

**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): **September 29, 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))

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.

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EX-10.1

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

On September 29, 2017, the Executive Compensation Committee (the “Committee”) of the Board of Directors took the following actions:

1. Approved a revised Moog Inc. Management Short Term Incentive Plan (the “Plan”), which amends and restates the terms applicable to annual bonuses, short term incentive (“STI”), paid to named executive officers, including providing for such annual amounts to be paid in cash and/or Company stock as may be determined by the Committee. Previously, the Plan limited the form of payment of the STI to cash. The bonus formula and multipliers for fiscal year 2017 remained the same for the named executive officers. The applicable multipliers will typically be established by the Company each fiscal year within 90 days of the beginning of the fiscal year.
2. Authorized the payment of an additional cash bonus to each of the named executive officers for fiscal year 2017 in the amount equal to 50% of the amount he or she would be entitled to be paid under the formula and multipliers previously approved by the Committee in November 2016, if certain financial results are achieved. Based on the Company’s guidance presented on July 28, 2017, the estimated aggregate cost of these additional bonuses for FY 2017 for the named executive officers (a group of 5 individuals), is approximately \$350,000.

The actions of the Committee were ratified by the Board of Directors on September 30, 2017. The foregoing brief description is qualified in its entirety by the full text of the Plan, which is attached hereto as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Moog Inc. Management Short Term Incentive Plan, effective as of September 29, 2017.

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.

MOOG INC.

Dated: October 5, 2017

By: /s/ Jennifer Walter

Name: Jennifer Walter

Controller

EXHIBIT INDEX

Exhibit	Description
10.1	Moog Inc. Management Short Term Incentive Plan, effective as of September 29, 2017.

Exhibit 10.1

MOOG INC. MANAGEMENT SHORT TERM INCENTIVE PLAN Effective September 29, 2017

Purpose

The purpose of this Moog Inc. Management Short Term Incentive Plan (the “Plan”) is to attract, motivate and retain highly qualified executives serving on the management team of Moog Inc. (the “Company”), and to reward them according to the success of the Company by paying them annual bonuses (“Bonuses”) in cash and/or shares of the capital stock of the Company (“Company Stock”) contingent on Company performance.

General

This Plan supersedes all prior short-term incentive plans. The Chief Executive Officer of the Company has full authority to establish levels of management eligible to participate in the Plan (“Management Tiers”) and to interpret, amend or modify the Plan at his sole discretion, with the exception of the application of the Plan to executive officers of the Company and the award of Company Stock as a form of payment, which rests with the Executive Compensation Committee (the “Committee”) of the Board of Directors of the Company.

Plan Year

“Plan Year” refers to the fiscal year of the Company.

Eligibility

A Company employee is eligible to participate in the Plan and receive a Bonus for a Plan Year if the employee:

- is employed in an “eligible position,” that is, as a Company officer or in a management level position determined to be in one of the designated Management Tiers;
- is employed in an eligible position at the start of the Plan Year, or is hired or promoted into an eligible position during the Plan Year; and
- except as described below, is employed in an eligible position as a full-time employee on the date payment of the Bonus for a Plan Year is to be made.

Partial Service

The following rules will apply to employees who are employed in an eligible position for only a portion of the Plan Year:

- Retirement. An eligible employee who retires during a Plan Year will be eligible to receive a prorated amount of any Bonus earned for the Plan Year, based on the number of full months of employment in an eligible position during the Plan Year, without regard to the requirement that the employee be employed on the payment date. Where retirement occurs before the end of a Plan Year, the employee will be eligible to receive a prorated bonus based on the number of completed months worked during that year. An employee will be considered a “Retiree” if, at the date on which employment terminates, he or she is at least age 55 and has completed at least 15 years of service or is age 65 or over.
- Disability. An eligible employee who receives long-term disability (“LTD”) payments during a Plan Year under a Company LTD Plan or policy will be eligible to receive a prorated amount of any Bonus earned for the Plan Year. Any Bonus payment earned for the Plan Year will be reduced, based on the number of full months the employee is absent on LTD leave during the Plan Year. LTD leave generally begins after six months of short term disability leave. An eligible employee will receive employment credit under the Plan while on short term disability leave. If an eligible employee ceases to qualify for LTD, and the eligible employee does not return to work with the Company at that time, the eligible employee will forfeit any right to receive any unpaid Bonus for the Plan Year.
- Leave of Absence. An eligible employee on a Company-approved leave of absence during a Plan Year (other than disability leave) will be eligible to receive a prorated amount of any Bonus earned for the Plan Year, based on the number of full months of active service performed by the eligible employee for the Company during the Plan Year. For this purpose, an eligible employee will be treated as continuing in active service with the Company for the first 90 days of the approved leave for purposes of calculating Bonus payments. If the Company-approved leave of absence ends for any reason prior to the date any Bonus for the Plan Year is paid, and the eligible

employee does not return to work with the Company at that time, the eligible employee will forfeit any right to receive a Bonus for the Plan Year.

- New Hires/Promotions/Other Status Change. An employee who is hired into or promoted into an eligible position or otherwise has a position status change other than described above during the Plan Year will be eligible to receive a prorated amount of any Bonus earned, based on the number of full months of employment in an eligible position during the Plan Year.

Provided, however, in foreign jurisdictions (*i.e.*, outside of the United States of America) modification may be necessary to comply with local laws.

Separate Agreement

An eligible employee's right to a Bonus under this Plan may be superseded by the terms of a separate agreement between the Company and the employee that precludes payment of a Bonus for a Plan Year under certain circumstances or upon the occurrence of certain events.

Bonus Determinations

Bonuses will be based on both (a) the Company's year over year percentage improvement in diluted earnings per share ("EPS"), and (b) free cash flow conversion ("FCF"), defined as free cash flow divided by net earnings. Subject to a maximum payment cap, the Bonus amount payable to any eligible employee is determined by multiplying the eligible employee's Base Salary by the sum of the following: (i) the product of the percentage growth in the Company's EPS for the Plan Year over the prior Plan Year's EPS and a multiplier based on the employee's position, plus (ii) the product of actual FCF performance for the Plan Year and a multiplier based on the employee's position, as expressed in the following formula:

$$\text{Base Salary} \times [(\% \text{ Increase in EPS} \times \text{EPS Growth Multiplier}) + (\text{Actual \% FCF performance} \times \text{FCF Multiplier})] = \text{Bonus}$$

The EPS element is a straight multiple of growth, while the FCF element increases or decreases in line with FCF performance above or below 100%. The applicable Plan Year multipliers will typically be established by the Company each year within 90 days of the beginning of the Plan Year. Base Salary means the annualized base rate of pay as of the last day of the Plan Year, prior to any annual salary increase for the following Plan Year, except that in the case of an eligible employee who retires during a Plan Year, Base Salary means the eligible employee's annualized base rate of pay as of the date of his or her retirement. Subject to adjustment based on local law, base salary does not include bonuses, family allowances, meal allowances, vacation pay premiums, company car allowances and other perquisites of employment.

Bonus Cap

All Bonuses paid under this Plan shall be subject to an annual cap based on a percentage of Base Salary. The percentage cap will be established at the same time as the applicable Plan Year multipliers are established.

Time and Form of Payment

Any Bonuses payable with respect to a Plan Year will be paid following the end of the Plan Year. Payments of cash and/or stock will be made no later than March 15 following the end of the Plan Year.

Miscellaneous

Plan terms for employees in foreign jurisdictions are subject to modification as necessary to comply with local laws.

Bonuses payable under the Plan are subject to any required federal, state, local, foreign and other applicable taxes and withholdings.

The Plan will be governed by and construed in accordance with the laws of the State of New York without regard to principles of choice of laws.

Nothing in the Plan confers upon any employee or other person any rights with respect to the continuation of employment by the Company or interferes in any way with the right of the Company at any time to terminate such employment or to increase or decrease the compensation payable to the employee from the rate in effect at the commencement of a Plan Year or to otherwise modify the terms of the employee's employment.

The Company reserves the right to amend any provision or terminate the Plan at any time and for any reason, with or without notice.

The Plan and all Bonuses awarded under the Plan are subject to all applicable policies of the Company, including any recoupment or clawback policy, as may exist from time to time. All bonus payments, whether received in cash or Company Stock are subject to applicable income taxes.