

Section 1: 8-K (FORM 8-K)

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): January 29, 2020

Spirit AeroSystems Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-33160
(Commission File Number)

20-2436320
(IRS Employer Identification No.)

3801 South Oliver, Wichita, Kansas 67210
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(316) 526-9000**

Not Applicable

(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.01 per share	SPR	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Chief Financial Officer

On January 29, 2020, Jose Garcia resigned as Senior Vice President and Chief Financial Officer of Spirit AeroSystems Holdings, Inc. (the “Company”) and its wholly-owned subsidiary, Spirit AeroSystems, Inc. (“Spirit”). In addition, Mr. Garcia resigned from all other employment or board positions held with the Company and its subsidiaries. Arrangements relating to Mr. Garcia’s separation from the Company have not been finalized.

On January 29, 2020, the Company’s and Spirit’s Boards of Directors appointed Mark J. Suchinski, age 53, as the Company’s and Spirit’s Senior Vice President and Chief Financial Officer. Mr. Suchinski has been with Spirit since 2006 and served as the Company’s and Spirit’s Vice President, Controller and Principal Accounting Officer from February 2014 to February 2018. Most recently, Mr. Suchinski served as Spirit’s Vice President, Quality, beginning in August 2019 and as Spirit’s Vice President, Boeing 787 Program, from February 2018 to August 2019. Prior to February 2014, he held the following roles at Spirit: October 2013 to February 23, 2014 - Vice President, Treasurer and Financial Planning; August 2012 to October 2013 - Vice President, Finance and Treasurer; from July 2010 to August 2012, Vice President, Financial Planning & Analysis and Corporate Contracts; and 2006 – July 2010, Controller, Aerostructures Segment. Prior to joining Spirit in 2006, he was at Home Products International, where he held the position of Corporate Controller from 2000 to 2004 and the position of Vice President and Chief Accounting Officer from 2004 to 2006. Prior to that, he held financial leadership positions of controller and senior finance manager at other companies. He also spent three years in public accounting. Mr. Suchinski received his Bachelor of Science degree in Accounting from DePaul University. There were no arrangements or understandings between Mr. Suchinski and any other persons pursuant to which Mr. Suchinski received his appointment. Mr. Suchinski does not have any family relationships subject to disclosure under Item 401(d) of Regulation S-K or any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Spirit entered into an amended and restated employment agreement with Mr. Suchinski, effective January 29, 2020 (the “Employment Agreement”), providing that Mr. Suchinski will receive an annual salary of \$500,000, which may be adjusted from time to time based on performance. In addition, Mr. Suchinski is eligible to participate in the compensation programs and benefit plans provided to other senior executives of the Company and Spirit, as described in the Company’s Proxy Statement for its 2019 Annual Meeting of Stockholders filed with the Securities and Exchange Commission (the “Commission”) on March 11, 2019. Mr. Suchinski will be entitled to receive an annual cash award under the Company’s Short-Term Incentive Plan (“STIP”) with a target value equal to 100% of his base salary, if target performance goals are reached, and up to 200% of his base salary, if outstanding performance goals are reached. Subject to approval by the Company’s Compensation Committee, Mr. Suchinski will receive an annual award under the Company’s Long-Term Incentive Plan (“LTIP”) with a value equal to 175% of his base salary.

The Employment Agreement is effective for an initial term of three years and is automatically extended for one-year periods thereafter, unless either party provides 90-day written notice of non-renewal, subject to earlier termination at the election of either Mr. Suchinski or the Spirit for any reason in accordance with the Employment Agreement. In the event of Mr. Suchinski’s termination without cause, subject to his execution of a release of claims and continued compliance with the restrictive covenants described below, Mr. Suchinski will be entitled to continued base salary for a period of one year and COBRA coverage for a period of six months.

The Employment Agreement contains restrictive covenants for Spirit’s benefit that provide for protection of confidential information and non-competition and non-solicitation during Mr. Suchinski’s employment and for up to two years after termination of Mr. Suchinski’s employment.

The foregoing description of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, which is filed as an exhibit hereto.

Principal Accounting Officer

On January 29, 2020, John Gilson resigned as Vice President, Controller and Principal Accounting Officer of the Company and Spirit, effective immediately. In addition, Mr. Gilson resigned from all other employment or board positions held with the Company and its subsidiaries. Arrangements relating to Mr. Gilson’s separation from the Company have not been finalized.

On January 29, 2020, the Company’s and Spirit’s Boards of Directors appointed Damon Ward, age 45, as the Company’s and Spirit’s Interim Controller and Principal Accounting Officer. Mr. Ward has been with Spirit since January 2009 and served as the Company’s and Spirit’s Tax Director from January 2012 to January 2020. From January 2009 to January 2012, Mr. Ward served as Senior Manager, Tax. Prior to Spirit, Mr. Ward was at Koch Industries, Inc. and served as Tax Manager and in other tax positions from August 2000 to December 2008. Mr. Ward received his Bachelor of Science degree in Accounting from Wichita State University and is a licensed Certified Public Accountant and Chartered Global Management Accountant. There were no arrangements or understandings between Mr. Ward and any other persons pursuant to which Mr. Ward received his appointment. Mr. Ward does not have any family relationships subject to disclosure under Item 401(d) of Regulation S-K or any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Mr. Ward will receive an annual salary of \$250,000, which may be adjusted from time to time based on performance. In addition, Mr. Ward is eligible to participate in the compensation programs and benefit plans provided to other executives of the Company, as described in the Company's Proxy Statement for its 2019 Annual Meeting of Stockholders filed with the Commission on March 11, 2019. Mr. Ward will be entitled to receive an annual cash award under the Company's STIP with a target value equal to 40% of his base salary, if target performance goals are reached, and up to 80% of his base salary, if outstanding performance goals are reached. Subject to approval by the Company's Compensation Committee, Mr. Ward will receive an annual award under the LTIP with a value equal to 60% of his base salary.

Item 8.01 Other Events.

On January 30, 2020, the Company issued a press release regarding a review of its accounting process compliance. In December 2019, the Company received information through its established compliance processes that led the Company to commence a review of its accounting process compliance. As a result of the review, which is ongoing, the Company determined that it did not comply with its established accounting processes with respect to certain potential contingent liabilities received by the Company after the end of the third quarter of 2019. As of today, the Company believes this non-compliance will not result in a restatement of the Company's financial statements for the third quarter ended September 26, 2019 or materially impact the financial statements for the fiscal year ended December 31, 2019. However, the review is ongoing and no final conclusion has been made. In light of these findings, Messrs. Garcia and Gilson tendered their resignations. A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

The Company has communicated about this matter with the Commission and anticipates fully cooperating with any inquiries the Commission may have.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.

10.1 Employment Agreement with Mark Suchinski.

99.1 Press Release dated January 30, 2020.

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

Cautionary Statement Regarding Forward-Looking Statements

This Current Report on Form 8-K contains "forward-looking statements" that may involve many risks and uncertainties. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "aim," "anticipate," "believe," "could," "continue," "estimate," "expect," "goal," "forecast," "intend," "may," "might," "objective," "outlook," "plan," "predict," "project," "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. 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, without limitation, the timing and conditions surrounding the return to service of the 737 MAX and any related impacts on our production rate; our reliance on Boeing for a significant portion of our revenues; our ability to execute our growth strategy, including our ability to timely complete and integrate our announced Asco and Bombardier acquisitions; our ability to accurately estimate and manage performance, cost, and revenue under our contracts; economic conditions in the industries and markets in which we operate in the U.S. and globally; our ability to manage our liquidity, borrow additional funds or refinance debt; the on-going review of our accounting processes and the potential effect on our financial statements; and other factors disclosed in our filings with the Securities and Exchange Commission. 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. 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.

SIGNATURES

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

SPIRIT AEROSYSTEMS HOLDINGS, INC.

Date: January 30, 2020

By: /s/ Stacy Cozad
Name: Stacy Cozad
Title: Senior Vice President, General Counsel, Chief Compliance Officer and Secretary

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Section 2: EX-10.1 (EXHIBIT 10.1)

Exhibit 10.1

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“**Agreement**”), entered into on January 29, 2020 (the “**Effective Date**”), is by and between SPIRIT AEROSYSTEMS, INC., a Delaware corporation (the “**Company**”), and Mark Suchinski (“**Employee**”).

RECITALS

WHEREAS, the Company is engaged in the manufacture, fabrication, maintenance, repair, overhaul, and modification of aircraft and aircraft components and markets and sells its services and products to its customers throughout the world (the “**Business**”); and

WHEREAS, the Company desires to appoint Employee to the position of Senior Vice President and Chief Financial Officer, and to perform such other services as the Company may direct; and

WHEREAS, in the course of performing Employee’s duties for the Company, Employee is likely to gain certain confidential and proprietary information belonging to the Company, develop relationships that are vital to the Company’s goodwill, and acquire other important benefits to which the Company has a protectable interest; and

WHEREAS, the Company has agreed to appoint Employee and Employee has agreed to accept such appointment by the Company upon the terms, conditions, and restrictions contained in this Agreement; and

WHEREAS, the Agreement will supersede any other employment agreements between the Company and Employee.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and the representations, warranties, and covenants hereinafter, the parties hereto agree as follows:

1. **Employment.** In reliance on the representations and warranties made herein, the Company hereby appoints Employee to be its Senior Vice President and Chief Financial Officer working in Wichita, Kansas and reporting to the Company’s Chief Executive Officer, and to perform such duties and services in and about the business of the Company as may from time to time be assigned to Employee that are consistent with the responsibilities of a Senior Vice President and Chief Financial Officer. The job title and duties referred to in the preceding sentence may be changed by the Company in the Company’s sole discretion at any time. Employee shall devote Employee’s full time to this employment. Employee’s employment as Senior Vice President and Chief Financial Officer hereunder shall commence on the Effective Date, will continue for a period of three years after the Effective Date (the “**Initial Term**”), and will automatically be extended for successive one-year periods thereafter (each a “**Renewal Term**”), unless either party provides the other with written notice at least ninety days in advance of the expiration of the Initial Term or the then-current Renewal Term, as applicable, that such period will not be so extended (the Initial Term and any Renewal Term are, collectively, the “**Employment Period**”). In the event that Employee ceases to be employed by the Company for any reason, Employee shall tender his resignation from all positions he holds with the Company, effective on the date his employment is terminated.

2. Performance. Employee shall use Employee's best efforts and skill to faithfully enhance and promote the welfare and best interests of the Company. Employee shall strictly obey all rules and policies of the Company, follow all laws and regulations of appropriate government authorities, and be governed by reasonable decisions and instructions of the Company as are consistent with job duties as described above.

3. Compensation. Except as otherwise provided for herein, for all services to be performed by Employee in any capacity hereunder, including without limitation any services as an officer, director, member of any committee, or any other duties assigned to Employee throughout the Employment Period, the Company shall pay or provide Employee with the following, and Employee shall accept the same, as compensation for the performance of Employee's undertakings and the services to be rendered by Employee:

(a) Base Salary. Employee will be entitled to an annual salary of Five Hundred Thousand Dollars (\$500,000.00) (the "Base Salary"), which shall be paid in accordance with the Company's policies and procedures. The Base Salary may be changed from time to time on a discretionary basis or based upon Employee's and/or the Company's performance or such other factors as the Board or the Board's compensation committee ("Committee") deems appropriate in its sole discretion.

(b) Annual Incentive Compensation. Employee shall be eligible for annual incentive compensation (either in cash or common stock of the Company's parent) under the Spirit AeroSystems Holdings, Inc. short-term incentive program (the "**STIP**") maintained pursuant to and in accordance with the terms and conditions of the Spirit AeroSystems Holdings, Inc. 2014 Omnibus Incentive Plan, as amended or restated from time to time (the "**OIP**"). Employee's target STIP award opportunity will be 100% of Base Salary if target performance goals are reached and Employee's maximum STIP award opportunity will be 200% of Base Salary if outstanding performance goals are reached. If target performance goals are not reached, you will be entitled to such incentive compensation, if any, as is otherwise provided by the STIP and the Company's policies. Employee's annual STIP awards will be granted at the time and on the terms that the Company grants annual STIP awards under the OIP to its other executives.

(c) Long-Term Incentive Awards. Employee will be eligible to participate in annual awards under the Spirit AeroSystems Holdings Inc. long-term incentive program (the "**LTIP**") granted by the Board or its compensation committee, pursuant to and in accordance with the terms and conditions of the OIP. Each year of the Initial Term, Employee will receive an annual LTIP award opportunity equal to 175% of Base Salary. In each year of employment following the Initial Term, Employee's participation in the LTIP and award opportunity under the LTIP will be pursuant to and in accordance with the terms and conditions of the LTIP and OIP then in effect. Employee's annual LTIP awards will be granted at the time and on the terms that the Company grants annual LTIP awards under the OIP to its other executives.

(d) Deferred Compensation. Employee will be entitled to participate in the Company's Amended and Restated Deferred Compensation Plan (as amended from time to time, the "**DCP**"), subject to the terms set forth therein. Employee may elect to voluntarily defer compensation under the DCP in accordance with the terms and conditions of the DCP and the plan administrator's policies and procedures.

(e) Other Benefit Plans. Employee shall also be eligible to participate in the Company's other employee benefit plans, policies, practices, and arrangements as the same may be offered to other officers of the Company from time to time, including, without limitation, (i) any retirement plan, excess or supplementary plan, profit sharing plan, savings plan, health and dental plan, disability plan, survivor income and life insurance plan, executive financial planning program, or other arrangement, or any successors thereto; and (ii) such other benefit plans as the Company may establish or maintain from time to time (collectively the "**Benefit Plans**"). Employee's entitlement to any other compensation or benefits shall be determined in accordance with the terms and conditions of the Benefit Plans and other applicable programs, practices, and arrangements then in effect.

(f) Holiday and Time Off. Employee will be provided with 12 paid holidays each year and with responsible paid time off in accordance with the Company's policies and practices in effect from time to time, as applicable to similarly situated executives of the Company.

(g) Fringe Benefits. Employee will be provided with all fringe benefits and perquisites in accordance with the Company's policies as the same may be amended from time to time.

(h) Withholding Taxes. The Company shall have the right to deduct from all payments made to Employee hereunder any federal, state, or local taxes required by law to be withheld.

(i) Expenses. During Employee's employment, the Company shall promptly pay or reimburse Employee for all reasonable out-of-pocket expenses incurred by Employee in the performance of duties hereunder in accordance with the Company's policies and procedures then in effect.

(j) Clawback. The Company and Employee each acknowledge that amounts paid under this Agreement, the OIP or the other Benefit Plans are subject to any policy on the recovery of compensation (i.e., a so-called "clawback policy"), as it exists now or as later adopted, and as thereafter amended from time to time.

4. Restrictions.

(a) Acknowledgements. Employee acknowledges and agrees that: (1) during the Employment Period, because of the nature of Employee's responsibilities and the resources provided by the Company, Employee will acquire valuable and confidential skills, information, trade secrets, and relationships with respect to the Company's business practices and operations; (2) Employee may develop on behalf of the Company a personal acquaintance and/or relationship with various persons, including, but not limited to, customers and suppliers, which acquaintances may constitute the Company's only contact with such persons, and, as a consequence of the foregoing, Employee will occupy a position of trust and confidence with respect to the Company's affairs; (3) the Business involves the marketing and sale of the Company's products and services to customers throughout the entire world, the Company's competitors, both in the United States and internationally, consist of both domestic and international businesses, and the services to be performed by Employee for the Company involve aspects of both the Company's domestic and international business; and (4) it would be impossible or impractical for Employee to perform Employee's duties for the Company without access to the Company's confidential and proprietary information and contact with persons that are valuable to the goodwill of the Company. Employee acknowledges that if Employee went to work for, or otherwise performed services for, a third party engaged in a business substantially similar to the Business, the disclosure by Employee to a third party of such confidential and proprietary information and/or the exploitation of such relationships could inevitably harm the Company's Business.

(b) Reasonableness. In view of the foregoing and in consideration of the remuneration to be paid to Employee, Employee agrees that it is reasonable and necessary for the protection of the goodwill and business of the Company that Employee make the covenants contained in this Agreement regarding the conduct of Employee during and subsequent to Employee's employment by the Company, and that the Company may suffer irreparable injury if Employee engages in conduct prohibited by this Agreement.

(c) Non-Compete. During the Employment Period and for a period of (i) in the case of involuntary termination without Cause, one (1) year after termination of employment, and (ii) in the case of termination of employment for any other reason, two (2) years after such termination of employment, neither Employee nor any other person or entity with Employee's assistance nor any entity in which Employee directly or indirectly has any interest of any kind (without limitation) shall anywhere in the world, directly or indirectly own, manage, operate, control, be employed by, solicit sales for, invest in, participate in, advise, consult with, or be connected with the ownership, management, operation, or control of any business which is engaged, in whole or in part, in the Business, or any business that is competitive therewith or any portion thereof, except for the exclusive benefit of the Company, unless Employee is solely providing services to and for a non-competitive portion of such business; provided, however, that Employee shall not be deemed to have breached this provision if Employee's sole relation with any such entity consists of Employee's holding, directly or indirectly, not greater than two percent (2%) of the outstanding securities of a company listed on or through a national securities exchange.

(d) Non-Solicitation. In addition, during the Employment Period and for a period of (i) in the case of involuntary termination without Cause, one (1) year after termination of employment, and (ii) in the case of termination of employment for any other reason, two (2) years after such termination of employment, neither Employee nor any person or entity with Employee's assistance nor any entity that Employee or any person with Employee's assistance or any person who Employee directly or indirectly controls shall, directly or indirectly, (1) solicit or take any action to induce (A) any employee to quit or terminate their employment with the Company or the Company's affiliates or (B) any customer to cease doing business with, or reduce or modify its business with, the Company or the Company's affiliates, or (2) employ as an employee, independent contractor, consultant, or in any other position, any person who was an employee of the Company or the Company's affiliates during the aforementioned period.

(e) **Confidentiality.** For purposes of this Agreement, “**Confidential Information**” means any information (whether in written, oral, graphic, schematic, demonstration, or electronic format, whether or not specifically marked or identified as confidential, and whether obtained by you before or after the Effective Date), not otherwise publicly disclosed by Spirit, regarding (without limitation) Spirit, its Business, customers, suppliers, business partners, prospects, contacts, contractual arrangements, discussions, negotiations, evaluations, labor negotiations, bids, proposals, aircraft programs, costs, pricing, financial condition or results, plans, strategies, governmental relations, projections, analyses, methods, processes, models, tooling, know-how, trade secrets, discoveries, research, developments, inventions, engineering, technology, proprietary information, intellectual property, designs, computer software, intelligence, legal or regulatory compliance, accounting decisions, opportunities, challenges, and any other information of a confidential or proprietary nature. Notwithstanding the foregoing, Confidential Information will not include any information that: (1) Employee is required to disclose by the order of a court or administrative agency, subpoena, or other legal or administrative demand, so long as Employee gives the Company written notice and an opportunity to contest or seek confidential treatment of such disclosure and Employee fully cooperates at our expense with any such contest or confidential treatment request; (2) has been otherwise publicly disclosed or made publicly available by the Company; or (3) was obtained by Employee in good faith after Employee’s employment with the Company ended from a source that was under no obligation of confidentiality to the Company or any customer or supplier. For the avoidance of doubt, nothing in this Agreement limits, restricts or in any other way affects Employee from communicating with any governmental agency or entity concerning matters relevant to the governmental agency or entity. The parties agree that no confidentiality or other obligation Employee owes to the Company prohibits Employee from reporting possible violations of U.S. Federal law or regulation to any governmental agency or entity under any whistleblower protection provision of U.S. Federal or U.S. State law or regulation (including Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002) or requires Employee to notify the Company of any such report. In making any such report, however, Employee is not authorized to disclose communications with counsel that were made for the purpose of receiving legal advice, that contain legal advice or that are protected by the attorney work product or similar privilege. Employee is hereby notified that the immunity provisions in Section 1833 of title 18 of the United States Code provide that an individual cannot be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made (1) in confidence to federal, state or local government officials, either directly or indirectly, or to an attorney, and is solely for the purpose of reporting or investigating a suspected violation of the law, (2) under seal in a complaint or other document filed in a lawsuit or other proceeding, or (3) to Employee’s attorney in connection with a lawsuit for retaliation for reporting a suspected violation of law (and the trade secret may be used in the court proceedings for such lawsuit) as long as any document containing the trade secret is filed under seal and the trade secret is not disclosed except pursuant to court order.

(f) **Effect of Breach.** Employee agrees that a breach of this Section 4 may not adequately be compensated by money damages and, therefore, the Company shall be entitled, in addition to any other right or remedy available to it (including, but not limited to, an action for damages), to a temporary injunction restraining such breach or threatened breach, and Employee hereby consents to the issuance of such temporary injunction, without the requirement of the Company to post a bond or other security, until such time as a court makes a final ruling on the Company’s right to a permanent injunction restraining such breach or threatened breach.

(g) **Other Rights Preserved.** Nothing in this Section eliminates or diminishes rights which the Company may have with respect to the subject matter hereof under other agreements, the governing statutes, or under provisions of law, equity, or otherwise, except that the covenants contained in Sections 4(c) and (d) shall supersede and replace the same or similar covenants contained in any other agreements, including in the Benefit Plans. Without limiting the foregoing, this Section does not limit any rights the Company may have under any agreement with Employee regarding trade secrets and confidential information.

(h) Section 409A. The Company and Employee intend that the payments and benefits provided for in this Agreement either be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), or be provided in a manner that complies with Section 409A of the Code, and any ambiguity herein shall be interpreted so as to be consistent with the intent of this Section 4(h). In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on Employee by Code Section 409A or damages for failing to comply with Section 409A. Notwithstanding anything contained herein to the contrary, all payments and benefits under Section 6(b) of this Agreement shall be paid or provided only at the time of a termination of Employee’s employment that constitutes a “separation from service” from the Company within the meaning of Section 409A of the Code and the regulations and guidance promulgated thereunder (determined after applying the presumptions set forth in Treas. Reg. Section 1.409A-1(h)(1)). For purposes of Section 409A of the Code, each payment made under this Agreement will be treated as a separate payment. Further, if at the time of Employee’s termination of employment with the Company, Employee is a “specified employee” as defined in Section 409A of the Code as determined by the Company in accordance with Section 409A of the Code, and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in payments or benefits ultimately paid or provided to Employee) until the date that is at least six (6) months following Employee’s termination of employment with the Company (or the earliest date permitted under Section 409A of the Code), whereupon the Company will pay Employee a lump-sum amount equal to the cumulative amounts that would have otherwise been previously paid to Employee under this Agreement during the period in which such payments or benefits were deferred. Thereafter, payments will resume in accordance with this Agreement.

Notwithstanding anything to the contrary in this Agreement, in-kind benefits and reimbursements provided under this Agreement during any calendar year shall not affect in-kind benefits or reimbursements to be provided in any other calendar year, other than an arrangement providing for the reimbursement of medical expenses referred to in Section 105(b) of the Code, and are not subject to liquidation or exchange for another benefit. Notwithstanding anything to the contrary in this Agreement, reimbursement requests must be timely submitted by Employee and, if timely submitted, reimbursement payments shall be promptly made to Employee following such submission, but in no event later than December 31st of the calendar year following the calendar year in which the expense was incurred. In no event shall Employee be entitled to any reimbursement payments after December 31st of the calendar year following the calendar year in which the expense was incurred. This Section shall only apply to in-kind benefits and reimbursements that would result in taxable compensation income to Employee.

Additionally, in the event that following the date hereof the Company or Employee reasonably determines that any compensation or benefits payable under this Agreement may be subject to Section 409A of the Code, the Company and Employee shall work together to adopt such amendments to this Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effect), or take any other commercially reasonable actions necessary or appropriate to, in a manner that preserves to the maximum extent possible the economic value of the relevant payment or benefit under this Agreement to Employee (x) exempt the compensation and benefits payable under this Agreement from Section 409A of the Code and/or preserve the intended tax treatment of the compensation and benefits provided with respect to this Agreement or (y) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance.

5. Termination. This Agreement and the Employment Period shall terminate upon the following circumstances:

(a) Without Cause. At any time at the election of either Employee or the Company for any reason or no reason, without Cause, but subject to the provisions of this Agreement. It is expressly understood that Employee's employment is strictly "at will."

(b) Cause. At any time at the election of the Company for Cause. "**Cause**" for this purpose shall mean (i) Employee committing a material breach of this Agreement that, if curable, is not cured within ten (10) business days after written notice to Employee; (ii) acts involving moral turpitude, including fraud, material and willful dishonesty, material and intentional unauthorized disclosure of confidential information, the commission of a felony or other crime involving moral turpitude, or material violation of policies of the Company made available to Employee; (iii) direct and deliberate acts constituting a material breach of Employee's duty of loyalty to the Company; or (iv) Employee's willful or continuous refusal, or material failure, other than by reason of Disability (as defined below), to perform the duties reasonably assigned to Employee by the Company consistent with the provisions of this Agreement if such refusal is not remedied within ten (10) business days after written notice to Employee.

(c) Death or Disability. Employee's death or Employee's being unable, due to physical or mental disability, to render the services required to be rendered by Employee for more than a total of ninety (90) consecutive business days or an aggregate of a period of one hundred eighty (180) business days during any twelve-month period ("**Disability**").

6. Effect of Termination.

(a) General Rule. If Employee's employment terminates for any reason other than as described in Section 6(b) below, the Company will pay Employee's compensation only through the last day of employment, and, except as otherwise expressly provided in this Agreement or the STIP, the LTIP, the DCP, or any Benefit Plan; the Company will have no further obligation to Employee.

(b) Termination Without Cause. If Employee's employment is terminated by the Company without Cause at any time during the Initial Term of the Agreement, then for so long as Employee complies with his continuing obligations under Section 4, the Company will (i) pay Employee's monthly Base Salary in effect immediately before termination of Employee's employment for a period of one (1) year and (ii) pay the cost of COBRA medical and dental benefits coverage for a period of six (6) months.

To receive the benefits described in this Section 6(b), Employee will be required to sign a general release of claims in a form the Company deems acceptable. The release must be provided, and any revocation period must have expired, not later than 60 days after termination of employment. If the foregoing conditions are satisfied then, except as provided below, payment of salary continuation and other benefits will begin 60 days after termination of employment.

Notwithstanding any contrary provision of this Section 6(b), if Employee is a Specified Employee (as defined in Section 409A of the Code) at the time employment terminates, the payments described in Section 6(b) will, to the extent such amounts are deferred compensation within the meaning of Code Section 409A, be delayed until the date that is the earlier of (i) six (6) months after Employee's termination of employment, or (ii) the date of Employee's death, and upon reaching that date, all amounts that would have been paid during the six-month delay period, plus interest thereon at the prime rate (as published in the Wall Street Journal) from the date the payment would have been made but for this paragraph to the date of payment, will be paid in a single lump sum, and all remaining amounts will be paid in equal monthly payments for the remainder of the Salary Continuation Period.

Except as otherwise expressly provided in this Agreement or in any Benefit Plan, the Company will have no further obligation to Employee upon termination for any reason.

(c) Disability or Death. If Employee's employment terminates due to Disability or death, the Company will pay the Employee's monthly Base Salary only through the date of termination.

(d) Post-Termination Obligations. On termination of employment for any reason, (i) Employee will resign as of the date of such termination as a director and officer of Spirit and its affiliates and as a fiduciary of any of Spirit's or its affiliates' benefit plans, (ii) Employee will promptly execute and deliver upon such termination any document reasonably required by Spirit or an affiliate to evidence the foregoing resignations, (iii) Employee will immediately deliver to us all Confidential Information, all copies and embodiments thereof, and all records, notes, worksheets, schematics, customer lists, supplier lists, memoranda, computer files and storage devices, analyses and derivative works based thereon or which relate in any way thereto, and (iv) Employee will pay to us any amounts due and owing by you as specified in this Agreement.

(e) Survival of Provisions. Employee's obligations under Sections 4 through 9 of this Agreement will survive the expiration or termination of employment for any reason.

7. Representations and Warranties.

(a) No Conflicts. Employee represents and warrants to the Company that, to the best of his knowledge, Employee is under no duty (whether contractual, fiduciary, or otherwise) that would prevent, restrict, or limit Employee from fully performing all duties and services for the Company, and the performance of such duties and services shall not conflict with any other agreement or obligation to which Employee is bound. For the avoidance of doubt, Employee has disclosed to the Company that he has certain confidentiality, employee non-solicitation, employee non hire, and non-competition covenants to his prior employer that to the best of Employee's knowledge would not materially prevent, restrict or limit him from fully performing all duties and services for the Company.

(b) No Hardship. Employee represents and acknowledges that Employee's experience and/or abilities are such that observance of the covenants contained in this Agreement will not cause Employee any undue hardship and will not unreasonably interfere with Employee's ability to earn a livelihood.

8. Alternative Dispute Resolution.

(a) Mediation. Employee and the Company agree to submit all unsettled claims, disputes, controversies, and other matters in question between them arising out of or relating to this Agreement (including but not limited to any claim that the Agreement or any of its provisions is invalid, illegal, or otherwise voidable or void) or the dealings or relationship between Employee and the Company (“**Disputes**”) to mediation in Wichita, Kansas and in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. The mediation shall be private, confidential, voluntary, and nonbinding. Any party may withdraw from the mediation at any time before signing a settlement agreement upon written notice to each other party and to the mediator. The mediator shall be neutral and impartial. The mediator shall be disqualified as a witness, consultant, expert, or counsel for either party with respect to the matters in Dispute and any related matters. The Company and Employee shall pay their respective attorneys’ fee and other costs associated with the mediation, and the Company and Employee shall equally bear the costs and fees of the mediator. If a Dispute cannot be resolved through mediation within ninety (90) days of being submitted to mediation, the parties may proceed with legal action.

(c) Confidentiality. Employee and the Company agree that they will not disclose, or direct or assist those acting on their behalf to disclose, any aspect of the proceedings under Section 8(a) and Section 8(b), including but not limited to the resolution or the existence or amount of any award, to any person, firm, organization, or entity of any character or nature, unless divulged (i) to an agency of the federal or state government, (ii) pursuant to a court order, (iii) pursuant to a requirement of law, (iv) pursuant to prior written consent of the other party, (v) pursuant to a legal proceeding to enforce a settlement agreement or arbitration award, (vi) in connection with the arbitration (*e.g.*, to the parties, their respective counsel, legal assistants, support staff, experts, consultants, potential witnesses, court reporters) and/or (vii) to Employee’s family and/or accountant(s), legal, financial and/or tax advisor(s). This provision is not intended to prohibit nor does it prohibit Employee’s or the Company’s disclosures of the terms of any settlement or arbitration award to their attorney(s), accountant(s), financial and/or tax advisor(s), or family members, provided that they comply with the provisions of this paragraph.

(d) Injunctions. Notwithstanding anything to the contrary contained in this Section 8, the Company and Employee shall have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that the Company and Employee must contemporaneously submit the Disputes for nonbinding mediation under Section 8(a) and then for arbitration under Section 8(b) on the merits as provided herein if such Disputes cannot be resolved through mediation.

9. General.

(a) Notices. All notices required or permitted under this Agreement shall be in writing, may be made by personal delivery or facsimile transmission, effective on the day of such delivery or receipt of such transmission, or may be mailed by registered or certified mail, effective two (2) days after the date of mailing, addressed as follows:

To the Company:

Spirit AeroSystems, Inc.
Attention: Executive Vice President/Chief Administration Officer
3801 S. Oliver
P.O. Box 780008, Mail Code K15-19
Wichita, KS 67278-0008
Facsimile Number: (316) 523-8814

or such other person or address as designated in writing to Employee.

To Employee:

Mark Suchinski

or at Employee's last known residence address or to such other address as designated by Employee in writing to the Company.

(b) Successors. Neither this Agreement nor any right or interest therein shall be assignable or transferable (whether by pledge, grant of a security interest, or otherwise) by Employee or Employee's beneficiaries or legal representatives, except by will, by the laws of descent and distribution, or inter vivos revocable living grantor trust as Employee's beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and Employee and shall be enforceable by them and Employee's heirs, legatees, and legal personal representatives. If Employee dies during the Employment Period, the obligation to pay salary and provide benefits shall immediately cease except as otherwise set forth herein; and, absent actual notice of any probate proceeding, the Company shall pay any compensation due for the period preceding Employee's death to the following person(s) in order of preference: (i) spouse of Employee; (ii) children of Employee, in equal shares; (iii) father, mother, sisters, and brothers, in equal shares; or (d) the person to whom funeral expenses are due. Upon payment of such sum, the Company shall be relieved of all further obligations hereunder.

(c) Waiver, Modification, and Interpretation. No provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in a writing signed by Employee and an appropriate officer of the Company empowered to sign the same by the Board of Directors of the Company. No waiver by either party at any time of any breach by the party of, or compliance with, any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Kansas; provided, however, that the corporate law of the state of incorporation of the Company's parent shall govern issues related to the issuance of shares of its common stock. Except as provided in Section 8, any action brought to enforce or interpret this Agreement shall be maintained exclusively in the state and federal courts located in Wichita, Kansas.

(d) Interpretation. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement. No provision of this Agreement shall be interpreted for or against any party hereto on the basis that such party was the draftsman of such provision; and no presumption or burden of proof shall arise disfavoring or favoring any party by virtue of the authorship of any of the provisions of this Agreement.

(e) Counterparts. The Company and Employee may execute this Agreement in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute but one instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(f) Choice of Law and Forum. The validity, interpretation, construction, and performance of this Agreement will be governed by the laws of the State of Kansas, except that the corporate law of the State of Delaware will govern issues related to the issuance of common stock. Any action brought to enforce or interpret this Agreement will be maintained exclusively in the state and federal courts located in Wichita, Kansas.

(g) Invalidity of Provisions. If a court of competent jurisdiction shall declare that any provision of this Agreement is invalid, illegal, or unenforceable in any respect, and if the rights and obligations of the Parties to this Agreement will not be materially and adversely affected thereby, in lieu of such illegal, invalid, or unenforceable provision the court may add as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as is possible. If such court cannot so substitute or declines to so substitute for such invalid, illegal, or unenforceable provision, (i) such provision will be fully severable; (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (iii) the remaining provisions of this Agreement will remain in full force and effect and not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The covenants contained in this Agreement shall each be construed to be a separate agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action of Employee against the Company, predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of any of said covenants.

(h) Entire Agreement. This Agreement (together with the documents expressly referenced herein) constitutes the entire agreement between the parties, supersedes in all respects any prior agreement between the Company and Employee and may not be changed except by a writing duly executed and delivered by the Company and Employee in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first written above.

SPIRIT AEROSYSTEMS, INC.
"Company"

By: /s/ Samantha Marnick

Name: Samantha Marnick

Title: EVP, CAO & Strategy

/s/ Mark Suchinski

Mark Suchinski

"Employee"

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Section 3: EX-99.1 (EXHIBIT 99.1)

Exhibit 99.1



NEWS RELEASE

P.O. Box 780008 MC K12-14 / Wichita, Kansas 67278-0008 / www.spiritaero.com

Spirit AeroSystems Announces Finance Organization Leadership Transition

Company Names Spirit Veteran Mark Suchinski as Chief Financial Officer; Suchinski Served as Spirit's Controller and Principal Accounting Officer from 2014 to 2018

Spirit Identified Accounting Process Non-Compliance Related to Certain Prior Period Potential Contingent Liabilities

Company Believes Matter Will Not Result in Restatement of Financial Statements for the Third Quarter Ended September 26, 2019, or Materially Impact Financial Statements for the Fiscal Year Ended December 31, 2019

WICHITA, Kan., January 30, 2020 -- Spirit AeroSystems [NYSE: SPR] today announced the appointment of Mark Suchinski as Senior Vice President and Chief Financial Officer and Damon Ward as Interim Controller and Principal Accounting Officer, effective January 29, 2020. These appointments follow the resignations of Jose Garcia, Senior Vice President and Chief Financial Officer, and John Gilson, Vice President, Controller and Principal Accounting Officer.

"We are pleased to have Mark stepping into the CFO role," said Spirit AeroSystems President and CEO Tom Gentile. "Mark is a long-tenured and respected leader at Spirit, particularly within the finance team where he held a variety of key roles from 2006 to 2018, including serving as Controller and Principal Accounting Officer from 2014 to 2018. He brings a comprehensive understanding of our business and has strong relationships with both internal and external stakeholders. Mark is supported by Spirit's talented finance organization and is committed to our future success."

In December 2019, Spirit received information through its established compliance processes that led Spirit to commence a review of its accounting process compliance. As a result of the review, which is ongoing, Spirit determined that it did not comply with its established accounting processes related to certain potential contingent liabilities that were received by Spirit after the end of third quarter 2019. As of today, Spirit believes this non-compliance will not result in a restatement of Spirit's financial statements for the third quarter ended September 26, 2019 or materially impact the financial statements for the fiscal year ended December 31, 2019. However, the review is ongoing and no final conclusion has been made. In light of these findings, Messrs. Garcia and Gilson tendered their resignations. Spirit has communicated about this matter with the Securities and Exchange Commission and anticipates fully cooperating with any inquiries the Commission may have.

Spirit is taking steps to strengthen procedures relating to contingent liabilities of this type to ensure they are processed correctly in the future. Spirit expects to file its Form 10-K for the 2019 fiscal year by the Securities and Exchange Commission's deadline.

About Mr. Suchinski

Mr. Suchinski has served in various financial leadership roles at Spirit since 2006. Since 2019, Mr. Suchinski served as Spirit's Vice President, Quality. Before that he was Vice President, Boeing 787 Program, from 2018 to 2019. From 2014 to 2018, he was Spirit's Vice President, Controller and Principal Accounting Officer, having previously held numerous roles within Spirit's finance organization including Vice President, Treasurer and Financial Planning; Vice President, Finance and Treasurer; Vice President, Financial Planning & Analysis and Corporate Contracts; and Controller, Aerostructures Segment. Prior to joining Spirit, he was at Home Products International, where he served as Vice President and Chief Accounting Officer from 2004 to 2006, and Corporate Controller from 2000 to 2004. Prior to that, he held financial leadership positions of controller and senior finance manager at other companies. He also spent three years in public accounting. Mr. Suchinski received his Bachelor of Science degree in Accounting from DePaul University.

On the web: www.spiritaero.com

On Twitter: @SpiritAero

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Contacts:

Media: Keturah Austin
(316) 523-2611
keturah.austin@spiritaero.com

Investor Relations: Ryan Avey
(316) 523-7040
ryan.d.avey@spiritaero.com

About Spirit AeroSystems Inc.

Spirit AeroSystems designs and builds aerostructures for both commercial and defense customers. With headquarters in Wichita, Kansas, Spirit operates sites in the U.S., U.K., France and Malaysia. The company's core products include fuselages, pylons, nacelles and wing components for the world's premier aircraft. Spirit AeroSystems focuses on affordable, innovative composite and aluminum manufacturing solutions to support customers around the globe. More information is available at www.SpiritAero.com.

Cautionary Statement Regarding Forward-Looking Statements

This press release contains “forward-looking statements” that may involve many risks and uncertainties. Forward-looking statements generally can be identified by the use of forward-looking terminology such as “aim,” “anticipate,” “believe,” “could,” “continue,” “estimate,” “expect,” “goal,” “forecast,” “intend,” “may,” “might,” “objective,” “outlook,” “plan,” “predict,” “project,” “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. 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, without limitation, the timing and conditions surrounding the return to service of the 737 MAX and any related impacts on our production rate; our reliance on Boeing for a significant portion of our revenues; our ability to execute our growth strategy, including our ability to timely complete and integrate our announced Asco and Bombardier acquisitions; our ability to accurately estimate and manage performance, cost, and revenue under our contracts; economic conditions in the industries and markets in which we operate in the U.S. and globally; our ability to manage our liquidity, borrow additional funds or refinance debt; the on-going review of our accounting processes and the potential effect on our financial statements; and other factors disclosed in our filings with the Securities and Exchange Commission. 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. 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.

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