

1 **LETTER OF UNDERSTANDING NO. 30**

2 **SUBJECT: SHAREVALUE PROGRAM**

3 ~~The Boeing Company and the Union agree that all eligible represented~~
4 ~~employees may participate in the Boeing ShareValue Program (also known~~
5 ~~as the ShareValue Trust) for the duration of this Agreement. The parties~~
6 ~~agree that the Company's success depends upon the ability to return long-~~
7 ~~term value to the shareholders. The intent of this Program is to help inform~~
8 ~~employees about what makes a business run and produces shareholder value,~~
9 ~~and to allow employees to share in the results of their efforts to increase~~
10 ~~shareholder value. If the ShareValue Program is continued beyond its~~
11 ~~current termination date, all eligible bargaining unit employees may~~
12 ~~continue to participate.~~

13 ~~Employees will be eligible to participate in accordance with the governing~~
14 ~~provisions of the ShareValue Program as set forth in the official Program~~
15 ~~documents. In the event of any conflict between this Letter of~~
16 ~~Understanding and the official ShareValue Program documents, the official~~
17 ~~ShareValue Program documents will prevail in every case.~~

18 ~~Eligible participants will proportionally share in a ShareValue Program~~
19 ~~distribution based on the number of months they were eligible to participate~~
20 ~~during any investment period falling within the term of this Agreement or~~
21 ~~any preceding Agreement that provided for their participation in the~~
22 ~~ShareValue Program.~~

23 ~~Dated: November 2, 2008~~