

## **MONITOR AGREEMENT**

This Monitor Agreement ("Monitor Agreement" or "Agreement") entered into this 31st day of October 2025, among ALCIS ADVISERS GmbH ("Monitor"), who has been chosen to act as Monitor, The Boeing Company ("Boeing") and Spirit AeroSystems, Inc. ("Spirit") (with Boeing and Spirit together as "Respondents") (Monitor and Respondents are each individually referred to herein as a "Party" and collectively referred to herein as the "Parties"), provides as follows:

WHEREAS Respondents entered into an Agreement and Plan of Merger dated June 30, 2024, pursuant to which Boeing will acquire Spirit;

WHEREAS the United States Federal Trade Commission (the "Commission") is expected to accept an Agreement Containing Consent Orders with Respondents, which includes an Order to Maintain Assets and a Decision and Order (the "Consent Agreement");

WHEREAS the Consent Agreement will provide for the appointment of a Monitor to assure that Respondents comply with all of their obligations and perform all of their responsibilities required by the Decision and Order and the Order to Maintain Assets;

WHEREAS the Consent Agreement will further provide that Respondents may execute an agreement, subject to prior approval of the Commission, conferring all the rights, powers, and authority necessary to permit the Monitor to perform its duties and responsibilities pursuant to the Consent Agreement;

WHEREAS this Monitor Agreement, although executed by the Monitor and Respondents, is not effective for any purpose, including but not limited to imposing rights and responsibilities on Respondents or Monitor, except for those obligations under the confidentiality provisions herein, until this Monitor Agreement has been approved by the Commission;

WHEREAS the Monitor is well versed in the monitoring of divestitures and wishes to accept such appointment upon the terms and conditions stated herein; and

WHEREAS the Parties to this Monitor Agreement intend to be legally bound, subject only to the Commission's approval of this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Capitalized terms used herein and not specifically defined herein shall have the respective definitions to be given to them in the Consent Agreement.
2. The Monitor shall have all of the powers, authority, and responsibilities expected to be conferred upon the Monitor by the Consent Agreement, including, without limitation, the responsibility, consistent with the Consent Agreement, for monitoring Respondents' compliance with their obligations under the Consent Agreement. The Monitor shall have the authority to employ, in its sole discretion, at the reasonable expense of Respondents, such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities.

3. In the performance of the functions and duties under this Agreement, the Monitor warrants that it will perform its obligations hereunder in good faith, using best efforts to perform these services in accordance with generally accepted industry standards.

4. The Monitor shall act as an independent third party and not as an employee or agent of Respondents or of the Commission. The Monitor shall act in consultation with the Commission or its staff.

5. The Monitor shall notify Respondents and the Commission, in writing, no later than 5 business days in advance of entering into any arrangement that creates a conflict of interest, or the appearance of a conflict of interest, including a financial, professional or personal conflict. If the Monitor becomes aware of such a conflict only after it has arisen, the Monitor shall notify Respondents and the Commission of any such conflict as soon as the Monitor becomes aware of the conflict.

6. The Monitor shall have full and complete access, subject to reasonable protection for trade secrets, any legally recognized privilege of Respondents, and the confidentiality obligations provided in Paragraph 11, to Respondents' personnel, information, and facilities, to the extent relating to the Respondents' compliance with their obligations under the Consent Agreement, including their obligations related to the Divestiture Assets, as the Monitor may reasonably require to perform the services set forth herein, subject to the limitations contained in the Consent Agreement. Documents, records, and other relevant information are to be provided in an electronic format if they exist in that form. Such access shall include, inter alia, access to relevant information related to the Divestiture Assets. Respondents shall cooperate with any reasonable request of the Monitor, including but not limited to complying with the Monitor's requests for onsite visits and interviews with employees of Respondents or Divestiture Business Employees, or making such arrangements with third parties to facilitate access by the Monitor. Respondents shall take no action to interfere with or impede the Monitor's ability to monitor Respondents' compliance with the Consent Agreement.

7. The Monitor shall give Respondents reasonable notice of any request for such access or such information and shall attempt to schedule any access or requests for information in such a manner as will not unreasonably interfere with Respondents' operations. At the request of the Monitor, Respondents shall promptly arrange meetings and discussions, including tours of relevant facilities, at reasonable times and locations between the Monitor and employees of Respondents who have knowledge relevant to the proper discharge of the Monitor's responsibilities under the Consent Agreement.

8. Respondents shall designate a senior employee of Respondents to be a primary contact for the Monitor and to notify the Monitor regarding any changes in the contact personnel. Respondents shall notify the Monitor of meetings and other critical events relating to the Divestiture Assets or the Consent Agreement and provide any available minutes of such meetings to the Monitor.

9. Respondents shall provide and the Monitor shall evaluate reports submitted by Respondents pursuant to the Consent Agreement. The Monitor shall report in writing to the Commission concerning performance by Respondents of their obligations under

the Consent Agreement on a schedule to be determined by Commission staff.

10. In response to a request by the Commission or its staff, the Monitor shall further report in writing to the Commission concerning Respondents' compliance with their obligations under the Consent Agreement and this Monitoring Agreement.

11. The Monitor shall maintain the confidentiality of all information provided by Respondents, the acquirer of the assets to be divested, any supplier or customer of Respondents, or the Commission; all confidential business information; and all confidential aspects of the performance of the duties under this Agreement. Except as provided in this Agreement, such confidential information may be disclosed, subject to a non-disclosure or other confidentiality agreement prior to disclosure, only to (i) Persons employed by, or working with, the Monitor under this Monitor Agreement, (ii) any other Person to whom disclosure is reasonably necessary for the Monitor to fulfill its duties, or (iii) the Commission and Commission staff. When providing such information to any third party pursuant to this Agreement, the Monitor shall label such information "Confidential." The Monitor shall request confidential treatment by the Commission and Commission staff of any confidential information turned over to the Commission, including any information labeled "Confidential" by Respondents. The Monitor shall use the information provided by Respondents pursuant to this Agreement or learned in connection with performing its obligations under this Agreement only in performance of the duties set forth herein. At no time shall the Monitor use such information for any other purpose or for the benefit of any other Person. The confidentiality obligations of this Paragraph shall survive the termination of this Agreement.

12. The Monitor shall maintain a record and inform the Commission of all persons (other than representatives of the Commission) to whom confidential information has been disclosed.

13. Nothing in this Agreement shall require Respondents or the Monitor to disclose any material or information that is subject to a legally recognized privilege, contains trade secrets, or that Respondents or the Monitor are prohibited from disclosing by reason of law.

14. Respondents will pay the Monitor fees for all reasonable time spent in the performance of its duties under this Agreement in accordance with the confidential fee scheduled listed on Schedule A to this Agreement. In addition, Respondents will pay all documented out-of-pocket expenses reasonably incurred by the Monitor in the performance of the Monitor's duties, including all fees and disbursements reasonably incurred by such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities. Payments under this Paragraph 14 shall be made on a monthly basis until the Monitor ceases its activities under this Agreement. The Monitor shall provide Respondents with monthly invoices for time and expenses that include details and an explanation of all matters for which the Monitor submits an invoice to Respondents. Respondents shall pay such invoices within 45 days of receipt.

15. Respondents hereby confirm their obligation to indemnify the Monitor (and, as used in this Paragraph, all Persons retained by the Monitor) and hold the Monitor harmless against any losses, claims, damages, liabilities or expenses arising out of, or in

connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparations for, or defense of, any claim whether or not resulting in any liability, except to the extent that such liabilities, losses, damages, claims, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Monitor.

16. In the event of a disagreement or dispute between Respondents and the Monitor that does not involve the Monitor's performance of the duties and responsibilities under the Consent Agreement, and in the event that such disagreement or dispute cannot be resolved by the Parties, the Parties shall submit the matter to binding arbitration before the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Binding arbitration shall not be available, however, to resolve any disagreement or dispute concerning Respondents' obligations pursuant to any Consent Agreement entered by the Commission. Parties will continue making payments to the Monitor while it pursues remedies for the dispute.

17. This Agreement shall terminate the earlier of: (a) the Commission's notice that it does not approve the Monitor or this Monitor Agreement; (b) the expiration or termination of the Consent Agreement; (c) Respondent's receipt of written notice from the Commission that the Commission has determined that the Monitor has ceased to act or failed to act diligently, or is unwilling or unable to continue to serve as Monitor; (d) with at least thirty (30) days advance notice to be provided by the Monitor to Respondents and to the Commission, upon resignation of the Monitor; (e) the conclusion of the Monitor's duties under the Decision and Order; or (f) as otherwise provided in the Decision and Order. In the event that the Monitor resigns or the Commission appoints a substitute monitor, the Monitor shall cooperate with Respondents pursuant to Paragraph 19.

18. Upon termination of the Monitor's duties under this Monitor Agreement, the Monitor shall consult with the Commission's staff regarding disposition of any written and electronic materials (including materials that Respondents provided to the Monitor) in the possession or control of the Monitor that relate to the Monitor's duties, and the Monitor shall dispose of such materials, which may include sending such materials to the Commission's staff, as directed by the staff. In response to a request by Respondents to return or destroy materials that Respondents provided to the Monitor, the Monitor shall inform the Commission's staff of such request and, if the Commission's staff do not object, shall comply with the Respondents' request. Nothing herein shall abrogate the Monitor's duty of confidentiality, which includes an obligation not to disclose any non-public information that was obtained while acting as a Monitor.

19. Should the Commission appoint a substitute monitor pursuant to the Consent Agreement or should the Monitor terminate this Agreement pursuant to Paragraph 17, the Monitor shall cooperate with Respondents and the substitute monitor in order to effect a prompt transition to the substitute monitor. Such cooperation shall include, but is not limited to, (i) the prompt return to Respondents of all confidential materials as required by the preceding Paragraph of this Agreement, and (ii) the provision of access to the Monitor and any personnel hired by the Monitor for interviews by Respondents and/or the substitute monitor for purposes of gathering relevant information relating to the performance by the Monitor of their duties.



20. Any notices or other communication required to be given hereunder shall be deemed to have been properly given if sent by mail or e-mail to the applicable Party at its address below (or to such other address as to which such Party shall hereafter notify the other party):

If to the Monitor, to:

David Cayet and Dr. Ulrich Puls  
Alcis Advisers GmbH  
Fasanenstr. 73  
10719 Berlin  
Germany  
[David.cayet@alcis-advisers.com](mailto:David.cayet@alcis-advisers.com)  
[Ulrich.puls@alcis-advisers.com](mailto:Ulrich.puls@alcis-advisers.com)

If to Respondents, to:

Ryan W. Bounds  
Senior Counsel  
The Boeing Company  
Post Office Box 3707  
Seattle WA 98124-2207  
[Ryan.Bounds@Boeing.com](mailto:Ryan.Bounds@Boeing.com)

David E. Myers  
VP, General Counsel &  
Corporate Secretary  
Spirit Aerosystems, Inc.  
3801 South Oliver Street  
Wichita, Kansas 67210  
[David.myers@spiritaero.com](mailto:David.myers@spiritaero.com)

21. The Monitor Agreement may not be assigned by Respondents or the Monitor without the prior written consent of the other Party and the Commission.

22. It is understood and agreed that the Monitor shall act as an independent contractor in the undertaking of this Agreement and the Monitor shall exercise control over and employ its own means and methods of accomplishing the projects and tasks in performing services hereunder.

23. This Monitor Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

24. This Monitor Agreement contains the entire agreement between the Parties relating to the subject matter hereof and supersedes all previous negotiations, agreements, undertakings and representations, documents, minutes of meetings, letters or

notices (whether oral or written) between the Parties and/or their respective affiliates with respect to the subject matter.

25. This Monitor Agreement shall not become binding until it has been approved by the Commission. This Monitor Agreement does not limit, and the Parties shall not construe it to limit, the terms of the Consent Agreement, and to the extent any provision in this Monitor Agreement varies from or conflicts with any provision in the Consent Agreement, the Parties shall comply with the Consent Agreement and any provision not in conflict shall survive and remain a part of this Monitor Agreement.

26. This Monitor Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of New York.

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

The Boeing Company

Spirit AeroSystems, Inc.

By: 



Name: Ryan W. Bounds

Name: David E. Myers

Title: Senior Counsel

Title: VP, General Counsel & Corporate Secretary

ALCIS ADVISERS GmbH

By: 

Name: David Cayet

Title: Managing Director

**Schedule A: Fee & Personnel Schedule**

**Name/Category**

**Hourly Rate**

