

At a Glance: How RSUs work

On Oct. 31, 2025, Boeing will grant you Restricted Stock Units with a grant date value of \$3,000. Those units will vest roughly in thirds over the course of three years, subject to your continued employment with Boeing through each annual vesting date.

For example, after one year of continuous employment following the grant date, 33% of the RSUs will vest and you will receive a Boeing share in exchange for each vested RSU. You will own these shares of Boeing stock outright. You can hang on to the shares of Boeing stock or sell them.

That same process repeats in 2027 and 2028.

FAQs

What is a Restricted Stock Unit (RSU)?

An RSU is a promise to deliver a share of Boeing stock after the vesting requirement is satisfied. RSUs give you the opportunity to own a piece of Boeing. In this case, the RSUs will vest in installments of 33%, 33%, and 34% of the total number of RSUs granted, on each of the first, second, and third anniversaries of the grant date, respectively, subject to your continued employment. Shortly after each vesting date, you will receive a share of Boeing stock for each RSU that vested, less any shares withheld to satisfy taxes and any other required withholdings.

When will I receive the RSUs and what do I need to do?

If the union votes to ratify Boeing's contract offer by **October 26, 2025**, each employee will receive RSUs with a grant date value of \$3,000 effective **Oct. 31, 2025**. The Notice of Terms for the RSUs will be delivered to employees for review and acceptance through Fidelity NetBenefits.

Will I be taxed on the value of the RSUs?

Generally, the *grant* of RSUs does not trigger income taxation. After receiving your RSUs, you must satisfy the vesting requirement before you can receive Boeing shares. Your RSUs will result in taxable income if and when they vest. (You may be eligible to vest in all or a portion of your RSUs if you leave Boeing before a vesting date, depending on the reason for your termination; see below for more information.)

Upon each vesting date, your vested RSUs will be distributed in the form of Boeing shares, minus a sufficient number of shares to satisfy taxes and any other required withholdings.

Please note that if you are retirement-eligible, FICA payroll taxes may become due on your RSUs before vesting. If applicable, this withholding will be applied to your RSUs (no impact to your take-home pay).

What happens if I leave Boeing before a vesting date?

That depends on the type of termination you experience. If you are laid off, whether involuntarily or voluntarily, or you retire after attaining at least age 55 with 10 years of service or upon meeting the requirements for retirement under a company-sponsored qualified defined benefit

pension plan, you will vest in a portion of your RSUs, calculated based on the number of days you were employed during the three-year vesting period, less any RSUs that have already vested.

If you terminate due to death, long-term disability, or retirement after attaining at least age 62 with one year of service, you will vest in all unvested installments of your RSU award.

Please note that your ability to vest in part or all of your RSUs upon retirement as described above is contingent upon you providing Boeing with sufficient advance notice of your retirement to support transition planning (typically, at least 6 months).

For all other terminations before a vesting date (including retirement without meeting the qualifications described above, other voluntary resignations, dismissal, or discharge), you will forfeit all unvested installments of your RSU award.

When can I sell my shares once my RSU award has vested?

Once your RSUs are vested and exchanged for shares of Boeing stock, you will own the shares outright and can keep or sell them, subject to your compliance with insider trading rules. If choosing to sell, all employees are encouraged to limit their trading to the preferred trading windows, as outlined in the Boeing Insider Trading Policy.

What happens to my RSUs if I go on a leave of absence?

Any leave periods during the three-year vesting period that collectively do not exceed 180 days will not impact vesting. However, for any leave days in excess of 180 days during the vesting period, your RSUs will be reduced on a prorated basis, unless such pro-rata is prohibited by applicable law.

What happens to my RSUs if I change jobs within Boeing (including moving outside this bargaining unit)?

Nothing. You will continue to vest in your RSUs as long as you are continuously employed by Boeing or an affiliate, regardless of role.

What happens to my RSUs if I leave Boeing and am then rehired later?

If your employment terminates during the three-year vesting period and you forfeit some or all of your unvested RSUs as a result, the forfeited RSUs will not be restored to you if you are later rehired.

How do these RSUs affect my other compensation?

Your RSUs are a one-time award that has no impact on other components of your compensation, such as base salary, annual incentive, layoff benefits, and retirement contributions. RSUs are not deferrable into retirement plans or any other kind of plan.