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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): April 21, 2026**

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**Virgin Galactic Holdings, Inc.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38202**  
(Commission  
File Number)

**85-3608069**  
(IRS Employer  
Identification No.)

**1700 Flight Way**  
**Tustin, California**  
(Address of principal executive offices)

**92782**  
(Zip Code)

**(949) 774-7640**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

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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 :

- 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
<b>Common stock, \$0.0001 par value per share</b>	<b>SPCE</b>	<b>New York Stock Exchange</b>

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

On April 21, 2026, Virgin Galactic Holdings, Inc., together with Galactic Co., LLC (which we refer to, collectively with Virgin Galactic Holdings, Inc., as the “Company”), entered into amendments (the “Amendments”) to the employment agreements with the Company’s Chief Financial Officer and Treasurer, Douglas Ahrens, and Chief People Officer and Executive Vice President, Astronaut Operations, Aparna Chitale. The Amendments modified certain provisions in the executives’ employment agreements.

Pursuant to the Amendments:

- upon a qualifying termination, Mr. Ahrens and Ms. Chitale will be entitled to receive any earned but unpaid annual bonus for the year prior to the year of termination.
- upon a qualifying termination on or within 24 months following a change in control, (i) Mr. Ahrens’ cash severance multiplier was increased from 1.0 to 1.5 and (ii) the Company-subsidized healthcare coverage for each of Mr. Ahrens and Ms. Chitale was increased from 12 to 18 months.

A qualifying termination generally means a termination of the executive’s employment by the Company without “cause” or by the executive for “good reason” (each as defined in the executive’s employment agreement).

The foregoing description of the Amendments does not purport to be complete and is qualified in its entirety by reference to the complete text of the Amendments, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 9.01**                    **Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>Amendment to Employment Agreement, dated as of April 21, 2026, by and among Virgin Galactic Holdings, Inc., Galactic Co., LLC and Douglas Ahrens.</u></a>
10.2	<a href="#"><u>Amendment to Employment Agreement, dated as of April 21, 2026, by and among Virgin Galactic Holdings, Inc., Galactic Co., LLC and Aparna Chitale.</u></a>
104	<a href="#"><u>Cover Page Interactive Data File (embedded within the Inline XBRL document)</u></a>



**SIGNATURES**

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

**VIRGIN GALACTIC HOLDINGS, INC.**

Date: April 21, 2026

By: /s/ Sarah Kim  
Name: Sarah Kim  
Title: Executive Vice President, Chief Legal Officer and  
Corporate Secretary

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this “*Amendment*”) is made as of April 21, 2026 (the “*Effective Date*”) by Galactic Co., LLC (“*OpCo*”), Virgin Galactic Holdings, Inc. (“*PubCo*”) and, together with OpCo, the “*Company*”) and Douglas Ahrens (the “*Executive*”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

**RECITALS**

- A. The parties have entered into that certain Employment Agreement dated as of February 22, 2021 (the “*Agreement*”).
- B. The parties hereto wish to amend certain terms of the Agreement.

**AMENDMENT**

The parties hereto hereby amend the Agreement as follows, effective as of the Effective Date:

1. The first sentence of Section 4(b)(i) (*Cash Severance*) of the Agreement is hereby deleted and replaced in its entirety with the following:
 

“The Company shall pay the Executive an amount equal to 1.0 (the “*Severance Multiplier*”) multiplied by the sum of (i) the Base Salary and (ii) the Target Bonus (the “*Severance*”); provided, however, that in the event the Qualifying Termination occurs on or within 24 months following a Change in Control, then the Severance Multiplier instead shall be 1.5.”
  2. Section 4(b)(ii) (*Annual Bonus*) of the Agreement is hereby deleted and replaced in its entirety with the following:
 

“(ii) *Prior Year Bonus; Annual Bonus*. The Company shall pay to the Executive an amount equal to the Annual Bonus earned but unpaid for the calendar year prior to the calendar year in which such termination occurs (if any). In addition, the Executive shall remain eligible to be paid the Annual Bonus for the calendar year in which the Date of Termination occurs in accordance with Section 2(b)(ii), provided, however, that the magnitude of any such Annual Bonus shall be multiplied by a fraction which is equal to the number of days elapsed in such calendar year as of the Date of Termination divided by 365 (or 366 if the calendar year is a leap year).”
  3. The last sentence of Section 4(b)(iii) (*COBRA*) of the Agreement is hereby deleted and replaced in its entirety with the following:
 

“For purposes of this Agreement, “*COBRA Period*” shall mean the period beginning on the Date of Termination and ending on the 12-month anniversary thereof; provided, however, if the Date of Termination occurs on or before the date that is 24 months following a Change in Control, then the COBRA Period instead shall end on the 18-month anniversary thereof.”
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4. This Amendment shall be and, as of the Effective Date, is hereby incorporated in and forms a part of the Agreement.
5. Except as specifically set forth herein, the Agreement and all of its terms and conditions remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and such counterpart together shall constitute one and the same instrument.
7. This Amendment shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflicts of laws.

*[remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above.

**Virgin Galactic Holdings, Inc.**

By: /s/ Michael Colglazier

Name: Michael Colglazier  
Title: Chief Executive Officer

**Galactic Co., LLC**

By: /s/ Michael Colglazier

Name: Michael Colglazier  
Title: Chief Executive Officer

**Executive**

By: /s/ Douglas Ahrens  
Douglas Ahrens

[SIGNATURE PAGE TO AMENDMENT TO EMPLOYMENT AGREEMENT]

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this “*Amendment*”) is made as of April 21, 2026 (the “*Effective Date*”) by Galactic Co., LLC (“*OpCo*”), Virgin Galactic Holdings, Inc. (“*PubCo*” and, together with OpCo, the “*Company*”) and Aparna Chitale (the “*Executive*”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

**RECITALS**

- A. The parties have entered into that certain Employment Agreement dated as of September 11, 2021 (the “*Agreement*”).
- B. The parties hereto wish to amend certain terms of the Agreement.

**AMENDMENT**

The parties hereto hereby amend the Agreement as follows, effective as of the Effective Date:

1. Section 4(b)(ii) (*Annual Bonus*) of the Agreement is hereby deleted and replaced in its entirety with the following:
 

“(ii) *Prior Year Bonus; Annual Bonus*. The Company shall pay to the Executive an amount equal to the Annual Bonus earned but unpaid for the calendar year prior to the calendar year in which such termination occurs (if any). In addition, the Executive shall remain eligible to be paid the Annual Bonus for the calendar year in which the Date of Termination occurs in accordance with Section 2(b)(ii), provided, however, that the magnitude of any such Annual Bonus shall be multiplied by a fraction which is equal to the number of days elapsed in such calendar year as of the Date of Termination divided by 365 (or 366 if the calendar year is a leap year).”
  2. The last sentence of Section 4(b)(iii) (*COBRA*) of the Agreement is hereby deleted and replaced in its entirety with the following:
 

“For purposes of this Agreement, “*COBRA Period*” shall mean the period beginning on the Date of Termination and ending on the 12-month anniversary thereof; provided, however, if the Date of Termination occurs on or before the date that is 24 months following a Change in Control, then the COBRA Period instead shall end on the 18-month anniversary thereof.”
  3. This Amendment shall be and, as of the Effective Date, is hereby incorporated in and forms a part of the Agreement.
  4. Except as specifically set forth herein, the Agreement and all of its terms and conditions remain in full force and effect.
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5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and such counterpart together shall constitute one and the same instrument.

6. This Amendment shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflicts of laws.

*[remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above.

**Virgin Galactic Holdings, Inc.**

By: /s/ Michael Colglazier

Name: Michael Colglazier  
Title: Chief Executive Officer

**Galactic Co., LLC**

By: /s/ Michael Colglazier

Name: Michael Colglazier  
Title: Chief Executive Officer

**Executive**

By: /s/ Aparna Chitale  
Aparna Chitale

[SIGNATURE PAGE TO AMENDMENT TO EMPLOYMENT AGREEMENT]