

**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): **March 1, 2017**

**MOOG INC.**

(Exact name of registrant as specified in its charter)

**New York**  
(State or Other Jurisdiction  
of Incorporation)

**1-5129**  
(Commission  
File Number)

**16-0757636**  
(I.R.S. Employer  
Identification No.)

**East Aurora, New York**  
(Address of principal executive offices)

**14052-0018**  
(Zip Code)

Registrant's Telephone Number, Including Area Code: **(716) 652-2000**

**N/A**

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

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

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

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

On March 1, 2017, Moog Inc. (the “Company”) entered into a Retention Agreement (the “Retention Agreement”) with Donald R. Fishback, a Vice President and the Chief Financial Officer of the Company, in order to incentivize him to remain employed with the Company in such capacities.

Under the terms of the Retention Agreement, if Mr. Fishback remains continuously employed by the Company as Chief Financial Officer, the Company will make monthly contributions to the Company’s Defined Contribution Supplemental Retirement Plan (“DC SERP”) on Mr. Fishback’s behalf, beginning for the month of March 2017 ending for the month of November 2019. The contributions will be in the amount of \$122,220 for the month of March 2017 and \$30,555 for each succeeding month through and including the month of November 2019. The monthly contributions to the DC SERP on Mr. Fishback’s behalf will cease on the earlier of (a) his ceasing to perform services as Chief Financial Officer to the Company on a full-time basis, or (b) his “separation from service” within the meaning of Section 409A of the Internal Revenue Code.

The contributions by the Company to the DC SERP on Mr. Fishback’s behalf will not otherwise affect his existing compensation from the Company.

The foregoing summary of the Retention Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Retention Agreement attached hereto as Exhibit 10.1 and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

10.1 Retention Agreement, effective March 1, 2017, by and between Moog Inc. and Donald R. Fishback.

**SIGNATURE**

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.

**MOOG INC.**

Dated: March 6, 2017

By: /s/ Jennifer Walter

Name: Jennifer Walter  
Controller

## EXHIBIT INDEX

Exhibit	Description
10.1	Retention Agreement, effective March 1, 2017, by and between Moog Inc. and Donald R. Fishback.

March 1, 2017

Mr. Donald R. Fishback  
Vice President, Chief Financial Officer  
Moog Inc.

### **Retention Agreement**

Dear Don,

Moog Inc. (the “Company”) considers your continued service and dedication to the Company as Vice President and Chief Financial Officer to be important to the Company’s business. As a result, the Company agrees to make discretionary contributions on your behalf to the Moog Inc. Defined Contribution Supplemental Executive Retirement Plan (the “DC SERP”) in accordance with the terms of this Retention Agreement (this “Agreement”).

1. This Agreement will be effective March 1, 2017 (the “Effective Date”).
2. If you remain continuously employed by the Company as Chief Financial Officer, the Company will make a monthly Discretionary Contribution (as defined in the DC SERP) on your behalf to the DC SERP, beginning with the month that includes the Effective Date and ending for the month of November 2019. Notwithstanding anything in this Agreement to the contrary, monthly Discretionary Contributions to the DC SERP on your behalf will cease on the earlier of (a) your ceasing to perform services as Chief Financial Officer to the Company on a full-time basis, or (b) your “separation from service” (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”)).
3. Subject to Paragraph 2 of this Agreement, the Company agrees to make a Discretionary Contribution to the DC SERP on your behalf in the amount of \$122,220 for the month that includes the Effective Date. For each succeeding month, the Company agrees to make a Discretionary Contribution to the DC SERP on your behalf in the amount of \$30,555. Any Discretionary Contributions will be credited to your Account (as defined in the DC SERP) no later than the last day of the month to which the monthly Discretionary Contribution relates.
4. You agree and understand that the Company will not make any Company Contribution (as defined in the DC SERP) to the DC SERP on your behalf.
5. Notwithstanding anything in the Moog Inc. Supplemental Retirement Plan (the “DB SERP”) to the contrary, your benefit under the DC SERP will not reduce your benefit under the DB SERP. In addition, you agree and understand that any contributions to, or any benefits under, the DC SERP will not be considered “Compensation” under the DB SERP.
6. This Agreement may only be amended through a writing signed by the Company and you.
7. This Agreement will be construed in accordance with the laws of the State of New York without regard to its conflict-of-law principles. Any action or proceeding brought by either of the parties that arises in connection with this Agreement will be brought only in a state or federal court located in the State of New York, County of Erie.
8. This Agreement contains all of the agreements, understandings, and representations between the Company and you relating to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous written and oral understandings, discussions, agreements, representations, and warranties with respect to the subject matter hereof.

9. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute one and the same Agreement. Copies of signatures transmitted by facsimile or electronic mail will have the same effect as original signatures.

10. You may not make any assignment of this Agreement. Any purported assignment by you will be null and void from the initial date of purported assignment. This Agreement will inure to the benefit of and be binding on the Company and its respective successors and assigns.

11. This Agreement is intended to comply with or be exempt from Code Section 409A so as not to subject you to payment of interest or any additional tax under Code Section 409A. All terms of this Agreement that are undefined or ambiguous will be interpreted in a manner that is consistent with Code Section 409A if necessary to comply with Code Section 409A. The Company will, to the extent reasonably possible, amend this Agreement in order to comply with Code Section 409A, except that the Company will not be required to amend this Agreement if such amendment would increase the amount payable by the Company under this Agreement. In no event will the Company be liable to you or any other person with respect to any adverse tax consequences arising under Code Section 409A or any other provision of the Code.

**MOOG INC.**

By: /s/ John Scannell

Name: John Scannell

Title: Chief Executive Officer

**DONALD R. FISHBACK**

/s/ Donald R. Fishback