Executive for any and all business expenses to which he is entitled to reimbursement under the Company's expense reimbursement policies and procedures in effect on the date hereof. All expenses for reimbursement shall be submitted within thirty (30) days from the date of this Agreement, and the Company shall process such expenses promptly. Any expenses submitted after this thirty (30) day period will not be paid.

Executive shall remain and be held personally responsible to pay the balance of any personal expenses charged to a Company credit card

4. **General Release**. As a material inducement to the Company and the Parent to enter into this Agreement and in consideration of the payments to be made by the Company and the Parent to the Executive in accordance with Paragraph 2 above, the Executive, on behalf of himself, his representatives, agents, estate, heirs, successors and assigns, and with full understanding of the contents and legal effect of this Agreement and having the right and opportunity to consult with his counsel, releases and discharges the Company, the Parent, and their respective shareholders, officers, directors, supervisors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, divisions, subsidiaries, affiliates and all employee benefit plans sponsored or contributed to by the Company or the Parent (including any fiduciaries thereof), and all related entities of any kind or nature, and its and their predecessors, successors, heirs, executors, administrators, and assigns (collectively, the “**Released Parties**”) from any and all claims, actions, causes of action, grievances, suits,



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charges, or complaints of any kind or nature whatsoever, that he ever had or now has (through the Separation Date), whether fixed or contingent, liquidated or unliquidated, known or unknown, suspected or unsuspected, and whether arising in tort, contract, statute, or equity, before any federal, state, local, or private court, agency, or other entity, regardless of the relief or remedy; provided, however, and subject to Paragraphs 5 and 8 below, the Agreement is not intended to and does not limit the Executive's right to file a charge or participate in an investigative proceeding of the Equal Employment Opportunity Commission ("EEOC") or another governmental agency. Without limiting the generality of the foregoing, it being the intention of the parties to make this release as broad and as general as the law permits, this release specifically includes, but is not limited to, and is intended to explicitly release: any claims under the Employment Agreement; and any and all subject matter and claims arising from any alleged violation by the Released Parties under the Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act of 1990; the Fair Labor Standards Act; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866, as amended by the Civil Rights Act of 1991 (42 U.S.C. § 1981); the Rehabilitation Act of 1973, as amended; the Employee Retirement Income Security Act of 1974, as amended (whether such subject matter or claims are brought on an individual basis, a class representative basis, or otherwise on behalf of an employee benefit plan or trust); the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act, the Kansas wage payment statutes, and other similar state or local laws; the Americans with Disabilities Act; the Family and Medical Leave Act; the Genetic Information Nondiscrimination Act of 2008; the Worker Adjustment and Retraining Notification Act; the Equal Pay Act; Executive Order 11246; Executive Order 11141; and any other statutory claim, tort claim, employment or other contract or implied contract claim, or common law claim for wrongful discharge, breach of an implied covenant of good faith and fair dealing, defamation, invasion of privacy, or any other claim, arising out of or involving his employment with the Company, his services to the Parent, the termination of his employment with the Company, or involving any other matter.

The Executive further acknowledges that he is aware that statutes exist that render null and void releases and discharges of any claims, rights, demands, liabilities, action and causes of action which are unknown to the releasing or discharging party at the time of execution of the release and discharge. The Executive hereby expressly waives, surrenders and agrees to forego any protection to which he would otherwise be entitled by virtue of the existence of any such statute in any jurisdiction including, but not limited to, the State of Kansas. The foregoing notwithstanding, the Company and the Parent hereby acknowledge and agree that the foregoing release shall not apply with respect to the Executive's right (i) to enforce the terms of this Agreement and (ii) to indemnification as an officer and director of the Company and the Parent in accordance with the Company's and the Parent's certificate of incorporation and bylaws and to continued coverage under the Company's and its Parent's Directors and Officers liability insurance policies as in effect from time to time, all as applicable.

**5. Covenant Not to Sue.** The Executive, for himself, his heirs, executors, administrators, successors and assigns agrees not to bring, file, claim, sue or cause, assist, or permit to be brought, filed, or claimed any action, cause of action, or proceeding regarding or in any way related to any of the claims described in Paragraph 4 above, and further agrees that this

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Agreement will constitute and may be pleaded as, a bar to any such claim, action, cause of action or proceeding. If the Executive files a charge or participates in an investigative proceeding of the EEOC or another governmental agency, or is otherwise made a party to any proceedings described in Paragraph 4 above, the Executive will not seek and will not accept any personal equitable or monetary relief in connection with such charge or investigative or other proceeding.

**6. No Disparaging, Untrue Or Misleading Statements.** Executive represents that he has not made, and agrees that he will not make, to any third party any disparaging, untrue, or misleading written or oral statements about or relating to the Company, or its products or services, or about or relating to any officer, director, agent, employee, or other person acting on the Company's behalf. The Company agrees to use reasonable efforts to ensure that its "named executive officers", as such term is defined under Item 402 of Regulation S-K promulgated by the Securities and Exchange Commission will not make, to any third party any disparaging, untrue, or misleading written or oral statements about or relating to Executive. The foregoing provision shall not be effective with respect to any information required to be disclosed by the Executive, Company or named executive officers by the order of a court or administrative agency, subpoena or other legal or administrative demand, or as permitted within Paragraph 8.



7. Protective Agreement. The Executive acknowledges and agrees that he shall continue to be bound by the terms and conditions of Section 4 of the Employment Agreement, the terms of which are incorporated herein by reference.

8. Permitted Activities. Notwithstanding any other provision of this Agreement or the Employment Agreement, nothing in this Agreement is intended to, or does, preclude Executive from (i) contacting, reporting to, responding to an inquiry from, filing a charge or complaint with, communicating with, or otherwise participating in an investigation conducted by, the EEOC, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local governmental agency, commission, or regulatory body; (ii) giving truthful testimony or making statements under oath in response to a subpoena or other valid legal process or in any legal proceeding; (iii) otherwise making truthful statements as required by law or valid legal process; (iv) engaging in any concerted or other legally protected activities; or (v) disclosing a trade secret in confidence to a governmental official, directly or indirectly, or to an attorney, if the disclosure is made solely for the purpose of reporting or investigating a suspected violation of law.

Furthermore, notwithstanding the provisions herein, the Executive is hereby notified that the immunity provisions in Section 1833 of title 18 of the United States Code provide that an individual cannot not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Executive likewise understands that, if the Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Executive may disclose the Company's

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trade secret(s) to his attorney and use the trade secret information in the court proceeding, if the Executive (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

9. Severability. If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, then such provision shall be construed and/or modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be. The parties further agree to seek a lawful substitute for any provision found to be unlawful; provided, that, if the parties are unable to agree upon a lawful substitute, the parties desire and request that a court or other authority called upon to decide the enforceability of this Agreement modify the Agreement so that, once modified, the Agreement will be enforceable to the maximum extent permitted by the law in existence at the time of the requested enforcement.

10. Waiver. A waiver by the Company of a breach of any provision of this Agreement by the Executive shall not operate or be construed as a waiver or estoppel of any subsequent breach by the Executive. No waiver shall be valid unless in writing and signed by an authorized officer of the Company.

11. Miscellaneous Provisions.

(a) [Reserved]

(b) Representation. The Executive represents and certifies that he has carefully read and fully understands all of the provisions and effects of this Agreement, has knowingly and voluntarily entered into this Agreement freely and without coercion, and acknowledges that the Company advised him to consult with an attorney prior to executing this Agreement. The Executive is voluntarily entering into this Agreement and neither the Company nor its employees, officers, directors, representatives, attorneys or other agents made any representations concerning the terms or effects of this Agreement other than those contained in the Agreement itself and the Executive is not relying on any statement or representation by the Company or any other Released Parties in executing this Agreement. The Executive is relying on his own judgment and that of his attorney to the extent so retained. The Executive also specifically affirms that this Agreement clearly expresses his intent to waive fraudulent inducement claims, and that he disclaims any reliance on representations about any of the specific matters in dispute.

(c) Return to Property. On the Separation Date or a date agreed to by the parties, the Executive shall return to the Company all of the Company's and the Parent's and their respective subsidiaries property that is in the Executive's possession, custody or control, including, without

limitation, (i) all keys, access cards, badges, credit cards, mobile devices, computer hardware, computer software, data, materials, documents, records, policies, client and customer information, marketing information, design information, specifications and plans, data

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base information and lists, and any other property or information of the Company, the Parent and their subsidiaries (whether those materials are in paper or computer-stored form), and (ii) all documents and other property containing, summarizing, or describing any Confidential Information (as defined in the Employment Agreement), including all originals and copies.

12. **Complete Agreement.** This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements or understandings, whether oral or written, between the parties pertaining to actual or potential claims arising from the Executive's employment with the Company and the Parent, or the termination of the Employment Agreement; and provided, further, that all obligations and rights arising under Sections 4 and 6(d) of the Employment Agreement, which are incorporated by reference herein, shall not be superseded and shall remain in full force and effect. The Company's payment obligations under this Agreement shall become effective on the Effective Date, defined below, and are contingent upon the Executive's compliance with his obligations hereunder. The Executive expressly warrants and represents that no promise or agreement which is not herein expressed has been made to him in executing this Agreement. The Executive further expressly represents and warrants that he will not hereafter seek reinstatement or re-employment with the Company, the Parent or any of their respective subsidiaries or affiliates.

13. **No Pending Lawsuits.** The Executive represents that he has no lawsuits, claims or actions pending in his name, or on behalf of any other person or entity, against the Company or any of the Released Parties.

14. **No Admission of Liability.** The Executive understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by the Executive. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to the Executive or any third party.

15. **Repayment.** If the Executive or his heirs, executors, administrators, successors or assigns (a) is in breach of or breaches Paragraphs 4, 5, 6, 7 11(c) or 16 of this Agreement, (b) attempts to challenge the enforceability of this Agreement, or (c) files a charge of discrimination, a lawsuit of any kind or nature against one or more of the Released Parties, or a claim of any kind or nature against one or more of the Released Parties, the Executive or his heirs, executors, administrators, successors or assigns shall be obligated to tender back to the Company, as a contractual remedy hereunder, all payments made to him or them under Paragraph 2 of this Agreement, or any amount of actual damages proven by the Company, if greater. Further, the Executive shall indemnify and hold harmless the Company, its shareholders, employees, officers, directors and other agents from and against all claims, damages, demands, judgments, losses, costs and expenses, including attorneys' fees, or other liabilities of any kind or nature arising out of said breach, challenge or action by the Executive, his heirs, executors, administrators, successors or assigns. The Company and the Executive acknowledge that the remedy set forth hereunder is not to be considered a form of liquidated damages and the tender back shall not be the exclusive remedy hereunder.

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16. **Future Cooperation.** Upon request, Executive agrees to provide assistance and cooperation, without the necessity of subpoena, in any matter or matters (including but not limited to any regulatory, law enforcement or judicial investigations or proceedings, mediations, arbitrations or lawsuits, any claim negotiations with customers or suppliers, or otherwise) of which the Company identifies Executive as potentially having knowledge (or otherwise relating to Executive's expertise or experience), where deemed appropriate by the Company, including providing information, preparing

for, and/or attending any hearing or proceeding (whether relating to the Company's defense or prosecution of any existing or future actions, arbitrations, claims or litigations or otherwise). The Company will reimburse Executive for the reasonable costs and expenses in connection therewith, such as travel or lost compensation, provided however that such reimbursements (i) are not intended to influence in any way the testimony Executive gives under oath, and Executive agrees to testify truthfully and (ii) do not encompass attorney's fees incurred by Executive. The Company's agreement to reimburse Executive through this Agreement is not based, conditioned or contingent in any way on the substance, content or efficacy of Executive's testimony, or the outcome of any particular matter.

17. Amendment. This Agreement may not be altered, amended, or modified except in writing signed by both the Executive and the Company.

18. Joint Participation. The parties hereto participated jointly in the negotiation and preparation of this Agreement, and each party has had the opportunity to obtain the advice of legal counsel and to review and comment upon the Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one party and in favor of the other.

19. Time in Which to Consider. The Executive shall have twenty-one (21) days in which to consider this Agreement, although the Executive may accept this Agreement at any time prior to the expiration of such twenty-one (21)-day period. Any changes to this Agreement, whether material or immaterial, do not restart the running of the consideration period.

20. Revocation and Effective Date. The Executive may revoke any acceptance of this Agreement within seven (7) days, and this Agreement shall not become binding or enforceable until this seven (7) day period has expired without the Executive having so revoked. This Agreement shall become effective on the eighth (8th) day following the Executive's signing of this Agreement (the "**Effective Date**"). To revoke this Agreement, the Executive must provide a signed written notice of revocation addressed to Mindy McPheeters, Spirit Senior Vice President, General Counsel & Corporate Secretary, 3801 S. Oliver St., Wichita, Kansas 67210, postmarked or placed for delivery by a common carrier for overnight delivery no later than the seventh (7th) day after the Executive executes this Agreement.

21. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas, and any court action commenced to enforce this Agreement shall have as its sole and exclusive venue the County of Sedgwick, Kansas. In addition, the Executive and the Company waive any right he or it may otherwise have to a trial by jury in any action to enforce the terms of this Agreement.

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22. Execution of Agreement. This Agreement may be executed in counterparts, each of which shall be considered an original, but which when taken together, shall constitute one Agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine or by PDF file (portable document format file), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the originally signed version delivered in person. At the request of any party hereto, each other party shall re-execute original forms hereof and deliver them to all other parties.

PLEASE READ THIS AGREEMENT AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, INCLUDING THOSE UNDER THE FEDERAL AGE DISCRIMINATION IN EMPLOYMENT ACT, AND OTHER FEDERAL, STATE AND LOCAL LAWS PROHIBITING DISCRIMINATION IN EMPLOYMENT.

THE EXECUTIVE acknowledges and understands that he has been afforded twenty-one (21) days to consider the Agreement and to have the Agreement reviewed by AN attorney, if he so chooses. THE EXECUTIVE further understands that he has seven (7) days to revoke the Agreement after the date she signs the Agreement.

IN WITNESS WHEREOF, the Executive, the Company and the Parent have voluntarily signed this Separation Agreement and General Release consisting of eight (8) pages effective as of the Effective Date.

SPIRIT AEROSYSTEMS, INC.

Alan Young

By: /s/ Justin T. Welner  
Senior Vice President, Chief Administration and Compliance  
Its: Officer

/s/ Donald Currie Alan W. Young

Signature  
Jason Kang SPIRIT AEROSYSTEMS HOLDINGS, INC.

Signature 7/20/24

Donald Currie

Printed name By: /s/ Jason P. Hohl

Printed name

Procurement Agent

Senior Manager, Contracts

Title Its: Vice President, Human Resources

Title

3/1/2024

3/1/2024

Date

Date

SPIRIT AEROSYSTEMS HOLDINGS, INC.

SENIOR MANAGEMENT SEVERANCE PLAN

The Spirit AeroSystems Holdings, Inc. Senior Management Severance Plan is established as of the Effective Date. The purpose of the Plan is to provide severance benefits to eligible employees of the Company who incur certain terminations of employment as described herein. The Plan, as a "severance pay arrangement" within the meaning of Section 3(2)(B)(i) of ERISA, is intended to be excepted from the definitions of "employee pension benefit plan" and "pension plan" set forth under Section 3(2) of ERISA, and is intended to meet the descriptive requirements of a plan constituting a "severance pay plan" within the meaning of regulations published by the Secretary of Labor at Title 29, Code of Federal Regulations §2510.3-2(b). This Plan document also is the Summary Plan Description for the Plan.

SECTION 1. DEFINITIONS. As hereinafter used:

- 1.1 "Administrator" or "Plan Administrator" shall mean the Compensation Committee of the Board of Directors of the Company or a designee thereof.
- 1.2 "Annual Compensation" shall mean a Participant's annual regular base salary or annualized regular rate of compensation as in effect on the Participant's Termination Date, excluding any bonus or other variable pay, commissions, overtime pay and fees payable to the Participant; provided, for Participants whose regular rate of compensation is calculated based on the number of hours worked each week, "annualized regular rate of compensation" shall be determined based on the Participant's average hours worked per week over the preceding fifty-two (52) weeks, not to exceed forty (40) hours worked per week, multiplied by the Participant's regular hourly rate of compensation multiplied by fifty-two (52).
- 1.3 "Cause" shall have the meaning set forth in the Spirit AeroSystems Holdings, Inc. 2014 Amended and Restated Omnibus Incentive Plan, effective as of April 26, 2023, as may be amended from time to time.
- 1.4 "Change in Control" shall have the meaning set forth in the Spirit AeroSystems Holdings, Inc. 2014 Amended and Restated Omnibus Incentive Plan, effective as of April 26, 2023, as may be amended from time to time.
- 1.5 "COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the underlying Treasury Department regulations.
- 1.6 "Code" shall mean the Internal Revenue Code of 1986, as amended, and the underlying Treasury Department regulations.

1.7 "Company" shall mean Spirit AeroSystems Holdings, Inc., a Delaware corporation, and, except as the context otherwise requires, its affiliates and wholly-owned subsidiaries and any successor by merger, acquisition, consolidation or otherwise that assumes the obligations of the Company under the Plan.

1.8 "Effective Date" shall mean July 30, 2024.

1.9 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, and the underlying Department of Labor regulations.

1.10 "Good Reason" shall mean a termination of employment or service with the Company or an affiliate by the Participant within ninety (90) days after (i) a material diminution in such Participant's base compensation, (ii) relocation of such Participant's principal office to a location that is greater than fifty (50) miles from the location of such Participant's principal office immediately before such relocation, (iii) any action or inaction with respect to the terms and conditions of the Participant's service that constitutes a material breach by the Company or an affiliate of any written agreement between such Participant and the Company or (iv) only with respect to any "officer" of the Company as defined in Section 16 of the Securities Exchange Act of 1934, as amended, a material diminution in such Participant's authority, duties or responsibilities or associated job title (each of clauses (i), (ii), (iii) and (iv), as applicable, a "Good Reason Event"), so long as, with respect to any Good Reason Event, the Participant has, within thirty (30) days after the occurrence of such Good Reason Event, notified the Company of the Participant's intent to terminate as a result of such Good Reason Event and within thirty (30) days after receipt of that notice, the Company has not cured such Good Reason Event.

1.11 "Participant" shall mean each full-time employee of the Company or a subsidiary of the Company that holds a position at the level of Director and above; provided, that the term "Participant" shall not include any employee who is party to any written employment agreement that provides for the same or greater severance payments and benefits than those provided herein, or an employee who is entitled to the same or greater severance payments and benefits than those provided herein as required by local law. If there is any question as to whether an employee is deemed a Participant for purposes of the Plan, the Chief Administration & Compliance Officer of the Company shall make the determination.

1.12 "Plan" shall mean, collectively, this Spirit AeroSystems Holdings, Inc. Senior Management Severance Plan and Summary Plan Description, as set forth herein, as it may be amended from time to time.

1.13 "Qualifying Termination" shall mean a termination of employment with the Company either (a) by the Company or an affiliate without Cause or (b) by the Participant for Good Reason.

1.14 "Qualifying Termination Date" shall mean the date on which a Participant incurs a Qualifying Termination.

1.15 "Separation Agreement and Release" shall mean the Separation Letter Agreement and Release substantially in the form attached hereto as Exhibit A.

1.16 "Termination Date" shall mean the date on which a Participant's employment with the Company terminates for any reason.

1.17 "WARN Act" shall mean the Worker Adjustment and Retraining Notification Act of 1988 or any similar state or local law that requires advanced notice to employees in the event of a closing or layoff.

## SECTION 2. SEVERANCE BENEFITS.

2.1 Separation Payments. Subject to the terms of the Plan, including Section 2.4, and Section 2.5 hereof, the Company or an affiliate thereof shall pay to each Participant who incurs a Qualifying Termination (i) an amount in cash equal to the Participant's then current Annual Compensation and (ii) in lieu of monthly-subsidized COBRA or other welfare benefits, the Company or

an affiliate thereof shall provide each Participant with an amount equal to the product of twelve (12) multiplied by an amount equal to the monthly COBRA premium that the Participant would be required to pay to continue the group health and dental coverage in effect on the Qualified Termination Date for the Participant and the Participant's eligible dependents (which amount shall be based on the COBRA premium for the month immediately prior to the month in which the Qualifying Termination Date occurred, which payments shall be made regardless of whether the Participant elects COBRA continuation coverage (such amounts, collectively,

the "Separation Payment"). The Separation Payment shall be paid in the form of a lump sum cash payment as soon as administratively practicable following the effectiveness of the Separation Agreement and Release and, in any event, no later than sixty (60) days immediately following the Qualifying Termination Date. Furthermore, for any Participant who, due to non-U.S. local law considerations, is covered by a health plan that is not subject to COBRA, the Company may (in its discretion) instead provide cash or continued coverage in a manner intended to replicate the benefits of this Section 2 and to comply with applicable local law considerations.

2.2 **Accrued Compensation.** The Company shall pay to each Participant who incurs a Qualifying Termination a lump sum payment in cash, as soon as practicable, but in any event before the earlier to occur of (x) the payment date required by applicable law and (y) thirty (30) days after the Termination Date, equal to the sum of: (i) the Participant's accrued but unpaid base salary through the Termination Date; (ii) the Participant's annual bonus earned for any completed fiscal year if such bonus has not been paid as of the Termination Date; (iii) the Participant's accrued but unused paid time off through the Termination Date; and (iv) if applicable, reimbursement for reasonable and necessary expenses incurred by the Participant as provided by the Company's policies from time to time.

2.3 **Other Compensation or Benefits Unaffected.** Each Participant shall remain entitled to any payments or benefits to which the Participant otherwise would be entitled to under the terms and conditions of the Company's tax-qualified retirement plans, non-qualified deferred compensation plans, equity- and equity-based plans and annual incentive plans, and nothing contained in the Plan is intended to waive or relinquish a Participant's vested rights in such payments or benefits. Such rights may include, but are not limited to any Qualifying Termination or Change in Control related payments or benefits provided under the Spirit AeroSystems Holdings, Inc. 2014 Amended and Restated Omnibus Incentive Plan, the Long-Term Incentive Program and Short-Term Incentive Program established thereunder, and the Spirit AeroSystems Holdings, Inc. Perquisite Allowance Plan, as each such plan may be amended from time to time.

2.4 **Conditions.** Unless otherwise required by law, no Participant who incurs a Qualifying Termination shall be eligible to receive any payments or other benefits under the Plan unless the Participant first executes and does not revoke the Separation Agreement and Release. A Participant must sign and return the Separation Agreement and Release no later than the date specified in that agreement. The Participant's violation of any obligation within this Section 2.4 or Section 2.5 shall terminate the Company's obligation to make payments in accordance with Section 2.1. For the avoidance of doubt, no provision of this Plan shall require (or be interpreted to require) payment of a benefit under the Plan if, at the time of a sale of the business or function of the Company in which the Participant is employed or provides services, whether by sale of assets, merger, reorganization, transfer of business to a client or other third party, disposition, or similar transaction, the Participant's employment with the Company terminates as a result of such transaction; provided that the Participant (i) continues employment with Participant's employer or the buyer or an affiliate of the buyer immediately after such transaction occurs, or (ii) is offered continued employment with Participant's employer or the buyer or an affiliate of the buyer and the terms and conditions (including base compensation) of such employment do not otherwise constitute or give rise to Good Reason.

2.5 **Restrictive Covenants.** Following a Participant's Termination Date, such Participant shall continue to be subject to any confidentiality or other restrictive covenant to which the Participant is a party.

2.6 **WARN Act.** If the Company has provided a Participant with advanced notice, pursuant to the WARN Act, of a separation from employment with the Company, and the Company releases the Participant from the performance of active duties between the date of such advanced notice and the Termination Date, then the Company may, in its sole discretion, reduce the sum of the Participant's Plan benefits under Section 2.1 hereof by the amount of compensation paid by the Company from the first day of the Participant's release from the performance of active duties through the Termination Date.

2.7 **Section 409A.** It is intended that the Plan constitute a "separation pay plan," as defined in Section 409A of the Code ("Section 409A"), and that each of the separately identified payments hereunder constitutes separate payments for purposes of Section 409A. Accordingly, to the maximum extent permitted, the payments under this Plan shall be interpreted and administered in a manner such that they do not constitute deferred compensation within the meaning of Section 409A. No Separation Payment shall be paid later than the last day of the second taxable year of the Participant following the taxable year of the Participant in which the Participant's Severance occurs. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid an accelerated or additional tax under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Plan during the six (6) month period immediately following the Participant's separation from service shall instead be paid on the first business day after the date that is six (6) months following the Participant's separation from service (or, if earlier, the Participant's date of death). To the extent required to avoid an accelerated or additional tax under Section 409A, amounts reimbursable to the Participant shall be paid to the Participant on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in kind benefits provided to the Participant) during one year may not affect amounts reimbursable or provided in any subsequent year. In no event may a Participant, directly or indirectly, designate the calendar year of a payment, and in the event the period for executing the Separation Agreement and Release overlaps two calendar years, severance benefits shall be paid in the second year to the extent required in order to avoid an accelerated or additional tax under Section 409A. The Company makes no representation that any or all of the payments described in this Plan shall be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to any such payment; the Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A.

2.8 **Rehire.** If prior to the end of a Participant's Severance Period, he or she becomes re-employed with the Company (including affiliated entities), then any portion of the Separation Payment not yet paid as of such rehire shall be discontinued and forfeited.



2.9 **Parachute Payments.** If applicable, any Separation Payment, transfer, payment, or benefit provided to a Participant under the Plan, either alone or together with other awards, transfers, payments, or benefits provided to the Participant by the Company or a subsidiary of the Company (including, without limitation, any accelerated vesting thereof) (the “Total Payments”), would constitute a “parachute payment” (as defined in Code Section 280G) and will be subject to the excise tax (the “Excise Tax”) imposed under Section 4999 of the Code, the Total Payments will be automatically reduced if and to the extent that a reduction in the Total Payments would result in the Participant retaining a larger amount than if the Participant received all of the Total Payments, in each case measured on an after-tax

basis, taking into account federal, state, and local income taxes and, if applicable, the Excise Tax. The determination of any reduction in the Total Payments, including, but not limited to, the order in which and the extent to which each payment type included within Total Payments should be reduced, shall be made by the Compensation Committee of the Board of Directors on reliance upon such advice and analysis as the Compensation Committee of the Board of Directors may deem necessary or appropriate, such as the advice of the Company’s regular independent public accountants or another similar firm. Such determination may be made using reasonable, good-faith interpretations concerning the application of Code Sections 280G and 4999.

2.10 **Non-Duplication of Benefits.** The benefits provided under the Plan are intended to satisfy, to the greatest extent possible, and not to provide benefits duplicative of, any and all statutory, contractual and collective agreement obligations of the Company in respect of the form of benefits provided under the Plan that may arise out of a Qualifying Termination, and the Administrator will so construe and implement the terms of the Plan. In no event shall a Participant become entitled to a duplication of benefits under the Plan and any other employment agreement, severance plan or program of the Company or a subsidiary of the Company. If the Company or any affiliate is obligated by law or by contract to provide severance pay to a Participant, then the Participant may be required to waive, upon the Company’s request, any amounts payable pursuant to such legal or contractual obligation as a condition of receiving benefits under the Plan.

### SECTION 3. **PLAN ADMINISTRATION.**

3.1 The Administrator shall have the exclusive right, power and authority, in the Administrator’s sole and absolute discretion, to administer and interpret the Plan and other Plan documents. The Administrator shall have all powers reasonably necessary to carry out the Administrator’s responsibilities under the Plan including, but not limited to, the sole and absolute discretionary authority to: (i) administer the Plan in accordance with its terms and to interpret Plan policies and procedures; (ii) resolve and clarify inconsistencies, ambiguities and omissions in the Plan document and among and between the Plan document and other related documents; (iii) take all actions and make all decisions regarding questions of coverage, eligibility and entitlement to benefits, and benefit amounts; and (iv) process and approve or deny all claims for benefits. The decision of the Administrator on any disputed question arising under the Plan, including, but not limited to, questions of construction, interpretation and administration shall be final, conclusive and binding on all persons having an interest in or under the Plan.

3.2 For purposes of ERISA, the Plan Administrator shall be the “named fiduciary” with respect to the operation and administration of the Plan, which as provided in Section 1.1 is the Compensation Committee of the Board of Directors of the Company or a designee thereof. The Administrator may delegate any of the Administrator’s duties hereunder to such person or persons from time to time as it may designate. Any such delegation shall be in writing.

3.3 The Administrator is empowered, on behalf of the Plan, to engage accountants, legal counsel and such other personnel as it deems necessary or advisable to assist it in the performance of the Administrator’s duties under the Plan. The functions of any such persons engaged by the Administrator shall be limited to the specified services and duties for which they are engaged, and such persons shall have no other duties, obligations or responsibilities under the Plan. Such persons shall exercise no discretionary authority or discretionary control respecting the management of the Plan. All reasonable expenses thereof shall be borne by the Company.

### SECTION 4. **PLAN MODIFICATION OR TERMINATION.**

The Plan may be amended or terminated by the Administrator at any time; provided, however, that unless replaced with severance benefits that are more favorable to the Participant or unless the amendment would otherwise increase benefits, the Plan may not be amended or terminated during the period commencing on the date of a Change in Control and ending on the twelve (12) month anniversary of the date of the Change in Control.

### SECTION 5. **GENERAL PROVISIONS.**

5.1 Except as otherwise provided herein or by law, no right or interest of any Participant under the Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under the Plan shall be liable for, or subject to, any obligation or liability of such Participant. When a payment is due under this Plan to a Participant who is unable to care for his or her affairs, payment may be made directly to his or her legal guardian or personal representative, upon proof or establishment of same.

5.2 If the Company or any subsidiary thereof is obligated by law or by contract to pay severance pay, a termination indemnity, notice pay, or the like, or if the Company or any subsidiary thereof is obligated by law to provide advance notice of separation (“Notice Period”), then any severance pay hereunder shall be reduced by the amount of any such severance pay, termination indemnity, notice pay or the like, as applicable, and by the amount of any compensation received during any Notice Period.

5.3 Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving any Participant, or any person whomsoever, the right to be retained in the service of the Company or any subsidiary thereof, and all Participants shall remain subject to discharge to the same extent as if the Plan had never been adopted.

5.4 If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

5.5 This Plan shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties, including each Participant, present and future, and any successor to the Company. If a Participant dies after severance benefits have become payable under Section 2 above, and while any amount would still be payable to such Participant hereunder if the Participant had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to the executor, personal representative or administrators of the Participant's estate.

5.6 The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

5.7 The Plan shall not be required to be funded. Regardless of whether the Plan is funded, no Participant shall have any right to, or interest in, any assets of any company which may be applied by the Company to the payment of benefits or other rights under this Plan.

5.8 Any notice or other communication required or permitted pursuant to the terms hereof shall have been duly given when delivered or mailed by United States Mail, first class, postage prepaid, addressed to the intended recipient at his, her or its last known address.

5.9 This Plan shall be construed and enforced according to the laws of the State of Delaware to the extent not preempted by federal law, which shall otherwise control.

5.10 All benefits hereunder shall be reduced by applicable withholding and shall be subject to applicable tax reporting, as determined by the Administrator.

#### SECTION 6. CLAIMS, INQUIRIES, APPEALS.

6.1 Applications for Benefits and Inquiries. Any application for benefits, inquiries about the Plan or inquiries about present or future rights under the Plan must be submitted to the Administrator in writing, as follows:

Spirit AeroSystems Holdings, Inc.  
c/o Chief Administration & Compliance Officer  
MS# K11-60, 3801 South Oliver  
Wichita, Kansas 67210

The Administrator shall designate to one or more individuals or positions within the Company's Human Resources function (the "Claims Reviewer") responsibility for reviewing applications for benefits under the Plan and rendering decision on such claims.

6.2 Denial of Claims. In the event that any application for benefits is denied in whole or in part, the Claims Reviewer must notify the applicant, in writing, of the denial of the application, and of the applicant's right to review the denial. The written notice of denial shall be set forth in a manner designed to be understood by the applicant, and shall include specific reasons for the denial, specific references to the Plan provision upon which the denial is based, a description of any information or material that the Claims Reviewer needs to complete the review and an explanation as to why such material or information is necessary, and an explanation of the Plan's review procedure and the time limits applicable to such procedures, including a statement of the applicant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

This written notice shall be given to the employee within ninety (90) days after the Claims Reviewer receives the application, unless special circumstances require an extension of time, in which case, the Claims Reviewer has up to an additional ninety (90) days for processing the application. If an extension of time for processing is required, written notice of the extension shall be furnished to the applicant before the end of the initial ninety (90) day period.

This notice of extension shall describe the special circumstances necessitating the additional time and the date by which the Claims Reviewer is to render his or her decision on the application. If written notice of denial of the application for benefits is not furnished within the specified time, the application shall be deemed to be denied. The applicant shall then be permitted to appeal the denial in accordance with the review procedures described below.

6.3 Request for a Review. Any person (or that person's authorized representative) for whom an application for benefits is denied (or deemed denied), in whole or in part, may appeal the denial by submitting a request for a review to the Administrator within sixty (60) days after the



application is denied (or deemed denied). The Administrator shall, upon request and free of charge, give the applicant (or his or her representative) an opportunity to review pertinent documents in preparing a request for a review and submit written comments, documents, records and other information relating to the claim. A request for a review shall be in writing and shall be addressed to:

Spirit AeroSystems Holdings, Inc.  
c/o Chief Administration & Compliance Officer  
MS# K11-60, 3801 South Oliver  
Wichita, Kansas 67210

A request for review must set forth all of the grounds on which it is based, all facts in support of the request and any other matters that the applicant feels are pertinent. The Administrator may require the applicant to submit additional facts, documents or other material as he or she may find necessary or appropriate in making the Administrator's review.

**6.4 Decision on Review.** The Administrator shall act on each request for review within sixty (60) days after receipt of the request, unless special circumstances require an extension of time (not to exceed an additional sixty (60) days), for processing the request for a review. If an extension for review is required, written notice of the extension shall be furnished to the applicant within the initial sixty (60)-day period. The Administrator shall give prompt, written notice of the Administrator's decision to the applicant. In the event that the Administrator confirms the denial of the application for benefits in whole or in part, the notice shall outline, in a manner calculated to be understood by the applicant, the specific reason or reasons for the decision, the specific Plan provisions upon which the decision is based, a statement of the applicant's right to receive, upon request and without charge, reasonable access to, and copies of, all documents, records and other information relevant to the applicant's claim for benefits, and a statement of the applicant's right to bring a civil action under Section 502(a) of ERISA. If written notice of the Administrator's decision is not given to the applicant within the time prescribed in this Section 6.4 the application shall be deemed denied on review.

**6.5 Rules and Procedures.** The Administrator may establish rules and procedures, consistent with the Plan and with ERISA, as necessary and appropriate in carrying out the Administrator's responsibilities in reviewing benefit claims. The Administrator may require an applicant who wishes to submit additional information in connection with an appeal from the denial (or deemed denial) of benefits to do so at the applicant's own expense.

**6.6 Exhaustion of Remedies.** No legal action for benefits under the Plan may be brought until the claimant (a) has submitted a written application for benefits in accordance with the procedures described by Section 6.1 above, (b) has been notified by the Administrator that the application is denied (or the application is deemed denied due to the Administrator's failure to act on it within the established time period), (c) has filed a written request for a review of the application in accordance with the appeal procedure described in Section 6.3 above and (d) has been notified in writing that the Administrator has denied the appeal (or the appeal is deemed to be denied due to the Administrator's failure to take any action on the claim within the time prescribed by Section 6.4 above). In addition, no such legal action for benefits under the Plan may be brought later than one year following the date the claim for benefits is denied, or is deemed denied, in accordance with Section 6.4 above.

## **SECTION 7. ERISA RIGHTS STATEMENT**

**7.1** As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Administrator's office and at other specified locations, all Plan documents, including the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Administrator, copies of Plan documents, including the Plan and copies of the latest annual report (Form 5500 Series). The Administrator may require a reasonable charge for the copies.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the

materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a Federal court. If it should happen that the Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court shall decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

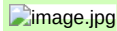
If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

7.2 The following additional details are provided to you for your information and possible use:

Name of Plan:	Spirit AeroSystems Holdings, Inc. Senior Management Severance Plan
Type of Plan:	Unfunded Welfare Plan (Severance Pay Arrangement)
Plan Year:	January 1 – December 31
Recordkeeping:	The Plan and its records are kept on a calendar year basis, January 1 – December 31.
Source of Contributions:	The Plan is unfunded and the Company pays for the cost of coverage.
Plan Sponsor:	Spirit AeroSystems Holdings, Inc. MS# K11-60, 3801 South Oliver Wichita, Kansas 67210
Plan Administrator:	Compensation Committee of the Board of Directors of Spirit AeroSystems Holdings, Inc. c/o Chief Administration & Compliance Officer MS# K11-60, 3801 South Oliver Wichita, Kansas 67210
Agent for Service of Legal Process:	Compensation Committee of the Board of Directors of Spirit AeroSystems Holdings, Inc. c/o Corporate Secretary MS# K11-60, 3801 South Oliver Wichita, Kansas 67210
Identification Numbers:	Company EIN: 20-2436320 Plan No.: 506

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[DATE], 2024

## EMPLOYEE RETENTION CASH BONUS AGREEMENT

Dear: \_\_\_\_\_,

As you know Spirit AeroSystems Holdings, Inc., including its subsidiary Spirit AeroSystems, Inc. (“Spirit” or the “Company”), has entered into an Agreement and Plan of Merger with The Boeing Company (“Boeing”) effective as of June 30, 2024 (the “Merger Agreement”). If the Merger Agreement is ultimately consummated this will result in an operational combination of Spirit and Boeing (the “Merger” and the effective date of such Merger the “Closing Date”) and, if not consummated, Spirit will remain a separate entity. Spirit values your contribution to the Company and, therefore, to encourage you through this process to remain employed by Spirit and to continue to support Spirit in maintaining its business, achieving its goals and successfully consummating the Merger, Spirit is providing you with an opportunity to earn retention bonus payments, described below in this Employee Retention Cash Bonus Agreement (“Agreement”), subject to your acceptance of this Agreement and compliance with the terms and conditions provided herein.

### ARTICLE 1 CASH RETENTION PAYMENT

The Company will pay you the total amount of \$ \_\_\_\_\_ (the “Cash Retention Payment”), less all applicable payroll and other tax withholdings, in two separate tranches as follows:

- (i) The first tranche (representing 50% of the Cash Retention Payment) will be in the amount of \$XX,000 (“Tranche 1”), less applicable taxes, which will vest and become payable on the earlier of (A) December 15, 2024 and (B) the Closing Date; and
- (ii) The second tranche representing the remaining 50% of the Cash Retention Payment will be in the amount of \$XX,000 (“Tranche 2”), less applicable taxes, which will vest and become payable on the next regularly scheduled payroll date following the earlier of (A) the 90<sup>th</sup> day following the Closing Date and (B) the termination of the Merger Agreement.

In order to receive the Cash Retention Payment, you must be continuously employed by Spirit in the role you currently hold (or any other role which you may subsequently be assigned by Spirit (other than a demotion or a reduction in the scope of your current duties due to performance issues)) on a full-time basis, in good standing on the date the applicable tranche of the Cash Retention Payment is paid and otherwise not be in breach of this Agreement. For the avoidance of doubt, if you voluntarily resign from the Company or are terminated before a Cash Retention Payment has vested and become payable, you are not entitled to such payment. Notwithstanding the foregoing, in the event of your Qualifying Termination (as defined below) following the

Closing Date, to the extent Tranche 2 has not yet vested or been paid, then Tranche 2 shall immediately vest and become payable[, subject to your timely execution and non-revocation of a release of claims in favor of the Company and its affiliates in the form used by the Company immediately prior to such Qualifying Termination]<sup>1</sup>.

[For purposes of this Agreement “Qualifying Termination” means a termination of employment either (a) by Boeing without Cause (as such term is defined in the Amended and Restated 2014 Omnibus Incentive Plan) or (b) by you within ninety (90) days after (i) a material diminution in your base compensation, (ii) relocation of your principal office to a location that is greater than fifty (50) miles from the location of your principal office immediately before such relocation or (iii) any action or inaction with respect to the terms and conditions of your service that constitutes a material breach by Boeing of any written agreement between you and Boeing (each of clauses (i), (ii) and (iii), a “Good Reason Event”), so long as, with respect to any Good Reason Event, you have, within thirty (30) days after the occurrence of such Good Reason Event, notified Boeing of your intent to terminate as a result of such Good Reason Event and within thirty (30) days after receipt of that notice Boeing has not cured such Good Reason Event.]<sup>2</sup>

[For purposes of this Agreement “Qualifying Termination” has the meaning ascribed to it in the Amended and Restated 2014 Omnibus Incentive Plan.]<sup>3</sup>

### ARTICLE 2 MISCELLANEOUS

2.1. **No Guarantee of Employment.** This Agreement is not an employment policy or contract. It does not provide you the right to remain an employee of the Company, nor does it interfere with the Company's right to discharge you. It also does not require you to remain an employee nor interfere with your right to terminate employment at any time.

2.2. **Binding Effect.** This Agreement shall bind you, the Company, and their beneficiaries, survivors, executors, successors, assigns, administrators and transferees.

2.3. **Termination of Employment.** For purposes of this Agreement, if there is any dispute over your employment status, or the date of your separation from service, the Company has the sole and absolute right to decide the dispute and any such decision is final and binding.

2.4. **Applicable Law.** The Agreement and all rights hereunder shall be governed by the laws of the State of Kansas.

2.5. **Entire Agreement.** This Agreement constitutes the entire agreement between the Company (or Company subsidiaries or affiliates) and you as to your retention with the Company and supersedes all prior agreements, whether in writing or verbal, between the parties hereto relating directly to the subject matter hereof including any agreements relating to the potential

<sup>1</sup> Bracketed text to apply to U.S. recipients. Non-U.S. recipients to be confirmed based on Company practice and local law requirements.

<sup>2</sup> This definition will be used for all recipients other than Section 16 officers.

<sup>3</sup> This definition will be used for recipients that are Section 16 officers.

merger of Spirit and Boeing. No rights are granted to you by virtue of this Agreement other than those specifically set forth herein.

2.6. **Section 409A.** All payments provided under this Agreement are intended to be exempt from, or otherwise comply with, the requirements of Section 409A of the U.S. Internal Revenue Code (the "Code") and applicable regulations issued thereunder ("Section 409A"), to the extent applicable, and this Agreement will be construed accordingly. Notwithstanding anything herein to the contrary, the Company makes no representations or warranties as to this Agreement's exemption from or compliance with Section 409A, and in no event will the Company or Boeing be liable for any tax, penalty, or other payment that may be imposed on you pursuant to Section 409A. For purposes of Section 409A, to the extent multiple payments are to be made under this Agreement, each payment will be treated as a separate and distinct payment. In no event shall the timing of the recipient's execution of a release (including as described in Article I) result, directly or indirectly, in the recipient designating the calendar year of any payment hereunder, and, to the extent required by Section 409A, if a payment hereunder that is subject to execution of a release could be made in more than one taxable year, payment shall be made in the later taxable year.

2.7. **Confidentiality.** You agree that you have kept and will keep the terms of this Agreement confidential, other than you discussing it with your lawyer, your spouse, your financial or tax professional or to a governmental body to the extent allowed or required under applicable law or a court order. You further agree not to permit those acting on your behalf to disclose the terms of this Agreement, other than to those parties and under those conditions identified above. This confidentiality obligation includes (but is not limited to) disclosure to current, former, or prospective Spirit employees.

2.8. **Invalidity of Provision(s).** Notwithstanding anything to the contrary herein, if any provision of this Agreement is prohibited, invalid or unenforceable under applicable law, such provision will be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement.

2.9. **Amendment.** No modification of this Agreement shall be valid unless in writing and signed by both parties.

2.10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

By signing below, you acknowledge that you have read, and that you understand, this Agreement, and that you agree and accept its terms.

Amendment 53 to SBP MS-65530-0016

Employee Name Print:

BOEING

PROPRIETARY Page 7 Date:

Employee Signature:

SPIRIT AEROSYSTEMS HOLDINGS, INC.  
DIRECTOR INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Spirit AeroSystems Holdings, Inc., a Delaware corporation (the "Company"), and [●] (the "Indemnitee").

The Company and Indemnitee recognize the substantial increase in corporate litigation in general, subjecting corporate directors to expensive litigation risks at the same time the availability and coverage of liability insurance has been severely limited. Indemnitee does not regard the currently available insurance protection as adequate under the present circumstances, and Indemnitee may not be willing to serve as a director of the Company without additional protection. The Company desires to attract and retain the services of highly qualified individuals, such as Indemnitee, to serve as directors of the Company and to indemnify its directors so as to provide them with the maximum protection permitted by law.

The Company and Indemnitee, intending to be legally bound, hereby agree as follows:

**1. INDEMNIFICATION.**

(a) Third Party Proceedings. The Company shall indemnify Indemnitee if Indemnitee was or is a party to or witness in or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that Indemnitee is or was a director, officer, employee or agent of the Company, or any subsidiary of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld) actually and reasonably incurred by Indemnitee in connection with such action, suit or proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful. The termination of any action or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that (i) Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and (ii) with respect to any criminal action or proceeding, Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

(b) Proceedings By or in the Right of the Company. The Company shall indemnify Indemnitee if Indemnitee was or is a party to or witness in or is threatened to be made a party to or witness in to any threatened, pending or completed action or suit by or in the right of the Company or any subsidiary of the Company to procure a judgment in its favor by reason of the fact that Indemnitee is or was a director, officer, employee or agent of the Company, or any

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subsidiary of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by Indemnitee in connection with the defense or settlement of such action or suit if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, except that no indemnification shall be made in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Company, or any subsidiary of the Company, unless and only to the extent that the Court of Chancery of the State of

Delaware or the court in which such action or suit is or was pending shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall deem proper.

(c) Successful Defense. To the extent Indemnitee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1(a) or (b) hereof, Indemnitee shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by Indemnitee in connection therewith.

## **2. EXPENSES; INDEMNIFICATION PROCEDURE.**

(a) Advancement of Expenses. The Company shall advance all expenses incurred by Indemnitee in connection with the investigation, defense, settlement or appeal of any civil or criminal action or proceeding referenced in Section 1(a) or (b) hereof (but not amounts actually paid in settlement of any such action or proceeding). Indemnitee hereby undertakes to repay such amounts advanced only if, and to the extent that, it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Company as authorized hereby. The advances to be made hereunder shall be paid by the Company to Indemnitee within twenty (20) days following delivery of a written request therefor by Indemnitee to the Company, accompanied by such supporting documentation as may be reasonably requested by the Company.

(b) Notice/Cooperation by Indemnitee. Indemnitee shall, as a condition precedent to his right to be indemnified under this Agreement, give the Company notice in writing as soon as practicable of any claim made against Indemnitee for which indemnification will or could be sought under this Agreement. In addition, Indemnitee shall give the Company such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.

(c) Procedure. Any indemnification provided for in Section 1 shall be made no later than forty-five (45) days after receipt of the written request of Indemnitee made following final disposition of the action or proceeding to which such indemnification relates. If a claim by Indemnitee under this Agreement, under any statute, or under any provision of the Company's Certificate of Incorporation or Bylaws providing for indemnification, is not paid in full by the Company within forty-five (45) days after a written request for payment thereof has first been received by the Company, Indemnitee may, but need not, at any time thereafter bring an action against the Company to recover the unpaid amount of the claim and, subject to Section 12

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hereof, Indemnitee shall also be entitled to be paid for the expenses (including reasonable attorneys' fees) of bringing such action. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in connection with any action or proceeding in advance of its final disposition) that Indemnitee has not met the standards of conduct which make it permissible under applicable law for the Company to indemnify Indemnitee for the amount claimed, but the burden of proving such defense shall be on the Company, and Indemnitee shall be entitled to receive interim payments of expenses pursuant to Section 2(a) hereof unless and until such defense may be finally adjudicated by court order or judgment from which no further right of appeal exists. It is the parties' intention that if the Company contests Indemnitee's right to indemnification, the question of Indemnitee's right to indemnification shall be for the court to decide, and neither the failure of the Company (including its Board of Directors, any committee or subgroup of the Board of Directors, independent legal counsel or its stockholders) to have made a determination that indemnification of Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct required by applicable law, nor an actual determination by the Company (including its Board of Directors, any committee or subgroup of the Board of Directors, independent legal counsel or its stockholders) that Indemnitee has not met such applicable standard of conduct, shall create a presumption that Indemnitee has or has not met the applicable standard of conduct.

(d) Notice to Insurers. If, at the time of the receipt of a notice of a claim pursuant to Section 2(b) hereof, the Company has director and officer liability insurance that may cover the claim in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies in partial or complete satisfaction of the Company's obligations hereunder.

(e) Selection of Counsel. In the event the Company shall be obligated under Section 2(a) hereof to pay the expenses of any proceeding against Indemnitee, the Company shall be entitled to assume the defense of such proceeding, with counsel approved by Indemnitee, which approval shall not be unreasonably withheld, upon the delivery to Indemnitee of written notice of its election so to do. After delivery of such notice, approval of

such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same proceeding, provided that (i) Indemnitee shall have the right to employ his own counsel in any such proceeding at Indemnitee's expense; and (ii) if (A) the employment of counsel by Indemnitee has been previously authorized by the Company, (B) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense or (C) the Company shall not, in fact, have employed counsel to assume the defense of such proceeding, then the fees and expenses of Indemnitee's counsel shall be at the expense of the Company.

### 3. ADDITIONAL INDEMNIFICATION RIGHTS; NONEXCLUSIVITY.

(a) **Scope.** Notwithstanding any other provision of this Agreement, the Company hereby agrees to indemnify the Indemnitee to the fullest extent permitted by the Delaware General Corporation Law (other than Section 145(f) thereof or any successor non-exclusivity provision), notwithstanding that such indemnification is not specifically authorized by the other provisions of this Agreement, the Company's Certificate of Incorporation, the Company's Bylaws or by statute. In the event of any change, after the date of this Agreement, in any applicable law, statute or rule which expands the right of a Delaware corporation to indemnify a member of its board of directors or an officer, such changes shall be, *ipso facto*, within the purview of Indemnitee's rights and the Company's obligations, under this Agreement. In the event of any change in any applicable law, statute or rule which narrows the right of a Delaware corporation to indemnify a member of its Board of Directors, such changes, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement shall have no effect on this Agreement or the parties' rights and obligations hereunder.

(b) **Non-exclusivity.** The indemnification provided by this Agreement shall not be deemed exclusive of any rights to which Indemnitee may be entitled under the Company's Certificate of Incorporation, its Bylaws, any agreement, any vote of stockholders or disinterested directors, the Delaware General Corporation Law or otherwise, both as to action in Indemnitee's official capacity and as to action in another capacity while holding such office. The indemnification provided under this Agreement shall continue as to Indemnitee for any action taken or not taken while serving in an indemnified capacity even though he may have ceased to serve in such capacity at the time of any action or other covered proceeding.

4. **PARTIAL INDEMNIFICATION.** If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld) actually and reasonably incurred by Indemnitee in connection with an action, suit or proceeding described in Section 1(a), but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such expenses (including attorneys' fees), judgments, fines and amounts paid in settlement to which Indemnitee is entitled.

5. **MUTUAL ACKNOWLEDGMENT.** Both the Company and Indemnitee acknowledge that in certain instances, Federal law or applicable public policy may prohibit the Company from indemnifying its directors and officers under this Agreement or otherwise. Indemnitee understands and acknowledges that the Company has undertaken or may be required in the future to undertake with the Securities and Exchange Commission to submit the question of indemnification to a court in certain circumstances for a determination of the Company's right under public policy to indemnify Indemnitee.

6. **SEVERABILITY.** Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. The Company's inability, pursuant to court order, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. The provisions of this Agreement shall be severable as provided in this Section 6. If this Agreement or any portion hereof shall be



invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify Indemnitee to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated, and the balance of this Agreement not so invalidated shall be enforceable in accordance with its terms.

**7. EXCEPTIONS.** Any other provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) Excluded Acts. To indemnify Indemnitee for any acts or omissions or transactions from which a director may not be relieved of liability under the Delaware General Corporation Law; or

(b) Claims Initiated by Indemnitee. To indemnify or advance expenses to Indemnitee with respect to proceedings or claims initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to proceedings brought to establish or enforce a right to indemnification under this Agreement or any other statute or law or otherwise as required under Section 145 of the Delaware General Corporation Law, but such indemnification or advancement of expenses may be provided by the Company in specific cases if the Board of Directors has approved the initiation or bringing of such suit; or

(c) Lack of Good Faith. To indemnify Indemnitee for any expenses incurred by Indemnitee with respect to any proceeding instituted by Indemnitee to enforce or interpret this Agreement, to the extent that a court of competent jurisdiction determines that the material assertions made by Indemnitee in such proceeding were not made in good faith or were frivolous; or

(d) Insured Claims. To indemnify Indemnitee for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, Employee Retirement Income Security Act of 1974 excise taxes or penalties, and amounts paid in settlement) which have been paid directly to Indemnitee by an insurance carrier under a policy of directors' and officers' liability insurance maintained by the Company or its affiliates; or

(e) Claims Under Section 16(b). To indemnify Indemnitee for expenses and the payment of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended, or any similar successor statute.

**8. EFFECTIVENESS OF AGREEMENT.** To the extent that the indemnification permitted under the terms of certain provisions of this Agreement exceeds the scope of the indemnification provided for in the Delaware General Corporation Law, such provisions shall not be effective unless and until the Company's Certificate of Incorporation authorizes such additional rights of indemnification. In all other respects, the balance of this Agreement shall be deemed effective as of \_\_\_\_\_ (the "Effective Date") and may apply to acts or omissions of Indemnitee which occurred prior to such date if Indemnitee was an officer, director, employee or other agent of the Company, or was serving at the request of the Company as a director,

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officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, at the time such act or omission occurred.

**9. CONSTRUCTION OF CERTAIN PHRASES.**

(a) Company. For purposes of this Agreement, references to the "Company" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that if Indemnitee is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, Indemnitee shall stand in the same position under the



provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

(b) **Other Enterprise, etc.** For purposes of this Agreement, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on Indemnitee with respect to any employee benefit plan; and references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries.

**10. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

**11. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of Indemnitee and Indemnitee's estate, heirs, legal representatives and assigns.

**12. ATTORNEYS' FEES.** In the event that any action is instituted by Indemnitee under this Agreement to enforce or interpret any of the terms hereof, Indemnitee shall be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by Indemnitee with respect to such action, except to the extent that, as a part of such action, the court of competent jurisdiction determines that the material assertions made by Indemnitee as a basis for such action were not made in good faith or were frivolous. In the event of an action instituted by or in the name of the Company under this Agreement or to enforce or interpret any of the terms of this Agreement, Indemnitee shall be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by Indemnitee in defense of such action (including with respect to Indemnitee's counterclaims and cross claims made in such action), except to the extent that, as a part of such action, the court determines that Indemnitee's material defenses to such action were made in bad faith or were frivolous.

**13. NOTICES.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and

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received for by the party addressee, on the date of such receipt, (ii) if mailed by domestic certified or registered mail with postage prepaid, on the fifth business day after the date postmarked, or (iii) if sent by telecopier (with receipt confirmed), on the date of such receipt. Addresses for notice to either party are as shown on the signature page of this Agreement, or as subsequently modified by written notice and in the case of notices to the Company shall be marked for the attention of the Chief Executive Officer.

**14. CONSENT TO JURISDICTION.** The Company and Indemnitee each hereby irrevocably consent to the jurisdiction of the courts of the State of Delaware for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be brought only in the state courts of the State of Delaware.

**15. CHOICE OF LAW.** This Agreement shall be governed by and its provisions construed in accordance with the laws of the State of Delaware as applied to contracts between Delaware residents entered into and to be performed entirely within Delaware.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written, with effectiveness from the Effective Date.

SPIRIT AEROSYSTEMS HOLDINGS, INC.

By

Printed Name

Title

AGREED TO AND ACCEPTED BY

INDEMNITEE:

[Indemnatee Name Here]

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 Quarterly Report on Form 10-Q 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: May 7, 2024 August 5, 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, Irene M. Esteves, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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 Irene M. Esteves

Mark J. Suchinski Irene M. Esteves

Senior Executive Vice President and Chief Financial Officer

Date: May 7, 2024 August 5, 2024

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 Quarterly Report of Spirit AeroSystems Holdings, Inc. (the "Company") on Form 10-Q for the period ended **September 28, 2023** **June 27, 2024**, 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: **May 7, 2024** **August 5, 2024**

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 Quarterly Report of Spirit AeroSystems Holdings, Inc. (the "Company") on Form 10-Q for the period ended **September 28, 2023** **June 27, 2024**, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, **Mark J. Suchinski**, **Irene M. Esteves**, as **Senior Vice President** **Director** 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** **Irene M. Esteves**

**Mark J. Suchinski** **Irene M. Esteves**

**Senior Executive** Vice President and Chief Financial Officer

Date: **May 7, 2024** **August 5, 2024**

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