EMPLOYEE RETIREMENT INCOME PLAN – HOURLY EAST

Summary Plan Description
2020 Edition

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PLAN INFORMATION AND NOTICE

The Boeing Company maintains the Employee Retirement Income Plan – Hourly East (the Plan), which was established on May 30, 1949, to provide a source of retirement income for eligible retired employees. You are eligible for the Plan if you are (or were) part of one of the eligible groups identified in "Who Is Eligible" in Section 1, "Eligibility and Participation."

As of December 31, 2018, all benefit accruals under the Plan have ceased, except that Benefit Service will continue to accrue for purposes of determining Aggregate Benefit Service, which is relevant for determining eligibility for an unreduced Early Retirement with ERS or LISA or, if applicable, Early Retirement as a 50/30-Eligible Member. For some Members, benefit accruals and Benefit Service may have ceased to accrue (other than for purposes of determining Aggregate Benefit Service) on an earlier date. Please refer to the Appendix for more information.

The "Company," as used throughout this booklet, generally refers to The Boeing Company and its Adopting Affiliates and Subsidiaries. The "Boeing Controlled Group," as used throughout this booklet, generally refers to The Boeing Company and all of its Affiliates and Subsidiaries.

The Plan is funded by The Boeing Company.

SUMMARY PLAN DESCRIPTION AND PLAN DOCUMENT

This booklet provides a general description of your benefits under the Plan. The summary plan description (SPD) for the Plan comprises this booklet, including the applicable appendix (collectively, the "SPD 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 plan document is formally referred to as the Employee Retirement Income Plan – Hourly East, a copy of which may be obtained by writing the Committee (see Section 11, "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 advisers.

Appendices

Certain Plan provisions vary for each union group covered by the Plan. The Appendix to this SPD booklet provides information about the provisions that apply to your union group.

Updates

Periodically, the Company may add to or change benefits or features of this Plan. If there is a material change to the information in this SPD booklet that affects you, you will receive a summary of material modifications *(which may also be referred to as Updates)* describing the change. Be sure to keep any summaries of material modifications with this SPD booklet.

Notice of Company Rights

The Company reserves the right to change, modify, amend or terminate any benefits described in this SPD booklet or offered under the Plan (and any other terms or provisions described in this SPD booklet or the Plan), in whole or in part, at any time and for any reason for employees, former employees, retirees, alternate payees and Beneficiaries. 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 generally describes the benefits available to Members under the Plan who have not yet commenced receiving benefits as of January 1, 2019. If you started receiving retirement benefits before January 1, 2019, your benefits may be different from the benefits described in this booklet. You should refer to the version of the SPD in effect on your Termination Date *(and any applicable Updates)* to determine your benefits under the Plan.

DEFINITIONS OF TERMS

Key terms used throughout this SPD booklet are capitalized and defined in Section 12, “Definitions.”

ACCESSING YOUR RETIREMENT BENEFITS ONLINE OR BY PHONE*

The Retirement Benefits website is your source for 24/7 retirement benefit information, providing you the ability to review and manage your Boeing pension benefits. You will be able to access plan information, estimate your pension, initiate your pension benefit and more. The Boeing Retirement Service Center is also available to provide retirement benefits information by phone.

Former Boeing employees and all others: Effective June 3, 2019, online and telephone access to your retirement benefits changed.

If you have not previously registered for the Retirement Benefits website, please follow the instructions on the website to register as a first-time user and create your username and password.

You may also establish your telephone access password through the Retirement Benefits website by logging in and selecting Personal Information.

To access the Retirement Benefits website:

If you are a Boeing employee:
Log on to my.boeing.com. Select Worklife, then, within the green Quick Access box, select Retirement Benefits.

On the World Wide Web: Log on to https://boeing.service-now.com/worklife. Select Access Worklife Now from the Worklife From Home section, then within the green Quick Access box select Retirement Benefits.

Former Boeing employees and all others:
Log on to https://boeingbenefitsconnection.benefitcenter.com/opglobal using your Retirement Benefits username and password.

To contact the Boeing Retirement Service Center by phone*:

If you are a Boeing employee:
Call the Boeing Worklife Care Team at 1-866-473-2016. When prompted, enter your BEMSID and Worklife password. Request Savings or Pension to be connected with a representative.

If you need assistance with your BEMSID or Worklife password, please contact the Boeing Worklife Care Team at 1-866-473-2016 and follow the prompts.

Former Boeing employees and all others:
Call the Boeing Retirement Service Center at 1-833-787-2772. When prompted, enter your Boeing Retirement Service Center credentials. Request Savings or Pension to be connected with a representative.

Representatives are available Monday – Friday, except holidays, at the following times:

9 a.m. – 9 p.m., Eastern time

8 a.m. – 8 p.m., Central time

7 a.m. – 7 p.m., Mountain time

6 a.m. – 6 p.m., Pacific time

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

Important information about the Plan and your vested pension benefit may be mailed to you from time to time. It is your responsibility to notify the Boeing Retirement Service Center when your address changes for any reason, even if you are not yet receiving benefits.

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ELIGIBILITY AND PARTICIPATION 1

SECTION

WHO IS ELIGIBLE

In general, an employee became eligible to participate in the Plan after completion of a Year of Eligibility Service if he or she:

- Was paid through the Company payroll department; and
- Was a member of one of the following unions and was hired or rehired (as the terms "hired" and "rehired" are described below under "Who Is Not Eligible") before the relevant date listed below:
  - International Association of Machinists and Aerospace Workers
    Local No. 837 (before January 1, 2012)
  - International Brotherhood of Electrical Workers (IBEW)
    Local No. 1 (before January 1, 2013)
  - Oilers, Maintenance Men and Association Industries (IBT F&O)
    Local No. 6 (before January 1, 2013)
  - International Association of Fire Fighters (IAFF)
    Local I-66 (St. Louis) (before January 1, 2014)

If you were hired (or rehired) before the relevant date listed above, then became represented by one of the unions listed above after such date, you were eligible to become a participant upon your transfer into the union.

You may also have earned an accrued benefit under the Plan while you were a member of a union that no longer has a collective bargaining agreement with the Company (a "Defunct Union"), provided you were paid through the Company payroll department and completed a Year of Eligibility Service. The Appendices provide information about the Defunct Unions.

Certain hourly paid, nonrepresented employees not described above were also eligible to participate in the Plan at various points in time. Such individuals should refer to the version of the SPD in effect at the time of their commencement of employment to determine their eligibility for benefits under the Plan.

An employee who meets the requirements above is referred to as a "Member" for purposes of this SPD booklet.

WHO IS NOT ELIGIBLE

You were *not* eligible to participate in the Plan for any period when the following exclusions applied to you:

- You were hired, or rehired, on or after the relevant date listed above. "Hired" or "rehired" generally refers to your most recent date of hire or rehire, except as follows:
  - A return directly from a layoff from the Boeing Controlled Group within six years of the layoff date is not considered a rehire, unless you commenced your pension benefit during that period.
  - A return to the Boeing Controlled Group directly from an authorized period of absence without Termination of Employment is not considered a rehire. A period of employment with United Launch Alliance, LLC (ULA) and its subsidiary, United Launch Services, LLC (ULS) is considered an authorized period of absence for this purpose, if you transferred directly from the Boeing Controlled Group to ULA or ULS and back again.
  - A direct transfer within the Boeing Controlled Group is not considered a rehire.
- You were an employee represented by a collective bargaining agent and the terms of the collective bargaining agreement either did not provide for coverage under the Plan or specifically excluded you from Plan participation.
- You were or are employed by an entity that was acquired by the Company.
- You were working in a capacity that, in the sole discretion of the Plan Administrator, was considered as contract labor or independent contracting.
- You were accruing a benefit under any other qualified defined benefit or money purchase pension plan maintained by a member of the Boeing Controlled Group (or would have accrued a benefit but for a limitation on benefit accruals).
- You were an employee of an Affiliate or Subsidiary that had not adopted the Plan.

SERVICE

2 SECTION

OVERVIEW

How long you work for the Company, and in some cases, its Affiliates and Subsidiaries, is important in determining both your eligibility for retirement benefits and the amount of benefits you earned. This section explains how your service affects your retirement benefits.

VESTING SERVICE

Your years of Vesting Service are used to determine if you are entitled to a benefit and when you can start to receive benefits from the Plan.

You are vested in the value of your benefit:

- When you have completed five or more years of Vesting Service, or
- If you are employed by the Boeing Controlled Group when you attain Normal Retirement Age (see Section 4, "When You May Start Receiving Your Benefit").

Once vested, you are entitled to a pension benefit even if you leave the Boeing Controlled Group before you are retirement eligible.

Generally, you earn one year of Vesting Service for each Plan Year in which you have at least 1,000 Hours of Service. For Plan Years after 2001, you will receive a partial year of Vesting Service for Plan Years in which you complete fewer than 1,000 Hours of Service. Your partial year of Vesting Service will be determined by dividing your total Hours of Service earned during the Plan Year by 1,000. For example, if you earn 900 Hours of Service in a Plan Year, you will receive partial credit for the Plan Year of 0.9 (900 ÷ 1,000 = 0.9).

On November 26, 2001, the Plan changed how Vesting Service is calculated for all Members other than Members who were part-time Members represented by the International Union, Security, Police and Fire Professionals of America Local No. 250, for whom the pre-2001 method continues to apply.

Prior to November 26, 2001, you earned Vesting Service as follows:

- One Hour of Service for each hour for which you were paid (directly or indirectly), including straight time and overtime hours, vacation, holidays, sick leave and other paid time off.
- 1.23 Hours of Service for each hour you were regularly scheduled to work if you were scheduled to receive eight hours of pay for fewer than eight hours of work (the third shift equivalent).

You also earned one additional year of Vesting Service if you were a Member (or on an approved leave of absence) on November 26, 2001, the beginning of the short Plan year, which ended on December 31, 2001. Any period of service will be counted only once when calculating your years of Vesting Service.

The Plan included the following periods as Vesting Service prior to November 26, 2001:

- All Benefit Service you earned under this Plan.
- Your service with an employing company while not in a Covered Group.
- Authorized leave of absence for service in a government position if you were reemployed with an employing company within 31 days after you terminated government service.
- Any leave of absence approved by your employing company.
- Vesting Service recognized under any other pension plan sponsored by the Boeing Controlled Group. Any leave of absence for service in the U.S. uniformed services.

On and after November 26, 2001, you are credited with 45 Hours of Service for every week for which you are paid, including periods during which you are on an authorized paid leave of absence. Vesting Service is also awarded for certain absences from work, even if not paid, as described in "Authorized Periods of Absence" below.

All of your service with the Company or a member of the Boeing Controlled Group will be considered in determining your years of Vesting Service. Service with the joint venture ULA and its subsidiary ULS (while they remain joint ventures of The Boeing Company) is considered service with the Boeing Controlled Group, but only if you directly transfer to ULA.
You cannot earn more than one year of Vesting Service for any Plan Year, no matter how many hours you work or are scheduled to work.

Additional vesting rules also may apply as described in the Appendix.

BENEFIT SERVICE

Benefit Service is part of the formula used to calculate the amount of your pension benefit under the Plan, and is part of your Aggregate Benefit Service, which is used to determine your eligibility for certain Early Retirement benefits. For all Members, Benefit Service has stopped for purposes of determining the amount of your benefit, but not for purposes of determining your Aggregate Benefit Service, which is relevant to your eligibility for Early Retirement benefits and/or "Early Retirement Supplements."

If you were a Member employed in a union position on the date such union became defunct, your Benefit Service stopped accruing as of such date or on such earlier date as is described in the Appendix. For all other Members, please refer to the Appendix for information about when your Benefit Service stopped accruing for purposes of calculating the amount of your Plan benefit.

Generally, you earn Benefit Service for each week (if applicable, until the date Benefit Service ceases to accrue as described in the Appendix) while a Member of a Covered Group and earning base hourly wages during such week. Benefit Service is generally measured in full weeks (based on a 52-week period beginning on the first day of the Plan Year) regardless of your actual work schedule. For example, if you were part of a covered union and were in active employment for 6 years and 13 weeks, you would earn 6.25 years of Benefit Service under the Plan. In addition, Benefit Service may include periods you were on a sick leave, vacation or an authorized period of absence, even if not paid, as described in "Authorized Periods of Absence" below. Any period of employment while not in a Covered Group does not count as Benefit Service.

This description of how your years of Benefit Service are calculated generally applies only for periods after 2001. For 2001 and earlier, different rules applied. For more information about how Benefit Service was calculated before 2002, call the Boeing Retirement Service Center.

You cannot earn more than one year of Benefit Service for any Plan Year, no matter how many hours you work or are scheduled to work.

Service for which you receive credit under any pension plan maintained by ULA or ULS shall not be counted as Benefit Service under this Plan.

AUTHORIZED PERIODS OF ABSENCE

If you are on a leave of absence, your Vesting Service and Benefit Service may continue for a period of time, as shown in the table below.

Type of Absence Leave	Effect on Vesting Service	Effect on Benefit Service
Work-related medical[a]	Continues for duration of leave	Continues for up to 5 weeks[a]
Other leaves of absence, such as educational (employee initiated), family, personal or public service[b]	Continues for duration of leave	Continues for up to 5 weeks[a]
Employment stability	Continues for duration of leave	Continues for up to 13 weeks
Disciplinary	Continues for duration of leave	Benefit Service stops
Union business[c]	Continues for duration of leave	Continues for duration of leave
Subsidiary	Continues for duration of leave	Benefit Service stops
Uniformed services leave[d]	See “Uniformed Service” on page 6.	

[a] If you have multiple consecutive or nonconsecutive leaves of absence within a given year, Benefit Service is limited to a five-week maximum for all service that has been earned since the effective date of the initial leave status.

[b] You will earn service for a leave of absence for government service if you return to work with an employing company within 31 days of terminating government service.

[c] To qualify for this leave of absence, union business must be related to employees in a Covered Group for specified union duties.

[d] If you entered uniformed service as a result of terrorist attacks on September 11, 2001, you will be credited with up to 180 days of Benefit Service regardless of whether you are hired by an employing company on your return.

AGGREGATE BENEFIT SERVICE

As mentioned above, your Aggregate Benefit Service is used to determine your eligibility for certain Early Retirement benefits. Aggregate Benefit Service is the sum of:

- Your Benefit Service under this Plan;
- Your Benefit Service under The Pension Value Plan for Employees of The Boeing Company (the PVP), the Employee Retirement Income Plan of MDC-Salaried Plan (prior to its merger into the PVP), The Employee Retirement Income Plan – Hourly West, the Employee Retirement Income Plan of MDC-ISG Plan, the United Launch Alliance Pension Plan for Salaried Employees (for accruals earned while ULA is a joint venture of Boeing), the United Launch Alliance Pension Plan for IAM Local No. 725 and IUOE Local No. 501W (for accruals earned while ULA is a joint venture of Boeing);
- Your service under the Employee Retirement Income Plan of MDC-Defined Contribution Plan and the Employee Retirement Income Plan of MDC – Hourly Defined Contribution Plan; and
- Your contributory service under the McDonnell Douglas Helicopter Company Retirement Plan for Salaried Employees (prior to its merger into the Employee Retirement Income Plan of MDC-Salaried Plan) and the Contributory Service under the McDonnell Douglas Helicopter Company Retirement Plan for Hourly Employees.

FORFEITURE OF SERVICE

If you are not vested when you Terminate Employment, your service will be canceled, and you will lose all rights to retirement benefits under the Plan.

If you are reemployed by the Boeing Controlled Group within five years of your Termination of Employment, then your prior Vesting Service and Benefit Service may be restored if you complete a year of Vesting Service after your reemployment date.

If you were vested upon your Termination of Employment and are later rehired, then the service you earned prior to your termination will continue to count upon your rehire, except that if you received your entire vested Plan benefit as a lump sum, then upon your return to employment, your Benefit Service related to your lump-sum payment will not be reinstated.

UNIFORMED SERVICE

If you take an approved leave for uniformed services (including the U.S. 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), the time you spend in the U.S. uniformed services will be used to calculate Vesting Service and Benefit Service under the Plan, in accordance with applicable law. You must meet the requirements of USERRA, including notice to the Company, and return to employment within the prescribed time periods for service to be credited. For more information about how uniformed service leaves affect your Plan benefit, call the Boeing Retirement Service Center.

BENEFITS

3 SECTION

OVERVIEW

The amount of your Plan benefit will depend on all of the following:

- Your years of Benefit Service,
- Your monthly benefit rate,
- The date your retirement benefits begin and the form in which they are paid, and
- Whether you Terminate Employment before retirement age.

The benefit determined under the Plan's formula is an amount payable at your Normal Retirement Date in the form of a single life annuity. This benefit amount may be reduced if you start your benefits early (because benefits will be paid over a longer period of time) or if you choose a payment option other than a single life annuity (to take into account that payments may be made after your death). Please refer to Section 4, "When You May Start Receiving Your Benefit" and Section 6, "Benefit Payment Options," for more information.

BENEFIT FORMULA

Your Normal Retirement benefit is a fixed monthly benefit amount determined by multiplying your monthly benefit rate applicable to your Covered Group and your number of years of Benefit Service. Please refer to the applicable Appendix for details about your monthly benefit rate and for information about when your Benefit Service stopped accruing. If you were a Member employed by a union when such union became defunct, you stopped accruing Benefit Service at such time.

If you have Benefit Service with two different unions after 2008, your benefit will be calculated separately for each period of service and added together. For example, if you have 10 years of Benefit Service at a rate of $70 per year and three years of Benefit Service at a rate of $80 per year, your basic benefit will be $940 [(10 x $70 = $700) + (3 x $80 = $240)].

Benefit Formula Example

Assume you were born on December 1, 1955. You start your benefit at age 65 on December 1, 2020. You have 28 years of Benefit Service and your monthly benefit rate is $85. You choose a single life annuity as the payment option. Your pension benefit would be calculated as follows:

Years of Benefit Service		28
Applicable Monthly Benefit Rate*	x	$85*
Monthly Benefit	=	$2,380

*The monthly benefit rate will vary according to individual collective bargaining agreements. See the Appendix for information about the monthly benefit rate applicable to you.

WHEN YOU MAY START RECEIVING YOUR BENEFIT

4 SECTION

OVERVIEW

Upon Termination of Employment, you may be eligible to start receiving your vested benefit as described in this section.

You must contact the Boeing Retirement Service Center to start your benefit. Your benefit will commence only after the Boeing Retirement Service Center receives your completed pension forms and documentation. If your pension forms and documentation are not received before your Benefit Commencement Date, there could be an impact to your benefits.

NORMAL RETIREMENT – AGE 65

Generally, you must start receiving your benefit on your Normal Retirement Date unless you are still working for the Boeing Controlled Group. You may be able to start receiving your benefit before or after your Normal Retirement Date, depending on your age, amount of service and when you leave the Boeing Controlled Group. These provisions are described in the following sections.

EARLY RETIREMENT – AGES 50 TO 65

There are two ways you can qualify for Early Retirement if you Terminate Employment before age 65, as described in this section. Please refer to the Appendix to determine if additional Early Retirement benefits are available.

Age 55 with 10 Years of Vesting Service

You may start receiving your Early Retirement benefits before age 65 if you are age 55 or older with 10 or more years of Vesting Service when you Terminate Employment.

If you commence Early Retirement benefits before age 62, your benefit is reduced to take into account the longer period of time over which payments will be made to you. The following table shows the percentages that will be used to determine the amount of your reduced payment, unless you qualify for an Early Retirement Supplement (ERS) or Level Income Special Allowance (LISA), as described in the next section.

Early Retirement Adjustment Factors	
Age at Retirement*	**Percentage of Earned Benefit Payable***
62 or older	100
61	97
60	94
59	90
58	86
57	82
56	78
55	74

Example
Assume you were born on December 1, 1965. You start your benefit at age 55 on December 1, 2020. You have 28 years of Benefit Service and your monthly benefit rate is $85. You choose a single life annuity as the payment option. Your monthly Early Retirement benefit would be calculated as follows:

Basic Monthly Benefit**		$85
Years of Benefit Service	x	28
Early Retirement Adj. Factor	x	0.74
Monthly Benefit	=	$1,761.20†

* The percentages shown here are based on whole ages. The actual reduction percentage is based on your age in years and completed months. For example, an employee who is 58 and six months will have an 88 percent earned benefit payable.

** The monthly benefit amount will vary according to the collective bargaining agreement applicable to you.

† This amount will be reduced if you choose a payment option other than single life annuity, to take into account that payments may be made after your death.

Age 50 with 30 Years of Aggregate Benefit Service

You may start receiving unreduced Early Retirement benefits if you Terminate Employment:

- On or after age 50, and
- With at least 30 Years of Aggregate Benefit Service.

An individual who meets these requirements is referred to as a "50/30-Eligible Member."

Commencement of Early Retirement Benefits

In order to be eligible for an Early Retirement benefit, you must commence benefits by the first day of the month following the date of your Termination of Employment, unless you were laid off, as described under "Retirement From Layoff Status" below.

If you do not commence Early Retirement benefits when you are required to do so, then you will become a Deferred Vested Member eligible only for a deferred vested benefit. See Section 5, "If You Leave Before Retirement Eligibility," for a description of the deferred vested reduced retirement factors.

EARLY RETIREMENT SUPPLEMENTS

The Plan provides two types of Early Retirement supplements (ERS) for Members who meet certain eligibility conditions as described below. You will only receive one supplement, even if you are eligible for more than one.

The two types of ERS are:

- The level income special allowance (LISA).
- The 30-year service ERS.

Once you begin receiving your ERS, you cannot switch supplements.

Early Retirement supplements are not available to you if you are receiving a Disability Retirement benefit, have elected an Early Retirement pending Disability Retirement or if you elect the accelerated income benefit payment option described in Section 6, "Benefit Payment Options."

Level Income Special Allowance (LISA)

The LISA supplement will apply if you qualify for Early Retirement and you:

- Have at least 20 years, but fewer than 30 years, of Aggregate Benefit Service,
- At the time of your Termination of Employment, were a Member of a Covered Group and begin receiving your retirement benefits on the first day of the month following the date you Terminate Employment, and
- Are at least age 60, but younger than age 62, when you begin receiving benefit payments.

The supplement is $550 and is paid with each of your monthly benefit payments. The LISA supplement will be paid from the date of retirement to the earliest of:

- The date you reach age 62;
- The date you become eligible for Social Security old age benefits;
- The date of your death; or
- The date you become reemployed with the Boeing Controlled Group.

Once you are no longer eligible to receive LISA payments, the Plan will pay only the Early Retirement benefit you have earned in the form you selected when you retired.

30-Year Service Early Retirement Supplement (ERS)

The 30-year service ERS will apply if you qualify for Early Retirement and you:

- Have at least 30 years of Aggregate Benefit Service,
- At the time of your Termination of Employment, were a Member represented of a Covered Group and begin receiving your retirement benefits on the first day of the month following the date you Terminate Employment, and
- Are at least age 50 (if a 50/30-Eligible Member) or at least age 55, but younger than age 62, when you begin receiving benefit payments.

The supplement is $550 and is paid with each of your monthly benefit payments.

The ERS will be paid from the date of retirement to the earliest of:

- The date you reach age 62;
- The date you become eligible for Social Security old age benefits;
- The date of your death; or
- The date you become reemployed with the Boeing Controlled Group.

Once you are no longer eligible to receive ERS payments, the Plan will pay only the Early Retirement benefit you have earned in the form you selected when you retired.

In addition, if you qualify for and elect the ERS, then your Early Retirement benefit is not reduced.

LATE RETIREMENT – AFTER AGE 65

The Plan provides for a Late Retirement benefit if you continue to work after age 65. A Late Retirement benefit generally is calculated in the same way as a Normal Retirement benefit, but you will not begin to receive any benefit payments until your Termination of Employment or when you reach your age 70½ distribution date described below.

If you work for the Boeing Controlled Group after age 65, then you will experience what the U.S. Department of Labor considers a "suspension of benefits." This means that during the period you work between age 65 and your age 70½ distribution date (described below), you will not receive retirement benefits even though you would otherwise be eligible to terminate and start receiving your benefits. If you work past age 65, your benefits will not begin before your age 70½ distribution date unless you Terminate Employment or work fewer than 40 hours per month.

AGE 70½ DISTRIBUTION DATE

Benefits under the Plan must begin by April 1 following the calendar year in which you reach age 70½, even if you are still working for the Boeing Controlled Group. Your benefits under the Plan automatically will start at that time. This is your age 70½ distribution date. The Plan Administrator will notify you before you become eligible for an age 70½ distribution. Your pension benefit will be payable in the form of a single life annuity. If you are single, or if you are married and your Spouse consents, you may elect a life annuity with a 10-year certain option within the time period specified in the notice. When you actually Terminate Employment, you may elect to receive the remainder of your pension benefit payable in any form of payment available under the Plan, assuming you did not elect a life annuity with a 10-year certain option.

If you die while actively employed by the Boeing Controlled Group after starting benefits on your age 70½ distribution date and you did not elect the life annuity with a 10-year certain option, then your Spouse (if you are married) automatically will receive a monthly benefit equal to a 100 percent surviving Spouse annuity option, calculated as if your employment ended on the last day of the month in which you died. However, if you elected the life annuity with a 10-year certain option when you attained age 70½, your Beneficiary will receive adjusted monthly pension payments beginning on the first of the month following your date of death and ending at the end of the 10-year period.

If you have any questions, contact the Boeing Retirement Service Center.

RETIREMENT FROM LAYOFF STATUS

If you are laid off from the Boeing Controlled Group (or ULA or ULS, for so long as they remain joint ventures of The Boeing Company) as a result of a reduction in work force, and if you are eligible for Early Retirement at the time your layoff begins, you may elect early retirement with ERS (if you had met the eligibility requirements for that supplement at the time of your layoff) at any time during the five-year period following your layoff.

You may elect early retirement with LISA if:

- You are eligible for early retirement at the time of your layoff;
- You have completed at least 20 years of Aggregate Benefit Service at the time of your layoff; and
- You elect early retirement between the ages of 60 and 62, and you do so within five years of your layoff date.

Additional provisions regarding retirement from layoff status may be described in the Appendix. If you have any further questions, contact the Boeing Retirement Service Center.

DISABILITY RETIREMENT

You may qualify for Disability Retirement benefits if you become totally and permanently disabled while an active employee of the Company or while on an approved leave of absence. You may be eligible to receive Disability Retirement benefits if you meet all of the following conditions:

- You become totally and permanently disabled (as determined by the Social Security Administration) while an employee of the Company or any member of the Boeing Controlled Group (or ULA or ULS, for so long as they are joint ventures of The Boeing Company).
- You were absent from work due to disability for at least six consecutive months (a return to active employment for fewer than 10 regularly scheduled workdays generally will not interrupt this period).
- You have earned 10 or more years of Vesting Service in the Plan.
- You have not yet attained age 65.
- You provide a Social Security disability determination as proof of your disability.
- You apply for Disability Retirement by submitting a Disability Retirement application to the Boeing Retirement Service Center within 365 days after you have Terminated Employment. You may apply for disability benefits more than 365 days following the date your Termination of Employment ended only if your disability is due to a mental incapacity that the doctor who performed the medical examination which established such permanent and total disability certifies that you were prevented from applying within the 365-day application period due to such mental incapacity (this will require additional specific documentation from your doctor).

If you have your Social Security determination of disability at the time you file your Disability Retirement application, you must include a copy of the determination with your Disability Retirement application.

Your Disability Retirement benefits become payable to you as of the first day of the month after meeting all disability criteria described above, including your timely application for benefits. In no event, however, will payments be made unless you have Terminated Employment.

You should contact the Boeing Retirement Service Center to ask about Disability Retirement benefits under the Plan at the same time you apply to the Social Security Administration for disability benefits.

If you are Early Retirement eligible when you Terminate Employment and you meet all of the requirements above, other than receipt of your Social Security disability determination, you may apply for and commence Early Retirement benefits, pending a Disability Retirement. When you receive a disability determination from the Social Security Administration and you meet the requirements above, your Early Retirement benefit will be converted to a Disability Retirement benefit, retroactive to the date you first met all disability eligibility criteria. The Plan will pay you the difference between the Disability Retirement benefit amount (as explained below) and your Early Retirement benefit amount for that retroactive period.

Amount of Disability Retirement Benefit

The amount of your monthly benefit is an unreduced benefit as described in Section 3, "Benefits." Your benefit will be adjusted, however, if it is paid in one of the surviving Spouse annuity forms of payment.

Method of Payment

If you are not married on your Benefit Commencement Date, your disability benefit will be paid as a single life annuity. If you are married on your Benefit Commencement Date, your disability benefit will be paid as a 100 percent surviving Spouse annuity, unless you formally elect to receive a single life annuity or the 50 percent surviving Spouse annuity, and your Spouse consents to your election. (You may not receive your Disability Retirement benefit under the life and 10-year period certain option or the accelerated income option.) See Section 6, "Benefit Payment Options," for information about these methods of payment.

Proof of Continued Disability

You may be required by the Plan Administrator to provide proof that you are continuing to receive Social Security disability income benefits as a condition for receiving continued disability benefits under the Plan. The Plan Administrator may require you to sign an authorization permitting the Plan Administrator to obtain verification directly from the Social Security Administration of continued receipt of Social Security disability benefits or the Plan Administrator may require you to submit proof of continued receipt of Social Security disability benefits. You must also notify the Plan Administrator when Social Security disability income benefits cease. If you do not provide proof of disability, then your disability benefit payments under the Plan will be discontinued.

When Disability Retirement Benefits End

Disability Retirement benefits will end when you cease to be disabled, when you attain age 65, when you obtain another job (except for rehabilitation purposes), or if you fail to provide proof of continued disability, as described above. If Disability Retirement benefits end before age 65, then you will be eligible to elect a retirement benefit as otherwise described in this SPD booklet; however, if you were eligible for Early Retirement at the time of your Termination of Employment and would like to commence Early Retirement benefits, you must file an application for such benefits within 60 days after receiving notice that your Disability Retirement Benefits are ending. See Section 6, "Requesting Plan Benefit Payments," for additional information.

DEFERRING BENEFIT PAYMENTS

If you Terminate Employment after you are eligible for Early Retirement, you may defer receiving your benefit payments until age 65. Please note, if you decide to defer receiving your Early Retirement benefit payment, your Early Retirement benefit may be reduced in accordance with Section 5, "If You Leave Before Retirement Eligibility." Generally, an unreduced benefit is payable at age 62.

You should carefully consider the consequences of whether to start your benefits now versus at a later date. In deciding whether to defer your benefits, you should consider factors such as the following:

- Whether reductions in the monthly benefit apply for starting your benefit before age 65, and whether the reductions are smaller if you start your benefits immediately after Termination of Employment (such as at Early Retirement) versus at a later date (such as Deferred Vested Retirement),
- Taxes that you might owe on your benefits,
- Survivor options and the ability to designate a Beneficiary, and
- Anticipated life expectancy.

For example, if you start your benefit now, you will likely start paying income taxes on your benefits now. If you defer your benefit, you will delay paying income taxes; **however, you will lose the value of an Early Retirement Subsidy if you are eligible for Early Retirement.**

You should also consider how benefits will be paid if you die before starting your pension payments. For example, preretirement death benefits may be payable to a surviving Spouse in annuity form. More information about how benefits will be paid after your death is available in Section 6, "Benefit Payment Options," which describes your benefit payment options, and Section 7, "Death," which describes certain death benefits available under the Plan.

IF YOU LEAVE BEFORE RETIREMENT ELIGIBILITY

SECTION 5

If you are vested under the Plan when you Terminate Employment, but are not yet eligible to begin receiving retirement benefits, or if you are eligible for Early Retirement, but do not immediately commence Plan benefits the first of the month after your Termination of Employment, you are considered a Deferred Vested Member.

You will be eligible to elect to receive a benefit on the first day of any month on or after you reach age 55. If you would have otherwise met the requirements to be a 50/30-Eligible Member except that you Terminated Employment before age 50, then you may commence benefits as early as age 50.

You may elect a benefit payment method from those explained in Section 6, "Benefit Payments." The Boeing Retirement Service Center must receive your completed benefit commencement election form before your intended Benefit Commencement Date.

You may defer receiving benefits until age 65. If you choose to receive a payment before age 65, your monthly benefit will be reduced as follows.

Deferred Vested Reduction Factors	
Age at Benefit Commencement Date*	**Percentage of Earned Benefit Payable***
64	91.4
63	83.8
62	77.05
61	71.04
60	65.66
59	60.83
58	56.48
57	52.55
56	48.98
55	45.73

Example

Assume you were born on December 1, 1965. You start your benefit at age 55 on December 1, 2020. You have 15 years of Benefit Service, and your monthly benefit rate is $85. You choose a single life annuity as the payment option. Your monthly commencement adjusted benefit would be calculated as follows:

Monthly Benefit**		$85
Years of Benefit Service	x	15
Early Commencement Reduction Factor	x	0.4573
Monthly Benefit	=	$583.06†

* The percentages shown here are based on whole ages. The actual reduction percentage is based on your age in years and completed months. For example, an employee who is age 58 and six months will have a 58.65 percent earned benefit payable. If you start your benefit prior to age 55, further reductions apply.

** The monthly benefit amount will vary according to the collective bargaining agreement applicable to you.

† This amount will be reduced if you choose a payment option other than single life annuity, to take into account that payments may be made after your death.

Members receiving a deferrred vested benefit do not qualify for the $2,000 death benefit described in Section 7, "Death."

BENEFIT PAYMENTS 6 SECTION

BENEFIT PAYMENT OPTIONS

This section describes the payment options available under the Plan, including for Members who Terminated Employment before January 1, 2019, and have not yet commenced their benefit under the Plan.

When you start your Normal, Early, Late, or Disability Retirement benefits, your payment options are as follows:

- A single life annuity option
- A 100 percent or 50 percent surviving Spouse annuity option, if you are married
- A life annuity with a 10-year certain option (not available for Disability Retirement or Early Retirement pending Disability Retirement)
- Accelerated income option (not available for Disability Retirement or Early Retirement pending Disability Retirement)
- Five-year period certain option, if eligible

If you are married and choose to elect any payment option other than the 100 percent surviving Spouse annuity option, you must have your Spouse's written and notarized consent on your benefit commencement election form.

If you are a former participant in the Employee Savings Plan of McDonnell Douglas Company—Hourly East Plan ("Savings Plan") whose benefit merged into this Plan on November 18, 1996, the forms of payment you may select for your Fund E savings benefit may be different than as described in this section. See Section 14**, "Payment of Your Fund E Savings Benefit," for more details.**

Generally, after your Benefit Commencement Date, you may not change your payment option, regardless of changes in your personal circumstances or marital status. However, if you elect a surviving Spouse annuity option, you may be allowed to change your benefit election if your Spouse dies before you, as described in this section. In addition, if you elect a single life annuity and get married, or if you elect a surviving Spouse annuity option and you get remarried after your Spouse's death, you may be allowed to change your benefit election as described in "Post Retirement Joint and Survivor Option" below.

Single Life Annuity Option

Under this payment option, you will receive a monthly benefit payment that will continue for the rest of your lifetime. No benefit payments will be made after your death. If you are married and want to elect this option, you must have your Spouse's written and notarized consent on your benefit commencement election form.

100% Surviving Spouse Annuity Option

Under this payment option, you will receive a reduced monthly benefit payment for your lifetime. If you die before your Spouse dies, then your Spouse, at the commencement of benefits, regardless of any changes in your marital status after commencement, will receive 100 percent of your monthly benefit for their life.

Because the Plan is paying a benefit over the lifetimes of two people, the initial monthly benefit amount is smaller than it would be if it were paid as a single life annuity. The reduced benefit is the Actuarial Equivalent of the single life annuity.

If your Spouse dies before you, your benefit will revert to the higher single life annuity for the rest of your life. You must submit a copy of your Spouse's death certificate for the payment adjustment to be made. The change will become effective on the first day of the month following your Spouse's death.

50% Surviving Spouse Annuity Option

Under this payment option, you receive a reduced monthly benefit payment for your lifetime. If you die before your Spouse dies, then your Spouse, at the commencement of benefits, regardless of any changes in your marital status after commencement, will receive 50 percent of your monthly benefit for their life.

If your Spouse dies before you, your benefit will revert to the higher single life annuity for the rest of your life. You must submit a copy of your spouse's death certificate for the payment adjustment to be made. The change will become effective on the first day of the month following your Spouse's death.

Because the Plan is paying a benefit over the lifetimes of two people, the initial monthly benefit amount is smaller than it would be if it were paid as a single life annuity. The reduced benefit is the Actuarial Equivalent of the single life annuity.

If you want to elect this option, you must have your Spouse's written and notarized consent on your benefit commencement election form.

Post Retirement Joint and Survivor Option

If you marry (or in some cases, remarry), then you may be able to change your payment method to a 100 percent surviving Spouse annuity option with your new Spouse as Beneficiary. You may make this election only if you originally elected a single life annuity, or if you had elected a 100 percent or 50 percent surviving Spouse annuity option, and have provided proof to the Plan Administrator that your prior spouse has died. You must file your request within two years following the date of your marriage (or remarriage). If your election is made:

- In the first year following your marriage (or remarriage), the election will be effective as of the first day of the month following the first anniversary date of your marriage (or remarriage).
- In the second year following the date of your marriage (or remarriage), the election will be effective as of the first day of the second month following your election.

No election may be made after the second anniversary of your marriage (or remarriage). If you elect the post retirement 100 percent surviving Spouse annuity, your benefit will be reduced as described in the "100% Surviving Spouse Annuity Option" above.

For example, if you get married on June 15, 2025, and you elect a post retirement surviving Spouse annuity option on July 1, 2025, your election will take effect on July 1, 2026 (the first of the month following your first anniversary). If you wait to elect this option until October 1, 2026, your election will be effective on December 1, 2026 (the first date of the second month following your election).

If you die before your election takes effect, your Spouse will not be eligible for the post retirement surviving Spouse annuity option.

Life Annuity With a 10-Year Certain Option

The life annuity with a 10-year certain option pays you a reduced monthly pension for your life. Your benefit amount is reduced because this option may provide for payments to be made after your death. The amount of the benefit reduction will depend on your age when benefits begin.

If you die within 10 years after your Benefit Commencement Date, your Beneficiary will receive the same monthly benefit amount for the remainder of the 10 years. For example, if you elect this option and die eight years after your Benefit Commencement Date, your Beneficiary will receive the same monthly benefit amount for the remaining two years of the 10-year guarantee period. Your Beneficiary's payment will stop at the end of the 10-year guarantee period. If you die 10 or more years after your Benefit Commencement Date, then no further benefits will be payable to anyone because you lived longer than the 10-year guarantee period. If your Beneficiary dies during the 10-year guarantee period, you may name a new Beneficiary.

You may not choose this option if you start your benefit due to Disability Retirement or Early Retirement pending Disability Retirement. You may not choose this option if you are a Deferred Vested Member whose Termination of Employment was prior to November 26, 2001.

Your Beneficiary can be any person or persons that you properly designate. If you do not designate a Beneficiary under the Plan, then the deemed designation rules of the Plan will apply. The Plan recognizes Beneficiary designations 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 a divorce decree, prenuptial agreement, will or trust).

If you are married and want to elect this option, you must have your Spouse's written and notarized consent on your benefit commencement election form.

Accelerated Income Option

If you decide to start your benefit before age 62 and one month, you may choose the accelerated income option. The accelerated income option allows you to collect a larger than normal portion of your pension benefit up to age 62 and two months and a smaller benefit afterward to help you maintain consistent income when coordinating this Plan's pension payment with your early Social Security benefits. You may elect this option along with a single life annuity, the surviving Spouse option (any percentage) or the life annuity with a 10-year certain option. If you are married and want to elect this option, you must have your Spouse's written and notarized consent on your benefit commencement election form.

Your single life annuity is reduced to pay for this option. For most employees who elect this option, the temporary annuity is $700 per month and is offered until age 62 and two months. If your benefit is not large enough to pay for the $700 temporary annuity, you will receive a smaller temporary annuity and your pension benefit will cease after age 62 and two months.

If you are married, elect a surviving Spouse option, and die before reaching age 62 and two months, a portion of the temporary annuity will be paid to your Spouse until the date you would have reached age 62 and two months. Your Spouse will receive the same percentage that applies to the surviving Spouse option you elected.

When you reach age 62 and two months (or would have reached age 62 and two months), the temporary annuity ends and your benefit is reduced. This reduced benefit is payable for your life. If you are married, elect a survivor option, and die before your Spouse, benefits will continue to your Spouse.

If you elect the accelerated income option and the life annuity with a 10-year certain option and you die before age 62 and two months, your Beneficiary will continue to receive the temporary annuity until the earlier of when you would have been age 62 and two months or the end of the 10-year period. If the 10-year certain period extends past the date you would have reached age 62 and two months, your Beneficiary will receive the reduced amount for the balance of the 10 years. No benefits shall be paid after the end of the guaranteed period.

You may not choose this option if you start your benefit due to Disability Retirement (or Early Retirement pending Disability Retirement) or Early Retirement with LISA or ERS.

Five-Year Period Certain Option

You may choose the five-year certain option only if you Terminated Employment prior to June 14, 2010, and your Benefit Commencement Date occurs on or after December 1, 2019. Under this payment option, a total of 60 monthly payments (five years) will be paid. If you should die before 60 payments have been made, your Beneficiary will receive the remaining monthly payments. If you live longer than five years, payments will stop at the end of the five years. If you are married and want to elect this option, you must have your Spouse's written and notarized consent on your benefit commencement election form.

IF YOU DO NOT CHOOSE A PAYMENT METHOD

If you do not specify a payment method on the commencement election form before you start your pension, and:

- You are unmarried, you automatically will receive a single life annuity.
- You are married, you automatically will receive benefits according to the 100 percent surviving Spouse annuity option.

REEMPLOYMENT AFTER RETIREMENT

If you return to work for the Company or a member of the Boeing Controlled Group after commencing pension payments, your monthly pension benefit will be discontinued during any month in which you complete 40 or more Hours of Service, except as described in the Appendix applicable to you.

If your benefit is suspended, you will be eligible to resume monthly benefit payments upon your subsequent Termination of Employment.

PAYMENT OF SMALL BENEFITS

If the Actuarial Equivalent value of your total benefit under the Plan is $5,000 or less following your Termination of Employment, then you will receive your total benefit in the form of an automatic lump-sum payment. The Retirement Service Center will notify you if the Actuarial Equivalent value of your benefit under the Plan is $5,000 or less at any time after your Termination of Employment in accordance with applicable Plan procedures. See below for details on the ability to rollover a lump-sum distribution.

ELIGIBLE ROLLOVER DISTRIBUTIONS

You (or your surviving Spouse or former Spouse entitled to benefits pursuant to a qualified domestic relations order (QDRO), if applicable) may roll over certain eligible distributions (lump-sum payments or five-year period certain payments) from the Plan to another employer's eligible retirement plan (including 401(a) or 403(a) plans, certain governmental 457(b) plans, or 403(b) annuity contracts) or to an individual retirement arrangement (IRA), including a Roth IRA, if the plan or IRA accepts rollover amounts. A non-Spouse Beneficiary receiving death benefits under the five-year period certain option may also elect a rollover, but only directly to an IRA. You may also be eligible to rollover the eligible distribution to the Boeing Company Voluntary Investment Plan (VIP) if you maintain a VIP balance after your termination. There is no guarantee that the tax treatment of benefits will not be altered by future changes in tax laws or regulations. State tax rules also may apply. Only a qualified tax adviser can help you with how current or future tax laws, regulations or rules may affect your specific situation.

REQUESTING PLAN BENEFIT PAYMENTS

It is your responsibility to request retirement benefits when you want to begin receiving your benefit under the Plan. The Company provides you with two convenient ways to request your retirement benefits: you can either use an online process (called Retire Online) or you can call the Boeing Retirement Service Center.

Step 1: Select your desired Benefit Commencement Date and initiate the process by either:

- Completing the Retire Online process under My Retirement Income through Retirement Benefits, or
- Calling the Boeing Retirement Service Center to request a pension benefit commencement packet.

Either process may be initiated as early as 90 days before your Benefit Commencement Date, but no later than the 20th of the month before the date you want to start receiving your benefit. For example, if you have selected a June 1 Benefit Commencement Date, then you may complete the Retire Online process or request a benefit commencement packet from the Boeing Service Center as early as March 1, but no later than May 20.

Step 2: Review and elect your pension payment option:

- If you use the Retire Online process, you can complete your pension payment election, including tax withholding and payment method, online. After completing the Retire Online process, the Boeing Retirement Service Center will mail a supplemental packet to your address on record with The Boeing Company.
- If you call the Boeing Retirement Service Center, a representative will mail your pension benefit commencement packet to your address on record. The packet will contain the required forms necessary to start your pension benefit, including your pension benefit payment election, tax withholding and payment method.

Depending on the pension payment option you choose and your marital status, notarized spousal consent may be required. Additional documentation, such as proof of age and proof of marriage, may also be required.

Step 3: Return your supplemental documentation (as requested by Retire Online) or your completed pension benefit commencement packet (if you called the Boeing Retirement Service Center). The Boeing Retirement Service Center must receive your completed benefit commencement election form before your intended Benefit Commencement Date.

If you change your mind after completing the Retire Online process or submitting your completed pension benefit election forms, you must notify the Boeing Retirement Service Center in writing of your decision to delay receiving your pension benefit. The written notification must be received before your Benefit Commencement Date. When you are ready to receive your pension benefit, you must initiate the process again by contacting the Boeing Retirement Service Center.

Your pension benefit commencement packet contains an estimate of your pension benefit. The Plan Administrator uses its best efforts to ensure all information in your pension benefit commencement packet is accurate and complete. The amount you receive will be calculated upon receipt of your completed pension benefit election forms and documentation and is always limited by what is allowed under the terms of the Plan. Any inaccuracy or errors cannot increase the retirement benefits (if any) otherwise payable to you under the Plan. Please review your pension benefit commencement packet carefully and promptly notify the Plan Administrator if you identify any discrepancies or inaccuracies. The Plan Administrator has the right to correct any errors in your benefit calculation. See the section below titled “Other Circumstances That May Result in a Loss of Benefits or Otherwise Affect Your Benefits” for additional information.

If you have any questions concerning your pension benefit application or would like additional information, please call the Boeing Retirement Service Center. In addition, if you have an issue regarding your pension benefit or your right to receive a pension benefit under the Plan, this often can be resolved by calling the Boeing Retirement Service Center and discussing the situation with a representative. If the issue is not resolved through an informal process, you may file a formal written claim. See Section 8, “Claims and Appeals.”

OTHER CIRCUMSTANCES THAT MAY RESULT IN A LOSS OF BENEFITS OR OTHERWISE AFFECT YOUR BENEFITS

Under certain conditions, you may not receive retirement benefits, or you may receive smaller payments than you expected. The following are some examples of such cases:

Circumstances Where You Will Forfeit Benefits

- If you Terminate Employment before you are vested, no benefits will be payable.
- If you Terminate Employment and you do not return to work, or you are rehired, but do not meet the necessary requirements for restoration of service, benefits in which you are not vested will not be payable.

Circumstances That May Impact the Amount of Your Benefits

- If you elect to delay benefit commencement until age 65, you may forego Early Retirement Subsidies or Early Retirement supplements.
- If you elect to start receiving your benefits early, then your benefits may be reduced for early commencement of benefits.
- If your benefit is subject to a QDRO, as described in Section 10, "Plan Administration and Legal Rights," a portion of your benefit could be paid to an alternate payee.
- Your benefit may be subject to enforcement of a Federal tax levy or collection by the United States on a judgment resulting from an unpaid tax assessment.
- Your benefit may be subject to offset to satisfy certain civil or criminal judgments or settlements involving the Plan.
- If you are not eligible for a particular benefit either because you terminated before that benefit became effective, or because you are a Deferred Vested Member.
- If you are affected by the Federal law that limits the amount of benefits that may be received from a qualified pension plan, your retirement benefits may be limited. See "Key Benefit Limits" available on the My Retirement Income website or call the Boeing Retirement Service Center for more information. These limits may be adjusted periodically for changes in the cost of living and may be adjusted depending on the form of benefit you select and date you start receiving benefits.
- The amount of your retirement benefit is calculated using the interest rate and mortality table set forth in the Plan, as required by applicable law. The interest rate and mortality table may periodically change as required by the IRS and these changes may impact the calculation of your retirement benefit.
- If the Plan terminates, your retirement benefits will be guaranteed by the Pension Benefit Guaranty Corporation (PBGC) up to certain limits. If your Plan benefit exceeds the PBGC limits, you may not receive the entire retirement benefit you have earned. The Company does not guarantee any of the retirement benefits payable under the Plan.
- If you fail to work enough hours in a Plan Year, you will not earn a full year of Vesting Service or Benefit Service.

Circumstances That May Impact the Timing of Your Benefit Commencement of Payment

- If you do not use the designated forms from the Boeing Retirement Service Center or do not complete them in a timely manner, benefits could be postponed.
- If you do not meet retirement age requirements, in some cases, no vested benefits will be payable until you do.
- If you experience a layoff or your employment terminates, your benefits could be affected.
- If you fail to keep the Company informed of your current address, your retirement benefits may be affected.
- If you recover from a disability and/or return to work, your Disability Retirement benefits will stop.
- Certain limits on pension benefit payments and pension benefit accruals apply if the Plan falls short of funding targets established by law. In general, limitations apply if the funding percentage (as measured by the plan actuary according to IRS requirements) is less than either 80 percent or 60 percent. Depending on the circumstances, plan amendments may not be permitted, certain types of benefits may not be payable and benefit accruals may need to stop. It is not expected that these limits would apply to the Plan. If they ever did apply, the Plan Administrator would notify you.

Circumstances Where No Benefit Will Be Payable to a Surviving Spouse or Beneficiary

- If you elect to delay benefit commencement and then die before you begin to receive benefits, no survivor benefits will be paid to a non-Spouse Beneficiary, if applicable.
- If you receive benefits as a single life annuity, benefits will stop when you die. Your surviving Spouse, if any, will not receive any benefit payments after your death.
- If you receive a life annuity with a 10-year certain, and die after the 10-year period has elapsed, then benefits will stop when you die. Your surviving Spouse, if any, or other Beneficiary will not receive any payments after your death.
- If you receive benefits as a five-year period certain and die after the five-year period has elapsed, no death benefit will be payable.

Correction of Errors

- The Plan Administrator has the right to correct any errors in your benefit calculation or payment, regardless of the cause, nature or source of the errors, at any time, including retroactively.
- The method of correction shall be determined by the Plan Administrator, in its sole and complete discretion, and may include an offset of future pension benefit payments and the recovery of prior pension benefit payments, as applicable.

DEATH

7 SECTION

DEATH BEFORE BENEFIT COMMENCEMENT DATE

If you are vested and you die before your Benefit Commencement Date, your surviving Spouse (if any) may be eligible for a lifetime benefit under the Plan, based on the benefit you had earned up to the date of your death.

Payments to your surviving Spouse can begin at any time after your death up to the date you would have reached age 65, as elected by your surviving Spouse. Your surviving Spouse must contact the Boeing Retirement Service Center to request benefit payments.

Your surviving Spouse's death benefit equals the benefit that he or she would have received had you commenced benefits at the same time your surviving Spouse chooses to start payments, and then died the next day, with a 100 percent surviving Spouse annuity option.

If your Spouse chooses to commence death benefits before your 65th birthday, then the benefit amount will be calculated taking into account not only the form of payment, as discussed above, but also any Early Retirement adjustment factors (if you satisfied the requirements for Early Retirement) or the reductions described in Section 5, "If You Leave Before Retirement Eligibility," if you Terminated Employment before becoming eligible for Normal, Late, Early or Disability Retirement benefits. In addition, if your surviving Spouse elects to commence benefits before your 55th birthday, then the payment amount will be further reduced to reflect the longer payment period.

If the total present value of the benefit payable is $5,000 or less, it will be paid immediately to your surviving Spouse as a lump sum.

If you complete your pension benefit election and die prior to your Benefit Commencement Date, your election will be null and void and will not be processed. Your surviving Spouse will be eligible for the death benefits as described above.

If you are not married as of your death, no benefits will be paid from the Plan following your death.

If you are a former participant in the Savings Plan whose benefit merged into this Plan on November 18, 1996, the surviving Spouse benefit available for your Fund E savings benefit may be different than as described in this section. See Section 14, "Preretirement Survivor Benefits" for more details.

DEATH AFTER BENEFIT COMMENCEMENT DATE

If you die after your Benefit Commencement Date, your surviving Spouse or other Beneficiary, if any, will receive the benefit applicable under the form of payment you selected at commencement. If you elected to receive a single life annuity, then no survivor benefit will be payable.

In addition, if you terminate employment as a Member (including from layoff) and after meeting the requirements for an Early Retirement, Normal, Late or Disability Retirement benefits, and you die while receiving Plan benefits, your Beneficiary is eligible to receive a $2,000 death benefit when you die. The benefit will be paid as a single lump sum following your death to the person you designate as your Beneficiary on your benefit commencement election form provided by the Boeing Retirement Service Center. If you do not designate a Beneficiary, or the Beneficiary you designate dies before you, then the benefit will be paid to your surviving Spouse if you are married or, if there is no surviving Spouse, then the payment will be made to your estate, if any, or to any other person as determined by the Plan Administrator.

Deferred Vested Members and employees who did not terminate from a Member position after becoming eligible for retirement benefits are not eligible for the $2,000 death benefit.

CLAIMS AND APPEALS 8

SECTION

If you have an issue regarding your pension benefit or your right to receive a pension benefit under the Plan, call the Boeing Retirement Service Center and discuss the situation with a Retirement Service Center representative. 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, then the Plan has established the following procedures for initiating a formal claim and appeal of denied benefits. A formal, written claim for retirement benefits should be sent to the following address:

Claim Administration

Boeing Retirement Service Center

P.O. Box 18023

Norfolk, VA 23501-1865

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 notice 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 received notice of the denial of Plan benefits:

Employee Benefit Plans Committee
The Boeing Company
100 North Riverside, MC 5002-8421
Chicago, IL 60606-1596

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

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 written 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.

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.

PLAN TERMINATION 9

SECTION

If the Plan is terminated with enough money to pay all benefits (including benefits which automatically vest upon the Plan termination, to the extent funded), then the Plan will distribute benefits to participants. The Plan will provide the benefit payments it owes by purchasing annuity contracts from an insurance company, or otherwise providing for the payment of benefits, for example, by permitting participants to elect lump-sum distributions.

If the Plan terminates without enough money to pay all benefits, then the Plan's assets will be allocated to participants in the following order, in accordance with ERISA regulations:

- Certain annuities (to the extent guaranteed by the PBGC) that participants have been receiving or could have been receiving for at least three years before Plan termination.
- Other vested benefits (to the extent guaranteed by the PBGC) for participants and Beneficiaries not included above who have benefits guaranteed under the Plan by the PBGC.
- Other vested benefits (to the extent not provided for above) for all participants and Beneficiaries who have met the vesting requirements.
- All other benefits that have not been provided for above.

In addition, if the Plan terminates without enough money to pay all benefits, then the PBGC, a federal insurance agency, will step in to pay retirement benefits. Most people receive all of the retirement benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- Normal and Early Retirement benefits.
- Disability Retirement benefits if you become disabled before the Plan terminates.
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates.
- Some or all of the benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates.
- Benefits that are not vested because you have not worked long enough for the Company.
- Benefits for which you have not met all of the requirements at the time the Plan terminates.
- Certain Early Retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an Early Retirement monthly benefit greater than your monthly benefit at Normal Retirement.
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain benefits are not guaranteed, you still may receive some of those benefits from the PBGC, depending on how much money the Plan has and how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC directly at the following address:

PBGC

P.O. Box 151750

Alexandria, VA 22315-1750

You can call the PBGC at 1-800-400-7242 or 202-326-4000 (not toll free) (deaf or hard of hearing: 1-800-877-8339 and ask to be connected to 1-800-400-7242).

If, however, you have called or written to the PBGC and have not received the service requested, contact the PBGC Problem Resolution Office by phone at 1-800-400-7242, x4014, by e-mail at participant.pro@pbgc.gov or by writing to PBGC Problem Resolution Office (Participants) at the following address:

PBGC Problem Resolution Office

1200 K Street, NW

Suite 9429

Washington, DC 20005-4026

Additional information about the PBGC pension insurance program is available through the PBGC website (http://www.pbgc.gov/).

PLAN ADMINISTRATION AND LEGAL RIGHTS

10 SECTION

WHAT RIGHTS YOU HAVE UNDER FEDERAL LAW

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

Receive Information About Your 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, 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) 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 whether you have a right to receive a pension benefit at Normal Retirement Age (age 65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many more years you have to work to get a right to a pension. 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 this 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 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 8, "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 them 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 a 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:

- Your Plan benefits, contact the Boeing Retirement Service Center through Retirement Benefits, the Worklife Care Team or the Plan Administrator.
- This statement or your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, contact the nearest office of the 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 EBSA on the World Wide Web (http://askebsa.dol.gov/) or by calling the hotline 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 pension benefit at a later date, you will be responsible for contacting the Boeing Retirement Service Center to request the forms to begin your benefit payments.
- 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 pension Plan benefit.
- Provide any information or documentation requested by the Plan Administrator.
- Safeguard your pension benefit information. Participants (including Beneficiaries and alternate payees entitled to benefits under the Plan) are responsible for safeguarding the privacy and security of their administrative information (including their BEMSID and applicable username and password). The Plan Administrator, Committee, Company and trustee will not be liable for any loss that may result from unauthorized access to your pension information. Your applicable username and password is necessary whenever you want to access information about your pension Plan benefit, whether you are an active employee, a retiree, a terminated employee or a beneficiary. If you lose your username or password, call the Boeing Retirement Service Center.
- Abide by Plan rules.

How the Plan Is Administered

The Boeing Company Board of Directors has designated the Committee as the Plan Administrator. This 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.
- 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 Retirement 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. 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 ORDER

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 benefit under the Plan, you will be advised in writing.

For additional information regarding QDROs, please call the Boeing QDRO Service Center at 1-855-869-5606. You may request a copy of the Plan's general procedures governing QDROs, without charge from the Boeing QDRO Service Center or by writing to the Employee Benefit Plans Committee at The Boeing Company, 100 North Riverside, MC 5002-8421, Chicago, IL 60606-1596.

You can also obtain a copy of the QDRO Procedures by logging on to the Boeing QDRO website at https://boeingbenefitsconnection.benefitcenter.com/qdro or the Retirement Benefits website under "Access QDRO Service Center."

PLAN INFORMATION 11

SECTION

Plan Name and Number	Employee Retirement Income Plan – Hourly East (Plan 103)
Plan Sponsor	The Boeing Company 100 North Riverside MC 5002-8421 Chicago, IL 60606-1596
Employer Identification Number	91-0425694
Plan Year	Calendar-year basis (January 1 through December 31)
Plan Administrator	Employee Benefit Plans Committee The Boeing Company 100 North Riverside MC 5002-8421 Chicago, IL 60606-1596 312-544-2297
Agent for Service of Legal Process	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 last date for filing an appeal if no appeal is made). A lawsuit that does not meet this deadline will be considered untimely.
Type of Plan	The Plan is a qualified defined benefit pension plan.
Type of Administration	The Plan is administered in accordance with the provisions of the official Plan document, collective bargaining agreements, and the trust agreement. The Company has contracted with Conduent HR Services, LLC to assist with administration of the Plan.
Funding and Contributions	The Company funds the entire cost of the Plan by contributing actuarially determined amounts into a master trust from which benefits are paid. No employee contributions are required or permitted. Necessary and proper expenses of administration of the Plan are paid from assets of the trust fund, except for those expenses that the Company is required by law or chooses to pay.
Trust	The Boeing Company Employee Retirement Plans Master Trust
Plan Trustee	JPMorgan Chase Bank Master Custody Department Chase MetroTech Center Brooklyn, New York 11245

DEFINITIONS

12 SECTION

Actuarial Equivalent

The equivalent of a given benefit based on the interest rate, mortality table or other factors specified in the Plan.

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.

Affiliates and Subsidiaries

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

Aggregate Benefit Service

See the section of this SPD booklet titled “Aggregate Benefit Service.”

Beneficiary

Your Spouse, or other person or persons you designate at the time you commence your benefit to receive benefits under the Plan at your death. No corporation, partnership, trust, estate or any other entity may be designated as a Beneficiary.

Benefit Commencement Date

The first day on which your benefit is payable to you or your surviving Spouse under the Plan. Generally, this date is the first day of the month.

Benefit Service

Generally, you earn Benefit Service for each week (if applicable, until the date Benefit Service ceases to accrue as described in the Appendix) in which you worked as a Member represented by a Covered Group and earned base hourly wages during such week. Benefit Service is generally measured in full weeks (based on a 52-week period beginning on the first day of the Plan Year) regardless of your actual work schedule.

Benefit Service has stopped accruing for all Members for purposes of the benefit formula, as explained in the Appendix. For specific information about your Benefit Service, please contact the Boeing Retirement Service Center.

Boeing Controlled Group

The Boeing Company and all of its Affiliates and Subsidiaries, including those that have not adopted the Plan. For periods prior to January 1, 2010, the term refers to the McDonnell Douglas Corporation and its Affiliates and Subsidiaries.

Committee

The Employee Benefit Plans Committee of The Boeing Company.

Company

The Boeing Company and any Adopting Affiliate and Subsidiary, as applicable. Prior to January 1, 2010, the Company meant McDonnell Douglas Corporation (and its Adopting Affiliates and Subsidiaries, as applicable). On December 31, 2009, McDonnell Douglas Corporation was merged into The Boeing Company.

Covered Group

A Member is in a Covered Group only while actively employed by the Company in an eligible union position. A Member ceases to be in a Covered Group when he or she is no longer represented by a eligible union, such as when the union becomes defunct or the Member transfers to a nonunion position.

Deferred Vested Member

A Member who Terminated Employment for any reason other than death, retirement or disability and who has a vested right to receive a pension benefit from the Plan. If you are vested under the Plan when you Terminate Employment but are not yet eligible to begin receiving retirement benefits or if you are eligible for Early Retirement but do not immediately commence Plan benefits the first of the month after your termination date, you are considered a Deferred Vested Member.

Disability Retirement

A retirement benefit taken before your Normal Retirement Date in connection with your disability. See Section 4, “Disability Retirement,” for more detailed information.

Early Retirement

A pension benefit taken before your Normal Retirement Date. See Section 4, “When You May Start Receiving Your Benefit,” for the eligibility requirements for Early Retirement.

Early Retirement Subsidy

A smaller reduction applied to a pension benefit taken before Normal Retirement Date, when compared to the expected cost to the Plan of paying the benefit over a longer period of time.

ERISA

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

Hours of Service

Generally, you are credited with 45 Hours of Service for every week (or portion of a week) for which you were paid or entitled to payment by the Boeing Controlled Group. For periods prior to November 26, 2001, Hours of Service were generally based on the hours for which you were actually paid or entitled to payment by the controlled group. For more information, please contact the Boeing Retirement Service Center.

Late Retirement

A retirement benefit taken after your Normal Retirement Date.

Member

An employee who satisfied the requirements to become a participant as described in Section 1, "Eligibility and Participation."

Normal Retirement

A retirement benefit taken on your Normal Retirement Date.

Normal Retirement Age

Your 65th birthday.

Normal Retirement Date

The first day of the month coincident with or following your Normal Retirement Age.

Plan Administrator

The Employee Benefit Plans Committee of The Boeing Company.

Plan Year

The calendar year from January 1 – December 31.

Spouse

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

Termination of Employment, Terminate Employment, Terminated Employment

The day you are removed from the payroll of the Boeing Controlled Group.

Vesting Service

Generally, you earn a year of Vesting Service for each year you were an employee of the Boeing Controlled Group and completed 1,000 or more Hours of Service. For specific information about your Vesting Service, please contact the Boeing Retirement Service Center.

Year of Eligibility Service

Completion of 12 months of service during which you are credited with 1,000 or more Hours of Service. If you had fewer than 1,000 Hours of Service in your first 12 months of employment, you will be treated as completing a Year of Eligibility Service at the end of the first calendar year after your hire date during which you are credited with 1,000 or more Hours of Service.

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, NO. 837

This Appendix provides additional information regarding Plan benefits for Members represented by International Association of Machinists and Aerospace Workers, No. 837 (hired before January 1, 2012).

Monthly Benefit Rates

For purposes of calculating the benefit as described in Section 3, "Benefit Formula," the monthly benefit rate is the amount shown below. You must be an employee of the Boeing Controlled Group (or ULA or ULS, while they remain joint ventures of The Boeing Company) on or after an effective date listed below for that monthly benefit rate to apply.

Effective Date	Monthly Benefit Rate
1996	$41
May 1, 2001	$50
July 1, 2004	$60
July 1, 2007	$70
September 1, 2010	$81
July 1, 2015	$91

Special Vesting Rule

If, on December 31, 2015, you were represented by International Association of Machinists and Aerospace Workers, No. 837 and were on the active payroll or an authorized leave of absence of 90 days or less, you became 100 percent vested in your Plan Benefit.

Benefit Service

Benefit Service for purposes of determining the amount of the benefit (but not Aggregate Benefit Service) stopped accruing under the Plan on December 31, 2015, for participants represented by International Association of Machinists and Aerospace Workers, No. 837. This means that your Plan benefit will be calculated taking into account your Benefit Service as of that date.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) NO. 1

This Appendix provides additional information regarding Plan benefits for Members represented by the International Brotherhood of Electrical Workers (IBEW) No. 1 (hired before January 1, 2013).

Monthly Benefit Rates

For purposes of calculating the benefit as described in Section 3, "Benefit Formula," the monthly benefit rate is the amount shown below. You must be an employee of the Boeing Controlled Group (or ULA or ULS, while they remain joint ventures of The Boeing Company) on or after an effective date listed below for that monthly benefit rate to apply.

Effective Date	Monthly Benefit Rate
1996	$41
May 1, 2001	$50
August 1, 2004	$60
August 1, 2007	$70
September 1, 2012	$78
June 1, 2015	$88

Special Vesting Rule

If, on December 31, 2015, you were represented by IBEW No. 1 and were on the active payroll or an authorized leave of absence of 90 days or less, you became 100 percent vested in your Plan Benefit.

Benefit Service

Benefit Service for purposes of determining the amount of the benefit (but not Aggregate Benefit Service) stopped accruing under the Plan on December 31, 2015, for participants represented by IBEW No. 1. This means that your Plan benefit will be calculated taking into account your Benefit Service as of that date.

TEAMSTERS FIREMAN, OILERS, MAINTENANCE MEN AND ASSOCIATION INDUSTRIES (IBT F&O), LOCAL NO. 6

This Appendix provides additional information regarding Plan benefits for Members represented by Teamsters Fireman, Oilers, Maintenance Men and Association Industries (IBT F&O), Local No. 6 (hired before January 1, 2013).

Monthly Benefit Rates

For purposes of calculating the benefit as described in Section 3, "Benefit Formula," the monthly benefit rate is the amount shown below. You must be an employee of the Boeing Controlled Group (or ULA or ULS, while they remain joint ventures of The Boeing Company) on or after an effective date listed below for that monthly benefit rate to apply.

Effective Date	Monthly Benefit Rate
1996	$41
May 1, 2001	$50
August 1, 2004	$60
August 1, 2007	$70
October 1, 2012	$78
January 1, 2017	$80
December 1, 2017	$85

Special Vesting Rule

If, on December 31, 2017, you were represented by IBT F&O, Local No. 6 and were on the active payroll or an authorized leave of absence of 90 days or less, you became 100 percent vested in your Plan Benefit.

Benefit Service

Benefit Service for purposes of determining the amount of the benefit (but not Aggregate Benefit Service) stopped accruing under the Plan on December 31, 2017, for participants represented by IBT F&O, Local No. 6. This means that your Plan benefit will be calculated taking into account your Benefit Service as of that date.

Reemployment After Retirement

If you had already started your benefit and later are rehired in the Boeing Controlled Group after December 31, 2017, your monthly benefit payments under the Plan will continue during your reemployment. This will not be the case, however, if you are rehired into another union listed in Section 1, "Eligibility and Participation," which has not agreed to this rule. In that situation, your benefit payments will stop as described in Section 6, "Reemployment After Retirement."

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL I-66 (ST. LOUIS)

This Appendix provides additional information regarding Plan benefits for Members represented by International Association of Firefighters (IAFF), Local No. I-66 (St. Louis) (hired before January 1, 2014).

Monthly Benefit Rates

For purposes of calculating the benefit as described in Section 3, "Benefit Formula," the monthly benefit rate is the amount shown below. You must be an employee of the Boeing Controlled Group (or ULA or ULS, while they remain joint ventures of The Boeing Company) on or after an effective date listed below for that monthly benefit rate to apply.

Effective Date	Monthly Benefit Rate
May 1, 2001	$50
January 1, 2005	$60
May 1, 2008	$70
June 1, 2013	$78
January 1, 2017	$80
December 1, 2018	$85

Special Vesting Rule

If, on December 31, 2018, you were represented by IAFF, Local No. I-66 (St. Louis) and are on the active payroll or an authorized leave of absence of 90 days or less, you became 100 percent vested in your Plan Benefit.

Benefit Service

Benefit Service for purposes of determining the amount of the benefit (but not Aggregate Benefit Service) stopped accruing under the Plan on December 31, 2018, for Members represented (or formerly represented) by IAFF, Local No. I-66 (St. Louis). This means that your Plan benefit will be calculated taking into account your Benefit Service as of that date.

Reemployment After Retirement

If you had already started your benefit and later are rehired in the Boeing Controlled Group after December 31, 2018, your monthly benefit payments under the Plan will continue during your reemployment. This will not be the case, however, if you are rehired into another union listed in Section 1, "Eligibility and Participation," which has not agreed to this rule. In that situation, your benefit payments will stop as described in Section 6, "Reemployment After Retirement."

DEFUNCT UNIONS

This Appendix provides additional information regarding Plan benefits for Members who were formerly represented by a now Defunct Union.

For purposes of calculating the benefit as described in Section 3, "Benefit Formula," the monthly benefit rate is the amount shown below. You must be an employee of the Boeing Controlled Group (or ULA or ULS, while they remain joint ventures of The Boeing Company) on or after an effective date listed below for that monthly benefit rate to apply.

Defunct Union	Effective Date	Benefit Rate
International Association of Machinists and Aerospace Workers, No. 898 (until December 17, 2001)	1996	$41
	December 1, 2001	$50
	July 1, 2004	$60
*International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, No. 610 ***See reemployment information below.**	1996	$41
	May 1, 2000	$50
	August 1, 2004	$60
	August 1, 2007	$70
	September 1, 2012	$74
	January 1, 2014	$76
	January 1, 2015	$78
	February 1, 2016	$85
International Union of Engineers, No. 1118 (until December 25, 2000)	1997	$41
	May 1, 2001	$50
International Association of Machinists and Aerospace Workers, No. 1163 (Spacelab) (formerly No. 1325 MDSSC-HSV)	May 1, 2001	$50
	January 1, 2005	$60
	January 1, 2008	$70
	September 1, 2010	$81
International Association of Machinists and Aerospace Workers (Kingsville, TX)	April 5, 1999	$41

***If you had already started your benefit and later are rehired in the Boeing Controlled Group after December 31, 2016, your monthly benefit payments under the Plan will continue during your reemployment. This will not be the case, however, if you are rehired into another union listed in Section 1, "Eligibility and Participation," which has not agreed to this rule. In that situation, your benefit payments will stop as described in Section 6, "Reemployment After Retirement."**

Defunct Union	Effective Date	Benefit Rate
International Association of Electrical Workers, No. 2088	May 1, 2001	$50
	August 1, 2004	$60
	August 1, 2007	$70
	September 1, 2012	$78
	June 1, 2015	$88
International Union, Security, Police and Fire Professionals of America (formerly United Plant Guard Workers of America), No. 250	1996	$41
	May 1, 2001	$50
	January 1, 2005	$60
	January 1, 2008	$70
	September 1, 2010	$81
	July 1, 2015	$91
International Association of Machinists and Aerospace Workers, No. 2383	1996	$41
	May 1, 2001	$50
	July 1, 2004	$60
	July 1, 2007	$70
	September 1, 2010	$81
	July 1, 2015	$91

Defunct Union	Effective Date	Benefit Rate
International Association of Machinists and Aerospace Workers (Meridian, MS), No. 18	April 5, 1999	$41
	April 5, 1999	$50
	July 1, 2004	$60
	July 1, 2007	$70
	September 1, 2010	$81
	July 1, 2015	$91
International Association of Machinists and Aerospace Workers (Monrovia), No. 575	1996	$40
	May 1, 2001	$50
	July 1, 2004	$60
	July 1, 2007	$70
	September 1, 2010	$81
	July 1, 2015	$91

NON-REPRESENTED MEMBERS

This Appendix provides additional information regarding Plan benefits for non-represented Members.

Monthly Benefit Rates

For purposes of calculating the benefit as described in Section 3, "Benefit Formula," the monthly benefit rate is the amount shown below. You must be an employee of the Boeing Controlled Group (or ULA or ULS, while they remain joint ventures of The Boeing Company) on or after an effective date listed below for that monthly benefit rate to apply.

Effective Date	Monthly Benefit Rate
June 1, 1996	$41
December 1, 1996	$46
May 1, 2001	$50
April 1, 2003, for payments on or after July 1, 2005	$60
July 1, 2006	$70
January 1, 2009	$81
January 1, 2012	$83
January 1, 2013	$85
January 1, 2014	$87
January 1, 2015	$89
January 1, 2016	$95*

*This is limited to a Member who is active, inactive or in a layoff period December 31, 2015.

SAVINGS PLAN APPENDIX 14 SECTION

EMPLOYEE SAVINGS PLAN OF MCDONNELL DOUGLAS COMPANY—HOURLY EAST PLAN

This is a general overview of the provisions that apply to members whose benefits under the Employee Savings Plan of McDonnell Douglas Company—Hourly East Plan ("Savings Plan") merged into this Plan effective November 18, 1996. Merged benefits may be referred to as your "Fund E savings benefit." Refer to the Savings Plan summary plan description or call the Boeing Retirement Service Center through Worklife for more information.

YOUR FUND E SAVINGS BENEFIT

Your benefit under the Savings Plan merged into this Plan if either of the following applied to you on November 18, 1996:

- You were a member of a covered group under this Plan, and you were an active employee, on a leave of absence or on layoff.
- You had ended your employment with a covered group under this Plan, but you had not yet begun receiving your Savings Plan benefit.

You keep your Fund E savings benefit that merged into this Plan. You may elect to receive your Fund E savings benefit at any time after you Terminate Employment with the Boeing Controlled Group. If you wait to receive your Fund E savings benefit until you commence receiving your other benefits under the Plan, then you will receive it in addition to the benefits you've earned under this Plan.

Your Fund E savings benefit consists of your employer accrued benefit earned through November 18, 1996. Your "employer accrued benefit" equals the lump-sum dollar amount contributed by your employer to the Savings Plan on your behalf before November 18, 1996.

In general, your Fund E savings benefit will be paid in accordance with the terms and provisions of this Plan, except as described in the following sections.

PAYMENT OF YOUR FUND E SAVINGS BENEFIT

When you elect to receive your Fund E savings benefit, you may select from the following forms of payment for your Fund E savings benefit, even if you are not yet eligible for retirement benefits under this Plan:

- A single, lump-sum cash payment. Under a lump-sum cash payment, the Plan will pay you a single sum equal to your entire Fund E savings benefit. No further payments will be made.
- A single life annuity.
- A 50 percent or 100 percent surviving Spouse annuity, if you are married.

There is one exception to the rules above. If you leave Boeing due to layoff, retirement or termination and you qualify to receive a voluntary severance benefit as the result of ending your employment, you can elect to defer payment of your Fund E savings benefit for up to 12 months following your separation from service by providing written notification to the Plan Administrator of your deferral election prior to your Termination of Employment. However, under no circumstances can you delay payment of your Fund E savings benefit beyond the date you would have attained age 70½.

If you do not specify a payment method when you elect to receive your Fund E savings benefit, it will be paid as described in Section 6, "If You Do Not Choose a Payment Method."

Spousal Consent

If you are married and choose to elect any payment option other than the 50 percent surviving Spouse annuity for your Fund E savings benefit, you must have your Spouse's written, notarized consent.

PRERETIREMENT SURVIVOR BENEFITS

If you are vested in your Fund E savings benefit and die before benefit payments begin, your beneficiary may be eligible to receive your Fund E savings benefit. This benefit is in addition to any preretirement survivor benefit available for the remainder of your Plan benefit, as described in Section 7, "Death." How this preretirement survivor benefit is paid will depend on whom you have named as the beneficiary for your Fund E savings benefit, as outlined in the following sections.

If Your Beneficiary Is Your Spouse

If you are married at the time of your death and have named your Spouse as your beneficiary, the portion of his or her survivor benefit attributable to your Fund E savings benefit will be paid as a single life annuity, payable over your spouse's lifetime. Your Spouse may begin receiving benefits immediately. However, he or she may elect to defer payments until a later date, up to the latest of the following:

- The date you would have reached age 65.
- 120 days following your date of death.
- 60 days following the date your Spouse provides information to the Boeing Retirement Service Center regarding your death, including a commencement election form and documentation such as of birth, marriage and death certificates.

Alternatively, your surviving Spouse may elect to receive your entire Fund E savings benefit as a single, lump-sum cash payment within 90 days following the date of your surviving Spouse's election. If he or she elects to receive this amount as a lump sum, no further payments of your Fund E savings benefit will be made from the Plan.

If you die after attaining age 59½ and while employed, payment of your Fund E savings benefit to your surviving Spouse may be deferred for up to 12 months following your date of death. This deferral of payment will apply to your Spouse only if you filed a written notice with the Boeing Retirement Service Center before your date of death, and that notice had your Spouse's written, notarized consent. However, the deferred payment of your Fund E savings benefit may not extend beyond the date you would have attained age 70½.

If You Are Not Married or Your Beneficiary Is Not Your Spouse

If you are not married when you die, or if you are married but named someone other than your Spouse as the beneficiary for your Fund E savings benefit, your benefit will be paid to your beneficiary as a single, lump-sum cash payment within 90 days following your date of death. To name someone other than your Spouse as beneficiary, you must provide your Spouse's written, notarized consent of your selection.

If you have not named a beneficiary or if the beneficiary you named does not survive you at the time of your death, then your Fund E savings benefit will be paid to your Spouse, if you are married, and otherwise to your estate, in a lump-sum cash payment within 90 days following your date of death.

If you die after attaining age 59½ and while employed, payment of your Fund E savings benefit to your beneficiary may be deferred for up to 12 months following your date of death. This deferral of payment will apply to your beneficiary only if you filed a written notice with the Boeing Retirement Service Center before your date of death. However, the deferred payment of your Fund E savings benefit may not extend beyond the date you would have attained age 70½.

REEMPLOYMENT AFTER RETIREMENT

If you had already started receipt of your Fund E savings benefit and later are rehired in the Boeing Controlled Group, your monthly benefit payments of your Fund E savings benefit will continue during your reemployment.