

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

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **March 31, 2021**

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number **1-442**

THE BOEING COMPANY

(Exact name of registrant as specified in its charter)

Delaware	**91-0425694**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
100 N. Riverside Plaza, Chicago, IL	**60606-1596**
(Address of principal executive offices)	**(Zip Code)**

(312) 544-2000

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405/ of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $5.00 Par Value	BA	New York Stock Exchange

As of April 21, 2021, there were 584,810,068 shares of common stock, $5.00 par value, issued and outstanding.

THE BOEING COMPANY
FORM 10-Q
For the Quarter Ended March 31, 2021
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Part I. Financial Information

Item 1. Financial Statements

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Operations
(Unaudited)

(Dollars in millions, except per share data)	**Three months ended March 31**	
	2021	2020
Sales of products	**$12,518**	$14,191
Sales of services	**2,699**	2,717
Total revenues	**15,217**	16,908
Cost of products	**(11,632)**	(14,713)
Cost of services	**(2,167)**	(2,043)
Boeing Capital interest expense	**(9)**	(12)
Total costs and expenses	**(13,808)**	(16,768)
	1,409	140
Income/(loss) from operating investments, net	**37**	(2)
General and administrative expense	**(1,032)**	(873)
Research and development expense, net	**(499)**	(672)
Gain on dispositions, net	**2**	54
Loss from operations	**(83)**	(1,353)
Other income, net	**190**	112
Interest and debt expense	**(679)**	(262)
Loss before income taxes	**(572)**	(1,503)
Income tax benefit	**11**	862
Net loss	**(561)**	(641)
Less: net loss attributable to noncontrolling interest	**(24)**	(13)
Net loss attributable to Boeing Shareholders	**($537)**	($628)
Basic loss per share	**($0.92)**	($1.11)
Diluted loss per share	**($0.92)**	($1.11)
Weighted average diluted shares (millions)	**585.4**	565.9

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Comprehensive Income
(Unaudited)

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Net loss	**($561)**	($641)
Other comprehensive income/(loss), net of tax:		
Currency translation adjustments	**(36)**	(77)
Unrealized gain/(loss) on derivative instruments:		
Unrealized gain/(loss) arising during period, net of tax of ($3), $77	**11**	(275)
Reclassification adjustment for (gains)/losses included in net loss, net of tax of $0, ($1)	**(2)**	2
Total unrealized gain/(loss) on derivative instruments, net of tax	**9**	(273)
Defined benefit pension plans and other postretirement benefits:		
Amortization of prior service credits included in net periodic pension cost, net of tax of $6, $6	**(23)**	(23)
Amortization of actuarial losses included in net periodic pension cost, net of tax of ($65), ($53)	**228**	193
Settlements and curtailments included in net loss, net of tax of $0, $0	**1**	
Pension and postretirement cost related to our equity method investments, net of tax of ($1), $0	**2**	
Total defined benefit pension plans and other postretirement benefits, net of tax	**208**	170
Other comprehensive income/(loss), net of tax	**181**	(180)
Comprehensive loss, net of tax	**(380)**	(821)
Less: Comprehensive loss related to noncontrolling interest	**(24)**	(13)
Comprehensive loss attributable to Boeing Shareholders, net of tax	**($356)**	($808)

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Financial Position
(Unaudited)

(Dollars in millions, except per share data)	**March 31 2021**	December 31 2020
Assets		
Cash and cash equivalents	**$7,059**	$7,752
Short-term and other investments	**14,861**	17,838
Accounts receivable, net	**2,356**	1,955
Unbilled receivables, net	**8,785**	7,995
Current portion of customer financing, net	**93**	101
Inventories	**82,668**	81,715
Other current assets, net	**4,123**	4,286
Total current assets	**119,945**	121,642
Customer financing, net	**1,895**	1,936
Property, plant and equipment, net of accumulated depreciation of $20,792 and $20,507	**11,643**	11,820
Goodwill	**8,074**	8,081
Acquired intangible assets, net	**2,773**	2,843
Deferred income taxes	**79**	86
Investments	**980**	1,016
Other assets, net of accumulated amortization of $917 and $729	**4,646**	4,712
Total assets	**$150,035**	$152,136
Liabilities and equity		
Accounts payable	**$12,410**	$12,928
Accrued liabilities	**20,553**	22,171
Advances and progress billings	**50,908**	50,488
Short-term debt and current portion of long-term debt	**6,021**	1,693
Total current liabilities	**89,892**	87,280
Deferred income taxes	**908**	1,010
Accrued retiree health care	**4,077**	4,137
Accrued pension plan liability, net	**13,968**	14,408
Other long-term liabilities	**1,477**	1,486
Long-term debt	**57,554**	61,890
Total liabilities	**167,876**	170,211
Shareholders' equity:		
Common stock, par value $5.00 — 1,200,000,000 shares authorized; 1,012,261,159 shares issued	**5,061**	5,061
Additional paid-in capital	**8,155**	7,787
Treasury stock, at cost - 427,806,081 and 429,941,021 shares	**(52,395)**	(52,641)
Retained earnings	**38,073**	38,610
Accumulated other comprehensive loss	**(16,952)**	(17,133)
Total shareholders' deficit	**(18,058)**	(18,316)
Noncontrolling interests	**217**	241
Total equity	**(17,841)**	(18,075)
Total liabilities and equity	**$150,035**	$152,136

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(Unaudited)

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Cash flows – operating activities:		
Net loss	**($561)**	($641)
Adjustments to reconcile net loss to net cash (used)/provided by operating activities:		
Non-cash items –		
Share-based plans expense	**321**	55
Treasury shares issued for 401(k) contribution	**306**	
Depreciation and amortization	**536**	556
Investment/asset impairment charges, net	**16**	26
Gain on dispositions, net	**(2)**	(54)
Other charges and credits, net	**35**	97
Changes in assets and liabilities –		
Accounts receivable	**(394)**	(54)
Unbilled receivables	**(790)**	(402)
Advances and progress billings	**421**	1,337
Inventories	**(680)**	(2,973)
Other current assets	**153**	328
Accounts payable	**(819)**	(1,030)
Accrued liabilities	**(1,615)**	(583)
Income taxes receivable, payable and deferred	**(34)**	(892)
Other long-term liabilities	**(84)**	(69)
Pension and other postretirement plans	**(265)**	(179)
Customer financing, net	**46**	23
Other	**23**	153
Net cash used by operating activities	**(3,387)**	(4,302)
Cash flows – investing activities:		
Property, plant and equipment additions	**(291)**	(428)
Property, plant and equipment reductions	**2**	58
Contributions to investments	**(9,688)**	(244)
Proceeds from investments	**12,738**	227
Other	**3**	8
Net cash provided/(used) by investing activities	**2,764**	(379)
Cash flows – financing activities:		
New borrowings	**9,814**	17,433
Debt repayments	**(9,847)**	(5,854)
Stock options exercised	**23**	21
Employee taxes on certain share-based payment arrangements	**(38)**	(162)
Dividends paid		(1,158)
Net cash (used)/provided by financing activities	**(48)**	10,280
Effect of exchange rate changes on cash and cash equivalents, including restricted	**(18)**	(47)
Net (decrease)/increase in cash & cash equivalents, including restricted	**(689)**	5,552
Cash & cash equivalents, including restricted, at beginning of year	**7,835**	9,571
Cash & cash equivalents, including restricted, at end of period	**7,146**	15,123
Less restricted cash & cash equivalents, included in Investments	**87**	84
Cash and cash equivalents at end of period	**$7,059**	$15,039

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Equity
For the three months ended March 31, 2021 and 2020
(Unaudited)

	Boeing shareholders						
(Dollars in millions)	Common Stock	Additional Paid-In Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Loss	Non-controlling Interests	Total
Balance at January 1, 2020	$5,061	$6,745	($54,914)	$50,482	($16,153)	$317	($8,462)
Net loss				(628)		(13)	(641)
Other comprehensive income, net of tax of $29					(180)		(180)
Share-based compensation		55					55
Treasury shares issued for stock options exercised, net		(16)	36				20
Treasury shares issued for other share-based plans, net		(189)	36				(153)
Changes in noncontrolling interests						1	1
Balance at March 31, 2020	$5,061	$6,595	($54,842)	$49,854	($16,333)	$305	($9,360)
Balance at January 1, 2021	**$5,061**	**$7,787**	**($52,641)**	**$38,610**	**($17,133)**	**$241**	**($18,075)**
Net loss				**(537)**		**(24)**	**(561)**
Other comprehensive income, net of tax of ($63)					**181**		**181**
Share-based compensation		**321**					**321**
Treasury shares issued for stock options exercised, net		**(16)**	**39**				**23**
Treasury shares issued for other share-based plans, net		**(73)**	**37**				**(36)**
Treasury shares issued for 401(k) contribution		**136**	**170**				**306**
Balance at March 31, 2021	**$5,061**	**$8,155**	**($52,395)**	**$38,073**	**($16,952)**	**$217**	**($17,841)**

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Notes to Condensed Consolidated Financial Statements
Summary of Business Segment Data
(Unaudited)

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Revenues:		
Commercial Airplanes	**$4,269**	$6,205
Defense, Space & Security	**7,185**	6,042
Global Services	**3,749**	4,628
Boeing Capital	**60**	65
Unallocated items, eliminations and other	**(46)**	(32)
Total revenues	**$15,217**	$16,908
Loss from operations:		
Commercial Airplanes	**($856)**	($2,068)
Defense, Space & Security	**405**	(191)
Global Services	**441**	708
Boeing Capital	**21**	24
Segment operating earnings/(loss)	**11**	(1,527)
Unallocated items, eliminations and other	**(364)**	(173)
FAS/CAS service cost adjustment	**270**	347
Loss from operations	**(83)**	(1,353)
Other income, net	**190**	112
Interest and debt expense	**(679)**	(262)
Loss before income taxes	**(572)**	(1,503)
Income tax benefit	**11**	862
Net loss	**(561)**	(641)
Less: Net loss attributable to noncontrolling interest	**(24)**	(13)
Net loss attributable to Boeing Shareholders	**($537)**	($628)

This information is an integral part of the Notes to the Condensed Consolidated Financial Statements. See Note 18 for further segment results.

The Boeing Company and Subsidiaries
Notes to the Condensed Consolidated Financial Statements
(Dollars in millions, except otherwise stated)
(Unaudited)

Note 1 – Basis of Presentation

The condensed consolidated interim financial statements included in this report have been prepared by management of The Boeing Company (herein referred to as "Boeing", the "Company", "we", "us", or "our"). In the opinion of management, all adjustments (consisting of normal recurring accruals) necessary for a fair presentation are reflected in the interim financial statements. The results of operations for the period ended March 31, 2021 are not necessarily indicative of the operating results for the full year. The interim financial statements should be read in conjunction with the audited Consolidated Financial Statements, including the notes thereto, included in our 2020 Annual Report on Form 10-K.

Liquidity Matters

The global outbreak of COVID-19 and residual impacts from the grounding of the 737 MAX airplane in 2019 are having a significant adverse impact on our business and are expected to continue to negatively impact revenue, earnings and operating cash flow in future quarters. The COVID-19 pandemic has caused an unprecedented shock to demand for air travel, creating a tremendous challenge for our customers, our business and the entire aerospace manufacturing and services sector. We continue to expect commercial air travel to return to 2019 levels in 2023 to 2024. We expect it will take a few years beyond that for the industry to return to long-term trend growth. There is significant uncertainty with respect to when commercial air traffic levels will recover, and whether and at what point capacity will return to and/or exceed pre-COVID-19 levels.

During the first three months of 2021, net cash used by operating activities was $3.4 billion. Our operating cash flows continue to be impacted by lower commercial airplane deliveries and increases in commercial airplane inventory. We expect negative operating cash flows until commercial deliveries ramp up. In the first quarter of 2021, we issued $9.8 billion of fixed rate senior notes that mature between 2023 and 2026. We used the net proceeds of these note issuances to repay $9.8 billion outstanding under our two-year delayed draw term loan credit agreement. The remaining $4.0 billion of our two-year delayed draw term loan matures in February 2022. As a result, our cash and short-term investment balance was $21.9 billion at March 31, 2021, down from $25.6 billion at December 31, 2020, while our debt balance was $63.6 billion at March 31, 2021, unchanged from December 31, 2020. Short-term debt and the current portion of long-term debt increased to $6.0 billion at March 31, 2021, up from $1.7 billion at December 31, 2020. The current portion of long term debt includes term notes of $1.5 billion maturing in 2021. Our short-term and long-term credit ratings remained unchanged during the first quarter of 2021.

In the first quarter of 2021, we entered into a $5.3 billion two-year revolving credit agreement, which we have not drawn upon. As a result, our unused borrowing capacity on revolving credit agreements increased to $14.8 billion at March 31, 2021 from $9.5 billion at December 31, 2020. We anticipate that these credit lines will remain undrawn and primarily serve as back-up liquidity to support our general corporate borrowing needs. See Note 11.

At March 31, 2021, trade payables included $3.8 billion payable to suppliers who have elected to participate in supply chain financing programs. While access to supply chain financing has been reduced due to our credit ratings and debt levels, we do not believe that these or future changes in the availability of supply chain financing will have a significant impact on our liquidity.

In addition to our debt issuances, we have taken a number of actions to improve liquidity. During 2020, our Board of Directors terminated its prior authorization to repurchase shares of the Company's outstanding common stock and suspended the declaration and/or payment of dividends until further notice. We have also reduced production rates in our commercial business to reflect the impact of COVID-19 on the industry. We are executing on our plans to reduce our workforce through a combination of voluntary and involuntary layoffs and natural turnover. We have recorded severance costs for approximately 23,000 employees, of which approximately 5,000 are expected to leave in the remainder of

2021. In the fourth quarter of 2020, we began using our common stock in lieu of cash to fund Company contributions to our 401(k) plans. In December 2020, in lieu of merit pay increases, we awarded most of our employees a one-time stock grant that will vest in three years. We have reduced discretionary spending, including reducing or deferring research and development and capital expenditures. We expect these actions will further enable the Company to conserve cash.

We are also working with our customers and supply chain to accelerate receipts and conserve cash. For example, the United States Department of Defense (U.S. DoD) has taken steps to work with its industry partners to increase liquidity in the form of increased progress payment rates and reductions in withholds among other initiatives. We also deferred certain tax payments pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

In July 2020, we announced our business transformation efforts to assess our business across five key pillars: infrastructure, overhead and organization, portfolio and investments, supply chain health and operational excellence. Within the infrastructure pillar we are assessing our overall facility requirements in light of reduced demand in our commercial businesses and remote and virtual work opportunities for large numbers of our workforce. We also anticipate a reduction in office space needs compared to our pre-COVID capacity. However, as we consolidate our footprint, terminate leases and dispose of properties, we may incur near term adverse impacts to earnings. The overhead and organization pillar is focused on our cost structure and how we are organized so we can right size our workforce and simplify and reduce management layers and bureaucracy. The portfolio and investments pillar includes aligning our portfolio and investments to focus on our core business and the changes in market conditions. The supply chain pillar is focused on supply chain health and stability, reducing indirect procurement spend and streamlining our transportation, logistics and warehousing approach. The operational excellence pillar is focused on improving performance, enhancing quality and reducing rework. These activities are not intended to constrain our capacity, but rather to enable the Company to emerge stronger and be more resilient when the market recovers.

Based on our current best estimates of market demand, planned production rates, timing of cash receipts and expenditures, our ability to successfully implement further actions to improve liquidity, as well as our ability to access additional liquidity, if needed, we believe it is probable that we will be able to fund our operations for the foreseeable future.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. We believe that the accounting estimates and assumptions are appropriate given the increased uncertainties surrounding the severity and duration of the impacts of the COVID-19 pandemic, however actual results could differ from those estimates.

Changes in estimated revenues, cost of sales and the related effect on operating income are recognized using a cumulative catch-up adjustment which recognizes in the current period the cumulative effect of the changes on current and prior periods based on a long-term contract's percentage-of-completion. When the current estimates of total sales and costs for a long-term contract indicate a loss, a provision for the entire reach-forward loss on the long-term contract is recognized.

Net cumulative catch-up adjustments to prior periods' revenue and earnings, including certain reach-forward losses, across all long-term contracts were as follows:

(In millions - except per share amounts)	**Three months ended March 31**	
	2021	2020
Increase/(decrease) to Revenue	**$7**	($434)
Increase to Loss from operations	**($176)**	($839)
Decrease to Diluted EPS	**($0.29)**	($0.63)

Note 2 – Earnings Per Share

Basic and diluted earnings per share are computed using the two-class method, which is an earnings allocation method that determines earnings per share for common shares and participating securities. The undistributed earnings are allocated between common shares and participating securities as if all earnings had been distributed during the period. Participating securities and common shares have equal rights to undistributed earnings.

Basic earnings per share is calculated by taking net earnings, less earnings available to participating securities, divided by the basic weighted average common shares outstanding.

Diluted earnings per share is calculated by taking net earnings, less earnings available to participating securities, divided by the diluted weighted average common shares outstanding.

The elements used in the computation of basic and diluted earnings per share were as follows:

(In millions - except per share amounts)	**Three months ended March 31**	
	2021	2020
Net loss attributable to Boeing Shareholders	**($537)**	($628)
Less: earnings available to participating securities		
Net loss available to common shareholders	**($537)**	($628)
Basic		
Basic weighted average shares outstanding	**585.4**	565.9
Less: participating securities	**0.4**	0.5
Basic weighted average common shares outstanding	**585.0**	565.4
Diluted		
Basic weighted average shares outstanding	**585.4**	565.9
Dilutive potential common shares[(1)]		
Diluted weighted average shares outstanding	**585.4**	565.9
Less: participating securities	**0.4**	0.5
Diluted weighted average common shares outstanding	**585.0**	565.4
Net loss per share:		
Basic	**($0.92)**	($1.11)
Diluted	**(0.92)**	(1.11)

(1) Diluted earnings per share includes any dilutive impact of stock options, restricted stock units, performance-based restricted stock units and performance awards.

As a result of incurring a net loss for the three months ended March 31, 2021 and 2020, potential common shares of 1.7 million and 2.3 million were excluded from diluted loss per share because the effect would have been antidilutive. In addition, the following table includes the number of shares that may

be dilutive potential common shares in the future. These shares were not included in the computation of diluted loss per share because the effect was either antidilutive or the performance condition was not met.

(Shares in millions)	**Three months ended March 31**	
	2021	2020
Performance awards	**2.6**	6.7
Performance-based restricted stock units	**0.7**	1.4
Restricted stock units	**1.4**	
Stock options	**0.2**	

Note 3 – Income Taxes

The first quarter of 2021 tax rate of 1.9% reflects a projected tax benefit from current operations substantially offset with discrete tax expenses impacting the quarter. The 2021 tax benefit reflects pre-tax losses that are generating a tax benefit at the 21% federal tax rate plus research and development tax credits. These tax benefits were offset by discrete tax expenses recorded in the first quarter of 2021 related to adjustments to the valuation allowance and CARES Act tax carryback benefits recorded in 2020. The 2020 tax rate includes tax benefits from the CARES Act enacted on March 27, 2020 that included a five-year net operating loss carryback provision which enabled us to benefit certain 2020 losses and re-measure certain deferred tax assets and liabilities at the former federal tax rate of 35%. The 2020 tax rate also includes research and development tax credits and excess tax benefits related to share-based payments.

As of March 31, 2021 and December 31, 2020, the Company had recorded valuation allowances of $3,192 and $3,094 primarily for certain federal deferred tax assets, state net operating loss carryforwards, and state tax credits. To measure the valuation allowance, the Company estimated in what year each of its deferred tax assets and liabilities would reverse using systematic and logical methods to estimate the reversal patterns. Based on these methods, deferred tax liabilities were assumed to reverse and generate taxable income over the next 5 to 10 years while deferred tax assets related to pension and other postretirement benefit obligations were assumed to reverse and generate tax deductions over the next 15 to 20 years. The valuation allowance primarily resulted from not having sufficient income from deferred tax liability reversals in the appropriate future periods to support the realization of certain deferred tax assets.

As of March 31, 2021, based on the estimated reversal patterns of the Company’s deferred tax assets and liabilities, it is more likely than not that the Company will realize the federal deferred tax assets generated in 2021 as there is sufficient projected income from reversals of deferred tax liabilities in the next five years.

Federal income tax audits have been settled for all years prior to 2018. The Internal Revenue Service (IRS) began the 2018-2019 federal tax audit in the first quarter of 2021. We are also subject to examination in major state and international jurisdictions for the 2007-2019 tax years. We believe appropriate provisions for all outstanding tax issues have been made for all jurisdictions and all open years.

Note 4 – Allowances for Losses on Financial Assets

The changes in allowances for expected credit losses for the three months ended March 31, 2021 and 2020 consisted of the following:

	Accounts receivable, net	Unbilled receivables, net	Other current assets, net	Customer financing, net	Other assets, net	Total
Balance at January 1, 2020	($138)	($81)	($38)	($5)	($75)	($337)
Changes in estimates	(29)	1	(10)			(38)
Write-offs	1					1
Balance at March 31, 2020	($166)	($80)	($48)	($5)	($75)	($374)
Balance at January 1, 2021	**($444)**	**($129)**	**($72)**	**($17)**	**($140)**	**($802)**
Changes in estimates	**10**	**(1)**	**(6)**		**(42)**	**(39)**
Write-offs	**1**					**1**
Balance at March 31, 2021	**($433)**	**($130)**	**($78)**	**($17)**	**($182)**	**($840)**

Note 5 – Inventories

Inventories consisted of the following:

	March 31 2021	December 31 2020
Long-term contracts in progress	**$913**	$823
Commercial aircraft programs	**71,008**	70,153
Commercial spare parts, used aircraft, general stock materials and other	**10,747**	10,739
Total	**$82,668**	$81,715

Commercial spare parts, used aircraft, general stock materials and other includes capitalized precontract costs of $571 at March 31, 2021 and $733 at December 31, 2020 primarily related to KC-46A Tanker and Commercial Crew. See Note 9.

Commercial Aircraft Programs

The increase in commercial aircraft programs inventory during 2021 reflects a continued buildup of 787 aircraft caused by 787 production issues and associated rework, which resulted in a significant reduction in 787 deliveries. This was partially offset by a decrease in 737 inventory reflecting the resumption of deliveries. Commercial aircraft programs inventory includes approximately 400 737 MAX aircraft and 100 787 aircraft at March 31, 2021 as compared with 425 737 MAX aircraft and 80 787 aircraft at December 31, 2020.

We are currently remarketing certain aircraft and may have to remarket additional aircraft in future periods. If we are unable to successfully remarket the aircraft, determine further production rate reductions are necessary, and/or contract the program accounting quantities, future earnings may be reduced and/or additional reach-forward losses may have to be recorded.

At March 31, 2021 and December 31, 2020, commercial aircraft programs inventory included the following amounts related to the 737 program: deferred production costs of $1,861 and $2,159 and unamortized tooling and other non-recurring costs of $632 and $480. At March 31, 2021, $2,391 of 737 deferred production costs, unamortized tooling and other non-recurring costs are expected to be recovered from units included in the program accounting quantity that have firm orders and $102 is expected to be recovered from units included in the program accounting quantity that represent expected future orders.

At March 31, 2021 and December 31, 2020, commercial aircraft programs inventory included the following amounts related to the 777X program: unamortized tooling and other non-recurring costs of $3,351 and $3,295. During the fourth quarter of 2020, we determined that estimated costs to complete the 777X program plus costs already included in 777X inventory exceed estimated revenues from the program. The resulting reach-forward loss of $6,493 was recorded as a reduction to deferred production costs. As a result, 777X deferred production costs were immaterial at March 31, 2021 and December 31, 2020. The level of profitability on the 777X program will be subject to a number of factors. These factors include continued market uncertainty, the impacts of COVID-19 on our production system as well as impacts on our supply chain and customers, further production rate adjustments for the 777X or other commercial aircraft programs, contraction of the accounting quantity and potential risks associated with the testing program and the timing of aircraft certification. One or more of these factors could result in additional reach-forward losses on the 777X program in future periods.

At March 31, 2021 and December 31, 2020, commercial aircraft programs inventory included the following amounts related to the 787 program: deferred production costs of $14,803 and $14,976, $1,795 and $1,865 of supplier advances, and $1,857 and $1,863 of unamortized tooling and other non-recurring costs. At March 31, 2021, $11,557 of 787 deferred production costs, unamortized tooling and other non-recurring costs are expected to be recovered from units included in the program accounting quantity that have firm orders and $5,103 is expected to be recovered from units included in the program accounting quantity that represent expected future orders.

Commercial aircraft programs inventory included amounts credited in cash or other consideration (early issue sales consideration) to airline customers totaling $3,114 and $2,992 at March 31, 2021 and December 31, 2020.

Note 6 – Contracts with Customers

Unbilled receivables increased from $7,995 at December 31, 2020 to $8,785 at March 31, 2021, primarily driven by revenue recognized at Defense, Space & Security (BDS) and Global Services (BGS) in excess of billings.

Advances and progress billings increased from $50,488 at December 31, 2020 to $50,908 at March 31, 2021, primarily driven by advances on orders received at Commercial Airplanes (BCA), BDS, and BGS, partially offset by revenue recognized and the return of customer advances at BCA.

Revenues recognized during the three months ended March 31, 2021 and 2020 from amounts recorded as Advances and progress billings at the beginning of each year were $4,718 and $3,790.

Note 7 – Customer Financing

Customer financing primarily relates to the Boeing Capital (BCC) segment and consisted of the following:

	March 31 2021	December 31 2020
Financing receivables:		
Investment in sales-type/finance leases	**$911**	$919
Notes	**417**	420
Total financing receivables	**1,328**	1,339
Operating lease equipment, at cost, less accumulated depreciation of $162 and $209	**677**	715
Gross customer financing	**2,005**	2,054
Less allowance for losses on receivables	**(17)**	(17)
Total	**$1,988**	$2,037

We acquire aircraft to be leased to customers through trades, lease returns, purchases in the secondary market, and new aircraft transferred from our BCA segment. Leasing arrangements typically range in terms from 1 to 12 years and may include options to extend or terminate the lease. Certain leases include provisions to allow the lessee to purchase the underlying aircraft at a specified price. A minority of leases contain variable lease payments based on actual aircraft usage and are paid in arrears.

We determine a receivable is impaired when, based on current information and events, it is probable that we will be unable to collect amounts due according to the original contractual terms. At March 31, 2021 and December 31, 2020, we individually evaluated for impairment customer financing receivables of $380 and $391, of which $380 and $380 were determined to be impaired. We recorded no allowance for losses on these impaired receivables as the collateral values exceeded the carrying values of the receivables.

We determine a receivable is past due when cash has not been received upon the due date specified in the contract. There were no past due customer financing receivables as of March 31, 2021. Customer financing receivables past due as of March 31, 2020 was $18.

We evaluate the collectability of customer financing receivables at commencement and on a recurring basis. If a customer financing receivable is deemed uncollectible, the customer is categorized as non-accrual status. When a customer is in non-accrual status at commencement, revenue is deferred until substantially all cash has been received or the customer is removed from non-accrual status. If a customer status changes to non-accrual after commencement and sufficient collateral is available, we recognize contractual interest income as payments are received to the extent payments exceed past due principal payments. If there is not sufficient collateral, then revenue is not recognized until payments exceed the principal balance. Receivables in non-accrual status as of March 31, 2021 and December 31, 2020 were $380. Interest income received for the three months ended March 31, 2021 and 2020 was $6 and $8.

The adequacy of the allowance for losses is assessed quarterly. The four primary factors influencing the level of our allowance for losses on customer financing receivables are customer credit ratings, default rates, expected loss rate and collateral values, each of which may be adversely affected by impacts that COVID-19 has on our customers. We assign internal credit ratings for all customers and determine the creditworthiness of each customer based upon publicly available information and information obtained directly from our customers. Our rating categories are comparable to those used by the major credit rating agencies.

Our financing receivable balances at March 31, 2021 by internal credit rating category and year of origination consisted of the following:

Rating categories	Current	2020	2019	2018	2017	Prior	Total
BBB						$254	$254
BB	$67	$131	$47	$15		139	399
B					$51	170	221
CCC		7	31		$240	176	454
Total carrying value of financing receivables	$67	$138	$78	$15	$291	$739	$1,328

At March 31, 2021, our allowance related to receivables with ratings of CCC, B, BB, and BBB. We applied default rates that averaged 25.4%, 6.8%, 2.9%, and 0.2%, respectively, to the exposure associated with those receivables.

Customer Financing Exposure

Customer financing is collateralized by security in the related asset. The value of the collateral is closely tied to commercial airline performance and overall market conditions and may be subject to reduced valuation with market decline. Certain collateral values are being adversely impacted by the changes in market conditions driven by the COVID-19 pandemic. Declines in collateral values could result in asset impairments, reduced finance lease income, and an increase in the allowance for losses. Our customer financing collateral is concentrated in out-of-production aircraft and 747-8 aircraft. Generally, out-of-production aircraft have experienced greater collateral value declines than in-production aircraft.

The majority of customer financing carrying values are concentrated in the following aircraft models:

	March 31 2021	December 31 2020
717 Aircraft ($73 and $98 accounted for as operating leases)	**$617**	$637
747-8 Aircraft ($120 and $121 accounted for as operating leases)	**479**	480
737 Aircraft ($209 and $214 accounted for as operating leases)	**229**	235
777 Aircraft ($216 and $216 accounted for as operating leases)	**223**	225
MD-80 Aircraft (accounted for as sales-type finance leases)	**170**	167
757 Aircraft ($0 and $4 accounted for as operating leases)	**139**	147
747-400 Aircraft ($19 and $19 accounted for as operating leases)	**70**	71

Lease income recorded in Revenue on the Condensed Consolidated Statements of Operations for the three months ended March 31, 2021 and 2020 included $13 and $15 from sales-type/finance leases, and $18 and $31 from operating leases, of which $2 and $1 related to variable operating lease payments. Profit at the commencement of sales-type leases was recorded in revenue for the three months ended March 31, 2021 and 2020 in the amount of $16 and $4.

Note 8 – Investments

Our investments, which are recorded in Short-term and other investments or Investments, consisted of the following:

	March 31 2021	December 31 2020
Equity method investments [(1)]	**$925**	$936
Time deposits	**14,187**	17,154
Available for sale debt instruments	**582**	596
Equity and other investments	**60**	85
Restricted cash & cash equivalents[(2)]	**87**	83
Total	**$15,841**	$18,854

(1) Dividends received were $5 and $33 during the three months ended March 31, 2021 and 2020.

(2) Reflects amounts restricted in support of our workers' compensation programs, employee benefit programs, and insurance premiums.

Allowance for losses on available for sale debt instruments are assessed quarterly. All instruments are considered investment grade and, as such, we have not recognized an allowance for credit losses as of March 31, 2021.

Note 9 – Commitments and Contingencies

737 MAX Grounding and COVID-19 Impacts

In 2019, following two fatal 737 MAX accidents, the Federal Aviation Administration (FAA) and non-U.S. civil aviation authorities issued orders suspending commercial operations of 737 MAX aircraft. Deliveries of the 737 MAX were suspended following these orders. Deliveries in the U.S. resumed in late 2020 following rescission by the FAA of its grounding order. In addition, several other non-U.S. civil aviation authorities, including the Brazilian National Civil Aviation Agency, Transport Canada, and the European Union Aviation Safety Agency (EASA) have subsequently approved return of operations, allowing us to resume deliveries in those jurisdictions. More than 165 countries have approved the resumption of 737 MAX operations. The 737 MAX remains grounded in certain non-U.S. jurisdictions, including China.

Multiple legal actions have been filed against us as a result of the accidents. In addition, we are fully cooperating with U.S. government investigations related to the accidents and the 737 MAX program, including an investigation by the Securities and Exchange Commission, the outcome of which may be material. Other than as described in Note 17 with respect to our entry during the first quarter into a Deferred Prosecution Agreement with the U.S. Department of Justice, we cannot reasonably estimate a range of loss, if any, not covered by available insurance that may result given the current status of the lawsuits, investigations and inquiries related to the 737 MAX.

In early April 2021, we notified the FAA that we recommended to operators that certain 737 MAX airplanes be temporarily removed from service to address issues that could affect the operation of the electrical power system. We are working with the FAA to finalize the required actions to address the issues and do not expect it to have a material financial impact on the 737 program.

In the first quarter of 2021, we delivered 58 aircraft, and we have assumed that the remaining non-U.S. regulatory approvals will occur and enable deliveries in all jurisdictions during 2021. We have approximately 400 airplanes in inventory as of March 31, 2021. A number of customers have requested to defer deliveries or to cancel orders for 737 MAX aircraft, and we are remarketing and/or delaying deliveries of certain aircraft included within inventory. We continue to expect to deliver about half of the 737 MAX aircraft in inventory as of December 31, 2020 by the end of 2021. In the event that we are unable to resume aircraft deliveries in certain non-U.S. jurisdictions consistent with our assumptions of regulatory approval timing, our expectation of delivery timing could be impacted.

We produced at abnormally low production rates in 2020 and expect to continue to do so through 2021. As a result, we expect to incur approximately $5 billion of abnormal production costs on a cumulative basis, which are being expensed as incurred. We expensed abnormal production costs of $2,567 during 2020 and $568 during the three months ended March 31, 2021.

In addition to impacts related to the 737 MAX accidents and subsequent grounding, the 737 program continues to be significantly impacted by the COVID-19 pandemic and its effect on aircraft demand. These impacts have contributed to the lower production and delivery rate assumptions described above. We continue to expect to gradually increase the production rate to 31 per month by early 2022, as well as implement further gradual production rate increases in subsequent periods based on market demand. The ongoing impacts of COVID-19 on market demand have also created significant uncertainty around the timing of deliveries of 737 MAX aircraft in inventory. We may need to recognize additional costs associated with remarketing and/or reconfiguring aircraft in inventory, which may reduce revenue and/or earnings in future periods.

We have also recorded additional expenses of $53 and $61 due to the 737 MAX grounding during the three months ended March 31, 2021 and 2020, including costs related to storage, inventory impairment, pilot training, and software updates.

The following table summarizes changes in the 737 MAX customer concessions and other considerations liability during the three months ended March 31, 2021 and 2020.

	2021	2020
Beginning balance – January 1	**$5,537**	$7,389
Reductions for payments made	**(1,172)**	(671)
Reductions for concessions and other in-kind considerations	**(25)**	(2)
Changes in estimates	**30**	(30)
Ending balance – March 31	**$4,370**	$6,686

We are working with our customers to minimize the impact to their operations from grounded and undelivered aircraft. We continue to reassess the liability for estimated potential concessions and other considerations to customers on a quarterly basis. This reassessment includes updating estimates to reflect revisions to return to service, delivery and production rate assumptions driven by timing of regulatory approvals, as well as latest information based on engagements with 737 MAX customers. The liability represents our current best estimate of future concessions and other considerations to customers, and is necessarily based on a series of assumptions. It is subject to change in future quarters as negotiations with customers mature and timing and conditions of return to service are better understood. The liability balance of $4.4 billion at March 31, 2021 includes $1.7 billion expected to be liquidated by lower customer delivery payments, $0.6 billion expected to be paid in cash and $0.2 billion in other concessions. Of the cash payments to customers, we expect to pay $0.3 billion in 2021 and $0.3 billion in 2022. The type of consideration to be provided for the remaining $1.9 billion will depend on the outcomes of negotiations with customers.

The 737 MAX remains grounded in certain non-U.S. jurisdictions. The civil aviation authorities in those jurisdictions will determine the timing and conditions of return to service. Our assumptions reflect our current best estimate, but actual timing and conditions of return to service and resumption of deliveries could differ from this estimate, the effect of which could be material. We are unable at this time to reasonably estimate potential future additional financial impacts or a range of loss, if any, due to continued uncertainties related to the timing and conditions of return to service in certain jurisdictions. For example, a significant portion of our 737 MAX inventory consists of aircraft scheduled to be delivered to customers based in China. If we are unable to resume deliveries to China consistent with our assumptions, or if further deterioration in trade relations between the U.S. and China results in unanticipated delivery delays, the continued absence in revenue, earnings, and cash flows associated with 737 MAX deliveries would materially and adversely impact our operating results. In addition, uncertainties related to the impacts of COVID-19 on our operations, supply chain and customers, future changes to the production rate, supply chain impacts, and/or the results of negotiations with particular customers, as well as any changes in our program estimates, could have a material adverse effect on our financial position, results of operations, and/or cash flows. In the event that future production rate increases occur at a slower rate or take longer than we are currently assuming, we expect that the growth in inventory and other cash flow impacts associated with production would decrease. However, while any prolonged production suspension or delays in planned production rate increases could mitigate the impact on our liquidity, it could significantly increase the overall expected costs to produce aircraft included in the accounting quantity, which would reduce 737 program margins and/or increase abnormal production costs in the future.

Commercial air traffic has fallen dramatically due to the COVID-19 pandemic. This trend has impacted passenger traffic most severely. While the pandemic caused a temporary shift in air cargo dynamics, we have seen air cargo traffic to return to positive growth in 2021 on economic recovery and strengthening trade. Airlines have significantly reduced their capacity, and many could implement further reductions in the near future. These capacity changes are causing, and are expected to continue to cause, negative impacts to our customers' revenue, earnings, and cash flow, and in some cases may threaten the future viability of some of our customers, potentially causing defaults within our customer financing portfolio and/or requiring us to remarket aircraft that have already been produced and/or are currently in backlog. If 737 MAX aircraft remain grounded for an extended period of time in certain non-U.S. jurisdictions, we may

experience additional reductions to backlog and/or significant order cancellations. Additionally, we may experience fewer new orders and increased cancellations across all of our commercial airplane programs as a result of the COVID-19 pandemic and associated impacts on demand. Our customers may also lack sufficient liquidity to purchase new aircraft due to impacts from the pandemic. We are also observing a significant increase in the number of requests for payment deferrals, contract modifications, lease restructurings and similar actions, and these trends may lead to additional earnings charges, impairments and other adverse financial impacts in our business over time. In addition, to the extent that customers have valid rights to cancel undelivered aircraft, we may be required to refund pre-delivery payments, putting additional constraints on our liquidity. There is risk that the industry implements longer-term strategies involving reduced capacity, shifting route patterns, and mitigation strategies related to impacts from COVID-19 and the risk of future public health crises. In addition, airlines may experience reduced demand due to reluctance by the flying public to travel.

We continue to expect commercial air travel to return to 2019 levels in 2023 to 2024. We expect it will take a few years beyond that for the industry to return to long-term trend growth. There is significant uncertainty with respect to when commercial air traffic levels will begin to recover, and whether and at what point capacity will return to and/or exceed pre-COVID-19 levels. The COVID-19 pandemic also has increased, and its aftermath is also expected to continue to increase, uncertainty with respect to global trade volumes, putting significant negative pressure on cargo traffic. Any of these factors would have a significant impact on the demand for both single-aisle and wide-body commercial aircraft, as well as for the services we provide to commercial airlines. In addition, a lengthy period of reduced industry-wide demand for commercial aircraft would put additional pressure on our suppliers, resulting in increased procurement costs and/or additional supply chain disruption. To the extent that the COVID-19 pandemic or its aftermath further impacts demand for our products and services or impairs the viability of some of our customers and/or suppliers, our financial condition, results of operations, and cash flows could be adversely affected, and those impacts could be material.

Environmental

The following table summarizes environmental remediation activity during the three months ended March 31, 2021 and 2020.

	2021	2020
Beginning balance – January 1	**$565**	$570
Reductions for payments made	**(13)**	(9)
Changes in estimates	**15**	7
Ending balance – March 31	**$567**	$568

The liabilities recorded represent our best estimate or the low end of a range of reasonably possible costs expected to be incurred to remediate sites, including operation and maintenance over periods of up to 30 years. It is reasonably possible that we may incur charges that exceed these recorded amounts because of regulatory agency orders and directives, changes in laws and/or regulations, higher than expected costs and/or the discovery of new or additional contamination. As part of our estimating process, we develop a range of reasonably possible alternate scenarios that includes the high end of a range of reasonably possible cost estimates for all remediation sites for which we have sufficient information based on our experience and existing laws and regulations. There are some potential remediation obligations where the costs of remediation cannot be reasonably estimated. At March 31, 2021 and December 31, 2020, the high end of the estimated range of reasonably possible remediation costs exceeded our recorded liabilities by $1,059 and $1,095.

Product Warranties

The following table summarizes product warranty activity recorded during the three months ended March 31, 2021 and 2020.

	2021	2020
Beginning balance – January 1	**$1,527**	$1,267
Additions for current year deliveries	**17**	23
Reductions for payments made	**(44)**	(82)
Changes in estimates	**234**	341
Ending balance – March 31	**$1,734**	$1,549

Commercial Aircraft Commitments

In conjunction with signing definitive agreements for the sale of new aircraft (Sale Aircraft), we have entered into trade-in commitments with certain customers that give them the right to trade in used aircraft at a specified price upon the purchase of Sale Aircraft. The probability that trade-in commitments will be exercised is determined by using both quantitative information from valuation sources and qualitative information from other sources. The probability of exercise is assessed quarterly, or as events trigger a change, and takes into consideration the current economic and airline industry environments. Trade-in commitments, which can be terminated by mutual consent with the customer, may be exercised only during the period specified in the agreement, and require advance notice by the customer.

Trade-in commitment agreements at March 31, 2021 have expiration dates from 2021 through 2028. At March 31, 2021 and December 31, 2020 total contractual trade-in commitments were $623 and $950. As of March 31, 2021 and December 31, 2020, we estimated that it was probable we would be obligated to perform on certain of these commitments with net amounts payable to customers totaling $400 and $599 and the fair value of the related trade-in aircraft was $400 and $580.

Financing Commitments

Financing commitments related to aircraft on order, including options and those proposed in sales campaigns, and refinancing of delivered aircraft, totaled $13,383 and $11,512 as of March 31, 2021 and December 31, 2020. The estimated earliest potential funding dates for these commitments as of March 31, 2021 are as follows:

	Total
April through December 2021	$2,166
2022	1,667
2023	3,839
2024	2,328
2025	1,934
Thereafter	1,449
	$13,383

As of March 31, 2021, all of these financing commitments relate to customers we believe have less than investment-grade credit. We have concluded that no reserve for future potential losses is required for these financing commitments based upon the terms, such as collateralization and interest rates, under which funding would be provided.

Funding Commitments

We have commitments to make additional capital contributions of $243 to joint ventures over the next six years.

Standby Letters of Credit and Surety Bonds

We have entered into standby letters of credit and surety bonds with financial institutions primarily relating to the guarantee of our future performance on certain contracts. Contingent liabilities on outstanding letters of credit agreements and surety bonds aggregated approximately $4,037 and $4,238 as of March 31, 2021 and December 31, 2020.

United States Government Defense Environment Overview

The Omnibus appropriations acts for FY21, enacted in December 2020, provided FY21 appropriations for government departments and agencies, including the U.S. DoD, the National Aeronautics and Space Administration (NASA) and the Federal Aviation Administration.

The enacted FY21 appropriations included funding for Boeing's major programs, such as the F/A-18 Super Hornet, F-15EX, CH-47 Chinook, AH-64 Apache, V-22 Osprey, KC-46A Tanker, P-8 Poseidon and Space Launch System.

On April 9, 2021, the Office of Management and Budget released the President's budget request for fiscal year 2022, which included $715 billion in funding for the Department of Defense and $24.7 billion in funding for NASA. Detailed budget documentation has not yet been released, so there continues to be uncertainty with respect to requested funding levels for individual programs. Future budget cuts or investment priority changes, including changes associated with the authorizations and appropriations process, could result in reductions, cancellations and/or delays of existing contracts or programs. Any of these impacts could have a material effect on our results of operations, financial position and/or cash flows.

BDS Fixed-Price Development Contracts

Fixed-price development work is inherently uncertain and subject to significant variability in estimates of the cost and time required to complete the work. BDS fixed-price contracts with significant development work include Commercial Crew, KC-46A Tanker, MQ-25, T-7A Red Hawk, VC-25B, and commercial and military satellites. The operational and technical complexities of these contracts create financial risk, which could trigger termination provisions, order cancellations or other financially significant exposure. Changes to cost and revenue estimates could result in lower margins or material charges for reach-forward losses. Moreover, our fixed-price development programs remain subject to additional reach-forward losses if we experience further production, technical or quality issues, schedule delays, or increased costs.

KC-46A Tanker

In 2011, we were awarded a contract from the U.S. Air Force (USAF) to design, develop, manufacture and deliver four next generation aerial refueling tankers. This Engineering, Manufacturing and Development (EMD) contract is a fixed-price incentive fee contract and involves highly complex designs and systems integration. Since 2016, the USAF has authorized seven low rate initial production (LRIP) lots for a total of 94 aircraft. The EMD contract and authorized LRIP lots are valued at approximately $19 billion as of March 31, 2021.

At March 31, 2021, we had approximately $268 of capitalized precontract costs and $180 of potential termination liabilities to suppliers.

Recoverable Costs on Government Contracts

Our final incurred costs for each year are subject to audit and review for allowability by the U.S. government, which can result in payment demands related to costs they believe should be disallowed. We work with the U.S. government to assess the merits of claims and where appropriate reserve for amounts disputed. If we are unable to satisfactorily resolve disputed costs, we could be required to record an earnings charge and/or provide refunds to the U.S. government.

Severance

The following table summarizes changes in the severance liability during 2021:

	2021
Beginning balance – January 1	**$283**
Reductions for payments made	**(48)**
Changes in estimates	**(75)**
Ending balance – March 31	**$160**

During 2020, the Company recorded severance costs for approximately 26,000 employees expected to leave the Company through a combination of voluntary and involuntary terminations. The severance packages are consistent with the Company's ongoing compensation and benefits plans. During the first quarter of 2021, we reduced the estimated number of employees expected to leave the Company through voluntary and involuntary terminations to approximately 23,000. As of March 31, 2021, our severance liability relates to approximately 5,000 employees expected to leave the Company in the remainder of 2021.

Note 10 – Arrangements with Off-Balance Sheet Risk

We enter into arrangements with off-balance sheet risk in the normal course of business, primarily in the form of guarantees.

The following table provides quantitative data regarding our third party guarantees. The maximum potential payments represent a "worst-case scenario," and do not necessarily reflect amounts that we expect to pay. Estimated proceeds from collateral and recourse represent the anticipated values of assets we could liquidate or receive from other parties to offset our payments under guarantees. The carrying amount of liabilities represents the amount included in Accrued liabilities.

	Maximum Potential Payments		Estimated Proceeds from Collateral/Recourse		Carrying Amount of Liabilities	
	March 31 2021	December 31 2020	**March 31 2021**	December 31 2020	**March 31 2021**	December 31 2020
Contingent repurchase commitments	**$1,452**	$1,452	**$1,452**	$1,452		
Credit guarantees	**90**	90	**32**	28	**$24**	$24

Contingent Repurchase Commitments The repurchase price specified in contingent repurchase commitments is generally lower than the expected fair value at the specified repurchase date. Estimated proceeds from collateral/recourse in the table above represent the lower of the contracted repurchase price or the expected fair value of each aircraft at the specified repurchase date.

Other Indemnifications In conjunction with our sales of Electron Dynamic Devices, Inc. and Rocketdyne Propulsion and Power businesses and our BCA facilities in Wichita, Kansas and Tulsa and McAlester, Oklahoma, we agreed to indemnify, for an indefinite period, the buyers for costs relating to pre-closing environmental conditions and certain other items. We are unable to assess the potential number of future claims that may be asserted under these indemnifications, nor the amounts thereof (if any). As a result, we cannot estimate the maximum potential amount of future payments under these indemnities and therefore, no liability has been recorded. To the extent that claims have been made under these indemnities and/or are probable and reasonably estimable, liabilities associated with these indemnities are included in the environmental liability disclosure in Note 9.

Credit Guarantees We have issued credit guarantees where we are obligated to make payments to a guaranteed party in the event that the original lessee or debtor does not make payments or perform certain specified services. Generally, these guarantees have been extended on behalf of guaranteed parties with less than investment-grade credit and are collateralized by certain assets. We record a liability for the fair value of guarantees and the expected contingent loss amount, which is reviewed quarterly. Current outstanding credit guarantees expire through 2036.

Note 11 – Debt

In the first quarter of 2021, we issued $9,825 of fixed rate senior notes consisting of $1,325 due February 4, 2023 that bear an annual interest rate of 1.167%, $3,000 due February 4, 2024 that bear an annual interest rate of 1.433%, and $5,500 due February 4, 2026 that bear an annual interest rate of 2.196%. The notes are unsecured senior obligations and rank equally in right of payment with our existing and future unsecured and unsubordinated indebtedness. The net proceeds of the issuance totaled $9,780, after deducting underwriting discounts, commissions, and offering expenses. We used the net proceeds of these note issuances to repay $9,825 outstanding under our two-year delayed draw term loan credit agreement. The remaining $4,000 of our two-year delayed draw term loan matures in February 2022.

In the first quarter of 2021, we entered into a $5,280 two-year revolving credit agreement. As of March 31, 2021, we have $14,753 currently available under credit line agreements, of which $3,073 expires in October 2021, $3,200 expires in October 2022, $5,280 expires in March 2023, and $3,200 expires in October 2024. The facility scheduled to expire in October 2021 has a one-year term out option that allows us to extend the maturity of any borrowings one additional year. We continue to be in full compliance with all covenants contained in our debt or credit facility agreements.

Note 12 – Postretirement Plans

The components of net periodic benefit (income)/cost for the three months ended March 31 were as follows:

	Pension		**Postretirement**	
	2021	2020	**2021**	2020
Service cost	**$1**		**$22**	$21
Interest cost	**498**	$614	**23**	36
Expected return on plan assets	**(966)**	(939)	**(2)**	(2)
Amortization of prior service credits	**(20)**	(20)	**(9)**	(9)
Recognized net actuarial loss/(gain)	**310**	258	**(17)**	(12)
Settlement loss	**1**			
Net periodic benefit (income)/cost	**($176)**	($87)	**$17**	$34
Net periodic benefit cost included in Loss from operations	**$1**		**$22**	$21
Net periodic benefit (income)/cost included in Other income, net	**(177)**	($87)	**(5)**	13
Net periodic benefit (income)/cost included in Loss before income taxes	**($176)**	($87)	**$17**	$34

Note 13 – Share-Based Compensation and Other Compensation Arrangements

Stock Options

On February 17, 2021, we granted 342,986 premium-priced stock options to our executive officers as part of our long-term incentive program. These stock options have an exercise price equal to 120% of the fair market value of our stock on the date of grant. The stock options are scheduled to vest and become exercisable three years after the grant date and expire ten years after the grant date. If an executive terminates employment because of retirement, layoff, disability, or death, the executive (or beneficiary) may receive some or all of their stock options depending on certain age and service conditions. The fair value of the stock options granted was $74.63 and was estimated using a Monte-Carlo simulation model using the following assumptions: expected life 6.6 years, expected volatility 37.8%, risk free interest rate 1.3% and no expected dividend yield.

Restricted Stock Units

On February 17, 2021, we granted 980,077 restricted stock units (RSU) to our executives as part of our long-term incentive program. The RSUs granted under this program have a grant date fair value of $215.70 per unit and are generally scheduled to vest and settle in common stock (on a one-for-one basis) three years after the grant date. If an executive terminates employment because of retirement, layoff, disability, or death, the executive (or beneficiary) may receive some or all of their stock units depending on certain age and service conditions.

Note 14 – Shareholders' Equity

Accumulated Other Comprehensive Loss

Changes in Accumulated other comprehensive income/(loss) (AOCI) by component for the three months ended March 31, 2021 and 2020 were as follows:

	Currency Translation Adjustments	Unrealized Gains and Losses on Certain Investments	Unrealized Gains and Losses on Derivative Instruments	Defined Benefit Pension Plans & Other Postretirement Benefits	Total [1]
Balance at January 1, 2020	($128)	$1	($84)	($15,942)	($16,153)
Other comprehensive (loss)/income before reclassifications	(77)		(275)		(352)
Amounts reclassified from AOCI			2	170 [2]	172
Net current period Other comprehensive (loss)/income	(77)		(273)	170	(180)
Balance at March 31, 2020	($205)	$1	($357)	($15,772)	($16,333)
Balance at January 1, 2021	**($30)**	**$1**	**($43)**	**($17,061)**	**($17,133)**
Other comprehensive (loss)/income before reclassifications	**(36)**		**11**	**2**	**(23)**
Amounts reclassified from AOCI			**(2)**	**206 [2]**	**204**
Net current period Other comprehensive (loss)/income	**(36)**		**9**	**208**	**181**
Balance at March 31, 2021	**($66)**	**$1**	**($34)**	**($16,853)**	**($16,952)**

[1] Net of tax.

[2] Primarily relates to amortization of actuarial losses for the three months ended March 31, 2021 and 2020 totaling $228 and $193 (net of tax of ($65) and ($53)). These are included in the net periodic pension cost.

Note 15 – Derivative Financial Instruments

Cash Flow Hedges

Our cash flow hedges include foreign currency forward contracts, commodity swaps and commodity purchase contracts. We use foreign currency forward contracts to manage currency risk associated with certain transactions, specifically forecasted sales and purchases made in foreign currencies. Our foreign currency contracts hedge forecasted transactions through 2025. We use commodity derivatives, such as fixed-price purchase commitments and swaps to hedge against potentially unfavorable price changes for items used in production. Our commodity contracts hedge forecasted transactions through 2029.

We continue to monitor the effects of the COVID-19 pandemic on our cash flow hedges, including reductions in our forecasted purchases of certain commodities. As of March 31, 2021, the impact of the COVID-19 pandemic on our cash flow hedges was not significant.

Derivative Instruments Not Receiving Hedge Accounting Treatment

We have entered into agreements to purchase and sell aluminum to address long-term strategic sourcing objectives and non-U.S. business requirements. These agreements are derivative instruments for accounting purposes. The quantities of aluminum in these agreements offset and are priced at prevailing market prices. We also hold certain foreign currency forward contracts and commodity swaps which do not qualify for hedge accounting treatment.

Notional Amounts and Fair Values

The notional amounts and fair values of derivative instruments in the Condensed Consolidated Statements of Financial Position were as follows:

	Notional amounts [1]		Other assets		Accrued liabilities	
	March 31 2021	December 31 2020	**March 31 2021**	December 31 2020	**March 31 2021**	December 31 2020
Derivatives designated as hedging instruments:						
Foreign exchange contracts	**$2,800**	$2,594	**$59**	$81	**($39)**	($24)
Commodity contracts	**416**	404	**16**	4	**(7)**	(43)
Derivatives not receiving hedge accounting treatment:						
Foreign exchange contracts	**832**	769	**22**	22	**(6)**	(16)
Commodity contracts	**889**	904	**1**		**(23)**	(17)
Total derivatives	**$4,937**	$4,671	**$98**	$107	**($75)**	($100)
Netting arrangements			**(37)**	(31)	**37**	31
Net recorded balance			**$61**	$76	**($38)**	($69)

[1] Notional amounts represent the gross contract/notional amount of the derivatives outstanding.

Gains/(losses) associated with our hedging transactions and forward points recognized in Other comprehensive income are presented in the following table:

	Three months ended March 31	
	2021	2020
Recognized in Other comprehensive income, net of taxes:		
Foreign exchange contracts	**($19)**	($197)
Commodity contracts	**30**	(78)

Gains/(losses) associated with our hedging transactions and forward points reclassified from AOCI to earnings are presented in the following table:

	Three months ended March 31	
	2021	2020
Foreign exchange contracts		
Revenues		($1)
Costs and expenses		(1)
General and administrative	**$3**	
Commodity contracts		
Costs and expenses	**(3)**	(1)
General and administrative expense	**2**	

Gains related to undesignated derivatives on foreign exchange and commodity cash flow hedging transactions recognized in Other income, net were insignificant for the three months ended March 31, 2021 and 2020.

Based on our portfolio of cash flow hedges, we expect to reclassify gains of $12 (pre-tax) out of Accumulated other comprehensive loss into earnings during the next 12 months.

We have derivative instruments with credit-risk-related contingent features. For foreign exchange and commodity contracts with original maturities of at least five years, our derivative counterparties could require settlement if we default on our five-year credit facility. For certain commodity contracts, our counterparties could require collateral posted in an amount determined by our credit ratings. The fair value of foreign exchange and commodity contracts that have credit-risk-related contingent features that are in a net liability position at March 31, 2021 was $2. At March 31, 2021, there was no collateral posted related to our derivatives.

Note 16 – Fair Value Measurements

The fair value hierarchy has three levels based on the reliability of the inputs used to determine fair value. Level 1 refers to fair values determined based on quoted prices in active markets for identical assets. Level 2 refers to fair values estimated using significant other observable inputs and Level 3 includes fair values estimated using significant unobservable inputs. The following table presents our assets and liabilities that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy.

	March 31, 2021			December 31, 2020		
	Total	**Level 1**	**Level 2**	Total	Level 1	Level 2
Assets						
Money market funds	**$2,219**	**$2,219**		$2,230	$2,230	
Available-for-sale debt investments:						
Commercial paper	**234**		**$234**	149		$149
Corporate notes	**257**		**257**	333		333
U.S. government agencies	**101**		**101**	114		114
Other equity investments	**30**	**30**		54	54	
Derivatives	**61**		**61**	76		76
Total assets	**$2,902**	**$2,249**	**$653**	$2,956	$2,284	$672
Liabilities						
Derivatives	**($38)**		**($38)**	($69)		($69)
Total liabilities	**($38)**		**($38)**	($69)		($69)

Money market funds, available-for-sale debt investments and equity securities are valued using a market approach based on the quoted market prices or broker/dealer quotes of identical or comparable instruments.

Derivatives include foreign currency and commodity contracts. Our foreign currency forward contracts are valued using an income approach based on the present value of the forward rate less the contract rate multiplied by the notional amount. Commodity derivatives are valued using an income approach based on the present value of the commodity index prices less the contract rate multiplied by the notional amount.

Certain assets have been measured at fair value on a nonrecurring basis using significant unobservable inputs (Level 3). The following table presents the nonrecurring losses recognized for the three months ended March 31 due to long-lived asset impairment and the fair value and asset classification of the related assets as of the impairment date:

	2021		2020	
	Fair Value	**Total Losses**	Fair Value	Total Losses
Customer financing assets	**$18**	**($9)**		
Investments		**(7)**	$52	($21)
Property, plant and equipment			36	(5)
Total	**$18**	**($16)**	$88	($26)

Investments and Property, plant and equipment were primarily valued using an income approach based on the discounted cash flows associated with the underlying assets. The fair value of the impaired customer financing assets is derived by calculating a median collateral value from a consistent group of third party aircraft value publications. The values provided by the third party aircraft publications are derived from their knowledge of market trades and other market factors. Management reviews the publications quarterly to assess the continued appropriateness and consistency with market trends.

Under certain circumstances, we adjust values based on the attributes and condition of the specific aircraft or equipment, usually when the features or use of the aircraft vary significantly from the more generic aircraft attributes covered by third party publications, or on the expected net sales price for the aircraft.

For Level 3 assets that were measured at fair value on a nonrecurring basis during the year ended March 31, 2021, the following table presents the fair value of those assets as of the measurement date, valuation techniques and related unobservable inputs of those assets.

	Fair Value	Valuation Technique(s)	Unobservable Input	Range Median or Average
Customer financing assets	$18	Market approach	Aircraft value publications	$15 - $24[1] Median $18
			Aircraft condition adjustments	($1) - $1[2] Net $0

(1) The range represents the sum of the highest and lowest values for all aircraft subject to fair value measurement, according to the third party aircraft valuation publications that we use in our valuation process.

(2) The negative amount represents the sum, for all aircraft subject to fair value measurement, of all downward adjustments based on consideration of individual aircraft attributes and condition. The positive amount represents the sum of all such upward adjustments.

Fair Value Disclosures

The fair values and related carrying values of financial instruments that are not required to be remeasured at fair value on the Condensed Consolidated Statements of Financial Position were as follows:

	March 31, 2021				
	Carrying Amount	**Total Fair Value**	**Level 1**	**Level 2**	**Level 3**
Assets					
Notes receivable, net	**$417**	**$481**		**$481**	
Liabilities					
Debt, excluding finance lease obligations	**(63,384)**	**(69,716)**		**(69,701)**	**($15)**

	December 31, 2020				
	Carrying Amount	Total Fair Value	Level 1	Level 2	Level 3
Assets					
Notes receivable, net	$420	$488		$488	
Liabilities					
Debt, excluding finance lease obligations	(63,380)	(72,357)		(72,342)	($15)

The fair values of notes receivable are estimated with discounted cash flow analysis using interest rates currently offered on loans with similar terms to borrowers of similar credit quality. The fair value of our debt that is traded in the secondary market is classified as Level 2 and is based on current market yields. For our debt that is not traded in the secondary market, the fair value is classified as Level 2 and is based on our indicative borrowing cost derived from dealer quotes or discounted cash flows. The fair values of our debt classified as Level 3 are based on discounted cash flow models using the implied yield from similar securities. With regard to other financial instruments with off-balance sheet risk, it is not practicable to estimate the fair value of our indemnifications and financing commitments because the amount and timing of those arrangements are uncertain. Items not included in the above disclosures include cash, restricted cash, time deposits and other deposits, commercial paper, money market funds, Accounts

receivable, Unbilled receivables, Other current assets, Accounts payable and long-term payables. The carrying values of those items, as reflected in the Condensed Consolidated Statements of Financial Position, approximate their fair value at March 31, 2021 and December 31, 2020. The fair value of assets and liabilities whose carrying value approximates fair value is determined using Level 2 inputs, with the exception of cash (Level 1).

Note 17 – Legal Proceedings

Various legal proceedings, claims and investigations related to products, contracts, employment and other matters are pending against us.

In addition, we are subject to various U.S. government inquiries and investigations from which civil, criminal or administrative proceedings could result or have resulted in the past. Such proceedings involve or could involve claims by the government for fines, penalties, compensatory and treble damages, restitution and/or forfeitures. Under government regulations, a company, or one or more of its operating divisions or subdivisions, can also be suspended or debarred from government contracts, or lose its export privileges, based on the results of investigations. Except as described below, we believe, based upon current information, that the outcome of any such legal proceeding, claim, or government dispute and investigation will not have a material effect on our financial position, results of operations, or cash flows. Where it is reasonably possible that we will incur losses in excess of recorded amounts in connection with any of the matters set forth below, we will disclose either the amount or range of reasonably possible losses in excess of such amounts or, where no such amount or range can be reasonably estimated, the reasons why no such estimate can be made.

Multiple legal actions have been filed against us as a result of the October 29, 2018 accident of Lion Air Flight 610 and the March 10, 2019 accident of Ethiopian Airlines Flight 302. Further, we are subject to, and cooperating with ongoing governmental and regulatory investigations and inquiries relating to the accidents and the 737 MAX, including an investigation by the Securities and Exchange Commission, the outcome of which may be material. Other than with respect to the agreement described below with the U.S. Department of Justice, we cannot reasonably estimate a range of loss, if any, not covered by available insurance that may result given the current status of the pending lawsuits, investigations, and inquiries related to the 737 MAX.

On January 6, 2021, we entered into a Deferred Prosecution Agreement with the U.S. Department of Justice that resolves the Department of Justice's previously disclosed investigation into us regarding the evaluation of the 737 MAX airplane by the Federal Aviation Administration. Under the terms of the Deferred Prosecution Agreement, we agreed to the filing of a criminal information charging the Company with one count of conspiracy to defraud the United States, based on the conduct of two former 737 MAX program technical pilots; the criminal information will be dismissed after three years, provided that we comply with our obligations under the agreement. The Deferred Prosecution Agreement requires that we make payments totaling $2.51 billion, which consist of (a) a $243.6 million criminal monetary penalty; (b) $500 million in additional compensation to the heirs and/or beneficiaries of those who died in the Lion Air Flight 610 and Ethiopian Airlines Flight 302 accidents; and (c) $1.77 billion to the Company's airline customers for harm incurred as a result of the grounding of the 737 MAX, offset in part by payments already made and the remainder satisfied through payments to be made prior to the termination of the Deferred Prosecution Agreement. The agreement also requires that we review our compliance program and undertake continuous improvement efforts with respect to it, and implement enhanced compliance reporting and internal controls mechanisms. We expensed $743.6 million in the fourth quarter of 2020 related to this agreement. During the first quarter, consistent with the terms of the Deferred Prosecution Agreement, the monetary penalty was paid, and the $500 million compensation amount was transferred to a fund established to benefit the heirs and/or beneficiaries of the victims of the 737 MAX accidents. In addition, the $1.77 billion amount related to the Company's airline customers was included in amounts reserved in prior quarters for 737 MAX customer considerations.

During 2019, we entered into agreements with Embraer S.A. (Embraer) to establish joint ventures that included the commercial aircraft and services operations of Embraer, of which we were expected to

acquire an 80 percent ownership stake for $4,200, as well as a joint venture to promote and develop new markets for the C-390 Millennium. In 2020, we exercised our contractual right to terminate these agreements based on Embraer's failure to meet certain required closing conditions. Embraer has disputed our right to terminate the agreements, and the dispute is currently in arbitration. We cannot reasonably estimate a range of loss, if any, that may result from the arbitration.

Note 18 – Segment and Revenue Information

Our primary profitability measurements to review a segment's operating results are Earnings/(loss) from operations and operating margins. We operate in four reportable segments: BCA, BDS, BGS, and BCC. All other activities fall within Unallocated items, eliminations and other. See page 6 for the Summary of Business Segment Data, which is an integral part of this note.

BCA develops, produces and markets commercial jet aircraft principally to the commercial airline industry worldwide. Revenue on commercial aircraft contracts is recognized at the point in time when an aircraft is completed and accepted by the customer.

BDS engages in the research, development, production and modification of the following products and related services: manned and unmanned military aircraft and weapons systems, surveillance and engagement, strategic defense and intelligence systems, satellite systems and space exploration. BDS revenue is generally recognized over the contract term (over time) as costs are incurred.

BGS provides parts, maintenance, modifications, logistics support, training, data analytics and information-based services to commercial and government customers worldwide. BGS segment revenue and costs include certain services provided to other segments. Revenue on commercial spare parts contracts is recognized at the point in time when a spare part is delivered to the customer. Revenue on other contracts is generally recognized over the contract term (over time) as costs are incurred.

BCC facilitates, arranges, structures and provides selective financing solutions for our customers.

The following tables present BCA, BDS and BGS revenues from contracts with customers disaggregated in a number of ways, such as geographic location, contract type and the method of revenue recognition. We believe these best depict how the nature, amount, timing and uncertainty of our revenues and cash flows are affected by economic factors.

BCA revenues by customer location consist of the following:

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Revenue from contracts with customers:		
Europe	**$873**	$1,970
Asia	**363**	1,159
Middle East	**129**	549
Other	**576**	311
Total non-U.S. revenues	**1,941**	3,989
United States	**2,353**	2,174
Estimated potential concessions and other considerations to 737 MAX customers, net	**(30)**	30
Total revenues from contracts with customers	**4,264**	6,193
Intersegment revenues eliminated on consolidation	**5**	12
Total segment revenues	**$4,269**	$6,205
Revenue recognized on fixed-price contracts	**100 %**	100 %
Revenue recognized at a point in time	**100 %**	100 %

BDS revenues on contracts with customers, based on the customer's location, consist of the following:

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Revenue from contracts with customers:		
U.S. customers	**$5,520**	$4,316
Non U.S. customers[(1)]	**1,665**	1,726
Total segment revenue from contracts with customers	**$7,185**	$6,042
Revenue recognized over time	**99 %**	99 %
Revenue recognized on fixed-price contracts	**70 %**	67 %
Revenue from the U.S. government[(1)]	**90 %**	89 %

(1) Includes revenues earned from foreign military sales through the U.S. government.

BGS revenues consist of the following:

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Revenue from contracts with customers:		
Commercial	**$1,625**	$2,523
Government	**2,070**	2,033
Total revenues from contracts with customers	**3,695**	4,556
Intersegment revenues eliminated on consolidation	**54**	72
Total segment revenues	**$3,749**	$4,628
Revenue recognized at a point in time	**43 %**	55 %
Revenue recognized on fixed-price contracts	**87 %**	89 %
Revenue from the U.S. government[(1)]	**43 %**	35 %

(1) Includes revenues earned from foreign military sales through the U.S. government.

Backlog

Our total backlog represents the estimated transaction prices on performance obligations to our customers for which work remains to be performed. Backlog is converted into revenue in future periods as work is performed, primarily based on the cost incurred or at delivery and acceptance of products, depending on the applicable accounting method.

Our backlog at March 31, 2021 was $363,853. We expect approximately 34% to be converted to revenue through 2022 and approximately 81% through 2025, with the remainder thereafter. There is significant uncertainty regarding the timing of when backlog will convert into revenue due to the 737 MAX grounding in non-U.S. jurisdictions, entry into service of the 777X, 737 MAX 7 and/or 737 MAX 10, and COVID-19 impacts.

Unallocated Items, Eliminations and other

Unallocated items, eliminations and other include common internal services that support Boeing's global business operations, intercompany guarantees provided to BCC and eliminations of certain sales between segments. Such sales include airplanes accounted for as operating leases and considered transferred to the BCC segment. We generally allocate costs to business segments based on the U.S. federal cost accounting standards. Components of Unallocated items, eliminations and other are shown in the following table.

	Three months ended March 31	
	2021	2020
Share-based plans	**($128)**	($18)
Deferred compensation	**(52)**	193
Amortization of previously capitalized interest	**(22)**	(23)
Research and development expense, net	**(42)**	(54)
Eliminations and other unallocated items	**(120)**	(271)
Unallocated items, eliminations and other	**($364)**	($173)
Pension FAS/CAS service cost adjustment	**$193**	$255
Postretirement FAS/CAS service cost adjustment	**77**	92
FAS/CAS service cost adjustment	**$270**	$347

Pension and Other Postretirement Benefit Expense

Pension costs, comprising GAAP service and prior service costs, are allocated to BCA and the commercial operations at BGS. Pension costs are allocated to BDS and BGS businesses supporting government customers using U.S. Government Cost Accounting Standards (CAS), which employ different actuarial assumptions and accounting conventions than GAAP. These costs are allocable to government contracts. Other postretirement benefit costs are allocated to business segments based on CAS, which is generally based on benefits paid. FAS/CAS service cost adjustment represents the difference between the FAS pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. Non-operating pension and postretirement expenses represent the components of net periodic benefit costs other than service cost. These expenses are included in Other income, net.

Assets

Segment assets are summarized in the table below:

	March 31 2021	December 31 2020
Commercial Airplanes	**$78,960**	$77,973
Defense, Space & Security	**15,315**	14,256
Global Services	**17,239**	17,399
Boeing Capital	**1,939**	1,978
Unallocated items, eliminations and other	**36,582**	40,530
Total	**$150,035**	$152,136

Assets included in Unallocated items, eliminations and other primarily consist of Cash and cash equivalents, Short-term and other investments, tax assets, capitalized interest and assets managed centrally on behalf of the four principal business segments and intercompany eliminations.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
The Boeing Company
Chicago, Illinois

Results of Review of Interim Financial Information

We have reviewed the accompanying condensed consolidated statement of financial position of The Boeing Company and subsidiaries (the “Company”) as of March 31, 2021, the related condensed consolidated statements of operations, comprehensive income, equity, and cash flows for the three-month periods ended March 31, 2021 and 2020, and the related notes (collectively referred to as the "condensed consolidated interim financial information"). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying condensed consolidated interim financial information for it to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (the "PCAOB"), the consolidated statement of financial position of the Company as of December 31, 2020, and the related consolidated statements of operations, comprehensive income, equity, and cash flows for the year then ended (not presented herein); and in our report dated February 1, 2021, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated statement of financial position as of December 31, 2020, is fairly stated, in all material respects, in relation to the consolidated statement of financial position from which it has been derived.

Basis for Review Results

This condensed consolidated interim financial information is the responsibility of the Company's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our reviews in accordance with standards of the PCAOB. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ Deloitte & Touche LLP

Chicago, Illinois

April 28, 2021

FORWARD-LOOKING STATEMENTS

This report contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as “may,” “should,” “expects,” “intends,” “projects,” “plans,” “believes,” “estimates,” “targets,” “anticipates” and similar expressions generally identify these forward-looking statements. Examples of forward-looking statements include statements relating to our future financial condition and operating results, as well as any other statement that does not directly relate to any historical or current fact.

Forward-looking statements are based on expectations and assumptions that we believe to be reasonable when made, but that may not prove to be accurate. These statements are not guarantees and are subject to risks, uncertainties and changes in circumstances that are difficult to predict. Many factors could cause actual results to differ materially and adversely from these forward-looking statements. Among these factors are risks related to:

(1) the COVID-19 pandemic and related industry impacts, including with respect to our operations and access to suppliers, our liquidity, the health of our customers and suppliers, and future demand for our products and services;

(2) the 737 MAX, including the timing and conditions of remaining 737 MAX regulatory approvals, lower than planned production rates and/or delivery rates, and increased considerations to customers and suppliers;

(3) general conditions in the economy and our industry, including those due to regulatory changes;

(4) our reliance on our commercial airline customers;

(5) the overall health of our aircraft production system, planned commercial aircraft production rate changes, our commercial development and derivative aircraft programs, and our aircraft being subject to stringent performance and reliability standards;

(6) changing budget and appropriation levels and acquisition priorities of the U.S. government;

(7) our dependence on U.S. government contracts;

(8) our reliance on fixed-price contracts;

(9) our reliance on cost-type contracts;

(10) uncertainties concerning contracts that include in-orbit incentive payments;

(11) our dependence on our subcontractors and suppliers as well as the availability of raw materials;

(12) changes in accounting estimates;

(13) changes in the competitive landscape in our markets;

(14) our non-U.S. operations, including sales to non-U.S. customers;

(15) threats to the security of our or our customers' information;

(16) potential adverse developments in new or pending litigation and/or government investigations;

(17) customer and aircraft concentration in our customer financing portfolio;

(18) changes in our ability to obtain debt financing on commercially reasonable terms and at competitive rates;

(19) realizing the anticipated benefits of mergers, acquisitions, joint ventures, strategic alliances or divestitures;

(20) the adequacy of our insurance coverage to cover significant risk exposures;

(21) potential business disruptions, including those related to physical security threats, information technology or cyber attacks, epidemics, sanctions or natural disasters;

(22) work stoppages or other labor disruptions;

(23) substantial pension and other postretirement benefit obligations; and

(24) potential environmental liabilities.

Additional information concerning these and other factors can be found in our filings with the Securities and Exchange Commission, including our most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. Any forward-looking information speaks only as of the date on which it is made, and we assume no obligation to update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise, except as required by law.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Consolidated Results of Operations and Financial Condition

Overview

The global outbreak of COVID-19 and the residual impacts of the 737 MAX grounding in 2019 continue to have significant adverse impacts on our business and are expected to continue to negatively impact revenue, earnings and operating cash flow in future quarters. They are also having a significant impact on our liquidity - see Liquidity Matters in Note 1 to our Condensed Consolidated Financial Statements for a further discussion of liquidity and additional actions we are taking in response to these challenges.

The COVID-19 pandemic has caused an unprecedented shock to demand for commercial air travel, creating a tremendous challenge for our customers, our business and the entire commercial aerospace manufacturing and services sectors. The latest International Air Transport Association (IATA) forecast projects recovery of passenger traffic in 2021 to approximately 43% of 2019 levels, as international markets see continued reopening challenges. However, global economic activity remains slow due to COVID-19, and governments continue to severely restrict travel to contain the spread of the virus. While recovery is gaining traction, we continue to expect that that it will remain slow and uneven as travel restrictions and varying regional travel protocols continue to impact air travel.

Generally, we expect domestic travel to recover faster than international travel. As a result, we expect the narrow-body market to recover faster than the wide-body market. Also, the pace of the commercial market recovery will be heavily dependent on COVID-19 infection rates, progress on vaccine distribution, and government travel and other restrictions on trade and commercial activity. Demand for dedicated freighters continues to be strong, underpinned by a strong recovery in global trade and overall air cargo growth. Overall cargo capacity remains challenged given the large impact that COVID-19 has had on international passenger operations, which also carry cargo.

Airline financial performance, which also plays a role in the demand for new capacity, has been adversely impacted by the COVID-19 pandemic. According to IATA, net losses for the airline industry are expected to be approximately $126 billion in 2020 and approximately $48 billion in 2021. Our customers are taking actions to combat the effects of the COVID-19 pandemic on the market by preserving liquidity. This comes in many forms such as deferrals of advances and other payments to suppliers, deferrals of deliveries, reduced spending on services, and, in some cases, cancellation of orders. We face a challenging environment in the near to medium term as airlines adjust to reduced traffic which in turn will lower demand for commercial aerospace products and services. The current environment is also affecting the financial viability of some airlines.

We continue to expect commercial air travel to return to 2019 levels in 2023 to 2024. We expect it will take a few years beyond that for the industry to return to long-term trend growth. To balance the supply and demand given the COVID-19 shock and to preserve our long-term potential and competitiveness, we have reduced the production rates of several of our Commercial Airplanes (BCA) programs. These rate decisions are based on our ongoing assessments of the demand environment and availability of aircraft financing. There is significant uncertainty with respect to when commercial air traffic levels will recover, and whether, and at what point, capacity will return to and/or exceed pre-COVID-19 levels. During the fourth quarter of 2020, we made adjustments to our estimates regarding timing of 777X entry into service. We now anticipate that the first 777X delivery will occur in late 2023. We will closely monitor the key factors that affect backlog and future demand for each of our commercial aircraft programs, including customers' evolving fleet plans, the wide-body replacement cycle and the cargo market. We will maintain a disciplined rate management process, and make adjustments as appropriate in the future. Notwithstanding the changes we have made to production rates, risk remains that further reductions will be required. Additionally, if we are unable to make timely deliveries of the large number of aircraft in inventory as of March 31, 2021, future revenues, earnings and cash flows will be adversely impacted.

The long-term outlook for the industry remains positive due to the fundamental drivers of air travel demand: economic growth, increasing propensity to travel due to increased trade, globalization, and improved airline services driven by liberalization of air traffic rights between countries. The shock from COVID-19 has reduced the near to medium term demand, but our Commercial Market Outlook forecast projects a 4% growth rate for passenger and cargo traffic over a 20 year period. Based on long-term global economic growth projections of 2.5% average annual GDP growth, we project demand for approximately 43,000 new airplanes over the next 20 years. The industry remains vulnerable to exogenous developments including fuel price spikes, credit market shocks, acts of terrorism, natural disasters, conflicts, epidemics, pandemics and increased global environmental regulations.

Deliveries of the 737 MAX resumed in the fourth quarter of 2020, when the Federal Aviation Administration (FAA) rescinded the order that grounded 737 MAX aircraft in the U.S. In addition, several other non-U.S. civil aviation authorities, including the Brazilian National Civil Aviation Agency, Transport Canada, and the European Union Aviation Safety Agency (EASA) have subsequently approved return of operations, allowing us to resume deliveries in those jurisdictions. More than 165 countries have approved the resumption of 737 MAX operations. Orders to suspend operations of 737 MAX aircraft from certain non-U.S. civil aviation authorities, including the Civil Aviation Administration of China, are still in effect. The grounding has had a significant adverse impact on our operations and creates significant uncertainty. We are focused on safely returning the 737 MAX to service for all of our customers.

At Global Services (BGS), we are seeing a direct impact on our commercial supply chain business as fewer flights and more aircraft retirements result in a decreased demand for our parts and logistics offerings. Additionally, our commercial customers are curtailing discretionary spending, such as modifications and upgrades and focusing on required maintenance. Similar to BCA, we expect a multi-year recovery period for the commercial services business. The demand outlook for our government services business, which in 2019 accounted for just under half of BGS revenue, remains stable.

At Defense, Space & Security (BDS), we continue to see a healthy market with solid demand for our major platforms and programs both domestically and internationally. However, we continue to experience near-term production disruptions and inefficiencies due to COVID-19 impacts.

We have implemented procedures to promote employee safety in our facilities, including more frequent and enhanced cleaning and adjusted schedules and work flows to support physical distancing. These actions have resulted, and will continue to result, in increased operating costs. In addition, a number of our suppliers have suspended or otherwise reduced their operations, and we are experiencing some supply chain shortages. Our suppliers are also experiencing liquidity pressures and disruptions to their operations as a result of COVID-19. We also continue to have large numbers of employees working from home. These measures and disruptions have reduced overall productivity and adversely impacted our financial position, results of operations, and cash flows. We expect further adverse impacts in future quarters.

In July 2020, we announced business transformation efforts to assess our business across five key pillars: infrastructure, overhead and organization, portfolio and investments, supply chain health and operational excellence. We continue to make progress across all five key pillars as we utilize a lower production rate environment to transform and improve our business processes. Within the infrastructure pillar we are assessing our overall facility requirements in light of reduced demand in our commercial businesses and remote and virtual work opportunities for large numbers of our workforce. The consolidation of the 787 production in South Carolina during the first quarter of 2021 is an example of this. We also anticipate a reduction of approximately 30% in office space needs compared to our pre-COVID capacity. During 2020 and 2021, we have made certain reductions to our footprint and are planning to implement further reductions in 2021 and over the next few years. However, as we consolidate our footprint, terminate leases and dispose of properties, we may incur near term adverse impacts to earnings. The overhead and organization pillar is focused on our cost structure and how we are organized so we can right size our workforce and simplify and reduce management layers and bureaucracy. We have recorded severance costs for approximately 23,000 employees, of which approximately 5,000 are expected to leave the Company in the remainder of 2021. The portfolio and investments pillar includes

aligning our portfolio and investments to focus on our core business and the changes in market conditions. Through our portfolio and investment prioritization, we are reducing research and development and capital expenditures. The supply chain pillar is focused on supply chain health and stability, reducing indirect procurement spend and streamlining our transportation, logistics and warehousing approach. We are reducing indirect spend, by reducing expenditures in areas such as freight and logistics, purchased services and others. The operational excellence pillar is focused on improving performance, enhancing quality and reducing rework. For example, our information technology teams are evaluating opportunities to form or expand strategic partnerships with vendors that allow us to simplify and optimize our operations, and reduce overall costs. These activities are not intended to constrain our capacity, but rather to enable the Company to emerge stronger and be more resilient when the market recovers. We expect that successful execution of these measures will improve near term liquidity and long term cost competitiveness.

Consolidated Results of Operations

The following table summarizes key indicators of consolidated results of operations:

(Dollars in millions, except per share data)	**Three months ended March 31**	
	2021	2020
Revenues	**$15,217**	$16,908
GAAP		
Loss from operations	**($83)**	($1,353)
Operating margins	**(0.5)%**	(8.0)%
Effective income tax rate	**1.9 %**	57.4 %
Net loss attributable to Boeing Shareholders	**($537)**	($628)
Diluted loss per share	**($0.92)**	($1.11)
Non-GAAP [(1)]		
Core operating loss	**($353)**	($1,700)
Core operating margins	**(2.3)%**	(10.1)%
Core loss per share	**($1.53)**	($1.70)

(1) These measures exclude certain components of pension and other postretirement benefit expense. See pages 52-53 for important information about these non-GAAP measures and reconciliations to the most comparable GAAP measures.

Revenues

The following table summarizes Revenues:

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Commercial Airplanes	**$4,269**	$6,205
Defense, Space & Security	**7,185**	6,042
Global Services	**3,749**	4,628
Boeing Capital	**60**	65
Unallocated items, eliminations and other	**(46)**	(32)
Total	**$15,217**	$16,908

Revenues for the three months ended March 31, 2021 decreased by $1,691 million compared with the same period in 2020 driven by lower revenues at BCA and BGS, partially offset by higher revenues at

BDS. BCA revenues decreased by $1,936 million due to lower 787 deliveries, partially offset by higher 737 MAX deliveries due to recertification and return to service in most jurisdictions. BDS revenues increased by $1,143 million primarily from higher revenue on the KC-46A Tanker program. BGS revenues decreased by $879 million primarily due to lower commercial services revenue driven by impacts of the COVID-19 pandemic. Revenues will continue to be significantly impacted until deliveries ramp up and the commercial airline industry recovers from the impacts of COVID-19.

Loss From Operations

The following table summarizes Loss from operations:

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Commercial Airplanes	**($856)**	($2,068)
Defense, Space & Security	**405**	(191)
Global Services	**441**	708
Boeing Capital	**21**	24
Segment operating earnings/(loss)	**11**	(1,527)
Pension FAS/CAS service cost adjustment	**193**	255
Postretirement FAS/CAS service cost adjustment	**77**	92
Unallocated items, eliminations and other	**(364)**	(173)
Loss from operations (GAAP)	**($83)**	($1,353)
FAS/CAS service cost adjustment *	**(270)**	(347)
Core operating loss (Non-GAAP) **	**($353)**	($1,700)

* The FAS/CAS service cost adjustment represents the difference between the FAS pension and postretirement service costs calculated under GAAP and costs allocated to the business segments.

** Core operating loss is a Non-GAAP measure that excludes the FAS/CAS service cost adjustment. See pages 52-53.

Loss from operations for the three months ended March 31, 2021 decreased by $1,270 million compared with the same period in 2020. BCA loss from operations decreased by $1,212 million due to higher 737 deliveries resulting from the 737 MAX recertification and lower period expenses. BDS earnings from operations were $405 million compared with a loss from operations of $191 million during the same period in 2020, primarily due to a $318 million charge on the VC-25B program in 2021 as compared with charges in 2020 of $827 million on the KC-46A Tanker program and $168 million on the VC-25B program. BGS earnings from operations decreased by $267 million primarily due to lower commercial services revenue. Lower commercial airplane deliveries and the COVID-19 pandemic will continue to have a significant adverse impact on future earnings and margins until deliveries ramp up and return to historical levels.

Core operating loss for the three months ended March 31, 2021 decreased by $1,347 million compared with the same period in 2020 primarily due to the changes described above.

Unallocated Items, Eliminations and Other

The most significant items included in Unallocated items, eliminations and other are shown in the following table:

(Dollars in millions)	Three months ended March 31	
	2021	2020
Share-based plans	**($128)**	($18)
Deferred compensation	**(52)**	193
Amortization of previously capitalized interest	**(22)**	(23)
Research and development expense, net	**(42)**	(54)
Eliminations and other unallocated items	**(120)**	(271)
Unallocated items, eliminations and other	**($364)**	($173)

Share-based plans expense for the three months ended March 31, 2021 increased by $110 million compared with the same period in 2020 primarily due to a one-time stock grant of Restricted Stock Units to most employees in December 2020 that will vest in three years. This grant was in lieu of a 2021 salary merit increase.

Deferred compensation expense for the three months ended March 31, 2021 increased by $245 million compared with income in the same period in 2020 primarily driven by broad market conditions and changes in our stock price.

Unallocated research and development expense for the three months ended March 31, 2021 decreased by $12 million compared with the same period in 2020 primarily due to decreased spending by Boeing NeXt on product development.

Net periodic pension benefit costs included in Loss from operations were as follows:

(Dollars in millions)	Three months ended March 31	
Pension Plans	**2021**	2020
Allocated to business segments	**($194)**	($255)
Pension FAS/CAS service cost adjustment	**193**	255
Net periodic benefit cost included in Loss from operations	**($1)**	$0

The pension FAS/CAS service cost adjustment recognized in Loss from operations during the three months ended March 31, 2021 decreased by $62 million compared with the same period in the prior year, primarily due to reductions in allocated pension cost year over year. The net periodic benefit cost included in Loss from operations during the three months ended March 31, 2021 and 2020 reflects the fact that nonunion and the majority of union employees have transitioned to company funded defined contribution retirement savings plans and do not generate ongoing Financial Accounting Standards (FAS) service costs.

For discussion related to Postretirement Plans, see Note 12 to our Condensed Consolidated Financial Statements.

Other Earnings Items

(Dollars in millions)	Three months ended March 31	
	2021	2020
Loss from operations	**($83)**	($1,353)
Other income, net	**190**	112
Interest and debt expense	**(679)**	(262)
Loss before income taxes	**(572)**	(1,503)
Income tax benefit	**11**	862
Net loss from continuing operations	**(561)**	(641)
Less: Net loss attributable to noncontrolling interest	**(24)**	(13)
Net loss attributable to Boeing Shareholders	**($537)**	($628)

Other income, net increased by $78 million during the three months ended March 31, 2021, primarily due to higher non-operating pension income. Non-operating pension income was $177 million during the three months ended March 31, 2021 compared with $87 million during the same period in 2020, primarily due to higher expected return on plan assets and lower interest cost, partially offset by higher amortization of actuarial losses. Non-operating postretirement income was $5 million during the three months ended March 31, 2021 compared with $13 million of expense during the same period in 2020.

Higher Interest and debt expense for the three months ended March 31, 2021 is primarily a result of higher debt balances.

For discussion related to Income Taxes, see Note 3 to our Condensed Consolidated Financial Statements.

Total Costs and Expenses ("Cost of Sales")

Cost of sales, for both products and services, consists primarily of raw materials, parts, sub-assemblies, labor, overhead and subcontracting costs. Our BCA segment predominantly uses program accounting to account for cost of sales. Under program accounting, cost of sales for each commercial airplane program equals the product of (i) revenue recognized in connection with customer deliveries and (ii) the estimated cost of sales percentage applicable to the total remaining program. For long-term contracts, the amount reported as cost of sales is recognized as incurred. Substantially all contracts at our BDS segment and certain contracts at our BGS segment are long-term contracts with the U.S. government and other customers that generally extend over several years. Costs on these contracts are recorded as incurred. Cost of sales for commercial spare parts is recorded at average cost.

The following table summarizes cost of sales:

(Dollars in millions)	Three months ended March 31		
	2021	2020	Change
Cost of sales	**$13,808**	$16,768	($2,960)
Cost of sales as a % of Revenues	**90.7 %**	99.2 %	(8.5 %)

Cost of sales for the three months ended March 31, 2021 decreased by $2,960 million, or 18% compared with the same period in 2020, primarily due to lower revenue at BCA and BGS, lower period expense at BCA and KC-46A Tanker charges recorded at BDS in 2020. Cost of sales as a percentage of Revenues decreased during the three months ended March 31, 2021 compared with the same period in 2020 primarily due to lower period expense at BCA and KC-46A Tanker charges recorded at BDS in 2020.

Research and Development

The following table summarizes our Research and development expense:

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Commercial Airplanes	**$269**	$425
Defense, Space & Security	**163**	163
Global Services	**25**	30
Other	**42**	54
Total	**$499**	$672

Research and development expense decreased by $173 million during the three months ended March 31, 2021 compared to the same period in 2020, primarily due to lower spending at BCA on 777X and product development.

Backlog

(Dollars in millions)	**March 31 2021**	December 31 2020
Commercial Airplanes	**$282,621**	$281,588
Defense, Space & Security	**61,269**	60,847
Global Services	**19,614**	20,632
Unallocated items, eliminations and other	**349**	337
Total Backlog	**$363,853**	$363,404
Contractual backlog	**$341,692**	$339,309
Unobligated backlog	**22,161**	24,095
Total Backlog	**$363,853**	$363,404

Contractual backlog of unfilled orders excludes purchase options, announced orders for which definitive contracts have not been executed, and unobligated U.S. and non-U.S. government contract funding. The increase during the three months ended March 31, 2021 was primarily due to orders in excess of deliveries, changes in price escalation, and changes in orders that in our assessment do not meet the accounting requirements of Accounting Standards Codification (ASC) 606 for inclusion in backlog, partially offset by cancellations. During 2019 and 2020, we received fewer new 737 MAX orders than we were receiving prior to the grounding. If 737 MAX aircraft remain grounded in certain jurisdictions for an extended period of time and/or if entry into service of the 777X, 737 MAX 7 and/or 737 MAX 10 is further delayed, we may experience additional reductions to backlog and/or significant order cancellations. Additionally, we may continue to experience fewer new orders and increased cancellations across all of our commercial airplane programs as a result of the COVID-19 pandemic and associated impacts on demand.

Unobligated backlog includes U.S. and non-U.S. government definitive contracts for which funding has not been authorized. The decrease during the three months ended March 31, 2021 was primarily due to reclassifications to contractual backlog related to BGS and BDS contracts, partially offset by contract awards.

Additional Considerations

Global Trade We continually monitor the global trade environment in response to geopolitical economic developments, as well as changes in tariffs, trade agreements, or sanctions that may impact the Company.

The global economy continues to experience significant adverse impacts due to the COVID-19 pandemic, including a decline in overall trade in general and in aerospace in particular. There is a great deal of uncertainty regarding the duration, scale, and localization of these impacts to the global economy and governments are enacting a wide range of responses to mitigate the unfolding economic impacts. We are closely monitoring the current impact and potential future economic consequences of COVID-19 to the global economy, the aerospace sector, and our Company. These adverse economic impacts have resulted in fewer orders than previously anticipated for our commercial aircraft.

China is a significant market for commercial airplanes and represents a significant component of our commercial airplanes backlog. Since 2018, the U.S. and China imposed an escalating series of tariffs on each other's imports. Certain aircraft parts and components that Boeing procures are subject to these tariffs. The U.S. and China entered into a Phase I agreement in January 2020. However, implementation of this agreement is incomplete and overall diplomatic relations between the U.S. and China have deteriorated. We continue monitoring developments for potential adverse impacts to the Company.

Beginning in June 2018, the U.S. Government has imposed tariffs on steel and aluminum imports. In response to these tariffs, several major U.S. trading partners have imposed, or announced their intention to impose, tariffs on U.S. goods. In May 2019, the U.S. Government, Mexico and Canada reached an agreement to end the steel and aluminum tariffs between these countries. Implementation of the U.S./Mexico/Canada Free Trade Agreement (USMCA) will also result in lower tariffs. We continue to monitor the potential for any extra costs that may result from the remaining global tariffs.

The U.S. Government continues to impose and/or consider imposing sanctions on certain businesses and individuals in Russia. Although our operations or sales in Russia have not been impacted to date, we continue to monitor additional sanctions that may be imposed by the U.S. Government and any responses from Russia that could affect our supply chain, business partners or customers.

The U.S. and European Union (EU) have been engaged in two long-running disputes at the World Trade Organization (WTO) relating to large civil aircraft. As part of those disputes, in October 2019, the WTO authorized the U.S. to impose approximately $7.50 billion in annual tariffs on EU products in connection with the EU's provision of eight instances of launch aid subsidies to Airbus. Following this authorization, the U.S. began to impose 15% tariffs on new Airbus airplanes imported into the U.S. as well as fuselages that Airbus manufactures in Europe and imports into the U.S. In October 2020, the WTO authorized the EU to impose approximately $3.99 billion in annual tariffs on U.S. products in connection with a tax incentive used by Boeing in Washington state that has since been repealed. Shortly thereafter, the EU began to impose 15% tariffs on Boeing airplanes imported into the EU. In March 2021, the U.S. and EU agreed to suspend both sets of tariffs until July 11, 2021, at which point the tariffs are set to automatically return if the parties have not reached a resolution or otherwise extend the suspension.

We will continue to evaluate the status of ongoing negotiations among the parties, as well as work with our customers on the possible impact of these tariffs should they be reinstated, as we continue to expect deliveries to European customers to increase in 2021 as compared to 2020.

Segment Results of Operations and Financial Condition

Commercial Airplanes

Business Environment and Trends

See Overview to Management's Discussion and Analysis of Financial Condition and Results of Operations for a discussion of the impacts of COVID-19 on the airline industry environment.

Results of Operations

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Revenues	**$4,269**	$6,205
Loss from operations	**($856)**	($2,068)
Operating margins	**(20.1)%**	(33.3)%

Revenues

BCA revenues decreased by $1,936 million for the three months ended March 31, 2021 compared with the same period in 2020 primarily due to lower 787 deliveries, partially offset by higher 737 MAX deliveries due to recertification and return to service in most jurisdictions.

While we resumed deliveries of 737 MAX aircraft in December 2020, the 737 MAX grounding is still in effect in certain non-U.S. jurisdictions. Revenues will continue to be significantly impacted until deliveries ramp up and the commercial airline industry recovers from the impacts of COVID-19.

Commercial airplane deliveries, including intercompany deliveries, were as follows:

	737	*	**747**	**767**	*	**777**	**787**	**Total**
Deliveries during the first three months of 2021	63	(5)	1	5	(1)	6	2	77
Deliveries during the first three months of 2020	5	(3)		10	(5)	6	29	50
Cumulative deliveries as of 3/31/2021	7,545		1,561	1,211		1,659	994	
Cumulative deliveries as of 12/31/2020	7,482		1,560	1,206		1,653	992	

* Intercompany deliveries identified by parentheses.

Loss From Operations

BCA loss from operations was $856 million for three months ended March 31, 2021 compared with $2,068 million in the same period in 2020. The variance of $1,212 million reflects higher 737 deliveries resulting from the 737 MAX recertification and lower period expense. Period expense for the three months ended March 31, 2021 included $568 million of abnormal production costs related to 737 MAX. Period expense for the for the three months ended March 31, 2020, included $797 million of abnormal production costs related to 737 MAX, $137 million of abnormal production costs from the temporary suspension of Puget Sound operations in response to COVID-19, and a $336 million charge related to 737NG frame fitting component repair costs. Lower research and development spending also contributed to the favorable year over year variance.

Lower commercial airplane deliveries and the COVID-19 pandemic will continue to have a significant adverse impact on future earnings and margins until deliveries ramp up and return to historical levels.

Backlog

Our total backlog represents the estimated transaction prices on unsatisfied and partially satisfied performance obligations to our customers where we believe it is probable that we will collect the consideration due and where no contingencies remain before we and the customer are required to perform. Backlog does not include prospective orders where customer controlled contingencies remain, such as the customer receiving approval from its board of directors, shareholders or government or completing financing arrangements. All such contingencies must be satisfied or have expired prior to recording a new firm order even if satisfying such conditions is highly certain. Backlog excludes options and Boeing Capital (BCC) orders. A number of our customers may have contractual remedies, including rights to reject individual airplane deliveries if the actual delivery date is significantly later than the contractual delivery date. We address customer claims and requests for other contractual relief as they arise. The value of orders in backlog is adjusted as changes to price and schedule are agreed to with customers and is reported in accordance with the requirements of Topic 606.

BCA total backlog increased from $281,588 million as of December 31, 2020 to $282,621 million at March 31, 2021 reflecting new orders in excess of deliveries, changes in projected price escalation and changes in orders that in our assessment do not meet the accounting requirements of ASC 606 for inclusion in backlog, partially offset by aircraft order cancellations. Aircraft order cancellations during the three months ended March 31, 2021 totaled $13,540 million and primarily relate to 737 MAX and 787 aircraft. ASC 606 adjustments for the three months ended March 31, 2021 resulted in an increase to backlog of $1,932 million primarily due to 777X aircraft, partially offset by 737 MAX aircraft. The ASC 606 adjustments include aircraft orders where a customer controlled contingency now exists, as well as orders where we can no longer assert that the customer is committed to perform or that it is probable that the customer will pay the full amount of consideration when it is due. If 737 MAX aircraft remain grounded in certain jurisdictions for an extended period of time and/or if entry into service of the 777X, 737 MAX 7 and/or 737 MAX 10 is further delayed, we may experience additional reductions to backlog and/or significant order cancellations. Additionally, we may continue to experience fewer new orders and increased cancellations across all of our commercial airplane programs as a result the COVID-19 pandemic and associated impacts on demand.

Accounting Quantity

The following table provides details of the accounting quantities and firm orders by program. Cumulative firm orders represent the cumulative number of commercial jet aircraft deliveries plus undelivered firm orders. Firm orders include military derivative aircraft that are not included in program accounting quantities. All revenues and costs associated with military derivative aircraft production are reported in the BDS segment.

			Program				
As of 3/31/2021	**737**	**747**	**767**	**777**	**777X**	**787**	†
Program accounting quantities	**10,200**	**1,574**	**1,207**	**1,700**	**350**	**1,500**	
Undelivered units under firm orders	**3,240**	**12**	**97**	**35**	**228**	**442**	(22)
Cumulative firm orders	**10,785**	**1,573**	**1,308**	**1,694**	**228**	**1,436**	

As of 12/31/2020	737	747	767	777	777X	787	†
Program accounting quantities	10,000	1,574	1,207	1,700	350	1,500	
Undelivered units under firm orders	3,282	8	75	41	191	458	(22)
Cumulative firm orders	10,764	1,568	1,281	1,694	191	1,450	

† Aircraft ordered by BCC are identified in parentheses.

Program Highlights

737 Program The accounting quantity for the 737 program increased by 200 units during the first quarter of 2021 due to the program's progress of obtaining additional orders and delivering airplanes. See further discussion of the 737 MAX Grounding and COVID-19 Impacts in Note 9 to our Condensed Consolidated Financial Statements.

747 Program We are currently producing at a rate of 0.5 aircraft per month. We will complete production of the 747 in 2022. We believe that ending production of the 747 will not have a material impact on our financial position, results of operations or cash flows.

767 Program The 767 assembly line includes the commercial program and a derivative to support the tanker program. The commercial program has near breakeven gross margins. We are currently producing at a rate of 3 aircraft per month.

777 and 777X Programs There were no changes to the accounting quantities for the 777 and 777X programs during the first quarter of 2021. The production rate expectation for the combined 777/777X program remains at 2 per month in 2021.

In 2013, we launched the 777X-8 and 777X-9, which feature new composite wings, new engines and folding wing-tips. The first flight of the 777X was completed during the first quarter of 2020. We continue to anticipate that the first 777X delivery will occur in late 2023. We recorded a $6.5 billion reach-forward loss on the 777X program in the fourth quarter of 2020. We did not record an increase to the reach-forward loss in the first quarter of 2021.

The 777X fourth quarter revised schedule and reach-forward loss reflected a number of factors, including an updated assessment of global certification requirements informed by continued discussions with regulators and a management decision in the fourth quarter of 2020 to make modifications to the aircraft’s design, an updated assessment of COVID-19 impacts on market demand, and discussions with our customers with respect to aircraft delivery timing. These factors resulted in adjustments to production rates and the program accounting quantity, increased change incorporation costs, and associated customer and supply chain impacts.

The timing of the certification will ultimately be determined by the regulators, and further determinations with respect to anticipated certification requirements could result in additional delays in entry into service and/or additional cost increases.

The level of profitability on the 777X program will be subject to a number of factors. These factors include continued market uncertainty, the impacts of COVID-19 on our production system as well as impacts on our supply chain and customers, customer negotiations, further production rate adjustments for the 777X or other commercial aircraft programs, contraction of the accounting quantity and potential risks associated with the testing program and the timing of aircraft certification. One or more of these factors could result in additional reach-forward losses on the 777X program in future periods.

787 Program During 2020, we experienced significant reductions in deliveries due to the impacts of COVID-19 on our customers as well as production issues and associated rework. We have expanded the scope of production inspections, and those inspections and associated rework have and continue to delay scheduled deliveries and are resulting in additional 787 aircraft in inventory. At December 31, 2020, we had approximately 80 787 aircraft in inventory. Deliveries resumed in March 2021 and two aircraft were delivered in the first quarter of 2021, resulting in approximately 100 aircraft in inventory at March 31, 2021. The majority of the aircraft remaining in inventory are expected to be delivered by the end of 2021. We continue to work with customers to facilitate deliveries. We are implementing changes in the production process designed to ensure that newly-built airplanes meet our specifications and do not require further inspections. Due to the impacts of COVID-19 on customer demand, we are now producing at a rate of 5 per month. During the first quarter of 2021, we consolidated 787 production in South Carolina, in line with our previous assumptions, which did not have a significant financial impact on the program. The 787 program has near breakeven gross margins due to the reductions in the production

rates and the reduction in the program accounting quantity driven by the impacts of COVID-19 on customer demand. China is a significant market for the 787 program, and if the program is unable to obtain orders from China in future quarters, we may be required to adjust production rate assumptions. If we are required to further reduce the accounting quantity and/or production rates, experience further delivery delays, or experience other factors that could result in lower margins, the program could record a reach-forward loss in future periods.

Additional Considerations

The development and ongoing production of commercial aircraft is extremely complex, involving extensive coordination and integration with suppliers and highly-skilled labor from employees and other partners. Meeting or exceeding our performance and reliability standards, as well as those of customers and regulators, can be costly and technologically challenging. In addition, the introduction of new aircraft and derivatives, such as the 777X and 737 MAX derivatives, involves increased risks associated with meeting development, production and certification schedules. These challenges include increased global regulatory scrutiny of all development aircraft in the wake of the 737 MAX accidents. As a result, our ability to deliver aircraft on time, satisfy performance and reliability standards and achieve or maintain, as applicable, program profitability is subject to significant risks. Factors that could result in lower margins (or a material charge if an airplane program has or is determined to have reach-forward losses) include the following: changes to the program accounting quantity, customer and model mix, production costs and rates, changes to price escalation factors due to changes in the inflation rate or other economic indicators, performance or reliability issues involving completed aircraft, capital expenditures and other costs associated with increasing or adding new production capacity, learning curve, additional change incorporation, achieving anticipated cost reductions, the addition of regulatory requirements in connection with certification in one or more jurisdictions, flight test and certification schedules, costs, schedule and demand for new airplanes and derivatives and status of customer claims, supplier claims or assertions and other contractual negotiations. While we believe the cost and revenue estimates incorporated in the consolidated financial statements are appropriate, the technical complexity of our airplane programs creates financial risk as additional completion costs may become necessary or scheduled delivery dates could be extended, which could trigger termination provisions, order cancellations or other financially significant exposure.

Defense, Space & Security

Business Environment and Trends

United States Government Defense Environment Overview

The Omnibus appropriations acts for fiscal year 2021 (FY21), enacted in December 2020, provided FY21 appropriations for government departments and agencies, including the United States Department of Defense (U.S. DoD), the National Aeronautics and Space Administration (NASA) and the Federal Aviation Administration.

The enacted FY21 appropriations included funding for Boeing's major programs, such as the F/A-18 Super Hornet, F-15EX, CH-47 Chinook, AH-64 Apache, V-22 Osprey, KC-46A Tanker, P-8 Poseidon and Space Launch System.

On April 9, 2021, the Office of Management and Budget released the President's budget request for fiscal year 2022, which included $715 billion in funding for the Department of Defense and $24.7 billion in funding for NASA. Detailed budget documentation has not yet been released, so there continues to be uncertainty with respect to requested funding levels for individual programs. Future budget cuts or investment priority changes, including changes associated with the authorizations and appropriations process, could result in reductions, cancellations and/or delays of existing contracts or programs. Any of these impacts could have a material effect on our results of operations, financial position and/or cash flows.

Results of Operations

(Dollars in millions)	Three months ended March 31	
	2021	2020
Revenues	**$7,185**	$6,042
Earnings/(loss) from operations	**$405**	($191)
Operating margins	**5.6 %**	(3.2)%

Since our operating cycle is long-term and involves many different types of development and production contracts with varying delivery and milestone schedules, the operating results of a particular period may not be indicative of future operating results. In addition, depending on the customer and their funding sources, our orders might be structured as annual follow on contracts, or as one large multi-year order or long-term award. As a result, period-to-period comparisons of backlog are not necessarily indicative of future workloads. The following discussions of comparative results among periods should be viewed in this context.

Deliveries of units for new-build production aircraft, including remanufactures and modifications, were as follows:

	Three months ended March 31	
	2021	2020
F/A-18 Models	**4**	5
F-15 Models	**3**	
CH-47 Chinook (New)	**3**	9
CH-47 Chinook (Renewed)	**3**	1
AH-64 Apache (New)	**9**	2
AH-64 Apache (Remanufactured)	**15**	14
P-8 Models	**3**	3
KC-46A Tanker	**2**	5
Total	**42**	39

Revenues

BDS revenues for the three months ended March 31, 2021 increased by $1,143 million compared with the same period in 2020, primarily from higher revenue on the KC-46A Tanker program due to new orders for 27 aircraft received during the quarter and the absence of charges related to the tanker program in 2021, which reduced revenue in 2020. Lower net unfavorable cumulative contract catch-up adjustments increased revenue for the three months ended March 31, 2021 by $386 million compared with the same period in 2020.

Earnings/(loss) From Operations

BDS earnings from operations for the three months ended March 31, 2021 of $405 million compared with a loss of $191 million the same period in 2020 largely due to the absence of charges related to the tanker program. The loss in the first quarter of 2020 was primarily due to KC-46A Tanker charges of $827 million and charges of $168 million related to VC-25B. Earnings for the three months ended March 31, 2021 included an increase to the reach-forward loss on VC-25B of $318 million which is largely due to COVID-19 impacts and performance issues at a key supplier.

The net unfavorable cumulative contract catch-up adjustments for the three months ended March 31, 2021, were $614 million lower than the comparable period in the prior year largely due to earnings charges in the first quarter of 2020.

BDS earnings from operations includes equity earnings of $7 million for the three months ended March 31, 2021 compared with $37 million for the same period in 2020, reflecting lower earnings from our United Launch Alliance joint venture.

Backlog

Total backlog of $61,269 million at March 31, 2021 was largely unchanged from December 31, 2020.

Additional Considerations

Our BDS business includes a variety of development programs which have complex design and technical challenges. Many of these programs have cost-type contracting arrangements. In these cases, the associated financial risks are primarily in reduced fees, lower profit rates or program cancellation if cost, schedule or technical performance issues arise. Examples of these programs include Ground-based Midcourse Defense, Proprietary and Space Launch System programs.

Some of our development programs are contracted on a fixed-price basis and BDS customers are increasingly seeking fixed-price proposals for new programs. Examples of significant fixed-price development programs include Commercial Crew, KC-46A Tanker, MQ-25, T-7A Red Hawk, VC-25B, and commercial and military satellites. New programs could also have risk for reach-forward loss upon contract award and during the period of contract performance. Many development programs have highly complex designs. As technical or quality issues arise during development, we may experience schedule delays and cost impacts, which could increase our estimated cost to perform the work or reduce our estimated price, either of which could result in a material charge or otherwise adversely affect our financial condition. These programs are ongoing, and while we believe the cost and fee estimates incorporated in the financial statements are appropriate, the technical complexity of these programs creates financial risk as additional completion costs may become necessary or scheduled delivery dates could be extended, which could trigger termination provisions, the loss of satellite in-orbit incentive payments, or other financially significant exposure. These programs have risk for reach-forward losses if our estimated costs exceed our estimated contract revenues.

Global Services

Results of Operations

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Revenues	**$3,749**	$4,628
Earnings from operations	**$441**	$708
Operating margins	**11.8 %**	15.3 %

Revenues

BGS revenues for the three months ended March 31, 2021 decreased by $879 million compared with the same period in 2020 primarily due to lower commercial services revenue driven by impacts of the COVID-19 pandemic. The net favorable impact of cumulative contract catch-up adjustments for the three months ended March 31, 2021 were $55 million higher than the comparable period in the prior year. We expect the impacts of the COVID-19 pandemic to continue to have an adverse impact on BGS commercial revenues in future quarters until the commercial airline industry environment recovers.

Earnings From Operations

BGS earnings from operations for the three months ended March 31, 2021 decreased by $267 million compared with the same period in 2020, primarily due to lower commercial services revenue. The net favorable impact of cumulative contract catch-up adjustments for the three months ended March 31, 2021 were $49 million higher than the comparable period in the prior year.

Backlog

BGS backlog decreased from $20,632 million as of December 31, 2020 to $19,614 million at March 31, 2021, primarily due to revenue recognized on contracts awarded in prior years.

Boeing Capital

Results of Operations

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Revenues	**$60**	$65
Earnings from operations	**$21**	$24
Operating margins	**35 %**	37 %

Revenues

BCC segment revenues consist principally of lease income from equipment under operating lease, interest income from financing receivables and notes, and other income. BCC's revenues for the three months ended March 31, 2021 were consistent with the same period in 2020.

Earnings From Operations

BCC's earnings from operations are presented net of interest expense, provision for (recovery of) losses, asset impairment expense, depreciation on leased equipment and other operating expenses. Earnings from operations for the three months ended March 31, 2021 were consistent with same period in 2020.

Financial Position

The following table presents selected financial data for BCC:

(Dollars in millions)	**March 31 2021**	December 31 2020
Customer financing and investment portfolio, net	**$1,924**	$1,961
Other assets, primarily cash and short-term investments	**415**	402
Total assets	**$2,339**	$2,363
Other liabilities, primarily deferred income taxes	**$351**	$392
Debt, including intercompany loans	**1,640**	1,640
Equity	**348**	331
Total liabilities and equity	**$2,339**	$2,363
Debt-to-equity ratio	**4.7-to-1**	5-to-1

BCC's customer financing and investment portfolio at March 31, 2021 decreased $37 million from December 31, 2020 primarily due to note payoffs and portfolio run-off.

BCC enters into certain intercompany transactions with Boeing, reflected in Unallocated items, eliminations and other, in the form of intercompany guarantees and other subsidies that mitigate the effects of certain credit quality or asset impairment issues on the BCC segment.

Aircraft subject to leases with a carrying value of approximately $28 million are scheduled to be returned off lease in the next 12 months. We are seeking to remarket these aircraft or have the leases extended.

Liquidity and Capital Resources

Cash Flow Summary

(Dollars in millions)	**Three months ended March 31**	
	2021	2020
Net loss	**($561)**	($641)
Non-cash items	**1,212**	680
Changes in working capital	**(4,038)**	(4,341)
Net cash used by operating activities	**(3,387)**	(4,302)
Net cash provided/(used) by investing activities	**2,764**	(379)
Net cash (used)/provided by financing activities	**(48)**	10,280
Effect of exchange rate changes on cash and cash equivalents	**(18)**	(47)
Net (decrease)/increase in cash & cash equivalents, including restricted	**(689)**	5,552
Cash & cash equivalents, including restricted, at beginning of year	**7,835**	9,571
Cash & cash equivalents, including restricted, at end of period	**$7,146**	$15,123

Operating Activities Net cash used by operating activities was $3.4 billion during the three months ended March 31, 2021, compared with $4.3 billion during the same period in 2020 driven by a lower net loss in 2021, changes in working capital, and an increase in non-cash items in 2021. The year-over-year increase in non-cash items reflects higher share-based plans expense and treasury shares issued for 401(k) contributions. The changes in working capital reflect an increase in commercial airplane inventory in 2021 due to a continued buildup of more 787 aircraft caused by production issues, which resulted in a significant reduction in 787 deliveries. This was partially offset by a decrease in 737 MAX inventory reflecting the resumption of deliveries. The increase in commercial airplane inventory in 2020 was due to lower deliveries and suspension of certain production operations due to the 737 MAX grounding and the beginning of the COVID-19 pandemic. Cash provided by Advances and progress billings was $0.4 billion in 2021, as compared with $1.3 billion in 2020. Compensation payments to 737 MAX customers totaled $1.2 billion and $0.7 billion during the three months ended March 31, 2021 and 2020. Additionally, in the first quarter of 2021, we paid $0.7 billion consistent with the terms of the Deferred Prosecution Agreement between Boeing and the U.S. Department of Justice. The impacts of lower commercial airline deliveries and the residual impacts of the 737 MAX grounding in 2019 are expected to continue to have a significant negative impact on our operating cash flows during 2021.

Payables to suppliers who elected to participate in supply chain financing programs remained consistent for the three months ended March 31, 2021 and decreased by $0.5 billion for the same period in the prior year primarily due to reductions in commercial purchases from suppliers in 2020. Supply chain financing is not material to our overall liquidity.

Investing Activities Cash provided by investing activities was $2.8 billion during the three months ended March 31, 2021, compared with cash used of $0.4 billion during the same period in 2020, primarily due to $3.1 billion of higher net proceeds from investments. In the three months ended March 31, 2021 and 2020, capital expenditures totaled $0.3 billion and $0.4 billion. We expect capital expenditures in 2021 to be relatively consistent with 2020.

Financing Activities Cash used by financing activities was $48 million during the three months ended March 31, 2021 compared with cash provided of $10.3 billion during the same period in 2020. During the three months ended March 31, 2021, net repayments were $33 million compared with net borrowings of $11.6 billion in the same period in 2020. The absence of dividends in 2021 reflects the Company's decision to suspend the declaration or payment of dividends until further notice. For further discussion see Liquidity Matters in Note 1 to our Condensed Consolidated Financial Statements.

As of March 31, 2021 and December 31, 2020, the total debt balance was $63.6 billion. At March 31, 2021, $6.0 billion of debt was classified as short-term. Debt, including intercompany loans, attributable to BCC totaled $1.6 billion, $0.9 billion of which was classified as short-term.

Capital Resources The impacts of the COVID-19 pandemic, 737 MAX grounding and reduction in 787 deliveries are having a significant negative impact on our liquidity and ongoing operations and creating significant uncertainty. We have and are continuing to take significant actions to manage and preserve our liquidity. For further discussion see Liquidity Matters in Note 1 to our Condensed Consolidated Financial Statements.

At March 31, 2021, we had $7.1 billion of cash and $14.9 billion of short term investments. At March 31, 2021, we had $14.8 billion of unused borrowing capacity on revolving credit line agreements, of which $3.1 billion expires in October 2021, $3.2 billion expires in October 2022, $5.3 billion expires in March 2023, and $3.2 billion expires in October 2024. The facility scheduled to expire in October 2021 has a one-year term out option that allows us to extend the maturity of any borrowings one additional year. We anticipate that these credit lines will primarily serve as backup liquidity to support our general corporate borrowing needs.

Any future borrowings may affect our credit ratings and are subject to various debt covenants. At March 31, 2021, we were in compliance with the covenants for our debt and credit facilities. The most restrictive covenants include a limitation on mortgage debt and sale and leaseback transactions as a percentage of consolidated net tangible assets (as defined in the credit agreements), and a limitation on consolidated debt as a percentage of total capital (as defined). When considering debt covenants, we continue to have substantial borrowing capacity.

Customer Financing commitments totaled $13.4 billion and $11.5 billion at March 31, 2021 and December 31, 2020. We anticipate that we will not be required to fund a significant portion of our financing commitments as we continue to work with third party financiers to provide alternative financing to customers. Historically, we have not been required to fund significant amounts of outstanding commitments. However, there can be no assurances that we will not be required to fund greater amounts than historically required.

Off-Balance Sheet Arrangements

We are a party to certain off-balance sheet arrangements including certain guarantees. For discussion of these arrangements, see Note 10 to our Condensed Consolidated Financial Statements.

Contingent Obligations

We have significant contingent obligations that arise in the ordinary course of business, which include the following:

Legal Various legal proceedings, claims and investigations are pending against us. Legal contingencies are discussed in Note 17 to our Condensed Consolidated Financial Statements.

Environmental Remediation We are involved with various environmental remediation activities and have recorded a liability of $567 million at March 31, 2021. For additional information, see Note 9 to our Condensed Consolidated Financial Statements.

Non-GAAP Measures

Core Operating Earnings, Core Operating Margin and Core Earnings Per Share

Our unaudited condensed consolidated interim financial statements are prepared in accordance with Generally Accepted Accounting Principles in the United States of America (GAAP) which we supplement with certain non-GAAP financial information. These non-GAAP measures should not be considered in isolation or as a substitute for the related GAAP measures, and other companies may define such measures differently. We encourage investors to review our financial statements and publicly-filed reports in their entirety and not to rely on any single financial measure. Core operating earnings, core operating margin and core earnings per share exclude the FAS/CAS service cost adjustment. The FAS/CAS service cost adjustment represents the difference between the Financial Accounting Standards (FAS) pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. Core earnings per share excludes both the FAS/CAS service cost adjustment and non-operating pension and postretirement expenses. Non-operating pension and postretirement expenses represent the components of net periodic benefit costs other than service cost. Pension costs, comprising service and prior service costs computed in accordance with GAAP are allocated to BCA and certain BGS businesses supporting commercial customers. Pension costs allocated to BDS and BGS businesses supporting government customers are computed in accordance with U.S. Government Cost Accounting Standards (CAS), which employ different actuarial assumptions and accounting conventions than GAAP. CAS costs are allocable to government contracts. Other postretirement benefit costs are allocated to all business segments based on CAS, which is generally based on benefits paid.

The Pension FAS/CAS service cost adjustments recognized in Loss from operations were benefits of $193 million and $255 million for the three months ended March 31, 2021 and 2020. The non-operating pension expenses included in Other income, net were benefits of $177 million and $87 million for the three months ended March 31, 2021 and 2020. The benefits in 2021 reflect expected returns in excess of interest cost and amortization of actuarial losses.

For further discussion of pension and other postretirement costs see the Management’s Discussion and Analysis on page 39 of this Form 10-Q and on page 57 of our 2020 Annual Report on Form 10-K. Management uses core operating earnings, core operating margin and core earnings per share for purposes of evaluating and forecasting underlying business performance. Management believes these core earnings measures provide investors additional insights into operational performance as unallocated pension and other postretirement benefit costs primarily represent costs driven by market factors and costs not allocable to U.S. government contracts.

Reconciliation of GAAP Measures to Non-GAAP Measures

The table below reconciles the non-GAAP financial measures of core operating loss, core operating margin and core loss per share with the most directly comparable GAAP financial measures of loss from operations, operating margins and diluted loss per share.

(Dollars in millions, except per share data)	**Three months ended March 31**	
	2021	2020
Revenues	**$15,217**	$16,908
Loss from operations, as reported	**($83)**	($1,353)
Operating margins	**(0.5)%**	(8.0)%
Pension FAS/CAS service cost adjustment [1]	**($193)**	($255)
Postretirement FAS/CAS service cost adjustment [1]	**(77)**	(92)
FAS/CAS service cost adjustment [1]	**($270)**	($347)
Core operating loss (non-GAAP)	**($353)**	($1,700)
Core operating margins (non-GAAP)	**(2.3)%**	(10.1)%
Diluted loss per share, as reported	**($0.92)**	($1.11)
Pension FAS/CAS service cost adjustment [1]	**(0.33)**	(0.45)
Postretirement FAS/CAS service cost adjustment [1]	**(0.13)**	(0.16)
Non-operating pension expense [2]	**(0.30)**	(0.16)
Non-operating postretirement expense [2]	**(0.01)**	0.02
Provision for deferred income taxes on adjustments [3]	**0.16**	0.16
Core loss per share (non-GAAP)	**($1.53)**	($1.70)
Weighted average diluted shares (in millions)	**585.4**	565.9

[1] FAS/CAS service cost adjustment represents the difference between the FAS pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. This adjustment is excluded from Core operating loss (non-GAAP).

[2] Non-operating pension and postretirement expenses represent the components of net periodic benefit costs other than service cost. These expenses are included in Other income, net and are excluded from Core loss per share (non-GAAP).

[3] The income tax impact is calculated using the U.S. corporate statutory tax rate.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We have financial instruments that are subject to interest rate risk, principally fixed- and floating-rate debt obligations, and customer financing assets and liabilities. The investors in our fixed-rate debt obligations do not generally have the right to demand we pay off these obligations prior to maturity. Therefore, exposure to interest rate risk is not believed to be material for our fixed-rate debt. As of March 31, 2021, we have $4 billion remaining on our two-year delayed draw floating-rate term loan credit agreement. An increase or decrease of 100 basis points in interest rates on this floating-rate debt would increase or decrease our pre-tax loss by $36 million over the next 12 months. Historically, we have not experienced material gains or losses on our customer financing assets and liabilities due to interest rate changes.

There have been no significant changes to our foreign currency exchange rate or commodity price risk since December 31, 2020.

Item 4. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures.

Our Chief Executive Officer and Chief Financial Officer have evaluated our disclosure controls and procedures as of March 31, 2021 and have concluded that these disclosure controls and procedures are effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

(b) Changes in Internal Control Over Financial Reporting.

There were no changes that occurred during the first quarter of 2021 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Part II. Other Information

Item 1. Legal Proceedings

Currently, we are involved in a number of legal proceedings. For a discussion of contingencies related to legal proceedings, see Note 17 to our Condensed Consolidated Financial Statements, which is hereby incorporated by reference.

Item 1A. Risk Factors

There have been no material changes in our risk factors from those disclosed in Part I, Item 1A. Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2020.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

The following table provides information about purchases we made during the quarter ended March 31, 2021 of equity securities that are registered by us pursuant to Section 12 of the Exchange Act:

	(a)	(b)	(c)	(d)
	Total Number of Shares Purchased [1]	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet be Purchased Under the Plans or Programs [2]
1/1/2021 thru 1/31/2021	83,222	$205.60		
2/1/2021 thru 2/28/2021	73,567	213.57		
3/1/2021 thru 3/31/2021	24,129	223.57		
Total	180,918	$211.24		

[1] A total of 180,918 shares were transferred to us from employees in satisfaction of minimum tax withholding obligations associated with the vesting of restricted stock units during the period. We did not purchase any shares of our common stock in the open market pursuant to a repurchase program or in swap transactions.

[2] On March 21, 2020, the Board of Directors terminated its prior authorization to repurchase shares of the Company's outstanding common stock.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Not applicable.

Item 6. Exhibits

3.2	By-Laws of The Boeing Company, as amended and restated effective April 20, 2021 (Exhibit 3.2 to the Company's Current Report on Form 8-K dated April 20, 2021)
10.1*	Form of U.S. Notice of Terms of Non-Qualified Stock Option
10.2*	Form of International Notice of Terms of Non-Qualified Stock Option
10.3*	Form of U.S. Notice of Terms of Non-Qualified Stock Option for CEO
10.4*	Form of U.S. Notice of Terms of Restricted Stock Units
10.5*	Form of International Notice of Terms of Restricted Stock Units
10.6*	Form of U.S. Notice of Terms of Restricted Stock Units for CEO
15	Letter from Independent Registered Public Accounting Firm regarding unaudited interim financial information
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	The cover page for the Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, has been formatted in Inline XBRL.

* Management contract or compensatory plan

Signature

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

THE BOEING COMPANY
(Registrant)

April 28, 2021
(Date)

/s/ Carol J. Hibbard
Carol J. Hibbard

Senior Vice President and Controller

Exhibit 10.1

U.S. Notice of Terms
Non-Qualified Stock Option

To: [_____]

BEMSID: [_____]

Grant Date: [_____]

As part of its executive compensation program, The Boeing Company (the "Company") has granted you an option to purchase shares of the Company's common stock (the "Option") pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (this "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Option is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Option within forty-five (45) days of the date this Notice is delivered to you, through the mechanism and procedures determined by the Company, as a condition to receiving the Option.** The terms and conditions of the Option are as follows:

1. **Number of Shares Subject to Option.** The Option gives you the right to purchase up to [____] shares of the Company's common stock (the "Common Stock") at the exercise price and on the terms set forth in this Notice.

2. **Exercise Price.** [120% of Grant Date FMV].

3. **Type of Option.** The Option is granted as a non-qualified stock option. Non-qualified stock options are considered ordinary income when exercised and are taxed accordingly. The amount of ordinary income is the difference between the exercise price and the price on the date the Option or a portion of it is exercised.

4. **Vesting and Exercisability of Option.** The Option will vest in full and become exercisable on the third anniversary of the Grant Date (the "Vesting Date"), provided the Option has not otherwise expired. The Option is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date.

5. **Adjustment in Number of Shares Subject to Option.** The number of shares subject to the Option will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

6. **Impact of Certain Terminations.**

   6.1 In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.,* 60 days), you will remain eligible to vest in your Option in accordance with Section 4 as though you had continued employment through the Vesting Date.

   6.2 In the event your employment is terminated prior to the Vesting Date by reason of retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or due to layoff (in each case, prior to attaining at least age 62 with at least one year of service), the number of shares subject to the Option will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).

   6.3 In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in the Option. For purposes of this Award, "disability" means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

   6.4 In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described above in this Section 6, the Option and all rights to exercise the Option will immediately be forfeited and canceled.

7. **Expiration of Vested Option.** As long as you remain employed by the Company or a Related Company, your vested Option will expire after the tenth (10^{th}) anniversary of the Grant Date (or [insert date 10 years from Grant Date]).

   7.1 If your employment with the Company terminates due to death, disability or layoff, your vested Option will expire at the earlier of five (5) years from your termination date or [insert date 10 years from Grant Date].

7.2 If your employment with the Company terminates due to retirement, your vested Option will expire after the tenth anniversary of the Grant Date (or [insert date 10 years from Grant Date]). "Retirement" for this purpose means retirement under the conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate. If you are an executive who is not eligible to participate in a defined benefit pension plan, "retirement" means termination of employment voluntarily by you, after you have attained either (i) age 55 with ten (10) years of service, or (ii) age 62 with one (1) year of service.

7.3 If your employment with the Company is involuntarily terminated for cause, your vested Option will expire upon your termination.

7.4 If your employment with the Company terminates for any reason other than those reasons described above in this Section 7, your vested Option will expire at the earlier of ninety (90) days from your termination date or [insert date 10 years from Grant Date].

8. Method of Exercise.

8.1 You may exercise the Option by giving written notice to the Company, in form and substance satisfactory to the Company, which will state your election to exercise the Option and the number of whole shares for which you are exercising the Option, and by completing such other documents and procedures as may be required by the Company for exercise of the Option. The notice must be accompanied by full payment of the exercise price for the number of shares you are purchasing. Except as may be prohibited by applicable law, you may make this payment in any one or combination of the following:

(a) check acceptable to the Company;

(b) wire transfer;

(c) tendering by attestation shares of Common Stock you already own that on the day prior to the exercise date have a Fair Market Value equal to the aggregate exercise price of the shares being purchased under the Option;

(d) delivery of a properly executed exercise notice, together with irrevocable instructions to a brokerage firm designated or approved by the Company to deliver promptly to the Company the aggregate amount of sale or loan proceeds to pay the Option exercise price and any tax withholding obligations that may arise in connection with the exercise, all in accordance with the regulations of the Federal Reserve Board; or

(e) any other method as the Committee may permit in its sole discretion.

8.2 It is your responsibility to be aware of your Option's expiration date so that you may consider whether or not to exercise the Option before it expires. Notwithstanding the foregoing, if on the Option's expiration date the closing price of one share of the Common Stock exceeds the per share Exercise Price, you have not exercised the Option and the Option has not expired, you will be deemed to have exercised the Option on such day with payment made by withholding the shares otherwise issuable in connection with the exercise of the Option. In such event, the Company shall deliver to you the number of shares for which the Option was deemed exercised, less the number of shares required to be withheld for the payment of the total purchase price and required withholding taxes; provided, however, any fractional Share shall be settled in cash, rounded down to the nearest $.01.

9. Withholding Taxes. As a condition to the exercise of any portion of an Option, you must make such arrangements as the Company may require for the satisfaction of any federal, state, provincial, local or foreign withholding tax obligations that may arise in connection with such exercise.

10. Transferability. The Option is not transferable except by will or by laws of descent and distribution and during your lifetime the Option may be exercised only by you, your guardian or your legal representative. The Plan permits exercise of the Option by the personal representative of your estate or the beneficiary thereof following your death. The Option may be exercised only for whole shares, and may not be exercised for less than a reasonable number of shares at any one time, as determined by the Compensation Committee. You may designate a beneficiary to receive your Option in the event of your death, on a Company-approved form, who may exercise the Option after your death.

11. Clawback and Forfeiture Policy.

11.1 This Option and any proceeds resulting from the vesting of this Option are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Option may be subject to clawback and forfeiture (meaning that the Option or proceeds thereof must be promptly returned to the Company if already exercised, or that you will lose your entitlement to an Option if it has not yet been exercised) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

11.2 In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Option and any proceeds resulting from the vesting or exercise of this Option are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the Vesting Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Option shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Option. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

11.3 Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

12. Miscellaneous.

12.1 No Right to Continued Employment or Service. This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

12.2 Discretionary Nature of Plan; No Vested Rights. You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of the Option under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

12.3 Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Option or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

12.4 Section 409A. This Option is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service from shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A.

12.5 Employee Data Privacy. By accepting this Option, you:

(a) explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Option and the Plan;

(b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise ("Data");

(c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Option may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and

(d) authorize the Company, its Related Companies and its agents to store and transmit the information in electronic form.

12.6 Requirements of Law. The Option and exercise thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

12.7 Addendum to Notice. Notwithstanding any provisions of this Notice to the contrary, the Option shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). In all circumstances, the Addendum shall constitute part of this Notice.

12.8 Governing Law. All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Option or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

12.9 Agreement to Terms of Plan, Notice and Addendum. By your acceptance of the Option as described above, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

Addendum to U.S. Notice of Terms

Non-Qualified Stock Option

The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:

Clause (ii) of Section 11.2 shall not apply.

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:

Clause (ii) of Section 11.2 shall not apply.

The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:

For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consulting, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:

In addition, this Option and any proceeds resulting from the vesting of this Option are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly Engage in Competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Option shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Option. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, "Restricted Period" shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Option and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Option, and with respect to clause (ii) above, the period commencing on the date of the Option and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Option. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of $100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, "Engage in Competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consulting, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

Exhibit 10.2

International Notice of Terms
Non-Qualified Stock Option

To: [_____]

BEMSID: [_____]

Grant Date: [_____]

As part of its executive compensation program, The Boeing Company (the "Company") has granted you an option to purchase shares of the Company's common stock (the "Option") pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (this "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Option is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Option within forty-five (45) days of the date this Notice is delivered to you, through the mechanism and procedures determined by the Company, as a condition to receiving the Option.** The terms and conditions of the Option are as follows:

1. **Number of Shares Subject to Option.** The Option gives you the right to purchase up to [___] shares of the Company's common stock (the "Common Stock") at the exercise price and on the terms set forth in this Notice.

2. **Exercise Price.** [120% of Grant Date FMV]

3. **Type of Option.** The Option is granted as a non-qualified stock option. Non-qualified stock options are considered ordinary income when exercised and are taxed accordingly. The amount of ordinary income is the difference between the exercise price and the price on the date the Option or a portion of it is exercised.

4. **Vesting and Exercisability of Option.** The Option will vest in full and become exercisable on the third anniversary of the Grant Date (the "Vesting Date"), provided the Option has not otherwise expired. The Option is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date.

5. **Adjustment in Number of Shares Subject to Option.** The number of shares subject to the Option will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

6. **Impact of Certain Terminations.**

   6.1 In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.,* 60 days), you will remain eligible to vest in your Option in accordance with Section 4 as though you had continued employment through the Vesting Date.

   6.2 In the event your employment is terminated prior to the Vesting Date by reason of retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or due to layoff (in each case, prior to attaining at least age 62 with at least one year of service), the number of shares subject to the Option will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).

   6.3 In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in the Option. For purposes of this Award, "disability" means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, or as such term is required to be defined for these purposes under applicable local law.

   6.4 In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described above in this Section 6, the Option and all rights to exercise the Option will immediately be forfeited and canceled.

7. **Expiration of Vested Option.** As long as you remain employed by the Company or a Related Company, your vested Option will expire after the tenth anniversary of the Grant Date (or [insert date 10 years from Grant Date]).

   7.1 If your employment with the Company terminates due to death, disability or layoff, your vested Option will expire at the earlier of five (5) years from your termination date or [insert date 10 years from Grant Date].

7.2 If your employment with the Company terminates due to retirement, your vested Option will expire after the tenth anniversary of the Grant Date (or [insert date 10 years from Grant Date]). "Retirement" for this purpose means retirement under the conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate. If you are an executive who is not eligible to participate in a defined benefit pension plan, "retirement" means termination of employment voluntarily by you, after you have attained either (i) age 55 with ten (10) years of service, or (ii) age 62 with one (1) year of service.

7.3 If your employment with the Company is involuntarily terminated for cause, your vested Option will expire upon your termination

7.4 If your employment with the Company terminates for any reason other than those reasons described above in this Section 7, your vested Option will expire at the earlier of ninety (90) days from your termination date or [insert date 10 years from Grant Date].

8. Method of Exercise.

8.1 You may exercise the Option by giving written notice to the Company, in form and substance satisfactory to the Company, which will state your election to exercise the Option and the number of whole shares for which you are exercising the Option, and by completing such other documents and procedures as may be required by the Company for exercise of the Option. The notice must be accompanied by full payment of the exercise price for the number of shares you are purchasing. Except as may be prohibited by applicable law, you may make this payment in any one or combination of the following:

(a) check acceptable to the Company;

(b) wire transfer;

(c) tendering by attestation shares of Common Stock you already own that on the day prior to the exercise date have a Fair Market Value equal to the aggregate exercise price of the shares being purchased under the Option (subject to the terms of the Addendum to the Notice attached hereto);

(d) delivery of a properly executed exercise notice, together with irrevocable instructions to a brokerage firm designated or approved by the Company to deliver promptly to the Company the aggregate amount of sale or loan proceeds to pay the Option exercise price and any tax withholding obligations that may arise in connection with the exercise, all in accordance with the regulations of the Federal Reserve Board; or

(e) any other method as the Committee may permit in its sole discretion. The methods of exercise are subject to the terms of the Addendum attached to this Notice and may be limited as necessary to comply with local law at the Company's discretion.

8.2 It is your responsibility to be aware of your Option's expiration date so that you may consider whether or not to exercise the Option before it expires. Notwithstanding the foregoing, if on the Option's expiration date the closing price of one share of the Common Stock exceeds the per share Exercise Price, you have not exercised the Option and the Option has not expired, you will be deemed to have exercised the Option on such day with payment made by withholding the shares otherwise issuable in connection with the exercise of the Option. In such event, the Company shall deliver to you the number of shares for which the Option was deemed exercised, less the number of shares required to be withheld for the payment of the total purchase price and required withholding taxes; provided, however, any fractional Share shall be settled in cash, rounded down to the nearest $.01.

9. Withholding Taxes. You acknowledge that, regardless of any action taken by the Company or, if different, the subsidiary employing you (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other taxrelated items related to your participation in the Plan and legally applicable to you ("Tax-Related Items") is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Option, including, but not limited to, the grant, vesting or exercise of this Option, the subsequent sale of shares of Common Stock acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of this Option to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from your wages or other cash compensation paid to you by the Company and/or the Employer; (ii) allowing or requiring you to make a cash payment to cover the Tax-Related Items; (iii) withholding from proceeds of the sale of shares of Common Stock acquired upon exercise of this Option either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without

further consent); (iv) withholding from the shares of Common Stock to be issued to you upon exercise of this Option; or (v) any other method of withholding determined by the Company and permitted by applicable law; provided, however, that that if you are a Section 16 officer of the Company under the Exchange Act, in which case, the obligation for Tax-Related Items may be satisfied only by one or a combination of methods (i), (ii) and (iii) above.

Depending on the withholding method, the Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum rates applicable in your jurisdiction. In the event of over-withholding you may receive a refund of any over-withheld amount in cash through the Employer's normal payroll processes (with no entitlement to the equivalent in Stock) or, if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, the Grantee may be required to pay additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the exercised Option, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying the Tax-Related Items.

You are to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Common Stock, or the proceeds of the sale of shares of Common Stock, if you fail to comply with his or her obligations in connection with the Tax-Related Items.

10. Transferability. The Option is not transferable except by will or by laws of descent and distribution and during your lifetime the Option may be exercised only by you, your guardian or your legal representative. The Plan permits exercise of the Option by the personal representative of your estate or the beneficiary thereof following your death. The Option may be exercised only for whole shares, and may not be exercised for less than a reasonable number of shares at any one time, as determined by the Compensation Committee. You may designate a beneficiary to receive your Option in the event of your death, on a Company-approved form, who may exercise the Option after your death.

11. Clawback and Forfeiture Policy.

11.1 This Option and any proceeds resulting from the vesting of this Option are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Option may be subject to clawback and forfeiture (meaning that the Option or proceeds thereof must be promptly returned to the Company if already exercised, or that you will lose your entitlement to an Option if it has not yet been exercised) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

11.2 In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Option and any proceeds resulting from the vesting or exercise of this Option are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the Vesting Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Option shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Option. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

11.3 Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

12. Consent to Collection, Processing and Transfer of Personal Data. The Company is located at 100 North Riverside, Chicago, IL 60606, U.S.A. and grants options under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company's grant of this Option under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting the grant of the Option, you expressly and explicitly consent to the Personal Data Activities as described herein.

12.1 Data Collection, Processing and Usage. The Company collects, processes and uses your personal data, including your name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Common Stock or directorships held in the Company, and details of all options or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you. In granting the Option under the Plan, the Company will collect, process and use your personal data for purposes of allocating Common Stock and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of your personal data is your consent.

12.2 Stock Plan Administration Service Provider. The Company transfers your personal data to an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). In the future, the Company may select a different Stock Plan Administrator and share your personal data with another company that serves in a similar manner. The Stock Plan Administrator will open an account for you to receive and trade Common Stock acquired under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to your ability to participate in the Plan.

12.3 International Data Transfers. The Company and the Stock Plan Administrator are based in the United States. You should note that your country of residence may have enacted data privacy laws that are different from the United States. The Company's legal basis for the transfer of your personal data to the United States is your consent.

12.4 Voluntariness and Consequences of Consent Denial or Withdrawal. Your participation in the Plan and your grant of consent is purely voluntary. You may deny or withdraw your consent at any time. If you do not consent, or if you later withdraw your consent, you may be unable to participate in the Plan. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.

12.5 Data Subjects Rights. You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights, you should contact your local human resources department.

13. Miscellaneous.

13.1 No Right to Continued Employment or Service. This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.

13.2 Termination Indemnities. The Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.

13.3 Discretionary Nature of Plan; No Vested Rights. You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of the Option under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

13.4 EU Age Discrimination Rules. If you are a local national of and employed in a country that is a member of the European Union, the grant of this Award and the terms and conditions governing this Award are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

13.5 Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Option or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

13.6 Private Placement. The grant of the Award is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Award is not subject to the supervision of the local securities authorities.

13.7 English Language. You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Award. If you have received the Notice, the Plan or any other documents related to the Option translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

13.8 Section 409A. This Option is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service from shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A.

13.9 Compliance with Local Law. If you are resident or employed outside of the United States, as a condition to the grant of the Award, you agree to repatriate all payments attributable to the shares of Common Stock or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).

13.10 Requirements of Law. The Option and exercise thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

13.11 Addendum to Notice. Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for your country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer). In all circumstances, the Addendum shall constitute part of this Notice.

13.12 Governing Law. All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Option or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

13.13 Insider Trading Notice. You acknowledge that, depending on your broker's country of residence or where Common Stock is listed, you may be subject to insider trading restrictions and/or market abuse laws which may affect your ability to accept, acquire, sell or otherwise dispose of Common Stock, rights to Common Stock or rights linked to the value of Common Stock during such times you are considered to have "inside information" regarding the Company as defined in the laws or regulations in your country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. You understand that third parties may include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.

13.14 Additional Requirements. The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

13.8 Agreement to Terms of Plan, Notice and Addendum. By your acceptance of the Option as described above, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

Addendum to International Notice of Terms

Non-Qualified Stock Option

In addition to the terms of the Plan and the Notice, the Award is subject to the following additional terms and conditions as set forth in this Addendum to the extent you reside and/or are employed in one of the countries addressed herein. All defined terms as contained in this Addendum shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Addendum (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

Canada

1. **No Exercise by Using Previously Owned Shares of Common Stock**. Notwithstanding anything to the contrary in the Notice, Addendum or the Plan, you are prohibited from delivering previously owned shares of Common Stock to pay the exercise price or any Tax-Related Items in connection with the exercise of the Option. The Company reserves the right to permit this method of payment depending upon the development of local law.

2. **Securities Notification**. You are permitted to sell shares of Common Stock acquired under the Plan through the designated broker, if any, provided the resale of such shares of Common Stock takes place outside of Canada through the facilities of a stock exchange on which the shares of Common Stock are listed (i.e., the New York Stock Exchange).

3. **Data Privacy**. This provision supplements Section 12 of the Notice:

   You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You further authorize the Company and any subsidiary or affiliate and the administrator of the Plan to disclose and discuss the Plan with their advisors. You further authorize the Company and any subsidiary or affiliate to record such information and to keep such information in your employee file.

4. **Clawback and Forfeiture Policy**. The following provision shall replace Section 11.2 of the Notice:

   11.2. In addition, subject to applicable law, this Award and any proceeds resulting from the exercise of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage, within Canada, in competition with any aspect of Company business with which you were directly involved or about which you gained proprietary or confidential information during the twenty-four (24) months before the date you engaged in such competitive activity; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants, with whom you engaged on behalf of the Company during the twenty-four (24) months before the date of such inducement, to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

5. **Use of English Language**. If you are a resident of Quebec, by accepting your Option, you acknowledge and agree that it is your wish that the Notice, this Addendum, as well as all other documents, notices and legal proceedings entered into, given or instituted pursuant to your Option, either directly or indirectly, be drawn up in English.

   Langue anglaise. En acceptant l'allocation de vos Option, vous reconnaissez et acceptez avoir souhaité que le accord, le présent avenant, ainsi que tous autres documents exécutés, avis donnés et procédures judiciaires intentées, relatifs, directement ou indirectement, à l'allocation de vos Option, soient rédigés en anglais.

BY SIGNING BELOW, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE, THE PLAN AND THIS ADDENDUM.

_____

Signature

_____

Printed Name

_____

Date

IMPORTANT NOTE: THIS ADDENDUM MUST BE SIGNED AND RETURNED TO THE LOCAL HR DEPARTMENT OF THE COMPANY'S AFFILIATE IN CANADA NO LATER THAN APRIL 30, 2021.

United Kingdom

1. **Clawback and Forfeiture Policy.** The following shall modify Section 11.2 of the Notice:

Clauses (ii) and (iii) of Section 11.2 shall not apply.

This Award and any proceeds resulting from the vesting of this Award are also subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, within the Restricted Period: directly or indirectly, for your own benefit or that of others, (a) be employed by or otherwise provide services to a Competing Business which is being carried out or to be carried out in any Restricted Territory; (b) set up or carry on a Competing Business which is being carried out or to be carried out in any Restricted Territory; (c) solicit, attempt to solicit, assist in soliciting, entice away, or try to entice away, from the Company or any Related Company any Key Person; or (d) be personally involved to a material extent in accepting into employment, recruiting, engaging, or otherwise using the services of any Key Person. For the avoidance of doubt, none of the restrictions contained in this Section prevent you from holding any shares or other securities in any company or from doing anything for which the Company has given its prior written consent. The Company encourages you to seek such consent if necessary.

The restrictions this Section are considered by the parties to be fair and reasonable in all circumstances. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

For the purposes of this Section, any capitalized terms shall have the following meaning:

"Competing Business" means any business which competes with or is preparing to compete with (a) any business carried on by the Company or any Related Company; or (b) any business which the Company or any Related Company is proposing to carry on and has taken material steps towards conducting; and in each of cases (a) and (b) in respect of which business of the Company or Related Company you: (i) had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties; or (ii) otherwise obtained Relevant Confidential Information, in each case in the course of your employment.

"Key Person" means any employee, director, or consultant engaged by the Company or any Related Company who provides or has provided executive, managerial, supervisory, financial, engineering, creative, professional, technical, account handling, or similar services to the Company or any Related Company (a) with whom you have had material dealings; or (b) in respect of whom you have obtained Relevant Confidential Information about their skills, role, responsibilities, expertise, or other Relevant Confidential Information or material nonpublic information relevant to their potential recruitment or engagement, in each case at any time during the course of your employment.

"Relevant Confidential Information" means information not generally known outside the Company or any Related Company or information entrusted to the Company or any Related Company by third parties, which may relate (by way of example and without limitation) to inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling, and may be contained (by way of example and without limitation) in materials such as drawings, models, data, specifications, records, reports, complications, or computer programs, and may be in the nature of unwritten knowledge or know-how, in each case, that may or would be of value to any business which competes or is preparing to compete with the Company or a Related Company.

"Restricted Period" means the period ending on the earlier of: (a) the second anniversary of the later of the Vesting Date or the payment date for the Award; or (b) the six month anniversary of your termination of employment.

"Restricted Territory" means: (a) the United Kingdom; or (b) any other country where the Company or a Related Company carries out business and in relation to which you have had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties during the course of your employment; or (c) any other country where the Company or a Related Company carries out business and in relation to which you acquired Relevant Confidential Information during the course of your employment.

2. **Income Tax and Social Insurance Contribution Withholding**. The following provision shall replace Section 9 of this Notice:

Without limitation to Section 9 of this Notice, you agree that you are liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company, the Employer or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are a director or executive officer and income tax due is not collected from or paid by you within ninety (90) days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer (as applicable) for the value of any employee national insurance contributions due on this additional benefit, which the Company and/or the Employer may recover from you at any time thereafter by any of the means referred to in Section 9 of this Notice.

3. **Exclusion of Claim.** You acknowledge and agree that you shall have no entitlement to compensation or damages in consequence of the termination of your employment with the Company or any Related Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from your ceasing to have rights under or to be entitled to vesting in your Option as a result of such termination, or from the loss or diminution in value of your Option. Upon the grant of your Option, you shall be deemed irrevocably to have waived any such entitlement.

4. **Brexit**. Following the United Kingdom's withdrawal from the European Union, to the extent the laws discussed below still apply to the United Kingdom for a period of time following the withdrawal, all references to the European Union shall include the United Kingdom, unless otherwise stated in this document.

European Union ("EU") / European Economic Area ("EEA") Countries, Switzerland, and the United Kingdom

1. **Data Privacy**. If you reside or are employed in the EU or EEA, Switzerland, or the United Kingdom, the following provision replaces Section 12 of this Notice.

The Company is located at 100 North Riverside, Chicago, IL 60606, U.S.A. and grants options under the Plan to you at the Company's sole discretion. You should review the following information about the Company's data processing practices.

Data Collection and Usage. Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes uses, and transfers certain personally-identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Options or any other awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or the Employer. In granting you this Option under the Plan, the Company will collect your personal data for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company's collection, processing, use and transfer of your personal data is necessary for the performance of the Company's contractual obligations under the Plan and pursuant to the Company's legitimate interest of managing and generally administering employee equity awards. Your refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. As such, by participating in the Plan, you voluntarily acknowledge the collection, use, processing and transfer of your personal data as described herein.

Stock Plan Administration Service Provider. The Company transfers your data to Computershare Limited, an independent service provider based in Australia, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share your data with another company that serves in a similar manner. The Company's service provider will open an account for you to receive and trade shares of

Common Stock. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to your ability to participate in the Plan.

International Data Transfers. The Company and its service providers are based in the United States and Australia. The Company can only meet its contractual obligations to you if your personal data is transferred to the United States and Australia. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of your data from the EU/EEA, Switzerland, and the United Kingdom to the United States and Australia. You should be aware that the United States and Australia have different data privacy laws and protections than the data privacy laws in place in the EU/EEA, Switzerland, and the United Kingdom.

Data Retention. The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps the Participant's data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be for compliance with relevant laws or regulations in the Participant's country of residence (and country of employment, if different).

Data Subjects Rights. You may have a number of rights under data privacy laws in your country of residence (and country of employment, if different). For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights, you should contact your local HR manager or the Company's Human Resources Department.

Exhibit 10.3

U.S. Notice of Terms
Non-Qualified Stock Option

To: David L. Calhoun

BEMSID: [_____]

Grant Date: [_____]

As part of its executive compensation program, The Boeing Company (the "Company") has granted you an option to purchase shares of the Company's common stock (the "Option") pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (this "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Option is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Option within forty-five (45) days of the date this Notice is delivered to you, through the mechanism and procedures determined by the Company, as a condition to receiving the Option.** The terms and conditions of the Option are as follows:

1. **Number of Shares Subject to Option.** The Option gives you the right to purchase up to [____] shares of the Company's common stock (the "Common Stock") at the exercise price and on the terms set forth in this Notice.

2. **Exercise Price.** [120% of Grant Date FMV].

3. **Type of Option.** The Option is granted as a non-qualified stock option. Non-qualified stock options are considered ordinary income when exercised and are taxed accordingly. The amount of ordinary income is the difference between the exercise price and the price on the date the Option or a portion of it is exercised.

4. **Vesting and Exercisability of Option.** The Option will vest in full and become exercisable on the third anniversary of the Grant Date (the "Vesting Date"), provided the Option has not otherwise expired. The Option is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date.

5. **Adjustment in Number of Shares Subject to Option.** The number of shares subject to the Option will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

6. **Impact of Certain Terminations.**

   6.1 In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.,* 60 days), you will remain eligible to vest in your Option in accordance with Section 4 as though you had continued employment through the Vesting Date.

   6.2 In the event your employment is terminated prior to the Vesting Date by reason of retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or due to layoff (in each case, prior to attaining at least age 62 with at least one year of service), the number of shares subject to the Option will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).

   6.3 In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in the Option. For purposes of this Award, "disability" means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

   6.4 In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described above in this Section 6, the Option and all rights to exercise the Option will immediately be forfeited and canceled.

7. **Expiration of Vested Option.** As long as you remain employed by the Company or a Related Company, your vested Option will expire after the tenth (10^{th}) anniversary of the Grant Date (or [insert date 10 years from Grant Date]).

   7.1 If your employment with the Company terminates due to death, disability or layoff, your vested Option will expire at the earlier of five (5) years from your termination date or [insert date 10 years from Grant Date].

7.2 If your employment with the Company terminates due to retirement, your vested Option will expire after the tenth anniversary of the Grant Date (or [insert date 10 years from Grant Date]). "Retirement" for this purpose means retirement under the conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate. If you are an executive who is not eligible to participate in a defined benefit pension plan, "retirement" means termination of employment voluntarily by you, after you have attained either (i) age 55 with ten (10) years of service, or (ii) age 62 with one (1) year of service.

7.3 If your employment with the Company is involuntarily terminated for cause, your vested Option will expire upon your termination.

7.4 If your employment with the Company terminates for any reason other than those reasons described above in this Section 7, your vested Option will expire at the earlier of ninety (90) days from your termination date or [insert date 10 years from Grant Date].

8. Method of Exercise.

8.1 You may exercise the Option by giving written notice to the Company, in form and substance satisfactory to the Company, which will state your election to exercise the Option and the number of whole shares for which you are exercising the Option, and by completing such other documents and procedures as may be required by the Company for exercise of the Option. The notice must be accompanied by full payment of the exercise price for the number of shares you are purchasing. Except as may be prohibited by applicable law or the extent prohibited by Section 9, you may make this payment in any one or combination of the following:

(a) check acceptable to the Company;

(b) wire transfer;

(c) tendering by attestation shares of Common Stock you already own that on the day prior to the exercise date have a Fair Market Value equal to the aggregate exercise price of the shares being purchased under the Option;

(d) delivery of a properly executed exercise notice, together with irrevocable instructions to a brokerage firm designated or approved by the Company to deliver promptly to the Company the aggregate amount of sale or loan proceeds to pay the Option exercise price and any tax withholding obligations that may arise in connection with the exercise, all in accordance with the regulations of the Federal Reserve Board; or

(e) any other method as the Committee may permit in its sole discretion.

8.2 It is your responsibility to be aware of your Option's expiration date so that you may consider whether or not to exercise the Option before it expires. Notwithstanding the foregoing, if on the Option's expiration date the closing price of one share of the Common Stock exceeds the per share Exercise Price, you have not exercised the Option and the Option has not expired, you will be deemed to have exercised the Option on such day with payment made by withholding the shares otherwise issuable in connection with the exercise of the Option. In such event, the Company shall deliver to you the number of shares for which the Option was deemed exercised, less the number of shares required to be withheld for the payment of the total purchase price and required withholding taxes; provided, however, any fractional Share shall be settled in cash, rounded down to the nearest $.01.

9. Restriction on Sale or Transfer of Shares Acquired Through Exercise. Notwithstanding anything herein to the contrary, to the extent you exercise all or a portion of this Option while still employed by the Company, you acknowledge and agree that you will not sell or transfer any shares of the Company's common stock acquired through exercise of this Option until after your employment with the Company has terminated.

10. Withholding Taxes. As a condition to the exercise of any portion of an Option, you must make such arrangements as the Company may require for the satisfaction of any federal, state, provincial, local or foreign withholding tax obligations that may arise in connection with such exercise.

11. Transferability. The Option is not transferable except by will or by laws of descent and distribution and during your lifetime the Option may be exercised only by you, your guardian or your legal representative. The Plan permits exercise of the Option by the personal representative of your estate or the beneficiary thereof following your death. The Option may be exercised only for whole shares, and may not be exercised for less than a reasonable number of shares at any one time, as determined by the Compensation Committee. You may designate a beneficiary to receive your Option in the event of your death, on a Company-approved form, who may exercise the Option after your death.

12. Clawback and Forfeiture Policy.

12.1 This Option and any proceeds resulting from the vesting of this Option are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Option may be subject to clawback and forfeiture (meaning that the Option or proceeds thereof must be promptly returned to the

Company if already exercised, or that you will lose your entitlement to an Option if it has not yet been exercised) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

12.2 In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Option and any proceeds resulting from the vesting or exercise of this Option are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the Vesting Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Option shall constitute your acknowledgement and recognition that your compliance with this Section 12 is a condition for your receipt of this Option. For purposes of this Section 12, the Company shall include the Company and all Related Companies.

12.3 Nothing in this Section 12 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

13. Miscellaneous.

13.1 No Right to Continued Employment or Service. This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

13.2 Discretionary Nature of Plan; No Vested Rights. You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of the Option under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

13.3 Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Option or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

13.4 Section 409A. This Option is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service from shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A.

13.5 Employee Data Privacy. By accepting this Option, you:

(a) explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Option and the Plan;

(b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise ("Data");

(c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Option may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and

(d) authorize the Company, its Related Companies and its agents to store and transmit the information in electronic form.

13.6 Requirements of Law. The Option and exercise thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

13.7 Addendum to Notice. Notwithstanding any provisions of this Notice to the contrary, the Option shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). In all circumstances, the Addendum shall constitute part of this Notice.

13.8 Governing Law. All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Option or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

13.9 Agreement to Terms of Plan, Notice and Addendum. By your acceptance of the Option as described above, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

Addendum to U.S. Notice of Terms

Non-Qualified Stock Option

The following provisions shall modify Section 12 of the Notice for employees who reside in or are otherwise subject to the laws of California:

Clause (ii) of Section 12.2 shall not apply.

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 12 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

The following provisions shall modify Section 12 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:

Clause (ii) of Section 12.2 shall not apply.

The following provisions shall modify Section 12.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:

For purposes of this Section 12.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consulting, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

The following shall replace Section 12.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:

In addition, this Option and any proceeds resulting from the vesting of this Option are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly Engage in Competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Option shall constitute your acknowledgement and recognition that your compliance with this Section 12 is a condition for your receipt of this Option. For purposes of this Section 12, the Company shall include the Company and all Related Companies.

For purposes of this Section 12.2, "Restricted Period" shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Option and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Option, and with respect to clause (ii) above, the period commencing on the date of the Option and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Option. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of $100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 12.2, "Engage in Competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consulting, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

Exhibit 10.4

U.S. Notice of Terms
Restricted Stock Units

To: «Name»

BEMSID: «BEMS_ID»

Grant Date: «Date»

As part of its executive compensation program, The Boeing Company (the "Company") has awarded you a Restricted Stock Unit award (the "Award") pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (the "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

1. **RSU Award.** You have been awarded «RSU_Units» Restricted Stock Units ("RSUs"). Each RSU corresponds to one share of Common Stock.

2. **RSU Account.** The Company will maintain a record of the number of awarded RSUs in an account established in your name.

3. **Vesting of RSUs.** Subject to Sections 6 and 7, your RSUs will vest in full on the third anniversary of the Grant Date (or if such date is not a Trading Day, the next Trading Day) (the "Vesting Date"). At the time your RSUs vest, the Company will issue to you shares of Common Stock equal in number to the vested number of whole RSUs in your account, after deduction of shares to cover appropriate taxes and other charges as described in Section 9.2. Subject to the terms and conditions outlined under Section 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date. "Trading Day" shall mean a day on which the New York Stock Exchange is open for trading.

4. **Dividend Equivalents.**

   4.1 While RSUs are in your account, they will earn dividend equivalents in the form of additional RSUs. Specifically, as of each dividend payment date for Common Stock, your RSU account will be credited with additional RSUs ("dividend equivalent RSUs") equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one share of Common Stock.

   4.2 The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the "Fair Market Value" of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, "Fair Market Value" means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.

   4.3 Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated.

5. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

6. **Impact of Certain Terminations.**

   6.1 In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.,* 60 days), you will remain eligible to vest in, and receive distribution of, your RSUs (including any dividend equivalent RSUs) in accordance with Section 3 as though you had continued employment through the Vesting Date.

   6.2 In the event your employment is terminated prior to the Vesting Date by reason of retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or due to layoff (in each case, prior to attaining at least age 62 with at least one year of service), your RSUs (including any dividend equivalent RSUs) will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). Payment for this Award will be made at the same time as payment would have been made pursuant to Section 3 had your employment not terminated prior to the Vesting Date.

6.3 In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in your RSUs (including any dividend equivalent RSUs). Payment for this Award will be made as soon as administratively possible, but not later than 60 days after, your termination of employment. For purposes of this Award, "disability" means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

7. Forfeiture Upon Other Terminations. In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all RSUs (and all associated dividend equivalent RSUs) granted hereunder shall immediately be forfeited and canceled.

8. Leave of Absence. Unless otherwise required by law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond three full calendar months (including any absence that began before the Grant Date), your RSU payout, including any dividend equivalent RSUs, will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).

9. RSU Award Payable in Stock.

9.1 Distribution from your RSU account will be made as soon as reasonably possible, but not later than 60 days, after the Vesting Date, except as otherwise provided in Section 6. The number of shares distributed will be equal to the number of whole vested RSUs in your account, subject to deductions described in Section 9.2. Fractional share values will be applied to Federal income tax withholding.

9.2 The Company will deduct from the distribution of your vested RSUs any withholding or other taxes required by law and may deduct any amounts due from you to the Company or to any Related Company.

9.3 In the event you transfer from the US based payroll to a country in which RSU grants and related dividend equivalents are not settled in shares of Common Stock and you are scheduled for an RSU payout under Section 3 or 6 above while in such country, your distribution will be paid in cash.

10. Transferability. RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death.

11. Clawback and Forfeiture Policy.

11.1 This Award and any proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

11.2 In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

11.3 Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

12. Miscellaneous.

12.1 No Right to Continued Employment or Service. This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

12.2 Discretionary Nature of Plan; No Vested Rights. You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

12.3 Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

12.4 Section 409A. This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service from shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A.

12.5 Requirements of Law. The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

12.6 Addendum to Notice. Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). In all circumstances, the Addendum shall constitute part of this Notice.

12.7 Governing Law. All questions concerning the construction, validity and interpretation of this notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

12.8 Agreement to Terms of Plan, Notice and Addendum. By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

Addendum to U.S. Notice of Terms

Restricted Stock Units

The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:

Clause (ii) of Section 11.2 shall not apply.

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:

Clause (ii) of Section 11.2 shall not apply.

The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:

For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consulting, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:

In addition, this Award and any proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly Engage in Competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, "Restricted Period" shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Award, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Award. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of $100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, "Engage in Competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consulting, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

Exhibit 10.5

International Notice of Terms
Restricted Stock Units (Stock-Settled)

To: «Name»

BEMSID: «BEMS_ID»

Grant Date: «Date»

As part of its executive compensation program, The Boeing Company (the "Company") has awarded you a Restricted Stock Unit award (the "Award") pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (the "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

1. **RSU Award.** You have been awarded «RSU_Units» Restricted Stock Units ("RSUs"). Each RSU corresponds to one share of Common Stock.

2. **RSU Account.** The Company will maintain a record of the number of awarded RSUs in an account established in your name.

3. **Vesting of RSUs.** Subject to Sections 6 and 7, your RSUs will vest on the third anniversary of the Grant Date (or if such date is not a Trading Day, the next Trading Day) (the "Vesting Date"). As soon as reasonably practicable following the Vesting Date, you shall receive a number of shares of Common Stock equal to the aggregate number of RSUs that vest as of such date. Notwithstanding the foregoing, the RSUs may be settled in the form of: (a) cash, to the extent settlement in shares of Common Stock (i) is not standard Company practice in your country of employment (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the "Employer") to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iii) is administratively burdensome; or (b) shares of Common Stock, but the Company may require you to immediately sell such shares if necessary to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such shares on your behalf). If, after the grant date but prior to the Vesting Date, you transfer employment to a Related Company in another country (you will be considered to have transferred to a Related Company if you are paid through that Related Company's payroll) and the Company does not settle RSUs in shares of Common Stock in that country, the RSUs will be settled in cash. Subject to the terms and conditions outlined under Section 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date. "Trading Day" shall mean a day on which the New York Stock Exchange is open for trading.

4. **Dividend Equivalents.**

   4.1 While RSUs are in your account, they will earn dividend equivalents in the form of additional RSUs. Specifically, as of each dividend payment date for Common Stock, your RSU account will be credited with additional RSUs ("dividend equivalent RSUs") equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one share of Common Stock.

   4.2 The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the "Fair Market Value" of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, "Fair Market Value" means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.

   4.3 Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated.

5. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

6. Impact of Certain Terminations.

6.1 In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your RSUs (including any dividend equivalent RSUs) in accordance with Section 3 as though you had continued employment through the Vesting Date.

6.2 In the event your employment is terminated prior to the Vesting Date by reason of retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or due to layoff (in each case, prior to attaining at least age 62 with at least one year of service), your RSUs (including any dividend equivalent RSUs) will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). Payment for this Award will be made at the same time as payment would have been made pursuant to Section 3 had your employment not terminated prior to the Vesting Date.

6.3 In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in your RSUs (including any dividend equivalent RSUs). Payment for this Award will be made as soon as administratively possible, but not later than 60 days after, your termination of employment. For purposes of this Award, "disability" means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, or as such term is required to be defined for these purposes under applicable local law.

7. Forfeiture Upon Other Terminations. In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all RSUs (and all associated dividend equivalent RSUs) granted hereunder shall immediately be forfeited and canceled.

8. Leave of Absence. Unless otherwise required by law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond three full calendar months (including any absence that began before the Grant Date), your RSU payout, including any dividend equivalent RSUs, will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).

9. Transferability. RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death.

10. Clawback and Forfeiture Policy.

10.1 This Award and any proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

10.2 In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with

this Section 10 is a condition for your receipt of this Award. For purposes of this Section 10, the Company shall include the Company and all Related Companies.

10.3 Nothing in this Section 10 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

11. Tax Withholding. Subject to the terms of the Plan and as a condition to the grant of the RSUs, you acknowledge and agree that, regardless of any action taken by the Company or the Employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or payment of the RSUs; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. If your country of employment (and/or the country of residence, if different) requires withholding of Tax-Related Items, then prior to the issuance and delivery of any shares of Common Stock or cash upon the vesting of this Award, the Company, the Employer, or any plan administrator, as applicable: (x) shall withhold a sufficient number of whole shares of Common Stock otherwise issuable upon the vesting of this Award that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld (in which case, the cash equivalent of such withheld shares of Common Stock shall be used to settle the withholding obligation); or (y) shall withhold an amount from your regular salary and/or wages, or from any other amounts payable to you, equal to the Tax-Related Items required to be withheld.

Depending on the withholding method, the Company, the Employer, or any plan administrator, as applicable, may withhold or account for Tax-Related Items by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

In the event the withholding requirements are not satisfied through the withholding of shares of Common Stock or through your regular salary and/or wages or other amounts payable to you, no shares of Common Stock will be issued to you and no cash payment will be made unless and until satisfactory arrangements (as determined by the Company or its delegate) have been made by you with respect to the payment of any Tax-Related Items which the Company determines, in its sole discretion, must be withheld or collected with respect to this Award. If you are subject to taxation in more than one jurisdiction, you acknowledge that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting the grant of this Award, you expressly consent to the withholding of shares of Common Stock and/or the withholding of amounts from your regular salary and/or wages, or other amounts payable to you, as provided for hereunder. All other Tax-Related Items related to this Award and any shares of Common Stock or cash acquired pursuant to the vesting of this Award are your sole responsibility.

12. Consent to Collection, Processing and Transfer of Personal Data. The Company is located at 100 North Riverside, Chicago, IL 60606, U.S.A. and grants RSUs under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company's grant of the RSUs under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting the grant of the RSUs, you expressly and explicitly consent to the Personal Data Activities as described herein.

12.1 Data Collection, Processing and Usage. The Company collects, processes and uses your personal data, including your name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Common Stock or directorships held in the Company, and details of all RSUs or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you. In granting the RSUs under the Plan, the Company will collect, process and use your personal data for purposes of allocating Common Stock and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of your personal data is your consent.

12.2 Stock Plan Administration Service Provider. The Company transfers your personal data to an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). In the future, the Company may select a different Stock Plan Administrator and share your personal data with another company that serves in a similar manner. The Stock Plan Administrator will open an account for you to receive and trade Common Stock acquired under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to your ability to participate in the Plan.

12.3 International Data Transfers. The Company and the Stock Plan Administrator are based in the United States. You should note that your country of residence may have enacted data privacy laws that are different from the United States. The Company's legal basis for the transfer of your personal data to the United States is your consent.

12.4 Voluntariness and Consequences of Consent Denial or Withdrawal. Your participation in the Plan and your grant of consent is purely voluntary. You may deny or withdraw your consent at any time. If you do not consent, or if you later withdraw your consent, you may be unable to participate in the Plan. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.

12.5 Data Subjects Rights. You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights, you should contact your local human resources department.

13. Miscellaneous.

13.1 No Right to Continued Employment or Service. This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.

13.2 Termination Indemnities. The Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.

13.3 Discretionary Nature of Plan; No Vested Rights. You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award, and the vesting provisions.

13.4 EU Age Discrimination Rules. If you are a local national of and employed in a country that is a member of the European Union, the grant of this Award and the terms and conditions governing this Award are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

13.5 Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party-designated by the Company.

13.6 Private Placement. The grant of the Award is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Award is not subject to the supervision of the local securities authorities.

13.7 English Language. You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Award. If you have received the Notice, the Plan or any other documents related to the RSUs translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

13.8 Section 409A. This Award is intended to be exempt from or otherwise comply with Section 409A of the U.S. Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the

requirements of Section 409A and payable upon such separation from service from shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A.

13.9 Compliance with Local Law. If you are resident or employed outside of the United States, as a condition to the grant of the Award, you agree to repatriate all payments attributable to the shares of Common Stock or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).

13.10 Requirements of Law. The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

13.11 Addendum to Notice. Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for your country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer). In all circumstances, the Addendum shall constitute part of this Notice.

13.12 Governing Law. All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

13.13 Insider Trading Notice. You acknowledge that, depending on your broker's country of residence or where Common Stock is listed, you may be subject to insider trading restrictions and/or market abuse laws which may affect your ability to accept, acquire, sell or otherwise dispose of Common Stock, rights to Common Stock or rights linked to the value of Common Stock during such times you are considered to have "inside information" regarding the Company as defined in the laws or regulations in your country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. You understand that third parties may include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.

13.14 Additional Requirements. The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

13.15 Agreement to Terms of Plan, Notice and Addendum. By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

Addendum to

International Notice of Terms of Restricted Stock Units

In addition to the terms of the Plan and the Notice, the Award is subject to the following additional terms and conditions as set forth in this Addendum to the extent you reside and/or are employed in one of the countries addressed herein. All defined terms as contained in this Addendum shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Addendum (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

European Union ("EU") / European Economic Area ("EEA") Countries, Switzerland, and the United Kingdom

1. **Data Privacy**. If you reside or are employed in the EU or EEA, Switzerland, or the United Kingdom, the following provision replaces Section 12 of this Notice.

   The Company is located at 100 North Riverside, Chicago, IL 60606, U.S.A. and grants RSUs under the Plan to you at the Company's sole discretion. You should review the following information about the Company's data processing practices.

   Data Collection and Usage. Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes uses, and transfers certain personally-identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all RSUs or any other awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or the Employer. In granting you RSUs under the Plan, the Company will collect your personal data for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company's collection, processing, use and transfer of your personal data is necessary for the performance of the Company's contractual obligations under the Plan and pursuant to the Company's legitimate interest of managing and generally administering employee equity awards. Your refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. As such, by participating in the Plan, you voluntarily acknowledge the collection, use, processing and transfer of your personal data as described herein.

   Stock Plan Administration Service Provider. The Company transfers your data to Computershare Limited, an independent service provider based in Australia, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share your data with another company that serves in a similar manner. The Company's service provider will open an account for you to receive and trade shares of Common Stock. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to your ability to participate in the Plan.

   International Data Transfers. The Company and its service providers are based in the United States and Australia. The Company can only meet its contractual obligations to you if your personal data is transferred to the United States and Australia. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of your data from the EU/EEA, Switzerland, and the United Kingdom to the United States and Australia. You should be aware that the United States and Australia have different data privacy laws and protections than the data privacy laws in place in the EU/EEA, Switzerland, and the United Kingdom.

   Data Retention. The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps the Participant's data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be for compliance with relevant laws or regulations in the Participant's country of residence (and country of employment, if different).

   Data Subjects Rights. You may have a number of rights under data privacy laws in your country of residence (and country of employment, if different). For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights, you should contact your local HR manager or the Company's Human Resources Department.

Australia

1. **Award Conditioned on Satisfaction of Regulatory Obligations.** If you are (a) a director of a Related Company incorporated in Australia, or (b) a person who is a management-level executive of a Related Company incorporated in Australia and who also is a director of a Related Company incorporated outside of Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.

2. **Securities Law Information.** The grant of RSUs is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order 14/1000. Participation in the Plan and the RSUs granted under the Plan are subject to the terms and conditions stated in the Australian Offer Document, in addition to the Plan and this Notice.

3. **Tax Consideration.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Act).

Belgium

No country specific provisions.

Brazil

1. **Labor Law Acknowledgment**. By accepting the RSUs, you acknowledge and agree, for all legal purposes, that (a) the benefits provided under the Notice and the Plan are the result of commercial transactions unrelated to your employment; (b) the Notice and the Plan are not a part of the terms and conditions of your employment; and (c) the income from the RSUs, if any, is not part of your remuneration from employment.

2. **Extraordinary Item of Compensation.** You expressly recognize and acknowledge that your participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as your free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the Plan, the Notice, and this Addendum. As such, you acknowledge and agree that the Company may, in its discretion, amend and/or discontinue your participation in the Plan at any time and without any liability. The value of the Award is an extraordinary item of compensation outside the scope of your employment contract, if any. The RSUs are not part of your regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Employer.

3. **Compliance with Law**. By accepting the RSUs, you acknowledge and agree to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the RSUs, the receipt of any dividends, the sale of any shares of Common Stock and the payment of any cash acquired under the Plan and the receipt of any dividend equivalents.

Canada

1. **Clawback and Forfeiture Policy**. The following provision shall replace Section 10.2 of the Notice:

   10.2. In addition, subject to applicable law, this Award and any proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage, within Canada, in competition with any aspect of Company business with which you were directly involved or about which you gained proprietary or confidential information during the twenty-four (24) months before the date you engaged in such competitive activity; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants, with whom you engaged on behalf of the Company during the twenty-four (24) months before the date of such inducement, to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 10 is a condition for your receipt of this Award. For purposes of this Section 10, the Company shall include the Company and all Related Companies.

2. **Use of English Language**. If you are a resident of Quebec, by accepting your RSUs, you acknowledge and agree that it is your wish that the Notice, this Addendum, as well as all other documents, notices and legal proceedings entered into, given or instituted pursuant to your RSUs, either directly or indirectly, be drawn up in English.

   Langue anglaise. En acceptant l'allocation de vos RSUs, vous reconnaissez et acceptez avoir souhaité que le accord, le présent avenant, ainsi que tous autres documents exécutés, avis donnés et procédures judiciaires intentées, relatifs, directement ou indirectement, à l'allocation de vos RSUs, soient rédigés en anglais.

   BY SIGNING BELOW, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE, THE PLAN AND THIS ADDENDUM.

   _____

   Signature

   _____

   Printed Name

   _____

   Date

   IMPORTANT NOTE: THIS ADDENDUM MUST BE SIGNED AND RETURNED TO THE LOCAL HR DEPARTMENT OF THE COMPANY'S AFFILIATE IN CANADA NO LATER THAN APRIL 30, 2021.

China

1. **Exchange Control Restrictions.** You understand and agree that if you are a PRC national employed in China, the Company may impose additional terms and conditions on your Award as necessary, to comply with any rules and regulations established by the State Administration of Foreign Exchange in China, and you further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China. You agree to hold any shares of Common Stock received upon settlement of the Award with the Company's designated broker. Upon a termination of employment, if you hold Common Stock and the Award is not paid in cash, you shall be required to sell all shares of Common Stock issued pursuant to the Award within 180 days (or such shorter period as may be required by the State Administration of Foreign Exchange or the Company) of the termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the shares of Common Stock (including procedures whereby the Company may issue sell instructions on your behalf), and you hereby agree to comply with such procedures and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China. You understand and agree that the repatriation of dividends and sales proceeds may need to be effected through a special exchange control account established by the Company or its Related Companies, and you hereby consent and agree that dividends issued on shares of Common Stock and sales proceeds from the sale of shares of Common Stock acquired under the Plan may be transferred to such account by the Company on your behalf prior to being delivered to you. Dividends and/or sales proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If dividends and/or sales proceeds are paid to you in U.S. dollars, you understand that you will be required to set up a U.S. dollar bank account in China so that the dividends or proceeds may be deposited into this account. If dividends and/or sales proceeds are paid to you in local currency, you acknowledge that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and/or proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time dividends are issued or shares are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company or its Related Companies in China in the future in order to facilitate compliance with exchange control requirements in China. You acknowledge and agree that the processes and requirements set forth herein shall continue to apply following your termination.

2. **Administration.** The Company shall not be liable for any costs, fees, lost interest or dividends or other losses you may incur or suffer resulting from the enforcement of the terms of this Notice (including this Addendum) or otherwise from the Company's operation and enforcement of the terms of the Plan and the Award in accordance with People's Republic of China law including, without limitation, any applicable rules, regulations, requirements and approvals issued by the State Administration of Foreign Exchange.

France

1. **Award Not French-Qualified**. The RSUs are not granted under the French specific regime provided by Articles L.225-197-1 and seq. of the French Commercial Code, as amended.

2. **English Language.** You acknowledge and agree that it is your express intent that this Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you have received this Notice, the Plan or any other documents related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

   Langue anglaise. Vous reconnaissez et consentez que c'est votre intention expresse que l'Accord, le Projet et tous les autres documents, les notifications et l'événement légal est entré dans, compte tenu de ou institué conformément à la Récompense de RSU, est formulé dans l'anglais. Si vous avez reçu l'Accord, le Projet ou aucuns autres documents a relaté à la Récompense de RSU traduite dans une langue autrement que l'anglais, et si le sens de la version traduite est différent de la version anglaise, la version anglaise contrôlera.

BY SIGNING BELOW, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE, THE PLAN AND THIS ADDENDUM.

_____

Signature

_____

Printed Name

_____

Date

IMPORTANT NOTE: THIS ADDENDUM MUST BE SIGNED AND RETURNED TO THE LOCAL HR DEPARTMENT OF THE COMPANY'S AFFILIATE IN FRANCE NO LATER THAN APRIL 30, 2021.

Germany

No country specific provisions.

Hong Kong

1. **Lapse of Restrictions.** If, for any reason, shares of Common Stock are issued to you within six (6) months of the grant date, you agree that you will not sell or otherwise dispose of any such shares prior to the six-month anniversary of the grant date.

2. **IMPORTANT NOTICE/WARNING.** The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of the documents, you should obtain independent professional advice. The RSUs and shares of Common Stock issued at vesting do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or Related Companies. This Notice, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The RSUs are intended only for the personal use of each eligible employee of the Employer, the Company or any Related Company and may not be distributed to any other person.

3. **Wages**. The RSUs and shares of Common Stock or cash received in settlement of the Award do not form part of your wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

India

1. **Repatriation Requirements**. You expressly agree to repatriate all sale proceeds and dividends attributable to the shares of Common Stock acquired under the Plan in accordance with local foreign exchange rules and regulations. Neither the Company nor any Related Company shall be liable for any fines or penalties resulting from your failure to comply with applicable laws, rules or regulations.

Ireland

No country specific provisions.

Israel

1. **Restriction on Shares**. As a condition to the grant of the RSUs you understand that, due to tax laws in Israel, you are required to hold shares of Common Stock acquired under the Plan with Computershare Limited, or such other stock plan service provider engaged by the Company in the future, until such time that you sell the shares of Common Stock and you are not entitled to transfer the shares of Common Stock or have the shares of Common Stock otherwise released to you prior to such sale. The foregoing requirement shall apply unless and until you are expressly notified otherwise by the Company.

Italy

No country specific provisions.

Japan

No country specific provisions.

Kenya

1. **Tax Registration Notification**. Under the Tax Procedure Act, 2015, you are required to complete and submit a tax registration application to the Commissioner of Income Tax within 30 days after the first vesting of the Units, if you have not previously registered. The registration should be completed through the online portal "I TAX" and is a one-time only registration. You are solely responsible for ensuring compliance with all registration requirements in Kenya.

Netherlands

1. **Waiver of Termination Rights**. As a condition to the grant of the RSUs, you hereby waive any and all rights to compensation or damages as a result of the termination of your employment with the Company and any Related Companies for any reason whatsoever, insofar as those rights result or may result from (a) the loss or diminution in value of such rights or entitlements under the Plan, or (b) you ceasing to have rights under or ceasing to be entitled to any awards under the Plan as a result of such termination.

Russia

1. **Important Notification.** Proceeds from the sale of shares of Common Stock must be repatriated to Russia within a reasonably short period after receipt. Cash proceeds from the sale of shares of Common Stock can be remitted directly to a foreign individual bank account in OECD or FATF countries, provided that such securities are listed on one of the foreign stock exchange on the list provided for by Russian federal law (*e.g.*, the New York Stock Exchange). Other cash proceeds derived from the Plan must be remitted directly to a personal bank account opened with an authorized bank in the Russian Federation (an "Authorized Russian Account"). Thereafter, you may, in your sole discretion, personally transfer such amounts from your Authorized Russian Account to a bank account legally established outside of the Russian Federation with a non-Russian bank located in the Organization for Economic Co-operation and Development or the Financial Action Task Force countries (an "Authorized Foreign Account"). Cash dividends (but not dividend equivalents payable in cash) can be remitted directly to an Authorized Foreign Account. However, you are required to notify the Russian tax authorities within one month of opening or closing an Authorized Foreign Account or changing the account details. You also are required to file quarterly reports of any transactions involving any Authorized Foreign Account you hold with the Russian tax authorities. You may hold shares of Common Stock in a brokerage account in the U.S.; however, in no event will shares of Common Stock issued to you under the Plan be delivered to you in Russia. You are not permitted to sell shares of Common Stock directly to other Russian legal entities or individuals.

2. **No Offering of Securities in Russia.** You acknowledge that the RSUs, this Notice, the Plan and all other materials that you may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. Any shares of Common Stock acquired pursuant to the Plan have not and will not be registered in Russia and, therefore, neither the RSUs nor the shares of Common Stock may be used for offering or public circulation in Russia. In no event will the shares of Common Stock to be issued under the Plan be delivered to you in Russia. All the shares of Common Stock acquired under the Plan will be maintained on behalf of you outside of Russia. You will not be permitted to sell or otherwise transfer the shares of Common Stock directly to a Russian legal entity or resident.

Saudi Arabia

1. **Securities Law Notice.** This document may not be distributed in the Kingdom except to such persons as are permitted under the Rules of the Offers of Securities and Continuing Obligations issued by the Capital Market Authority.

   The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the

accuracy of the information relating to the securities. If you do not understand the contents of this document you should consult an authorized financial adviser.

Singapore

1. **Qualifying Person Exemption.** The grant of RSUs under the Plan is being made pursuant to the "Qualifying Person exemption" under section 273(1)(f) of the Securities and Futures Act (Chapter 289) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. You should note that the RSUs are subject to section 257 of the SFA and you will not be able to make any subsequent sale of the shares of Common Stock in Singapore, or any offer of such subsequent sale of the shares of Common Stock subject to the grants in Singapore, unless such sale or offer is made (i) after six months from the grant date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

South Korea

No country specific provisions.

Spain

1. **Securities Law Information**. Your participation in the Plan and any Common Stock issued thereunder do not qualify under Spanish regulations as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

2. **Acknowledgement of Discretionary Nature of the RSUs; No Vested Rights.** In accepting the RSUs, you acknowledge that you consent to participate in the Plan and have received a copy of the Plan. You understand that the Company has unilaterally, gratuitously and in its sole discretion granted the RSUs under the Plan to individuals who may be employees of the Company or its Related Companies throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Related Companies on an ongoing basis. Consequently, you understand that the RSUs are granted on the assumption and condition that the RSUs and any shares of Common Stock or cash acquired upon vesting of the RSUs shall not become a part of any employment contract (either with the Company or any of its Related Companies) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, you understand that this grant would not be made to you but for the assumptions and conditions referenced above. Thus, you acknowledge and freely accept that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, the grant of the RSUs under this Notice shall be null and void.

   You understand and agree that, as a condition of the grant of the RSUs and unless otherwise provided in this Notice, the unvested portion of the RSUs as of the date of your termination will be forfeited without entitlement to the underlying shares of Common Stock or cash or to any amount of indemnification in the event of the termination of employment by reason of, but not limited to, (i) material modification of the terms of employment under Article 41 of the Workers' Statute or (ii) relocation under Article 40 of the Workers' Statute. You acknowledge that you have read and specifically accept the conditions referred to in this Notice regarding the impact of a termination on your RSUs.

BY SIGNING BELOW, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE, THE PLAN AND THIS ADDENDUM.

_____

Signature

_____

Printed Name

_____

Date

IMPORTANT NOTE: THIS ADDENDUM MUST BE SIGNED AND RETURNED TO THE LOCAL HR DEPARTMENT OF THE COMPANY'S AFFILIATE IN SPAIN NO LATER THAN APRIL 30, 2021.

Turkey

1. **Securities Law Notification**. The sale of shares of Common Stock acquired under the Plan is not permitted within Turkey. The sale of Common Stock acquired under the Plan must occur outside of Turkey. The shares of Common

Stock are currently traded on the New York Stock Exchange under the ticker symbol "BA" and shares of Common Stock may be sold on this exchange.

United Arab Emirates

1. **Securities Law Notice**. The Notice, the Plan, and other incidental communication materials related to the RSUs are intended for distribution only to employees of the Company and its subsidiaries for the purposes of an incentive scheme.

   The Emirates Securities and Commodities Authority and Central Bank have no responsibility for reviewing or verifying any documents in connection this statement. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this statement nor taken steps to verify the information set out in it, and have no responsibility for it. The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

   If you do not understand the content of the Notice, including this Addendum, or the Plan, you should obtain independent professional advice.

United Kingdom

1. **Clawback and Forfeiture Policy.** The following shall modify Section 10.2 of the Notice:

   Clauses (ii) and (iii) of Section 10.2 shall not apply.

This Award and any proceeds resulting from the vesting of this Award are also subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, within the Restricted Period: directly or indirectly, for your own benefit or that of others, (a) be employed by or otherwise provide services to a Competing Business which is being carried out or to be carried out in any Restricted Territory; (b) set up or carry on a Competing Business which is being carried out or to be carried out in any Restricted Territory; (c) solicit, attempt to solicit, assist in soliciting, entice away, or try to entice away, from the Company or any Related Company any Key Person; or (d) be personally involved to a material extent in accepting into employment, recruiting, engaging, or otherwise using the services of any Key Person. For the avoidance of doubt, none of the restrictions contained in this Section prevent you from holding any shares or other securities in any company or from doing anything for which the Company has given its prior written consent. The Company encourages you to seek such consent if necessary.

The restrictions this Section are considered by the parties to be fair and reasonable in all circumstances. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

For the purposes of this Section, any capitalized terms shall have the following meaning:

"Competing Business" means any business which competes with or is preparing to compete with (a) any business carried on by the Company or any Related Company; or (b) any business which the Company or any Related Company is proposing to carry on and has taken material steps towards conducting; and in each of cases (a) and (b) in respect of which business of the Company or Related Company you: (i) had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties; or (ii) otherwise obtained Relevant Confidential Information, in each case in the course of your employment.

"Key Person" means any employee, director, or consultant engaged by the Company or any Related Company who provides or has provided executive, managerial, supervisory, financial, engineering, creative, professional, technical, account handling, or similar services to the Company or any Related Company (a) with whom you have had material dealings; or (b) in respect of whom you have obtained Relevant Confidential Information about their skills, role, responsibilities, expertise, or other Relevant Confidential Information or material nonpublic information relevant to their potential recruitment or engagement, in each case at any time during the course of your employment.

"Relevant Confidential Information" means information not generally known outside the Company or any Related Company or information entrusted to the Company or any Related Company by third parties, which may relate (by way of example and without limitation) to inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling, and may be contained (by way of example and without limitation) in materials such as drawings, models,

data, specifications, records, reports, complications, or computer programs, and may be in the nature of unwritten knowledge or know-how, in each case, that may or would be of value to any business which competes or is preparing to compete with the Company or a Related Company.

"Restricted Period" means the period ending on the earlier of: (a) the second anniversary of the later of the Vesting Date or the payment date for the Award; or (b) the six month anniversary of your termination of employment.

"Restricted Territory" means: (a) the United Kingdom; or (b) any other country where the Company or a Related Company carries out business and in relation to which you have had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties during the course of your employment; or (c) any other country where the Company or a Related Company carries out business and in relation to which you acquired Relevant Confidential Information during the course of your employment.

2. **Income Tax and Social Insurance Contribution Withholding**. The following provision shall replace Section 11 of this Notice:

Without limitation to Section 11 of this Notice, you agree that you are liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company, the Employer or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are a director or executive officer and income tax due is not collected from or paid by you within ninety (90) days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer (as applicable) for the value of any employee national insurance contributions due on this additional benefit, which the Company and/or the Employer may recover from you at any time thereafter by any of the means referred to in Section 11 of this Notice.

3. **Exclusion of Claim.** You acknowledge and agree that you shall have no entitlement to compensation or damages in consequence of the termination of your employment with the Company or any Related Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from your ceasing to have rights under or to be entitled to vesting in your RSUs as a result of such termination, or from the loss or diminution in value of your RSUs. Upon the grant of your RSUs, you shall be deemed irrevocably to have waived any such entitlement.

4. **Brexit**. To the extent that the United Kingdom is no longer a part of the European Union following the United Kingdom's withdrawal from the European Union, but the laws discussed herein still apply to the United Kingdom for a period of time following the withdrawal, all references to the European Union shall include the United Kingdom, unless otherwise stated in this document.

Exhibit 10.6

U.S. Notice of Terms
Restricted Stock Units

To: David L. Calhoun

BEMSID: [_____]

Grant Date: [_____]

As part of its executive compensation program, The Boeing Company (the "Company") has awarded you a Restricted Stock Unit award (the "Award") pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (the "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

1. **RSU Award.** You have been awarded «RSU_Units» Restricted Stock Units ("RSUs"). Each RSU corresponds to one share of Common Stock.

2. **RSU Account.** The Company will maintain a record of the number of awarded RSUs in an account established in your name.

3. **Vesting of RSUs.** Subject to Sections 6 and 7, your RSUs will vest in full on the third anniversary of the Grant Date (or if such date is not a Trading Day, the next Trading Day) (the "Vesting Date"). Contingent upon vesting of your RSUs, the Company will issue to you shares of Common Stock equal in number to the vested number of whole RSUs in your account in accordance with Section 9.1, after deduction of shares to cover appropriate taxes and other charges as described in Section 9.2. Subject to the terms and conditions outlined under Section 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date. "Trading Day" shall mean a day on which the New York Stock Exchange is open for trading.

4. **Dividend Equivalents.**

4.1 While RSUs are in your account, they will earn dividend equivalents in the form of additional RSUs. Specifically, as of each dividend payment date for Common Stock, your RSU account will be credited with additional RSUs ("dividend equivalent RSUs") equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one share of Common Stock.

4.2 The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the "Fair Market Value" of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, "Fair Market Value" means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.

4.3 Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated.

5. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

6. **Impact of Certain Terminations.**

6.1 In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.,* 60 days), you will remain eligible to vest in, and receive distribution of, your RSUs (including any dividend equivalent RSUs) in accordance with Sections 3 and 9 as though you had continued employment through the Vesting Date.

6.2 In the event your employment is terminated prior to the Vesting Date by reason of retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or due to layoff (in each case, prior to attaining at least age 62 with at least one year of service), your RSUs (including any dividend equivalent RSUs) will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). Payment for this Award will be made at the same time as payment would have been made pursuant to Sections 3 and 9 had your employment not terminated prior to the Vesting Date.

6.3 In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in your RSUs (including any dividend equivalent RSUs). Notwithstanding Section 9.1, payment for this Award will be made as soon as administratively possible, but not later than 60 days after, your termination of employment due to death or disability. For purposes of this Award, "disability" means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

7. Forfeiture Upon Other Terminations. In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all RSUs (and all associated dividend equivalent RSUs) granted hereunder shall immediately be forfeited and canceled.

8. Leave of Absence. Unless otherwise required by law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond three full calendar months (including any absence that began before the Grant Date), your RSU payout, including any dividend equivalent RSUs, will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).

9. RSU Award Payable in Stock.

9.1 Distribution from your RSU account will be made in ten (10) annual installments commencing in January of the year following the year in which you terminate employment with the Company, except as otherwise provided in Section 6.3 above. The number of shares distributed with each installment will be equal to the number of RSUs remaining in your account immediately prior to that installment's distribution, divided by the number of installments remaining to be paid. Fractional share values will be applied to Federal income tax withholding.

9.2 The Company will deduct from each installment distribution of your vested RSUs any withholding or other taxes required by law and may deduct any amounts due from you to the Company or to any Related Company.

10. Transferability. RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death.

11. Clawback and Forfeiture Policy.

11.1 This Award and any proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

11.2 In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

11.3 Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

12. Miscellaneous.

12.1 No Right to Continued Employment or Service. This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any

Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

12.2 Discretionary Nature of Plan; No Vested Rights. You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

12.3 Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

12.4 Section 409A. This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service from shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A.

12.5 Employee Data Privacy. By accepting this Award, you:

(a) explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;

(b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise ("Data");

(c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of this Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and

(d) authorize the Company, its Related Companies and its agents to store and transmit the information in electronic form.

12.6 Requirements of Law. The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

12.7 Addendum to Notice. Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). In all circumstances, the Addendum shall constitute part of this Notice.

12.8 Governing Law. All questions concerning the construction, validity and interpretation of this notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

12.9 Agreement to Terms of Plan, Notice and Addendum. By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

Addendum to U.S. Notice of Terms

Restricted Stock Units

The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:

Clause (ii) of Section 11.2 shall not apply.

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:

Clause (ii) of Section 11.2 shall not apply.

The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:

For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consulting, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:

In addition, this Award and any proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly Engage in Competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, "Restricted Period" shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Award, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Award. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of $100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, "Engage in Competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consulting, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

EXHIBIT 15

LETTER IN LIEU OF CONSENT FOR REVIEW REPORT

April 28, 2021

To the Board of Directors and Shareholders of
The Boeing Company
Chicago, Illinois

We have reviewed, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the unaudited interim financial information of The Boeing Company and subsidiaries for the periods ended March 31, 2021 and 2020, as indicated in our report dated April 28, 2021; because we did not perform an audit, we expressed no opinion on that information.

We are aware that our report referred to above, which is included in your Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, is incorporated by reference in Registration Statement Nos. 33-25332, 33-31434, 33-43854, 33-58798, 33-52773, 333-16363, 333-26867, 333-32461, 333-32491, 333-32499, 333-32567, 333-41920, 333-54234, 333-73252, 333-107677, 333-140837, 333-156403, 333-160752, 333-163637, 333-195777, 333-228097, and 333-252770 on Form S-8, and Registration Statement Nos. 333-240300, 333-249827, and 333-250000 on Form S-3.

We also are aware that the aforementioned report, pursuant to Rule 436(c) under the Securities Act of 1933, is not considered a part of the Registration Statement prepared or certified by an accountant or a report prepared or certified by an accountant within the meaning of Sections 7 and 11 of that Act.

/s/ Deloitte & Touche LLP

Chicago, Illinois

EXHIBIT 31.1

CERTIFICATION PURSUANT TO
RULE 13a-14 OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, David L. Calhoun, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Boeing Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 28, 2021

/s/ David L. Calhoun

David L. Calhoun
President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO
RULE 13a-14 OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Gregory D. Smith, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Boeing Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 28, 2021

/s/ Gregory D. Smith

Gregory D. Smith
Executive Vice President, Enterprise Operations and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of The Boeing Company (the "Company") on Form 10-Q for the period ending March 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David L. Calhoun, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David L. Calhoun

David L. Calhoun
President and Chief Executive Officer

April 28, 2021

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of The Boeing Company (the "Company") on Form 10-Q for the period ending March 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gregory D. Smith, Executive Vice President, Enterprise Operations and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Gregory D. Smith

Gregory D. Smith
Executive Vice President, Enterprise Operations and Chief Financial Officer

April 28, 2021