MEMORANDUM OF UNDERSTANDING
Special One-Time Awards
Restricted Stock Units (RSUs) or Cash

A. Special One-Time Award of Restricted Stock Units for Represented Employees Excluding Interns

The Company's proposal includes a special one-time award of Boeing Restricted Stock Units ("RSUs") issued under The Boeing Company 2023 Incentive Stock Plan (the "Stock Plan") and contingent upon approval by the Compensation Committee of the Company's Board of Directors or its duly approved delegate, if the SPEEA membership ratifies the Company's offer by August 21, 2026.

The Company and the Union agree that all represented employees, excluding employees within Job Family UANW ("Interns"), who are on the Company's payroll (including those on a Leave of Absence of any duration) as of the applicable Grant Date (defined below) are eligible to receive a special one-time award of 40 RSUs.

Each such employee's award of RSUs shall vest and be distributed in installments of 33%, 33%, and 34% on each of the first, second, and third anniversaries of the Grant Date, respectively, subject in each case to the employee's continuous employment by the Company from the Grant Date through each vesting date, except in circumstances where the employee is terminated due to layoff, death, long-term disability, or retirement after attaining age 62 with at least one year of service or age 55 with at least ten years of service (in which case, full vesting shall apply and vested shares will be immediately distributed). Full vesting upon layoff will be conditioned upon the employee executing a waiver and release of claims. Full vesting upon qualifying retirement will be conditioned upon the employee providing sufficient advance notice of intent to retire to allow for transition planning (generally, six months). Vesting will also be subject to all other terms and conditions typically applied by the Company to RSU awards of this type as set forth in the Notice of Terms and the Stock Plan. If there is any conflict between this Memorandum of Understanding and the official Stock Plan documents, the latter shall prevail in all circumstances.

RSUs do not deliver financial value to the award recipient unless and until the award vests. Further, the ultimate value realized by an award recipient upon vesting is entirely dependent on the Company's share price upon the vesting date.

The Grant Date for these RSUs shall be the last business day of August 2026, for all eligible employees who are on the active payroll as of that date (which includes, for avoidance of doubt, employees who have been on a leave of absence of 90 days or fewer as of that date). For eligible employees who are on the inactive payroll as of the last business day of August 2026 due to being on a leave of absence that has exceeded 90 days, the Grant Date for those eligible employees shall be within 60 days of such employee’s return to the active payroll, provided that the employee must notify Human Resources through Worklife of their return to active payroll and eligibility for the RSU grant within 30 days of returning to work. All awards are subject to approval by the Compensation Committee of the Company’s Board of Directors, or its duly approved delegate, by or before the applicable Grant Date.

B. Special One-Time Cash Award of $2,000 for Represented Interns

The Company’s proposal includes a special one-time cash award of $2,000 to all represented employees on the Company’s payroll who are Interns, if the SPEEA membership ratifies the Company’s offer by August 21, 2026. This amount will be paid as soon as administratively feasible following ratification.

Dated: July 30, 2026

THE BOEING COMPANY	**SPEEA IFPTE LOCAL 2001**
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Robert Joga Vice President - Labor Relations	Rich Plunkett Director of Strategic Development