

# The Boeing Company 401(k) Retirement Plan

Summary Plan Description  
January 1, 2023

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

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## PLAN INFORMATION AND NOTICE

The Boeing Company 401(k) Retirement Plan (Plan), which was previously named The Boeing Company Voluntary Investment Plan prior to January 1, 2022, is one of the many important benefits offered to eligible employees of The Boeing Company and each Adopting Affiliate and Subsidiary. The Plan offers a convenient and flexible way to help eligible employees save for their retirement.

The “Company” refers to The Boeing Company and Adopting Affiliates and/or Subsidiaries, as applicable. The “Boeing Controlled Group” refers to The Boeing Company and all of its Affiliates and Subsidiaries, even if they have not adopted the Plan.

**THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.**

## SUMMARY PLAN DESCRIPTION AND PLAN DOCUMENT

This summary plan description (SPD) booklet provides a general summary of your benefits under the Plan. The SPD for the Plan comprises this booklet and any future summaries of material modifications (referred to as Updates) to the SPD booklet.

The actual plan document is a legal document that was written in accordance with Federal rules, including rules of the Internal Revenue Service (IRS) and the Department of Labor. The official plan document may be obtained by writing to the Committee (Section 9 - Plan Information).

The contents and delivery of this SPD booklet are intended to comply with the Employee Retirement Income Security Act of 1974, as amended, and any regulations or authorities issued thereunder (ERISA). Every effort has been made to provide accurate information in this SPD booklet. Any representations contrary to the official plan document are not binding. If there is any conflict between the information in this SPD booklet and the official plan document, the official plan document will govern.

None of the statements in this SPD booklet or by the Company or its representatives are intended as tax, legal, investment, or accounting advice. The tax rules for benefits and other aspects of the Plan are complex. You are encouraged to consult with your own tax and/or financial advisors.

### Updates

Periodically, the Company may add to or change benefits or features of the Plan. If there is a material change to the information in this SPD booklet that affects you, you will receive an Update describing the change. Be sure to keep any Updates with this SPD booklet.

## Notice of Company Rights

The Company reserves the right to change, modify, amend, terminate, or suspend any benefits described in this SPD booklet or offered under the Plan (and any other terms or provisions of the Plan), in whole or in part, at any time, and for any reason for employees, former employees, retirees, alternate payees, and beneficiaries, subject to an applicable collective bargaining agreement. The Plan Administrator and its authorized representatives have the right to recover overpayments, regardless of the cause, nature, or source of the overpayment.

## Effective Date

This SPD booklet highlights the benefits available to eligible employees under the Plan as of January 1, 2023, unless otherwise noted. If you started your benefit or ended your employment before January 1, 2023, your benefits may be different from the benefits described in this SPD booklet. You should refer to the version of the SPD booklet in effect as of your termination date (and any applicable Updates) to determine your benefit rights under the Plan.

## Definitions of Terms

Key terms used throughout this SPD booklet are capitalized and defined in Section 10 - Definitions and throughout this SPD booklet.

## Prospectus

This SPD booklet is part of a prospectus covering securities that have been registered pursuant to a registration statement on Form S-8 under the Securities Act of 1933, as amended.

## HOW TO ACCESS YOUR RETIREMENT BENEFITS

NetBenefits® ([NetBenefits.com/Boeing](https://NetBenefits.com/Boeing)) is your source for 24/7 retirement benefit information, offering you the ability to review and manage your Boeing savings benefits. You can access Plan information, update your beneficiaries, perform transactions, and more. You can also call the Boeing Financial Benefits Service Center for retirement benefits information.

### To access NetBenefits:

Log on to [NetBenefits.com/Boeing](https://NetBenefits.com/Boeing) and select *401(k) Retirement Plan* from the home screen. If you are a first-time user, you will need to register to create your account.

### To speak with a Boeing Financial Benefits Service Center representative\*\*:

Call the Boeing Financial Benefits Service Center at 1-866-422-3539. Representatives are available Monday – Friday from 8:30 am to midnight Eastern time, excluding holidays.

\*\*Deaf or hard of hearing callers should use the relay service offered through their telephone service provider.

**You can access your retirement benefits via NetBenefits. If you have not previously registered for NetBenefits, please follow the instructions on how to register as a first-time user and create your username and password.**

## WHO IS ELIGIBLE?

You are eligible to participate in the Plan if you are:

- a nonunion employee of the Company or an employee of the Company represented by a union that is currently participating in the Plan (see the list below),
- paid directly through the Company's U.S. payroll department, and
- not on layoff or leave of absence without pay.

## Participating Unions

The following collective bargaining units are participating in the Plan as of January 1, 2023:

### **International Association of Firefighters**

- Local I-17 (Philadelphia)
- Local I-66 (Seattle and St. Louis)

### **International Association of Machinists and Aerospace Workers (IAM)**

- District Lodge 751 & 24 (Seattle and Portland)
- District Lodge 725 (Huntington Beach)
- District Lodge 837 (St. Louis)
- District Lodge 110, Local 2296 (Seymour Johnson AFB)
- District Lodge 75, Local 50 (Columbus AFB)
- District Lodge 75, Local Lodge 449 (Tyndall AFB)
- District Lodge 171, Local 898 (Vance AFB)
- District Lodge 171, Local 135, and District Lodge 751, Local 751-C (C-17 Training Systems, OK, CA)
- District Lodge 776, Local 36 (Randolph AFB), Local 776A (NAS Patuxent River), Local 2341 (Laughlin AFB), and Local 2771 (Sheppard AFB)
- District Lodge W24, Local Lodge W-12 (Kingsley Field)
- Space and Rocket City Lodge Local 2766 and District 75 (Huntsville)

### **International Brotherhood of Teamsters**

- Local 6
- Local 174

### **International Union of Operating Engineers**

- Local 501W (Welders)

- Local 302/286W (Welders)
- Local 302/286 (Powerplant)

### **Society of Professional Engineering Employees Association (SPEEA)**

- Engineering Unit (Northwest)
- Technical Unit (Washington)
- SPEEA Pilot/Instructors Unit (SPIU)

### **International Union, Security, Police and Fire Professionals of America (SPFPA)**

- Local 159 (Huntington Beach)

### **United Automobile, Aerospace and Agricultural Implement Workers of America**

- Local 887 (Palmdale)
- Local 1069 (Philadelphia)

### **International Brotherhood of Electrical Workers**

- Local 1 (St. Louis)

### **Cabinet Makers, Millmen and Industrial Carpenters**

- Local 721 (El Segundo)

## Who Is Not Eligible?

You are not eligible to participate in the Plan if any of the following apply to you:

- You are not an employee of the Company.
- You are an active participant in a different 401(k) plan sponsored by a Boeing Controlled Group member.
- You are a nonresident alien working for a Boeing Controlled Group member, and you have no earned income from the Affiliate or Subsidiary for work performed in the United States.
- You are an employee of the Company and a citizen or national of the United States, but (1) you are a bona fide resident of a foreign country, or (2) you were hired directly by a foreign branch of an Affiliate or Subsidiary to perform services outside the United States and continue to perform such service. The foregoing does not apply to expatriated U.S. employees.
- You are working in a capacity that, at the sole discretion of the Plan Administrator, is considered as contract labor, leased employee, independent contractor, or another nonemployee status, even if a court or administrative agency determines that you are a common law employee of the Company retroactively or prospectively.
- You are an employee of the Company represented by a union that is not currently participating in the Plan (see the list of *Participating Unions* above).
- You are a resident of Puerto Rico.

You can contribute to the Plan through convenient payroll deductions, which can be made as Pretax Contributions, Roth Contributions, Catch-Up Contributions, or Aftertax Contributions, as described in Section 4 - Contributions.

If you contribute to the Plan, the Company may also contribute toward your retirement savings by making Company Matching Contributions. You may also be eligible to receive Company Non-Elective Contributions, which are contributions made by the Company even if you do not contribute to the Plan. Refer to Section 4 - Company Contributions for information on whether you are eligible to receive these Company contributions.

Your contributions and the Company's contributions, if any, will be contributed to the Plan's trust, and allocated to one or more accounts established in your name. The Plan limits the circumstances under which you may receive the funds contributed to the Plan while you are employed. It is important that you read this SPD booklet in its entirety to understand your rights with respect to contributions.

## ENROLLMENT

If you are eligible to participate in the Plan, you can enroll and begin making contributions any time after your hire date. To enroll, visit [NetBenefits.com/Boeing](https://NetBenefits.com/Boeing) or call the Boeing Financial Benefits Service Center. If you do not take action to enroll or opt out by electing a zero percent contribution rate, then you will be automatically enrolled as described below.

Whether or not you choose to make contributions to the Plan, if you are eligible to receive a Company Non-Elective Contribution then you should still access NetBenefits in order to make an investment election (see Section 5 - Investing Your Contributions) and beneficiary designation (see *How to Designate a Beneficiary* below).

When you become eligible to participate in the Plan, you will receive a Plan enrollment kit to guide you through enrollment; however, you do not need to wait to receive the kit to enroll in the Plan.

## AUTOMATIC ENROLLMENT

If you are newly hired or rehired and eligible to participate in the Plan on or after January 1, 2023, you will be automatically enrolled in the Plan at a Pretax Contribution rate of 5% of your Base Pay (Pretax Contributions are described in Section 4 - Contributions.)

The automatic enrollment will become effective as soon as administratively feasible after 60 calendar days from the date you become eligible to participate in the Plan (or, if later, 60 calendar days from the date that you provide the Plan Administrator with accurate personal information, such as your Social Security Number and home address, required to participate in the Plan). Please note that you will not be automatically enrolled in the Plan if you request a continuous leave of absence and are absent from work pursuant to your requested leave before automatic enrollment becomes effective.

However, you may actively enroll at a different contribution rate, change the type of contribution you are making, or elect not to make contributions to the Plan before the 60-day period expires, in which case automatic enrollment will not apply to you. If you are automatically enrolled in the Plan, your Pretax Contributions will also be subject to automatic increase each year, as described under Section 4 - Auto Annual Increase Program

**Refunds.** If you are automatically enrolled in the Plan and do not wish to be, you may request a refund of your Pretax Contributions that were automatically made to your Plan account within 60 calendar days from the date the first automatic contribution was deducted from your paycheck. The request to refund your Pretax Contributions must be made on NetBenefits or by calling the Boeing Financial Benefits Service Center.

You'll receive a refund of your Pretax Contributions, adjusted for investment earnings or losses, in the form of a check from Fidelity Investments (the Plan trustee's paying agent). The refund amount (including any related earnings or losses) will not be subject to the 10% early withdrawal tax otherwise applicable to certain distributions from the Plan before age 59½. However, the refund amount will be subject to income tax in the year when it occurred, so you will be sent an IRS Form 1099-R in January of the following year for use with your income tax filing. Any Company Matching Contributions (adjusted for investment earnings or losses) attributable to your refunded Pretax Contributions will be forfeited.

A refund request is treated as a request to stop contributions, so no further contributions will be deducted from your paycheck after you make that request. If you wish to resume contributions, you may do so online by accessing NetBenefits or by calling the Boeing Financial Benefits Service Center.

## HOW TO DESIGNATE A BENEFICIARY

When you become eligible for the Plan, you should designate a beneficiary to whom your account balance will be paid if you die before it has been fully paid out to you. You may designate or change your beneficiary on NetBenefits or by calling the Boeing Financial Benefits Service Center.

You may designate anyone as your beneficiary (including a trust or charitable organization as permitted by the Plan Administrator), and you may change your beneficiary at any time. However, if you are married and wish to designate someone other than, or in addition to, your Spouse as your primary beneficiary, you must obtain your Spouse's written, notarized consent on the Beneficiary Designation Authorization form. Notarized consent is required by Federal law; otherwise, your Spouse will be the sole primary beneficiary of your account. If you are unable to obtain your Spouse's consent, please contact the Boeing Financial Benefits Service Center for information about what steps you should take to prove that you are unable to obtain such consent.

The Plan recognizes beneficiary designations and changes only when they are completed in accordance with Plan rules and procedures and received by the Plan Administrator (or its authorized representative) before your death. You may not designate or change a beneficiary by using other documents (such as divorce decrees, prenuptial agreements, wills, or trusts).

If (i) you do not have a valid and complete beneficiary designation on file with the Plan Administrator at the time of your death, (ii) the surviving Spouse consent rules described above have not been

satisfied, or (iii) none of your designated beneficiaries are living at the time of your death, then your Plan account will be paid with priority in the following order:

- To your surviving Spouse; if none, then
- To your estate.

You should regularly review your beneficiary designation to confirm it continues to reflect your current wishes.

Your Plan account may receive Pretax Contributions, Roth Contributions, Catch-Up Contributions, Aftertax Contributions, Rollover Contributions, and, if applicable, any contributions made by the Company.

Except where explicitly noted otherwise, references to making contributions of any kind do not apply to retired or former participants, beneficiaries of deceased participants, or alternate payees.

## EMPLOYEE CONTRIBUTIONS

If you are eligible to actively participate in the Plan, you may contribute from your paycheck in the form of Pretax Contributions, Roth Contributions, Catch-Up Contributions, Aftertax Contributions, or a combination thereof. Contributions must be in 1% increments of eligible compensation. Contributions made for a calendar year are subject to certain limits, as described in “Contribution Limits” below.

You may make contributions from your Base Pay and, if eligible, from your Incentive Payments:

- **Base Pay:** For purposes of the Plan, your Base Pay means your base salary or wage from the Company, including shift differential pay. Base Pay does not include overtime pay, instructor pay, per diem, special assignment premium pay, location allowances, commissions, incentive compensation awards, other bonuses, disability pay, or any other payment.
- **Incentive Payments:** Certain participants may make Pretax Contributions and Roth Contributions from their Incentive Payments. If eligible, you may contribute from 1% to 100%, in 1% increments, of these amounts. Contributions from Incentive Payments cannot be made as Aftertax Contributions. See *How Much You Can Contribute* below for more information, including information about whether you are eligible to make contributions from your Incentive Payment.

The amount of money that you contribute to the Plan does not affect your pay for purposes of calculating any applicable pension, life insurance, or disability benefits.

### How Much You Can Contribute

You are eligible to contribute up to 50% of your Base Pay as Pretax Contributions (including any Catch-Up Contributions), Roth Contributions (including any Catch-Up Contributions), Catch-Up Contributions, and Aftertax Contributions on a combined basis to the Plan (up to IRS limits).

You may increase, decrease, or stop the amount of money that you are contributing to your Plan account from your paycheck at any time. Changes to your contribution rates will become effective as soon as administratively feasible (typically within two pay periods).

#### **Eligibility for Contributions from Incentive Payments**

You are eligible to make contributions to the Plan of up to 100% (in whole

percentage increments) of your Incentive Payment as described above in the *Employee Contributions* section.

If you would like to make contributions to the Plan from your Incentive Payment(s), you must make a separate contribution election for this—your election for contributions from your Base Pay does not apply to your Incentive Payment(s). However, once you have made an election to contribute from your Incentive Payment, this election will apply to all future Incentive Payments unless you make a new election.

## Automatic Features

### Auto Annual Increase Program

If you are automatically enrolled in the Plan and do not change your default Pretax Contribution rate, you may also be enrolled in the auto-escalation feature. If you have been automatically enrolled by December 31 and you do not change your default Pretax Contribution rate, the Plan will automatically increase your Pretax Contribution rate by 1% of your Base Pay on April 1 of the following year.

After that first increase, as long as you do not change your default Pretax Contribution rate, your Pretax Contribution rate will be automatically escalated by 1% annually each April 1 until you reach a rate of 10% of your Base Pay.

You will receive a confirmation statement shortly before your contribution rate is automatically increased. The confirmation statement will describe the upcoming automatic escalation and your ability to opt out. Unless you timely opt out, your increase will become effective as soon as administratively feasible (typically within two pay periods) following April 1.

### Voluntary Annual Increase Program

You also have the option to make changes by using the voluntary contribution rate escalator. This feature, which is called “Automatic Increase” on NetBenefits, will allow you to elect future contribution rate increases for Pretax, Roth, and/or Aftertax Contributions up to the maximum percentage of your Base Pay. You may elect to have your contribution rate automatically increase as of a date that you choose. You will receive a reminder notification approximately 30 days before the contribution rate increases. You may change or stop the voluntary contribution rate escalator at any time.

### **Important note if you have an SSP or Executive SSP Restoration Benefit**

If you are eligible for and have elected to contribute to the Supplemental Savings Plan (SSP) or the Restoration Benefit component of the Executive Supplemental Savings Plan (Executive SSP), you will not be allowed to change your Plan contribution rate or contribution method (Pretax, Roth, or Aftertax Contributions, as applicable) during the calendar year (or remainder of the calendar year) with respect to which the SSP or Executive SSP election relates. In addition, your Plan

contribution rate and contribution method will be reinstated if you stop being eligible for the Plan and become re-eligible for the Plan in the same calendar year (for example, due to termination of employment and rehire within the same calendar year), to the extent required by the Code.

SSP and Executive SSP-eligible employees have an enrollment period in the fall of each year to make their Plan, SSP, and/or certain Executive SSP contribution elections for the following calendar year. Employees who are newly eligible for the Restoration Benefit Component of the Executive SSP generally have 30 days from their date of eligibility to make their Executive SSP and fixed Plan contribution elections for the remainder of the calendar year. Employees eligible to participate in the SSP and Executive SSP receive enrollment communications when they are initially eligible and prior to the fall enrollment period.

## Termination of Employment

When you terminate employment from the Company or transfer to a position that is not eligible to participate in the Plan, your contributions will stop with your last regular paycheck. Contributions are not made from severance pay. If you are otherwise eligible, contributions may be made from Incentive Payments only if the Incentive Payment is made before the end of the regular payroll cycle following your termination of employment from the Boeing Controlled Group.

## Contribution Types

You may elect to make the following contributions to your Plan account:

### **Pretax Contributions**

Pretax Contributions are deducted from your paycheck before Federal and, in most cases, state income taxes are calculated on your total pay. This means that Pretax Contributions reduce your taxable gross pay. (Pretax Contributions are, however, subject to withholding for Federal Insurance Contributions Act (FICA) and Medicare taxes.)

Because your Pretax Contributions are not taxed as income when they are placed into your account, the contributions and any investment earnings on the contributions will be subject to Federal and, if applicable, state income taxes when they are distributed from the Plan.

### **Roth Contributions**

Roth Contributions are deducted from your paycheck after Federal and state income taxes are withheld. This means that Roth Contributions are taxed as current income when made. (Roth Contributions are also subject to withholding for FICA and Medicare taxes.)

A distribution of Roth Contributions and any investment earnings on the contributions will not be subject to Federal and, if applicable, state income taxes if it is made in a Qualified Distribution. If the distribution is not a Qualified Distribution, then the investment earnings on your Roth Contributions will be subject to Federal and, if applicable, state income taxes when they are distributed from the

Plan.

For more information about Roth Contributions and how they differ from Pretax Contributions, see the Roth Guide that is available on NetBenefits.

### **Aftertax Contributions**

You may elect to make Aftertax Contributions from your Base Pay. Contributions from Incentive Payments cannot be made as Aftertax Contributions.

Aftertax Contributions are deducted from your paycheck after Federal and, if applicable, state income taxes have been withheld from your paycheck. This means that Aftertax Contributions are taxed as current income when made. (Aftertax Contributions are also subject to withholding for FICA and Medicare taxes.)

Because your Aftertax Contributions are taxed as income when they are placed into your Plan account, only the investment earnings on these contributions will be subject to Federal and, if applicable, state income taxes when they are distributed from the Plan.

If you reach the IRS limit on Pretax and Roth Contributions (described in “Contribution Limits” below) before the end of the calendar year, then your contributions will automatically spill over to Catch-Up Contributions, if eligible (see *Catch-Up Contributions* below), and then Aftertax Contributions for the remainder of the year.

### **Catch-Up Contributions**

You are eligible to make Catch-Up Contributions from your Base Pay and Incentive Payments during a calendar year if you are age 50 or older by the end of the calendar year.

If you are eligible to make Catch-Up Contributions and you reach the IRS limit on Pretax and Roth Contributions (described in “Contribution Limits” below) before the end of the calendar year, then your contributions will automatically spill over to Catch-Up Contributions until you reach the Catch-Up Contribution limit. If you reach the IRS limit on Catch-Up Contributions, then your contributions will automatically spill over to Aftertax Contributions for the remainder of the year.

## **Rollover Contributions**

### **Rollovers from Another Employer’s Eligible Retirement Plan**

If you participated in an eligible retirement plan and you are eligible to participate in the Plan or are a terminated employee who has a Plan account, you may request a rollover of all or a portion of your account from the other eligible retirement plan, provided that it is eligible for rollover under the Code (known as an “eligible rollover distribution”). The Plan will accept direct rollovers of pretax, Roth and after-tax funds from the other eligible retirement plan, in accordance with Plan rules. Only pretax funds will be accepted for indirect rollovers.

Please note that if you transfer to a position that is eligible to participate in the Plan from another company in the Boeing Controlled Group, the Plan will only be able to accept an eligible rollover distribution from that plan (as is the case with all rollovers into the Plan). This means that, while you are employed within the Boeing Controlled Group, you will not be able to roll over or otherwise transfer into the Plan an account balance you have in another 401(k) plan maintained within the

Boeing Controlled Group **unless** you have a right to an in-service distribution that is an eligible rollover distribution under that other 401(k) plan. If you are interested in requesting a rollover from that other 401(k) plan, you should contact that plan administrator to confirm whether you have the option to take an in-service distribution under that plan that would be considered an eligible rollover distribution.

### **Direct Rollovers**

You also may directly roll over all or a portion of your pretax contributions (and any investment earnings) held in a traditional individual retirement account (IRA) or a simplified employee pension (SEP) IRA. Rollover Contributions from IRAs containing aftertax or nondeductible contributions are not accepted, and the Plan does not accept rollovers from a Roth IRA.

### **Indirect Rollovers**

If you elect an indirect rollover of Pretax funds (meaning the distribution check was made directly to you instead of in the name of the Plan), you generally must contribute the distribution to the Plan within 60 days of receiving it. You may also add your own funds to make up for the 20% Federal tax and state taxes that were withheld by the distributing plan.

### **Rollover Contributions of Plan Loan Offset Distributions**

If you received a loan from a former employer's plan, and any unpaid portion of your loan was treated as a taxable distribution to you, you may make a rollover contribution up to the amount of such taxable distribution. You may make a rollover contribution equal to your plan loan offset amount at any time prior to the due date (including extensions) for filing your Federal tax return for the year in which the offset occurred. Note that this special deadline applies only to the rollover of a plan loan offset amount. The rollover of any other portion of a distribution must be completed within 60 days of distribution in accordance with regular rollover rules.

### **How to Make a Rollover**

In order to complete your rollover contribution, you must complete a Rollover Contribution Form. You can download the form from NetBenefits, or you may request the form from the Boeing Financial Benefits Service Center. You must also provide proof of the taxability of your rollover (Pretax, Roth, and/or Aftertax money) with the completed Rollover Contribution Form and rollover check.

## **In-Plan Roth Conversion**

In addition to making new and ongoing Roth Contributions to the Plan, to the extent permitted by applicable tax rules, you may elect to convert all or a portion of your current Plan account balance (excluding outstanding plan loans and any account or subaccount that is already classified as Roth) into Roth contributions. This is called an in-plan Roth conversion. You are not required to make an in-plan Roth conversion. If you do elect to convert your contributions, your election is irrevocable, which means that you can never change it.

Any taxable amount that you elect to convert into a Roth amount will be included in your income and subject to Federal and, if applicable, state income taxation in the year in which you make the in-plan Roth conversion. These amounts will not be subject to the 10% early withdrawal tax, even if you are under age 59 ½, as long as you do not withdraw the amounts within five years of the year of

conversion (or satisfy another early withdrawal tax exemption).

If you make a Qualified Distribution of the amount you converted to Roth and any accrued investment earnings, those amounts will not be subject to Federal, and if applicable, state income taxes.

To the extent permitted by applicable tax rules, you may make an elective in-plan Roth conversion of Pretax and/or Aftertax existing balances at any time during the year or enroll in automatic Roth conversions for any Aftertax Contributions that you make on a recurring basis. To enroll in automatic conversions, contact the Boeing Financial Benefits Service Center. Any amount you elect to convert into a Roth amount will be separately accounted for under the Plan and will retain the same in-service and post-termination distribution rights that related to the amounts before the conversion. Depending on several factors, an in-plan Roth conversion may cause you to lose favorable tax treatment on the net unrealized appreciation of your shares in the Boeing Stock Fund, regardless of whether you include any Boeing Stock in your conversion. You cannot elect an in-kind in-plan Roth conversion of any Boeing Stock in which you have an aftertax basis.

Please consult your tax advisor for more information on the tax treatment of in-plan Roth conversions.

## COMPANY CONTRIBUTIONS

To help you save for retirement, the Company will make contributions to your Plan account.

### Company Non-Elective Contributions

For 2022 and 2023, you may be eligible to receive a Company Non-Elective Contribution equal to 2% of your total Eligible Pay in the applicable Plan Year (unless a shorter calculation period is stated in an applicable collective bargaining agreement). The Company will make the Company Non-Elective Contribution following the end of the applicable Plan Year to the Plan accounts of eligible employees who are employed at the Company through the last day of the applicable calendar year (or who leave the Company due to death, layoff, retirement (defined for this purpose as separated from service after attaining age 55 with 10 years of service or age 62 with 1 year of service), or disability (defined for this purpose as determined to be disabled by the Social Security Administration)).

Your Eligible Pay for purposes of the Company Non-Elective Contribution is your Base Pay, any lump sum merit awards you receive in lieu of salary increases, and your Incentive Payment.

### Company Matching Contributions

You are eligible to receive Company Matching Contributions equal to 100% of the first 10% of:

- Base Pay you contribute to the Boeing 401(k) each pay period, and
- Incentive Pay you contribute to the Boeing 401(k) (if applicable).

This includes any Catch-Up Contributions you make, if eligible.

You may also be eligible to receive a True-Up Company Matching Contribution. A True-Up Company

Matching Contribution helps ensure you receive the maximum match amount based upon your match-eligible contributions made during each Plan Year. Depending on how and when you make contributions to the Plan, you may miss out on matching contributions (e.g., if you contribute unevenly throughout the year). For example, let's say you contribute 8% of Base Pay for the first half of the year and 12% for the second half of the year. Because Boeing matches up to 10% of your Base Pay contributions each pay period, you did not max out the matching funds for the time you were contributing 8%. You would then receive a True-Up Company Matching Contribution to ensure you received the maximum amount of matching contributions based on the contributions you made during the entire Plan Year, up to 10%. A similar circumstance will exist if you contribute 100% of your Incentive Payment but do not contribute Base Pay throughout the year (if applicable).

The Company will make the True-Up Company Matching Contribution following the end of the applicable Plan Year to the Plan accounts of eligible employees who are employed at the Company through the last day of the applicable calendar year in a True-Up Company Matching Contribution eligible position (or who leave the Company due to death, layoff, retirement (defined for this purpose as separated from service after attaining age 55 with 10 years of service or age 62 with 1 year of service), or disability (defined for this purpose as determined to be disabled by the Social Security Administration)).

### **Important Note:**

If you take a Company Matching Contributions Withdrawal, **your Company Matching Contributions will be suspended** during the six-month period following the withdrawal. In addition, **you will not be eligible to receive a True-Up Company Matching Contribution** for any Plan Year in which your Company Matching Contributions are suspended due to any type of withdrawal under the Plan (including a suspension triggered by a Hardship Withdrawal if you transfer from a union position subject to such suspension). (Company Matching Withdrawals are described in Section 6 - Withdrawals While Employed.).

## Student Loan Match Program Company Contributions

### **Student Loan Match Program Company Contributions**

If you enroll in the Student Loan Match Program of the Plan for a Plan Year, then your Qualifying Student Loan Payments will be counted for purposes of determining the amount of your Company contributions under the Plan so that you can maximize the Company's contributions to the Plan while paying off your student loans.

The Company makes the following two types of contributions under the Student Loan Match Program: Student Loan Non-Elective Contributions and Supplemental Matching Contributions. These contributions are made by the Company on an annual basis (not each pay period) and will be reflected in your Plan account after the end of the applicable Plan Year. You do not have to be employed on the last day of the applicable Plan Year to receive these contributions.

### **Important Note:**

If you enroll in the Student Loan Match Program for a Plan Year, you will **not** receive any other Company Matching Contributions during the Plan Year. This means that you will **not** receive Company Matching Contributions on any Base Pay you contribute each pay period or on any Incentive Pay you contribute to the Plan during the Plan Year. The annual contributions explained above (i.e., the Student Loan Non-Elective Contributions and Supplemental Matching Contributions) are made to you instead of those Company Matching Contributions.

### **Student Loan Non-Elective Contributions**

The Student Loan Non-Elective Contribution is calculated based on Qualifying Student Loan Payments you make during the period you participate in the Student Loan Match Program and the applicable Company Matching Contribution formula, subject to all applicable Plan and IRS rules and limits.

### **Supplemental Matching Contributions**

If you contributed to the Plan during the Plan Year **and** the Student Loan Non-Elective Contribution you receive for that Plan Year is *less* than the maximum Company Matching Contributions you could have received under the Plan for the Plan Year, then you may be eligible to receive a Supplemental Matching Contribution. This contribution, if any, will be equal to the **lesser** of the Company Matching Contribution you would have received if you had been eligible for that contribution (including any True-Up Company Matching Contribution for which you would have been eligible) **or** the amount of the maximum Company Matching Contribution you could have received assuming you maximized your Pretax Contributions, Roth Contributions and/or Aftertax Contributions during your participation in the Student Loan Match Program minus the amount of the Student Loan Non-Elective Contribution you receive for the Plan Year.

In no event will your combined Student Loan Non-Elective Contribution and Supplemental Matching Contribution for a Plan Year exceed the maximum Company Matching Contribution you could have received under the Plan during the Plan Year.

### **Examples**

Here are some examples of how the Student Loan Match Program works. Let's assume that, for the applicable Plan Year, an employee:

- Earns \$100,000 in Base Pay, and did not receive any Incentive Pay,
- The Company Matching Contribution formula applicable to the employee is 100% of the first 10% of Base Pay or Incentive Pay the employee contributes to the Plan (i.e., maximum possible Company Matching Contribution of \$10,000),
- Is making Qualifying Student Loan Payments, **and**
- Enrolls in the Student Loan Match Program.

The employee will be eligible to receive a Student Loan Non-Elective Contribution and Supplemental Matching Contribution instead of Company Matching Contributions. The amount of such

contributions made for the employee for the Plan Year cannot exceed \$10,000 and varies based on the amount of Qualifying Student Loan Payments the employee makes during the Plan Year and the amount the employee contributes to the Plan for the Plan Year, as shown in the following three examples:

	Example 1	Example 2	Example 3
<b>Annual Base Pay</b>	\$100,000	\$100,000	\$100,000
<b>Pretax Contributions, Roth Contributions, and Aftertax Contributions to the Plan</b>	\$0 (0% of Base Pay)	\$2,000 (2% of Base Pay)	\$10,000 (10% of Base Pay)
<b>Qualifying Student Loan Payments</b>	\$12,000	\$6,000	\$9,000
<b>Student Loan Non-Elective Contribution</b>	\$10,000 <sup>1</sup>	\$6,000	\$9,000
<b>Supplemental Matching Contribution</b>	\$0	\$2,000	\$1,000
<b>Total Combined Student Loan Non-Elective and Supplemental Matching Contributions</b>	\$10,000	\$8,000 <sup>2</sup>	\$10,000

<sup>1</sup> In Example 1, the employee’s Student Loan Non-Elective Contribution is \$10,000, which is the maximum possible Company contribution under the Student Loan Match Program. The employee was able to earn the full Company contribution based solely on the employee’s Qualifying Student Loan Payments—even though the employee made \$0 in their own contributions to the Plan.

<sup>2</sup> In Example 2, the employee did not maximize the Company contribution available under the Student Loan Match Program because they received a total Company contribution of \$8,000 instead of the maximum possible Company contribution of \$10,000. The employee could have maximized their Company

contribution by increasing either their Pretax Contributions, Roth Contributions, and/or Aftertax Contributions or their Qualifying Student Loan Payments.

As you can see from the above examples, if the Student Loan Non-Elective Contribution is/less than the maximum Company Matching Contribution allowed for the employee under the Plan (in this example, \$10,000) **and** the employee made Pretax Contributions, Roth Contributions, or Aftertax Contributions to the Plan, then the employee will also receive a Supplemental Matching Contribution on any Pretax Contributions, Roth Contributions, or Aftertax Contributions they make to the Plan up to the applicable limits. As a reminder, the employee will not receive any other Company Matching Contributions during the Plan Year due to their enrollment in the Student Loan Match Program.

## Eligibility and Enrollment

To participate in the Student Loan Match Program, you must satisfy all of the following:

- be eligible for the Student Loan Match Program as of January 1 of the applicable Plan Year,
- make an *affirmative* election to participate in the Student Loan Match Program during the annual enrollment period that will occur prior to the applicable Plan Year, **and**
- certify the accuracy of certain information related to your student loan(s) to confirm that they meet the above definition of Qualifying Student Loan Payments.

*Once made, your election to participate in the Student Loan Match Program is **irrevocable** for the Plan Year (except in cases where you transfer during the Plan Year to a group that is ineligible to participate in the program or you terminate employment). This means you will not be allowed to change your election during the Plan Year even if you pay off your student loans or stop making Qualifying Student Loan Payments. However, you can always increase your own contributions to the Plan to maximize the Supplemental Matching Contribution under the Student Loan Match Program (if desired).*

You are not eligible to enroll in the Student Loan Match Program in any Plan Year for which you are eligible for and have elected to make Restoration Deferrals to the Supplemental Savings Plan (SSP) or Restoration or Base Pay Extra Deferrals to the Executive Supplemental Savings Plan (ESSP).

## Transfer and Suspension of Participation

If, during the Plan Year, you transfer to an employee group that is not eligible for the Student Loan Match Program, you will no longer be eligible for the program. Instead, as soon as administratively feasible following your transfer (typically as of the first pay period following your transfer), you will be eligible for Company Matching Contributions under the Plan. However, you will be eligible to receive a Student Loan Non-Elective Contribution and Supplemental Matching Contribution, if any, for the period during which you participated in the program before your transfer.

For more information regarding the Student Loan Match Program, log in to [NetBenefits.com/Boeing](https://NetBenefits.com/Boeing) or call the Boeing Financial Benefits Service Center at 866-422-3539.

## Important Note:

If you take a Company Matching Contribution Withdrawal before age 59½, your Student Loan Non-Elective and Supplemental Matching Contributions **will be suspended** for the six-month period following the withdrawal. Since these are annual contributions, this suspension means that the compensation used to calculate these contributions will be pro-rated to exclude compensation you earn during the applicable suspension period. (Withdrawals are described in Section 6 - Withdrawals While Employed.)

## CONTRIBUTION LIMITS

### Annual IRS Limits

The Internal Revenue Code (Code) limits the amount of contributions to the Plan. These limits apply on a calendar-year basis and may be adjusted annually by the IRS for cost-of-living increases. For the current amounts of the IRS limits, see the “Why should I contribute to my retirement savings plan?” section on the Contribution page of NetBenefits or call the Boeing Financial Benefits Service Center. The IRS generally announces limit increases in late October for the next year.

#### Limit on Pretax and Roth Contributions

The IRS limits the dollar amount of Pretax and Roth Contributions (on a combined basis) that a participant may contribute to the Plan during a calendar year (referred to as the “elective deferral limit”). If your combined Pretax and Roth Contributions in the Plan reach the elective deferral limit: then your contributions will automatically spill over to Catch-Up Contributions, if eligible (see *Catch-Up Contributions* below), and then Aftertax Contributions for the remainder of the year.

Beginning in January of the next year, your Pretax and/or Roth Contributions will automatically start again based on your existing election, unless you elect otherwise.

The elective deferral limit applies to Pretax and Roth Contributions that you make to all 401(k) plans on a combined basis. For example, if you participate in the Plan and another 401(k) plan in the same year, your contributions made on a Pretax and Roth basis to both plans will be combined to determine whether you exceeded the elective deferral limit for the calendar year.

If you have made contributions to the Plan and a 401(k) plan of another employer in excess of the IRS limits for a calendar year, you can request a distribution of your excess contributions from the Plan by contacting the Boeing Financial Benefits Service Center and providing the required documentation detailing your excess contributions no later than April 1 of the following calendar year. Your distribution of excess contributions will be processed by the IRS required deadline of April 15. Any Company Matching Contribution (and the earnings thereon) that relate to those excess contributions will be forfeited.

#### Limit on Catch-Up Contributions

The IRS limits the dollar amount of Catch-Up Contributions that a participant may contribute to the Plan during a calendar year (referred to as the “Catch-Up Contribution limit”).

If your Catch-Up Contributions in the Plan reach this limit, your Catch-Up Contributions for that year will automatically stop and your contributions will automatically spill over to Aftertax Contributions for the remainder of the year.

Like the elective deferral limit described above, if you transfer between companies within the Boeing Controlled Group, or if you leave the Boeing Controlled Group to work for an unrelated employer, the Catch-Up Contribution limit applies to such contributions that you make to all 401(k) plans on a combined basis. For example, if you participate in the Plan and another 401(k) plan in the same year, your catch-up contributions to both plans will be combined to determine whether you exceeded the Catch-Up Contribution limit for the calendar year.

### **Limit on Total Contributions**

There is an annual IRS limit on the total amount that can be contributed to your Plan account by you and the Company during a calendar year (referred to as the “annual additions limit”).

All contribution types, other than Catch-Up Contributions and Rollover Contributions, are counted for purposes of determining whether you have reached the annual additions limit.

### **Limit on Eligible Compensation**

Another annual IRS limit (referred to as the “compensation limit”) limits the amount of compensation that can be taken into account each year for purposes of determining the amount of contributions to your Plan account. Eligible employees may contribute to the plan a portion of compensation up to the limit but may not contribute any compensation over the limit. Similarly, Boeing contributions such as Matching Contributions will not consider compensation above the limit in their calculations.

## **Nondiscrimination Tests**

Nondiscrimination tests required by Federal law apply to Pretax Contributions, Roth Contributions, Aftertax Contributions, and contributions made by the Company. If these tests are not passed, certain “highly compensated employees” may get a refund from the Plan of excess contribution amounts and/or their Company contributions may be forfeited. You will be notified if this applies to you.

## **VESTING**

Your entire account in the Plan is 100% vested at all times. This means that you have a nonforfeitable right to receive 100% of your Plan account, except as noted below.

## **Situations that May Result in a Reduction or Loss of Benefits**

Although you are fully vested in your benefits under the Plan, there are circumstances in which you may lose all or some of those benefits. Generally, a loss of all or some of your benefits may occur under any of the following circumstances:

- Enforcement of a Federal tax levy or collection by the United States on a judgment resulting from an unpaid tax assessment.
- Allocation of all or a portion of your Plan account to another person as required by a qualified

domestic relations order (QDRO), as described in “Qualified Domestic Relations Orders” in Section 8 - Plan Administration and Legal Rights

- An offset to satisfy certain civil or criminal judgments or settlements involving the Plan.
- Losses as a result of poor investment performance.
- Fees properly deducted from your Plan account to pay for Plan administrative costs.
- Forfeiture of your Plan account because you (or your beneficiary, as applicable) cannot be located. However, if you (or your beneficiary, as applicable) subsequently files a claim for a forfeited benefit, any amount forfeited will be reinstated and paid without interest upon verification of the claim, unless it has already been escheated to a state government.
- Correction of your Plan account balance to remove amounts that were improperly credited to you (due to error or any other reason).
- Forfeiture of Company Matching Contributions made on excess contributions or Pretax Contributions made through automatic enrollment and refunded.

### **Important Note Regarding Suspension of Company Contributions:**

In addition, you will lose the ability to receive certain Company contributions (including Company Matching Contributions, as applicable) for a period of time if you take certain types of withdrawals while employed. Refer to [Section 6 - Withdrawals While Employed](#) for information on when Company contributions are suspended following certain withdrawals.

## UNIFORMED SERVICE

If you take unpaid leave for uniformed service (including the military, National Guard, and the Commissioned Corps of the Public Health Service) and you have reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA), you may be eligible to make retroactive Pretax, Roth, Catch-Up, and/or Aftertax Contributions once you are reemployed. You choose the amount to contribute (within the Plan and IRS limits applicable to the period for which you are making the retroactive contributions).

In addition, if you were eligible to receive any contributions made by the Company, retroactive contributions will be made to your Plan account automatically when you return to active status. In order for these special rules to apply, you must meet the requirements of USERRA, including providing notice of your leave to your employer, and return to employment, and make your contributions within the prescribed time periods. For more information about uniformed service leaves and your rights under USERRA, call the Boeing Financial Benefits Service Center.

## TOP-HEAVY PROVISION

Federal regulations require that the Plan includes provisions that would take effect in the event the Plan were ever to become “top heavy.” The Plan will be considered top heavy if a certain percentage of benefits have accrued in favor of key employees. The Company does not expect the Plan to become top heavy.

The Plan lets you to choose how to invest your Plan account and offers several investment funds, including the Boeing Stock Fund. You may decide what percentage of your contributions you want to direct into each investment fund in 1% increments. Investment elections may be made on NetBenefits or by calling the Boeing Financial Benefits Service Center.

### **When Are Investment Elections Effective**

Investment elections that you make before 4 p.m. Eastern time will be effective the same day if it is a business day. (A “business day” is a day in which the New York Stock Exchange (NYSE) is open.) Transactions that you make on a nonbusiness day or transactions made on or after 4:00 p.m. Eastern time are effective the following business day.

### **If You Don’t Make an Investment Election**

If you do not choose how to invest your Plan account, it automatically will be invested in the Target Date Fund based on your date of birth. The Target Date Funds currently serve as the qualified default investment alternative (QDIA) for the Plan. Each Target Date Fund is a diversified investment portfolio that includes a mix of broad asset classes to help maximize long-term growth potential and manage risk at the same time. Each one is invested mainly in a combination of stocks and bonds suitable for the time frame from now until the retirement target year in the Target Date Fund (the number in each fund’s name refers to a target year for retirement).

### **Find Information About the Investment Options**

Information about each of the Plan’s investment funds, such as investment managers, objectives, strategies, fees, performance, and risks, may be found in the Fund Fact Sheets, which are updated quarterly. The Fund Fact Sheets and additional information regarding the investment funds, including the asset holdings of and prospectus for each available investment funds, are available on NetBenefits or by calling the Boeing Financial Benefits Service Center.

None of the Plan’s investment funds are guaranteed by the Company, the fund managers, the Plan’s fiduciaries, or the U.S. Government. As a result, you may experience losses to your Plan account and even a loss to your contributions. Therefore, you are encouraged to consider your investment fund choices carefully. In addition, keep in mind that investment management fees and administrative fees are charged to each investment fund and reduce the rate of return for the funds.

### **Important Note:**

The Plan is intended to constitute a participant-directed individual account plan under Section 404(c) of ERISA and 29 C.F.R. Section 2550.404c. Accordingly, the fiduciaries of the Plan are relieved of liability for any losses that are the direct and necessary result of your investment instructions. This means that you are responsible for your own investment decisions. In addition to the information

described in this section, please refer to the Fund Fact Sheets and the Plan's Additional Prospectus Information Summary.

## THE IMPORTANCE OF DIVERSIFYING YOUR RETIREMENT SAVINGS

To help achieve long-term retirement security, you should carefully consider the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments may help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your Plan account, you should take into account all your assets, including any retirement savings outside the Plan. No single approach is right for everyone because, everyone has different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Carefully consider your right to diversify the investments in your Plan account, including your right to diversify any investment that you have in the Boeing Stock Fund.

Be sure to periodically review your investment portfolio, your investment objectives, and the investment funds under the Plan to help ensure that your retirement savings will meet your retirement goals. For more information on individual investing and diversification, visit <https://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/pension-protection-act/investing-and-diversification> or [NetBenefits.com/Boeing](https://NetBenefits.com/Boeing).

## INVESTMENT ADVICE

An investment advice service is available to help you make your investment elections. The service is provided by Edelman Financial Engines, an independent third-party investment advisor. More information regarding the investment advice service is available on NetBenefits by clicking the link “Boeing 401(k) Investment Guide” and accessing “The Boeing Company 401(k) Retirement Plan Investment Guide”. You may access the investment advice service within NetBenefits or by calling the Boeing Financial Benefits Service Center and requesting “Investment Advice.”

## INVESTING NEW CONTRIBUTIONS

As your needs change, you may change how your contributions are invested (in 1% increments) to any of the funds offered in the Plan. When you change how new contributions are invested, the change generally will be effective as soon as administratively feasible (typically within two pay periods). Changing the investment of your future contributions will not change how your current Plan account balance is invested. See *Transferring Money from One Investment Fund to Another* below for information.

# TRANSFERRING MONEY FROM ONE INVESTMENT FUND TO ANOTHER

You may change how your current balance is invested among the available investment funds at any time, with limited exceptions (see *Insider Trading Rules* below). This is referred to as a transfer. You may transfer money from one fund to another in dollar amounts or whole percentages. You also may allocate your total current fund balances to a new combination of fund balances. This is referred to as a reallocation.

Transferring money between funds or reallocating your fund balances does not change how your future contributions are invested. Also, consider that transferring money between funds may cause redemption fees to be charged to your Plan account. See *Redemption Fees* below for more information.

If you are enrolled in the automatic rebalancing feature (see the description of this feature below) and you make a transfer or reallocation, the automatic rebalancing feature will stop (you can always elect to re-enroll in automatic rebalancing at any time).

## Automatic Rebalancing

Your Plan account's investment allocation may become out of alignment with your prior investment election as some investments may grow faster than others. You may set your Plan account to automatically rebalance periodically. This feature will adjust your investment allocation to be consistent with a prior investment election. You may elect this feature in the "Reallocate Current Funds" section of NetBenefits.

The automatic rebalancing feature is not available to executives who are grade E-3 and above. Keep in mind: Transferring money between funds, including as a result of an auto rebalancing election, may cause redemption fee charges. See "Redemption Fees" below for more information.

## Redemption Fees

Although the Plan allows daily trading, it does not allow unlimited trading. Excessive trading by one person may hurt the other investors in a particular fund. To discourage short-term trading, which may hurt long-term fund performance, all Plan funds charge a 1.5% redemption fee on the value of fund units sold within 15 full calendar days of their purchase. Transfers out of a fund into another fund must be made at least the 16th full calendar day after the initial transfer into the fund to avoid the redemption fee.

Redemption fees are paid to the funds that experience short-term trading to help offset brokerage commission, market impact, and other costs associated with short-term trading. Redemption fees apply without regard to whether you are directing your Plan account trades yourself or have delegated management of your account to Edelman Financial Engines.

Investment fund units purchased through investment elections for future contributions (including contributions made through automatic enrollment), loan payments, and rollover contributions will be excluded from the redemption fee calculation and will not be counted as purchases for the purpose of applying the redemption fee. This restriction also has no impact on transactions such as

withdrawals, distributions, or new loans. Units sold through these methods are excluded from the redemption fee calculation.

The Plan Administrator reserves the right to further limit your trading if it is determined to be excessive.

## FUTURES CONTRACTS AND COMMODITY INTERESTS

The available investment funds may trade in futures contracts, options on futures contracts, or other commodity interests. The Boeing Company Employee Benefit Investment Committee, the committee responsible for oversight of the Plan's investments, enters into agreements with fund managers to permit their trading in these interests in accordance with investment guidelines it has established under the terms of the Plan.

The purpose of investing in futures is to achieve the same investment experience as holding the securities directly. Pursuant to Rule 4.5 under the Commodity Exchange Act (CEA), The Boeing Company Employee Benefit Investment Committee has claimed an exclusion from the definition of the term "commodity pool operator" under the CEA and, therefore, is not subject to registration or regulation as a pool operator under the CEA.

## BOEING STOCK FUND

You may invest in Boeing Stock through the Plan's Boeing Stock Fund. You are not required to invest any portion of your Plan account in the Boeing Stock Fund. The Boeing Stock Fund invests its assets almost entirely in Boeing Stock and seeks to track the performance of Boeing Stock. The fund also keeps a small amount of cash invested in short-term investments to process transfers and withdrawals on a daily basis.

### Dividends

If you are a participant who invests in the Boeing Stock Fund, you receive a dividend for each quarter in which The Boeing Company declares a dividend. You have the choice to:

- **Reinvest the dividends.** Dividends that are reinvested are applied to purchase additional Boeing Stock Fund units for your Plan account. When a dividend is declared, participants who reinvest their dividends see an increase in the number of units they hold in the Boeing Stock Fund.
- **Take the dividends in cash.** Dividends that are distributed in cash are paid to participants on a quarterly basis.

Dividends will be reinvested unless you elect otherwise. Dividends will also be paid to you in cash if you are approved for a Hardship Withdrawal after a dividend is declared but before it is paid, regardless of the election you have on file. After that dividend payment, your prior election will be reinstated.

### Voting Rights

You are entitled to exercise voting rights for the shares of Boeing Stock allocated to your Plan account as of the record date established by The Boeing Company for shareholder voting purposes. Your allocation is a proportionate share of the Boeing Stock held in the Boeing Stock Fund based on the amount of your investment in the fund. You do not have direct ownership of your allocated shares of Boeing Stock; the shares are registered in the name of the Plan's trustee and held for your benefit.

If you are invested in the Boeing Stock Fund at the time of the record date, then before the shareholders meeting, you will receive a proxy statement and a form so that you may indicate how you want your allocated shares to be voted. The Plan's trustee will vote your share allocation according to your instructions. If you do not exercise your voting rights, the trustee will vote your allocated shares in the same manner and proportion as those instructions received from other Plan participants who voted. The Plan trustee will hold your individual voting instructions in confidence; no one at the Company will be told about how you choose to vote your allocated shares.

## Tender Rights

A tender offer is an offer to buy a large portion of stock, usually at a premium over the current market price, and is typically conditioned on the purchaser receiving commitments to sell from a certain number of shareholders within a certain period of time. If there is a tender offer for Boeing Stock, you will be notified of the terms and conditions of the offer and be given forms and instructions on how to accept or reject the tender offer with respect to the shares allocated to your account. The Plan's trustee will reject the tender offer with regard to any shares for which instructions are not received, except as required by law.

## Insider Trading Rules

Insider trading rules apply to transferring funds into or out of the Boeing Stock Fund. This means that, if you are aware of material nonpublic information about the Boeing Controlled Group, you cannot transfer funds into or out of the Boeing Stock Fund or change how future contributions will be invested in the Boeing Stock Fund. This includes electing to participate or ceasing participation in the automatic rebalancing feature of the Plan.

It also includes enrolling in the Edelman Financial Engines Professional Management (PM) program when you have automatic rebalancing in place or if you believe that signing up for the PM program is likely to result in the purchase or sale of units of the Boeing Stock Fund while you are in possession of material, non-public information, either now or as Edelman Financial Engines manages your Plan account going forward. See PRO-12, "Buying and Selling Securities – Insider Trading" and NetBenefits for more information.

## Named Fiduciary

The named fiduciary and investment manager for the Boeing Stock Fund is Newport Trust Company (Newport). Newport is an independent fiduciary responsible for deciding if the Boeing Stock Fund should remain as an investment fund under the Plan. Newport has the authority to restrict investment in the Boeing Stock Fund and to sell or otherwise dispose of all or any portion of the Boeing Stock held in the Boeing Stock Fund (subject to any practical or legal restrictions). Under the terms of its

engagement, Newport will continue to maintain the Boeing Stock Fund as a Plan investment option consistent with the terms of the Plan unless otherwise prohibited by ERISA.

In the event of a sale or other disposition of Boeing Stock held in the fund, Newport would designate an alternate investment fund under the Plan for the temporary investment of any proceeds. If you have any questions regarding Newport's role, please see the separate letter from Newport that you received with your enrollment election kit. A copy of this letter is available on NetBenefits. You also may contact Newport with any questions at [boeingplans@newportgroup.com](mailto:boeingplans@newportgroup.com).

# LOANS, WITHDRAWALS AND DISTRIBUTIONS FROM THE PLAN 6

## SECTION

Your options for taking loans, withdrawals, and distributions from the Plan vary based on whether you are still working for a company in the Boeing Controlled Group or have left the Boeing Controlled Group. These options are explained below.

### Important Note:

If you are still working for any company in the Boeing Controlled Group, then you should review the *Withdrawals While Employed* section below to determine whether you have the right to a withdrawal from the Plan during that employment. If you are eligible for and want to take one of these withdrawals from the Plan, you may also be eligible to roll it into another retirement plan (including one maintained by another company within the Boeing Controlled Group) as described in the Eligible Plan Rollovers section below. **Please note that transferring to another company in the Boeing Controlled Group does not alone give you the right to a distribution or withdrawal from the Plan.** To be clear, you can take a distribution or withdrawal from the Plan during your continued employment in the Boeing Controlled Group **only if** you are eligible for a withdrawal explained in the *Withdrawals While Employed* section below. Otherwise, you will need to wait to take a distribution or withdrawal until you either become eligible for a withdrawal explained in that section or until you leave the Boeing Controlled Group.

## LOANS

Eligible plan participants can borrow a portion of their Plan account subject to certain limits. Loans generally are available to active employees of the Boeing Controlled Group and employees on a Company-approved leave of absence only. Investment earnings stop on any money that you borrow until it is repaid. You also are charged interest on the loan.

View the Loan Guide on NetBenefits for a summary of loan provisions and procedures for the Plan. You may request that a copy of the Loan Guide be mailed to your home (at any time at no charge) by calling the Boeing Financial Benefits Service Center.

## WITHDRAWALS WHILE EMPLOYED

The Plan allows the following types of withdrawals while you are working for the Boeing Controlled Group:

- Withdrawals of Aftertax Contributions,
- Withdrawals of Rollover Contributions,

- Company Matching Contributions Withdrawals,
- Withdrawals after age 59½,
- Hardship Withdrawals,
- Withdrawals of FSP Sick Leave Contributions,
- Withdrawals after the birth or adoption of a child, provided the child is a qualified dependent,
- Withdrawals upon disability (applicable to nonunion participants, and union participants to the extent specifically provided for in an applicable collective bargaining agreement),
- Qualified reservist distributions (applicable to nonunion participants, and union participants to the extent specifically provided for in an applicable collective bargaining agreement), and
- Active military leave distributions (applicable to nonunion participants, and union participants to the extent specifically provided for in an applicable collective bargaining agreement).

## Taxes

At withdrawal, applicable Federal and state income taxes will apply. In addition, a 10% early withdrawal tax generally applies to the taxable portion of most withdrawals that are taken before age 59½. (Exceptions to the 10% early withdrawal tax may apply. For details, call the Boeing Financial Benefits Service Center.) The 10% early withdrawal tax is not withheld at the time of distribution, which means that you will be responsible for paying it when you file your taxes for the year of distribution.

If you take a Qualified Distribution of Roth Contributions and/or Rollover Contributions from your designated Roth account in a former employer's 401(k) plan (and earnings on such contributions), then such amounts, including the earnings, may be distributed to you without any Federal (or state, if applicable) income taxes applied.

## Requesting a Withdrawal

You may request a withdrawal through NetBenefits or by calling the Boeing Financial Benefits Service Center. You also may specify the investment funds from which your withdrawal should be taken. If you do not make an election, then funds are withdrawn proportionally from your investments. If your withdrawal includes proceeds from the Boeing Stock Fund, you must elect whether you want those funds processed as an in-kind distribution (in direct registered shares) or as a cash distribution. If you choose a cash distribution, you can choose between a lump sum distribution or installments, to the extent permitted.

## A Closer Look at Withdrawals of Certain Contributions

### Aftertax Contributions

You may withdraw all or part of your Aftertax Contributions (and earnings on such contributions) at any time. If you elect a withdrawal of Aftertax Contributions but are not rolling it over directly to an IRA or another retirement plan, 20% of the taxable portion (i.e., investment earnings) of your withdrawal will be withheld for Federal income taxes. Additional withholding may apply for any applicable state taxes. In addition, the 10% early withdrawal tax may apply to the taxable portion of your withdrawal if you are under age 59½.

<p><b>Rollover Contributions</b></p>	<p>You may withdraw all or part of your Rollover Contributions (and earnings on such contributions) at any time. If you elect a withdrawal of Rollover Contributions but are not rolling it over directly to an IRA or another retirement plan, 20% of the taxable portion of your withdrawal will be withheld for Federal income taxes. Additional withholding may apply for any applicable state taxes. In addition, the 10% early withdrawal tax may apply to the taxable portion of your withdrawal if you are under age 59½.</p>
<p><b>Company Matching Contribution Withdrawals</b></p>	<p>If you were eligible for and received Company Matching Contributions, you may withdraw all or part of your Company Matching Contributions (and earnings on such contributions) at any time after you have completed five years of service with the Boeing Controlled Group.</p> <p>If you elect a Company Matching Contribution Withdrawal but are not rolling it over directly to an IRA or another qualified retirement plan, 20% of the taxable portion of your withdrawal will be withheld for Federal income taxes. Additional withholding may apply for any applicable state taxes. In addition, the 10% early withdrawal tax may apply to the taxable portion of your withdrawal if you are under age 59½.</p>

**Important Note:**

There are financial consequences to taking a Company Matching Contribution Withdrawal before age 59½ and you will lose out on Company contributions as a result of this withdrawal.

If you elect a Company Matching Contribution Withdrawal before age 59½, your Company Matching Contributions, Student Loan Non-Elective Contributions, and Supplemental Matching Contributions (as applicable) **will be suspended** during a six-month period following the withdrawal. This suspension will begin as soon as administratively feasible following your withdrawal.

This means that you will not receive any Company Matching Contributions during the six-month suspension period. Company Matching Contributions will automatically resume as soon as administratively feasible after the six-month suspension period (or, if earlier, as soon as administratively feasible following the date you take a Hardship Withdrawal) if you are actively making contributions to your Plan account and eligible for Company Matching Contributions at that time.

You also will **not be eligible to receive a True-Up Company Matching Contribution** for any Plan Year in which your Company Matching Contributions are suspended.

In addition, if you are participating in the Student Loan Match Program, then the compensation used to calculate your Student Loan Non-Elective Contributions and Supplemental Matching Contributions will be pro-rated to exclude compensation you earn during the six-month suspension period (or shorter suspension period if applicable as described above).

As a result of these consequences, if you elect a Company Matching Contribution Withdrawal after you have attained age 59½, your election will instead be treated as an election for an age 59½ withdrawal (described below).

## Withdrawals After Age 59½

You may withdraw all or part of your Plan account after you turn age 59½. If you are not making a direct rollover to an IRA or another retirement plan, 20% of the taxable portion of your withdrawal will be withheld for Federal income taxes. Additional withholding may apply for any applicable state taxes. The additional 10% early withdrawal tax will not apply to an age 59½ withdrawal.

## Hardship Withdrawals

You may request a Hardship Withdrawal from all or part of your Plan account (except as described below) when you experience an eligible financial emergency and have no other financial resources to alleviate your financial hardship. You may withdraw only up to the amount needed to satisfy your financial need plus an additional amount to cover Federal and state tax withholding. In most cases, you will owe regular income taxes on the taxable portion of the money withdrawn plus a 10% early withdrawal tax, if applicable. You also may owe state income taxes.

### Eligible Financial Emergencies

You may apply for a Hardship Withdrawal to help alleviate one or more of the following financial needs:

- Expenses for (or necessary to obtain) medical care (described in Code section 213(d)) for you, your Spouse or designated beneficiary, or any of your dependents and not reimbursed from another source.
- Costs directly related to the purchase of your primary residence (excluding ongoing mortgage payments).
- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of postsecondary education for you or your Spouse or designated beneficiary, children, or dependents.
- Immediate/heavy financial need for expenses, losses (including loss of income) incurred on account of a federally declared disaster.
- Payments necessary to prevent your eviction from your principal residence or foreclosure on

the mortgage on your principal residence.

- Funeral expenses for your parents, Spouse or designated beneficiary, children, or dependents.
- Repairs of your principal residence.
- A leave of absence from work without pay or is otherwise absent without pay for 15 or more consecutive business days.
- A lump sum child support payment (by court order only).
- Past due Federal or state taxes (by Federal or state delinquency notice only).

For Hardship Withdrawals, a dependent is defined under applicable IRS rules. Please call the Boeing Financial Benefits Service Center for information regarding who is considered to be your dependent for purposes of Hardship Withdrawals.

In addition, FSP Sick Leave Contributions are not available for a Hardship Withdrawal.

### **Applying for a Hardship Withdrawal**

To apply for a Hardship Withdrawal, request the Hardship Withdrawal Package from NetBenefits or by calling the Boeing Financial Benefits Service Center. Complete and submit the form and all documents according to the instructions on the form.

Before applying for a Hardship Withdrawal, you must first take all withdrawals available to you from the Plan (see the withdrawal options described above).

If you take a Company Matching Contribution Withdrawal (which triggers a six-month suspension of your Company Matching Contributions, Student Loan Non-Elective Contributions, and Supplemental Matching Contributions, as described above), and then later take a Hardship Withdrawal, your Company Matching Contributions automatically will resume even if you have not yet completed the six-month suspension period, as long as you are actively contributing and eligible for Company Matching Contributions at that time. If your suspension period ends early due to a Hardship Withdrawal and you are participating in the Student Loan Match Program, then the shortened suspension period will be used when calculating your compensation for purposes of the Student Loan Non-Elective Contributions, and Supplemental Matching Contributions.

In addition, you may be required to provide a written statement and supporting documentation describing the nature of your immediate and heavy financial need and/or that your financial need cannot be relieved through any of the following:

- Discontinuing your Pretax, Roth, and Aftertax Contributions under the Plan.
- Reimbursement or compensation by insurance or otherwise.
- Available assets of a spouse or minor children
- Available distributions or loans from this Plan or any other plan maintained by the Company (including the nonqualified plans) or by any other employer.
- Reasonable liquidation of other assets unless the liquidation of such assets itself would cause a heavy financial hardship.
- Borrowing from commercial sources like a bank or other financial institution.

If you take a Hardship Withdrawal, your contributions to the Plan will continue unless you request that payroll deductions stop.

## Other Types of Withdrawals

<b>FSP Sick Leave Contributions</b>	<p>If you have an FSP Sick Leave account in the Plan and are eligible to withdraw sick leave benefits from this account due to your illness or injury, an FSP Sick Leave Withdrawal Eligibility letter will be mailed to you for each applicable pay week. This form will advise you of the amount you are eligible to withdraw from the Plan and will provide you with payment options.</p> <p>If you request payment, a check will be mailed to you within one week of your withdrawal request. You can process this withdrawal request through NetBenefits or by calling the Boeing Financial Benefits Service Center. In most cases, you will owe regular income taxes on the taxable portion of the money withdrawn plus a 10% early withdrawal tax, if applicable. You also may owe state income taxes.</p> <p>If you do not use your FSP Sick Leave account, you will receive payment for your FSP Sick Leave Contribution account upon retirement or termination from the Boeing Controlled Group.</p>
<b>After the Birth or Adoption of a Child</b>	<p>You may request a withdrawal of up to \$5,000 per child from your contributions when you experience a birth or adoption. For example, if you were to have twins, you may request \$10,000. You may recontribute any portion of the withdrawal back into to this Plan as a rollover contribution within three years of receiving the withdrawal, however, the money withdrawn is not eligible for rollover into another qualified plan or IRA. In most cases, you will owe regular income taxes on the taxable portion of the money withdrawn that is not recontributed. You also may owe state income taxes. However, you will not owe the 10% early withdrawal tax.</p>
<b>Disability</b>	<p>If you are a nonunion participant (or a participant covered by a collective bargaining agreement that specifically provides for such withdrawal), you may be permitted to withdraw all or part of your Plan account upon a total disability. You are considered to be totally disabled if you are determined to be disabled by the Social Security Administration.</p> <p>In addition, you may withdraw the portion of your account in the Plan that was transferred from the eXMeritus Software Federal Systems, Inc. 401(k) Plan, the Global Aeronautica LLC 401(k) Plan if you qualify for long-term disability benefits under a Company sponsored disability plan (even if you have not been determined to be disabled by the Social Security</p>

Administration).

In most cases, you will owe regular income taxes on the taxable portion of the money withdrawn. You also may owe state income taxes. However, you will not owe the 10% early withdrawal tax.

**Qualified Reservist Distribution**

If you are a nonunion participant (or a participant covered by a collective bargaining agreement that specifically provides for such withdrawal), you may withdraw all or a portion of your Pretax Contributions or Roth Contributions as a “Qualified Reservist Distribution” if two conditions are met:

- You are a reservist in the U.S. Armed Forces who is ordered or called to active duty for a period in excess of 179 days (or indefinitely); and
- The distribution is made during the period that begins on the date of the order or call described above and ends at the close of the active duty period described above.

In most cases, you will owe regular income taxes on the taxable portion of the money withdrawn. You also may owe state income taxes. However, you will not owe the 10% early withdrawal tax.

**Other Active Military Duty Distribution**

If you are a nonunion participant (or a participant covered by a collective bargaining agreement that specifically provides for such withdrawal), and you are on leave for at least 30 days while performing active duty in the uniformed services, as defined by law, you may withdraw all or part of your Pretax Contributions or Roth Contributions. If you receive such a withdrawal, you will not be able to make any Pretax Contributions or Roth Contributions for 6 months following your withdrawal. In most cases, you will owe regular income taxes on the taxable portion of the money withdrawn. You also may owe state income taxes. In addition, you may owe the 10% early withdrawal tax if you are under age 59½ and you do not satisfy another exemption.

## DISTRIBUTIONS WHEN YOU LEAVE BOEING

Soon after you terminate your employment, you will receive information to assist you in choosing an appropriate distribution option. You may request a termination package by calling the Boeing Financial Benefits Service Center. Total distribution requests cannot be processed until 15 days after you have terminated your employment with the Boeing Controlled Group. This ensures that any final contributions and loan repayments have been posted to your Plan account.

## If you leave the Boeing Controlled Group and your Plan account balance is \$1,000 or less

Your Plan account will be paid out automatically as a lump sum approximately 90 days after you have been notified of your distribution options and automatic lump sum payout. This will give you time to decide how you wish to receive the payout (e.g., as a rollover to another plan, IRA, or Roth IRA) within the 90-day period. If you do not make a timely election, your account balance will be paid directly to you.

## If you leave the Boeing Controlled Group and your Plan account balance exceeds \$1,000

You will have several choices for accessing your Plan funds. You may be able to:

- Defer receipt of your Plan account balance, subject to required minimum distribution rules that require you to commence distributions no later than April 1 after the year in which you reach age 73 if you were born from January 1, 1951 through December 31, 1959 (or April 1 after the year in which you reach age 70½ if you were born before July 1, 1949, or age 72 if you were born from July 1, 1949 through December 31, 1950, or age 75 if you were born in 1960 or later).
- Receive one or more partial distributions, with the balance of your Plan account remaining in the Plan.
- Receive monthly, quarterly, semiannual, or annual installment payments in a fixed dollar amount specified by you.
- Receive the balance of your Plan account in monthly, quarterly, semiannual, or annual installment payments for a specific number of years, in one-year increments up to 10 years. The amount of each payment will equal the value of your Plan account divided by the number of installments remaining.
- Purchase a commercial period certain annuity. A period certain annuity provides payments for a specified number of years from a life insurance company.
- Roll over your Plan account into another retirement plan, IRA, or Roth IRA. (For more information, see *Eligible Plan Rollovers* below.)
- Receive an in-kind distribution of some or all of the Boeing Stock in your Boeing Stock Fund account. (“In-kind” means your shares of Boeing Stock will be directly registered by Computershare (the transfer agent for Boeing Stock) and a transaction advice confirming the registration will be sent by regular U.S. Mail to your mailing address on file.) Also, you may elect to receive your Boeing Stock in installments. You will receive your distribution in whole shares; the value of any remaining fractional shares will be paid in cash.
- Receive a total distribution in a cash lump sum.

### **If You Elect an Installment Distribution**

You may suspend your installment payments and elect to have your Plan funds paid in one of the forms of payment listed above at any time, including a lump sum, subject to the Plan’s required minimum distribution rules. If your Plan account is valued at more than \$1,000, you may receive your retirement benefit in the form of installment payments. You may change the amount and/or the frequency of your installment payments (i.e., monthly, quarterly, semi-annually, or annually) at any

time during a particular month. If you make more than one change in a period, the last such change to the frequency or amount will be effective with respect to the next installment payment that is due. In addition, if you become re-employed by any member of the Boeing Controlled Group while you are receiving installment payments, those payments will stop. If you again are terminated from the Boeing Controlled Group, you will be able to make a new distribution election, including installments.

### **If You Elect Your Distribution with a Payment Period of Less than 10 Years**

There will be a mandatory 20% withholding for Federal income tax purposes on the taxable portion of your distribution unless you roll over the money into another eligible retirement plan or IRA. Additional withholding may apply for any applicable state taxes. In general, you also will be subject to an additional 10% early withdrawal tax (as discussed above) if you are under age 59½, unless you roll over the money into another eligible retirement plan, IRA, or Roth IRA. (Exceptions to the 10% early withdrawal tax may apply, including if you terminate employment during or after the year you reach age 55. For details, call the Boeing Financial Benefits Service Center.)

### **If You Elect to Take an In-kind Distribution of Boeing Stock**

You will not have to redeem any shares of stock to cover the automatic 20% withholding discussed above. However, if you receive both stock and cash, 20% of the total taxable value—from both stock and cash—will be withheld from the cash portion of your distribution.

## **HOW BOEING STOCK IS TAXED**

If you receive a lump sum distribution (as defined in the next paragraph) that includes an in-kind distribution of Boeing Stock from the Boeing Stock Fund, special Federal tax treatment is available under certain circumstances for what is called “net unrealized appreciation” (NUA) of the Boeing Stock. The NUA on a share of stock equals the market price of the share when it is distributed from your Plan account minus the cost of the share when it was purchased for your Plan account. In other words, the NUA is the increase in value of the share of stock while it was held in your Plan account.

For purpose of this rule, a lump sum distribution means a single distribution received within one calendar year on or after the time you reach age 59½ or after you are no longer employed by the Boeing Controlled Group, and consists of the entire balance of your account in the Plan and all other profit-sharing plans maintained by the Boeing Controlled Group.

If you receive Boeing Stock in-kind in a lump sum distribution, then you will not be taxed on the NUA at that time. Instead, you will be taxed on the NUA when you later sell the stock; when you do, the tax will be at the applicable capital gains tax rate, which is usually lower than ordinary income tax rates. In that case, the tax on the NUA is deferred and may be at a lower rate than the tax on the rest of your distribution from the Plan.

In addition, when you sell the stock, if the value of the stock has increased since the date you received the distribution, this additional appreciation may be taxed at the applicable capital gains rate, depending on how long you have held the stock since you received the distribution. If you sell the stock for less than the amount that the stock cost when it was purchased for your Plan account, you may realize a loss for tax purposes for the year in which you sell the stock. Under certain circumstances, you may elect not to have this treatment apply to the NUA if you make a special tax

election.

**Income tax laws and regulations are complex and change frequently. You should seek competent tax advice when receiving a distribution from your Plan account, especially when that distribution may include Boeing Stock.**

### **Taxation of Your Distribution: An Example**

Assume you made Pretax Contributions to the Plan and invested them in the Boeing Stock Fund. Also assume that when the Boeing Stock Fund units were contributed to your Plan account, they were worth \$1,000. You now receive an in-kind distribution of stock worth \$1,400 as part of a lump sum distribution. The NUA on the stock is \$400. At the time of distribution, you will be taxed on \$1,000 at ordinary income rates, but you may defer paying tax on the \$400 of NUA until you later sell those shares. If the shares are worth \$1,700 when you sell them, the \$400 of NUA would be taxed at the applicable capital gains rate, and the additional \$300 of gain would be taxed according to how long you held the stock since the time of distribution.

Alternatively, if your stock distribution was not part of a lump sum distribution, you would be taxed on the full \$1,400 at ordinary income tax rates at the time of distribution. If you eventually sold the stock for \$1,700, you would be taxed only on the additional \$300 of gain earned between the date of your Plan distribution and the date of sale (because you already paid tax on the original \$1,400).

## ELIGIBLE PLAN ROLLOVERS

You may elect to have all or a portion of certain Plan distributions and withdrawals (other than Hardship Withdrawals, required minimum distributions, and installment payments made over a period of 10 years or more) rolled over directly to an IRA, a Roth IRA, or another employer's eligible retirement plan. Direct rollovers to other plans are subject to acceptance by the administrator of the other employer's plan. It is especially important to receive confirmation from the other plan's or IRA's administrator that the plan or IRA may accept the rollover if you want to roll over Boeing Stock, Roth, or Aftertax Contributions. You may make your rollover request through NetBenefits or by calling the Boeing Financial Benefits Service Center.

Mandatory Federal income tax withholding (at a rate of 20%) and applicable state tax withholding will be applied to the taxable portion of most Plan distributions that are not rolled directly to an IRA or another eligible retirement plan (excluding any Hardship Withdrawals, required minimum distributions, and installment payments made over a period of ten years or more). In addition, a 10% early withdrawal tax may apply if you are under age 59½ at the time of your distribution. An exception to the 10% early withdrawal tax may apply if you terminate employment during or after the year you reach age 55.

# WHAT HAPPENS TO YOUR ACCOUNT IF YOU DIE

In the event of your death, your valid beneficiary or beneficiaries will be entitled to the full value of your entire Plan account. However, if you are receiving payments under an annuity contract at the time of your death, the terms of the annuity contract will determine the benefit payable to a beneficiary.

**If your beneficiary is a sole individual (such as your Spouse, domestic partner, or child), or an estate or trust,** the beneficiary may be eligible to defer receipt of your Plan account if your account balance is more than \$1,000, as discussed below. After the Plan account has been established in the beneficiary's name following your death, the beneficiary may direct the investment of the account. If your beneficiary defers receipt, then your beneficiary must name a beneficiary to receive the benefit in the event your beneficiary dies before receiving the benefit, except that estates and trusts cannot name a beneficiary.

**If the Plan account balance is \$1,000 or less,** the beneficiary will receive notification that the Plan account automatically will be paid out as a lump sum approximately 90 days after the notification has been sent. This will give the beneficiary time to decide the manner in which the beneficiary wishes to receive the payout (e.g., as a rollover to an IRA) within the 90-day period. If the beneficiary does not make a timely election, the Plan account will be paid directly to the beneficiary.

## Loans Outstanding at the Time of Your Death

If you have an outstanding loan when you die, your outstanding loan balance will be considered a deemed distribution to your estate. Your estate will be responsible for taxes owed on the taxable portion of the deemed distribution.

## Payment Options for Beneficiaries

### Single Named Beneficiary

If you have named a single beneficiary for your Plan account and the account balance exceeds \$1,000, then your beneficiary will generally start receiving distributions the year after your death and will generally receive a full distribution by the end of the 10th year following the year of your death. If your named beneficiary is your spouse, a chronically ill or disabled individual, or an individual who is not more than 10 years younger than you, then your named beneficiary could choose to spread payments out over their lifetime. Your beneficiary may also have the right to name a beneficiary to receive payment of any amounts remaining at your beneficiary's death.

In general, if your Plan account is payable to your estate or if you name a beneficiary other than an individual described directly above, then your entire account must be paid out to your estate or the applicable beneficiary no later than December 31, of the year in which the fifth anniversary of your death occurs.

### Multiple Beneficiaries

If you have multiple beneficiaries, then they are not eligible to defer receipt of your Plan account balance. In this case, the Plan account will be divided according to the designation and paid to each beneficiary in a lump sum payment as soon as administratively feasible after your death. Each

beneficiary may elect to roll over their portion of your Plan account to an IRA, or, if one of the beneficiaries is your surviving Spouse, to an eligible retirement plan.

If your initial sole beneficiary designates multiple beneficiaries and dies before receiving payment, benefits will be divided according to the designation and paid to each beneficiary in a lump sum payment as soon as administratively feasible.

## Payment Options for Prior 401(k) Plan

If you have an account in the Plan due to the Aviall, Inc. Employee Savings Plan (Aviall Plan) being merged into the Plan, your beneficiaries may have other distribution options with respect to that prior 401(k) plan account balance. If this applies to you, please review the additional information provided below.

### Aviall Distribution Rights

The Aviall Plan was merged into the Plan, effective January 1, 2017. If you were a participant in the Aviall Plan, you may be eligible for certain additional distribution rights that were available under the Aviall Plan.

**Aviall IARP Account Distribution Options.** Special distribution and death benefit rules will apply to any portion of your Plan account that relates to your participation in the Aviall Individual Account Retirement Plan (your Aviall IARP Account):

- **If your Aviall IARP Account balance exceeds \$1,000 when you leave Boeing** then your Aviall IARP Account will be distributed to you on your Benefit Commencement Date in the form of:
  - A single life annuity (if you are not married on the Benefit Commencement Date) unless you elect a different form of payment. Under this form, you will receive a monthly benefit for the rest of your life, but no benefit payments will be made after your death.
  - A 50% surviving spouse annuity (if you are married on the Benefit Commencement Date) unless you elect a different form of payment. Under this form, you will receive an actuarially reduced monthly payment for the rest of your life and, upon your death, your surviving Spouse (the person to whom you are married on your Benefit Commencement Date) will receive a monthly benefit for life equal to 50% of the monthly amount you were receiving before your death. The amount of the benefits paid to you (or to you and your surviving Spouse) will be the actuarial equivalent of your Aviall IARP Account balance.
- Alternatively, subject to spousal consent requirements, you may elect to receive distribution of your Aviall IARP Account in one of the following forms:
  - A lump sum distribution.
  - Annual, semiannual, or quarterly installments over a fixed period of time.
  - A single life annuity.
  - Alternate surviving spouse annuity. This is the same as the 50% surviving spouse annuity described above, except that (i) your surviving Spouse will receive monthly payments equal to a higher percent of the monthly payment you were receiving and (ii) your monthly benefit will be further reduced to take into account the bigger death benefit that may be paid. Under this option, you may designate from 51 to 100% as the survivor

benefit percent. This designation must be made before your Benefit Commencement Date.

Your “Benefit Commencement Date” generally means the first day of the month following the later of the date you turn 65 or the date you leave the Boeing Controlled Group. You may, however, elect to accelerate your Benefit Commencement Date to the first day of any month following the date you leave the Boeing Controlled Group (for example, if you want your Aviall IARP Account to be distributed at the same time as the other portion of your Plan account).

Special death benefit rules also apply to your Aviall IARP Account if you die before your Benefit Commencement Date and your Aviall IARP Account exceeds \$1,000 on the date of your death. Under these special rules, your Spouse will receive a monthly payment for their lifetime that is actuarially equivalent to your Aviall IARP Account balance. Your spouse may instead elect to receive your Aviall IARP Account as a lump sum or installments (if the installments are valued at more than \$1,000). Alternatively, subject to spousal consent requirements, you may elect to have your Aviall IARP Account paid to your spouse as a lump sum or to a non-spouse beneficiary as a lump sum. If your spouse is your beneficiary, your spouse may elect instead to have your Aviall IARP Account paid to a non-spouse beneficiary as a lump sum.

The spousal consent requirement referred to above will be satisfied if your Spouse consents to your form of distribution election in writing on the provided election form and such consent is notarized.

- The annuity payments described above may be provided by the Plan or from an annuity provider selected by the Plan Administrator.

If you have an issue regarding your Plan account or your right to receive benefits under the Plan, call the Boeing Financial Benefits Service Center. If the issue is not resolved, you may file a formal (written) claim. If your formal claim is denied, then you may request an appeal. This section describes the procedures you must follow in order to file a formal claim or request an appeal of a denied claim. You may not bring a civil action for benefits under the Plan until you exhaust the claims and appeals procedures.

## Filing a Claim

If you feel you are being denied a benefit under the Plan, the Plan has established the following procedures for initiating a formal claim and appeal of denied benefits.

A formal, written claim for benefits should be sent to the following address:

### For standard mail:

Claim Administration  
Boeing Financial Benefits Service  
Center  
P.O. Box 770003  
Cincinnati, OH 45277-0070

### For overnight or express mail:

Claim Administration  
Boeing Financial Benefits Service  
Center  
100 Crosby Parkway, Mailzone  
KC1F-E  
Covington, KY 41015

The formal claim can be made by you, or a person you appoint to act on your behalf. The claim administrator will respond in writing within 90 days of receiving the claim. If special circumstances require more time, the review period may be extended up to an additional 90 days. You will be notified in writing of this extension.

If your claim is approved or denied in whole or in part, you will be notified in writing. If the claim is denied, the claim determination will include:

- The specific reasons for the denial,
- A reference to the specific Plan provisions on which the claim determination was based,
- A description and explanation of any additional information that is needed to substantiate your claim,
- A description of the Plan's review procedures and the applicable time limits,
- A summary of your rights to take legal action, and
- Any other information required by ERISA.

## Filing an Appeal

If your formal claim is denied in whole or in part, then you, or a person you appoint to act on your behalf, may appeal the denial of benefits by writing to the Committee at the address below within 60

days of the date you receive the notice of the denial or partial denial of Plan benefits:

**For standard mail:**

Claim Administration  
Boeing Financial Benefits Service  
Center  
P.O. Box 770003  
Cincinnati, OH 45277-0070

**For overnight or express mail:**

Claim Administration  
Boeing Financial Benefits Service  
Center  
100 Crosby Parkway, Mailzone  
KC1F-E  
Covington, KY 41015

You must indicate the reason for your appeal and may include any information or documents that you believe are relevant to the claim. If you do not appeal within 60 days of receipt of the benefit determination notice, you will be deemed to have waived your right of appeal.

In your appeal, you must:

- State, in writing, why you believe the claim should have been approved,
- Submit any information and documents you think are appropriate, and
- Send the appeal and any supporting documentation to the Committee in a timely manner.

The Committee will review your appeal, render a decision, and notify you of its decision within 60 days of receipt of your appeal. If special circumstances require more time, the review period may be extended for up to an additional 60 days. You will be notified in writing of this extension.

If your appeal is denied, in whole or in part, the Committee will send you a notice that will include:

- The specific reasons for the denial,
- A reference to the specific Plan provisions on which the determination was based,
- A summary of your right to additional appeals (if any) or legal action, and
- A statement of your right to obtain, free of charge, copies of documentation relevant to the decision.

If the Committee makes an adverse benefit determination on appeal, you may bring a civil action under Section 502(a) of ERISA. Any action must be commenced within 180 days following the decision on appeal of your initial claim for benefits (or 180 days following the expiration of time to make an appeal if no appeal is made. You may not bring a civil action for benefits under the Plan unless and until you exhaust the above claims and appeals process). Participants irrevocably consent to the nonexclusive jurisdiction and venue of the Federal and state courts located in the State of Illinois, Cook County.

Benefits will be paid under the Plan only if the Committee decides in its discretion that you are entitled to them. It is the Committee's exclusive right to interpret the terms of the Plan to resolve a claim for benefits and to exercise its discretion to resolve all questions arising under the Plan, including appeals. Decisions of the Committee are final and binding.

## WHAT RIGHTS YOU HAVE UNDER FEDERAL LAW

ERISA provides you with certain rights and protections. These rights are explained here.

### Receive Information About the Plan and Benefits

You have the right to:

- Examine, without charge, at the Plan Administrator's office and other specified locations, such as work sites, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
- Obtain a personal copy of these documents or related materials, by sending a written request to the Plan Administrator. You may obtain copies of documents governing Plan operation, including insurance contracts, copies of the latest annual report (Form 5500 Series), collective bargaining agreements and an updated summary plan description. You will be charged a reasonable fee for copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you (1) the amounts credited to your account under the Plan and (2) the total amount you would receive if your employment terminated now. This statement must be requested in writing, by telephone or online and is not required to be given more than once every 12 months. The Plan Administrator must provide the statement free of charge.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties on the people who are responsible for operating the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your eligibility or a Plan benefit claim is denied or ignored, in whole or in part, you have the right to:

- Know why this was done,
- Obtain copies of documents relating to the decision without charge, and
- Appeal any denial, all within certain time schedules (see Section 7 - Claims and Appeals).

Under ERISA, there are steps you may take to enforce the above rights. For instance:

- If you request a copy of Plan documents or the latest annual report and you do not receive it within 30 days, you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive them, unless the materials were not sent because of reasons beyond the Plan Administrator's control.
- If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in state or Federal court after you exhaust your appeal rights.
- If you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.
- If Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the Department of Labor or you may file suit in Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees; if you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## Receive Assistance with Your Questions

If you have any questions about:

- The Plan, contact the Boeing Financial Benefits Service Center or the Plan Administrator.
- This statement of your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or write to the following address:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue  
NW Washington, DC 20210

You also may obtain certain publications about your rights and responsibilities under ERISA from the EBSA on the World Wide Web ([www.askebsa.dol.gov/](http://www.askebsa.dol.gov/)) or by calling the EBSA hot line at 1-866-444-EBSA (1-866-444-3272).

## YOUR RESPONSIBILITIES UNDER THE PLAN

As a participant in the Plan, you must:

- Submit any claim for Plan benefits in accordance with Plan rules. If you leave the Company and are eligible to receive a distribution at a later date, you will be responsible for contacting the Boeing Financial Benefits Service Center to request the distribution.
- Inform the Company of any change in your marital status, address, or contact information (even after you have terminated employment). It may be necessary for the Company to contact you from time to time on matters relating to your Plan benefit, and this information must be

current to ensure you have access to your benefits.

- To update your address:
  - If you are a current Boeing employee: Log into Boeing Worklife and update your address within your Profile or call the Boeing Worklife Care Team at 1-866-473-2016. When prompted, enter your BEMSID and Worklife PIN. Request “Address Change” to be connected with a representative. If you are not a Boeing employee, log into NetBenefits and update your address within your Profile or call the Boeing Financial Benefits Service Center at 1-866-422-3539.
  - If you are a former employee, beneficiary, or alternate payee: Log into NetBenefits and update your address within your Profile or call the Boeing Financial Benefits Service Center at 1-866-422-3539.
- Provide any information or documentation requested by the Plan Administrator.
- Safeguard your Plan account. Participants (including beneficiaries and alternate payees entitled to benefits under the Plan) are responsible for safeguarding the privacy and security of their Plan account information. This includes all credentials used to access your Plan account, such as BEMSID, username, and passwords. The Plan Administrator, Committee, Company, and trustee will not be liable for any loss that may result from unauthorized access to a Plan account. You must use the appropriate credentials whenever you want to access information about your Plan benefit, whether you are an active employee, a retiree, or a terminated employee.
- Abide by Plan rules.

## HOW THE PLAN IS ADMINISTERED

Under the terms of the Plan, the Committee is the Plan Administrator. The Committee is composed of employees of The Boeing Company who are appointed to their positions by the Board of Directors.

### Plan Administrator’s Rights

Notwithstanding any other provision in the Plan, and to the full extent permitted under ERISA and the Internal Revenue Code, the Plan Administrator has the exclusive right, power, and authority, in its sole and absolute discretion, to:

- Administer, apply, construe, and interpret the Plan and all related Plan documents.
- Decide all matters and questions arising in connection with the Plan’s eligibility and participation requirements and entitlement to benefits; and the nature, type, form, amount, and duration of benefits.
- Amend the Plan.
- Establish rules and procedures to be followed by participants and beneficiaries in filing applications for benefits and in other matters required to administer the Plan.
- Prescribe forms for filing benefit claims and for enrollment materials.
- Receive all applications for benefits and make all determinations of fact necessary to establish the right of the applicant to benefits under the provisions of the Plan, including the amount of such benefits.
- Appoint accountants, attorneys, actuaries, consultants, and other people (who may be

employees of the Company) for advice, counsel, and reports to make determinations of benefits or eligibility.

- Delegate its administrative duties and responsibilities to people or entities of its choice such as the Boeing Financial Benefits Service Center, the service representatives, and employees of the Company.

All decisions that the Plan Administrator (or any duly authorized designees) makes with respect to any matter arising under the Plan and any other Plan documents are final and binding. If any part of this Plan is held to be invalid under applicable law, the remaining provisions will continue in force.

## Company's Right to Amend, Modify and Terminate the Plan

The Company reserves the right to change, modify, amend, or terminate the Plan, in whole or in part, at any time and for any reason for employees, former employees, retirees, alternate payees, and beneficiaries, subject to an applicable collective bargaining agreement. Plan accounts will be distributed to participants as soon as administratively feasible after any termination of the Plan following any applicable IRS approval. If the Plan is terminated and any Plan assets remain, they will be used to pay Plan benefits and administrative expenses. Any Plan assets that remain after all Plan obligations are met will revert to the Company to the extent permitted under the applicable trust agreement. If the trust agreement provides that Plan assets may not revert to the Company, remaining assets will be used to pay other benefits and administrative expenses as permitted under applicable law.

## No Contract of Employment

Nothing in the Plan, including the receipt of benefits, is to be construed as a contract of employment, and nothing in the Plan gives any employee the right to be retained in the employ of the Company or to interfere with the rights of the Company to manage or discharge any employee at any time.

## QUALIFIED DOMESTIC RELATIONS ORDERS

Federal law protects your benefits under the Plan from assignment and transfer to others with certain exceptions. This protection does not apply to a qualified domestic relations order (QDRO). A QDRO is a judgment, decree, or order that relates to divorce decrees, property settlements, and child support orders. If a court order of this type is received that seeks to affect your benefits under this Plan, you will be advised in writing.

For additional information regarding QDROs, please call the Boeing Service Center at Fidelity at 1-866-422-3539 or visit the Fidelity QDRO Center website: [qdro.fidelity.com](http://qdro.fidelity.com). You may request a copy of the Plan's general procedures governing QDROs, without charge from the Fidelity QDRO Administration Group or by writing to:

**For standard mail:**

Fidelity QDRO Administration Group  
P.O. Box 770003

**For overnight or express mail:**

Fidelity QDRO Administration Group  
100 Crosby Parkway, Mailzone  
KC1F-E

You can also obtain a copy of the QDRO Procedures under “Access QDRO Service Center” after logging onto NetBenefits.

<b>Plan Name and Number</b>	The Boeing Company 401(k) Retirement Plan (Plan 002)
<b>Plan Sponsor</b>	The Boeing Company 100 North Riverside Plaza MC 5002-8421 Chicago, IL 60606-1596
<b>Employer Identification Number</b>	91-0425694
<b>Plan Year</b>	Calendar-year basis (January 1 through December 31)
<b>Plan Administrator</b>	Employee Benefit Plans Committee The Boeing Company 100 North Riverside Plaza MC 5002-8421 Chicago, IL 60606-1596 312-544-2297
<b>Agent for Service of Legal Process</b>	Employee Benefit Plans Committee The Boeing Company c/o United States Corporation Company of Illinois 33 North La Salle Street Chicago, IL 60602  Legal process also may be served on the Plan trustee.  If you would like to commence a lawsuit against the Plan with respect to a denied benefit, you must do so within 180 days following the decision on appeal of your initial claim for benefits (or 180 days following the last date for filing an appeal if no appeal is made). A lawsuit that does not meet this deadline will be considered untimely.
<b>Type of Plan</b>	The Plan is a qualified defined contribution profit-sharing plan with 401(k), Roth 401(k), 401(m), and employer stock ownership plan components. It is

intended to be a participant-directed individual account plan under Section 404(c) of ERISA. Benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation, a Federal pension insurance agency, as this type of plan is not eligible for such insurance.

**Type of Administration**

The Plan is administered in accordance with the provisions of the official Plan document and the master trust agreement. The Boeing Company has contracted with Fidelity Investments to assist with administration of the Plan.

**Funding and Contributions**

The Plan is funded by both Company and participant contributions. Contributions are held in a trust.

Plan administrative fees may be deducted directly from individual accounts in the Plan or paid for through offsets and/or payments associated with one or more of the Plan's investment options. Plan administrative expenses, including fees for recordkeeping, trust and custody, audit, legal and other third-party and internal administrative expenses associated with maintaining the Plan, are paid directly from the Plan's various investment options.

In addition to the investment management and administrative fees, separate fees may be deducted from your account if you elect certain transactions, such as a loan, or you elect certain service programs. For specific information regarding fees, please see the *Plan Annual Disclosure of Fee & Investment Information* on NetBenefits.

Necessary and proper expenses of administration of the Plan are paid from assets of the trust fund except for those expenses that The Boeing Company is required by law, or chooses, to pay. All forfeitures may be used to reduce any contributions made by the Company, reinstate participant's forfeitures, or pay administrative expenses, as determined by the Plan Administrator.

**Plan Trustee**

The Northern Trust Company

50 South LaSalle Street  
Chicago, IL 60603

**Collective Bargaining  
Agreements**

The Plan is maintained pursuant to collective bargaining agreements; a copy of such agreement or agreements may be obtained by participants and beneficiaries upon written request to the Plan Administrator and is available for examination by participants and beneficiaries.

**Named Fiduciary for  
the Boeing Stock  
Fund**

Newport Trust Company  
Attn: Boeing Stock Fund  
815 Connecticut Avenue NW, Suite 510  
Washington, DC 20006

## Adopting Affiliates and Subsidiaries

An Affiliate or Subsidiary that has adopted the Plan with the consent of the Board of Directors or such corporate officers as the Board of Directors may designate. For the most current information regarding whether an entity is an Adopting Affiliate or Subsidiary, contact the Boeing Financial Benefits Service Center.

## Affiliates and Subsidiaries

A member of a controlled group of corporations within the meaning of Code section 414(b), a group of trades or businesses (whether incorporated or not) which are under common control within the meaning of Code section 414(c) with The Boeing Company, or a member of an affiliated service group (as defined in Code sections 414(m) or 414(o) or the regulations thereunder) of which The Boeing Company is a part.

## Aftertax Contributions

A type of contribution made by an eligible participant to the participant's Plan account pursuant to an election to reduce Base Pay on an aftertax basis. Although both are made on an aftertax basis, Aftertax Contributions and Roth Contributions differ in several respects, including, for example, how distributions of such contributions are taxed.

For more information, see Section 4 - Contributions.

## Base Pay

Your base wage or salary from the Company, including shift differential pay. Base Pay does not include overtime pay, instructor pay, per diem, special assignment premium pay, location allowances, commissions, incentive compensation awards, other bonuses, disability pay or any other payment.

## Boeing Controlled Group

The Boeing Company and all its Affiliates and Subsidiaries, including those that have not adopted the Plan.

## Boeing Stock

Common stock of The Boeing Company.

## Catch-Up Contributions

An additional Pretax or Roth Contribution (if eligible) that you may make if you are age 50 or older by the end of the calendar year in the year of contribution.

## Code

Internal Revenue Code of 1986, as amended, and any regulations or authorities issued thereunder.

## Committee

The Employee Benefit Plans Committee of The Boeing Company.

## Company

The Boeing Company and Adopting Affiliates or Subsidiaries of The Boeing Company, as applicable.

## ERISA

The Employee Retirement Income Security Act of 1974, as amended, and any regulations or authorities issued thereunder.

## Incentive Payment

“Incentive Payment” is defined as a payment under any of the following programs (as of January 1, 2023), if eligible: The Boeing Company Employee Incentive Plan, The Boeing Company Nonexecutive Management Incentive Plan, the Boeing Company Performance Based Incentive Plan, the Boeing Global Services Sales Incentive Plan (excluding WIN and Referral Bonuses), Teammate Incentive Plan, the Commercial Sales Incentive Plan, Huntington Beach Hourly Employee Incentive Program, Production Incentive Plan, the GMD/DSC C2 Performance Incentive Program, the Boeing El Segundo Business Performance Program, the Aerospace Machinist Performance Program, the Philadelphia Performance Incentive Program, the Huntsville Performance Incentive Program, the St. Louis Performance Sharing Program, or the Spectrolab Team Incentive Plan.

## Plan Administrator

The Employee Benefit Plans Committee of The Boeing Company.

## Plan Year

The calendar year.

## Pretax Contributions

A type of contribution made by an eligible participant to the participant’s Plan account pursuant to an election to reduce Base Pay or Incentive Payment (if eligible) on a pretax basis.

## Qualified Default Investment Alternative or QDIA

An investment option, as defined under rules issued by the Department of Labor, chosen by the Plan’s fiduciary for those situations when participants do not provide instruction on how to invest their Plan accounts.

## Qualified Distribution

A distribution that meets **both** of the following requirements:

- The distribution is made after a five taxable year period of Roth participation. The five-taxable-year period begins on January 1 of the first year in which you made a Roth Contribution to, or In-Plan Roth Conversion within, the Plan. However, if you make a direct rollover from your designated Roth account in a former employer's 401(k) plan and you provide documentation of the date that you first made a Roth contribution to that plan within 30 days after the direct rollover to the Plan is completed, your five-taxable-year period begins on January 1 of the year in which you made a Roth contribution to that plan, if it is earlier. If you do not provide documentation of the date of your first Roth contribution to that plan, the date that your money is rolled over to the Plan will be used, if it is earlier.
- The distribution is made after you reach age 59½ or are disabled or deceased.

## Qualifying Student Loan Payment

A payment on a loan that is in the participant's name and used to finance the participant's education or the education of the participant's family member, provided that such loan is properly registered with and approved by the Plan Administrator during the annual enrollment process and the payment is made while the participant is enrolled in the Student Loan Match Program.

## Rollover Contributions

A type of contribution made by an eligible participant to the participant's Plan account from the participant's account in another employer's eligible retirement plan or an IRA.

## Roth Contributions

A type of contribution made by an eligible participant to the participant's Plan account pursuant to an election to reduce Base Pay or Incentive Payment (if eligible) on an aftertax basis. Although both are made on an aftertax basis, Roth Contributions and Aftertax Contributions differ in several respects, including, for example, how distributions of such contributions are taxed. For more information, see Section 4 - Contributions.

## Spouse

A Spouse who is lawfully married to a participant, where such marriage was entered into in a State whose laws authorize the marriage (including same-sex and common law Spouses).

## Student Loan Non-Elective Contribution

The amount contributed to the Plan by the Company as a non-elective contribution on behalf of an eligible participant based on their Qualifying Student Loan Payments under the Student Loan Match Program, as described in the Company Contributions section.

## Supplemental Matching Contribution

The amount contributed to the Plan by the Company under the Student Loan Match Program as a matching contribution on behalf of an eligible participant based on the participant's eligible Pretax, Roth, and/or Aftertax Contributions to the Plan and the eligible participant's Student Loan Non-Elective Contribution (if any), as described in the Company Contributions section.

## Plan

The Boeing Company 401(k) Retirement Plan, as in effect from time to time.