

AGREEMENT

The United States Attorney's Offices for the Central District of California ("CDCA") and the Eastern District of Virginia ("EDVA") (hereinafter collectively referred to as "the USAOs"), and The Boeing Company ("Boeing"), by its Senior Vice President – Law, pursuant to authority granted by its Board of Directors, hereby enter into this Agreement (the "Agreement"). This Agreement is part of a comprehensive resolution of civil and criminal matters relating to the subject matters defined in paragraphs 1 and 2 of this Agreement. This Agreement shall have force and effect only upon the occurrence of both: (a) execution of this Agreement by the USAOs and Boeing; and (b) execution of a Civil Settlement Agreement and Release, in the form attached hereto as Appendix C, by the Department of Justice and Boeing.

Definitions

1. The "EELV Matter" is defined to include all matters relating to the alleged possession, transfer, use, and concealment of, and other conduct with respect to, another company's documents and information, whether or not proprietary or trade secret and whether or not in written form, and whether or not constituting "competition sensitive" or "source selection" information as defined in 41 U.S.C. § 423, and the disclosure or nondisclosure of such conduct, in connection with Boeing's participation: (a) from 1992 through 2003 in the United States Air Force ("USAF") MLV III program; (b) from 1995 through 2003 in the USAF EELV procurement process, awards and restructurings; (c) from 1999 through 2003 in the National Aeronautic and Space Administration ("NASA") Launch Services ("NLS") procurement process, including the NLS 19-pack procurement; and (d) from 1995 through 2003 in the Exoatmospheric Kill Vehicle procurement. This includes but is not limited to all conduct and events during the respective time periods relating to (a) the alleged possession of, transfer of, use of, and/or other conduct with respect to, another company's documents and information specifically by Ken Branch and William Erskine, and also by a Boeing engineer, a Boeing parametrician, a Boeing

manager, and a Boeing marketing director (each of whom is more specifically described in Appendix A); (b) Boeing's access to and/or use of documents and information relating to another company in the possession of Ken Branch, William Erskine, the Boeing engineer, the Boeing parametrician, the Boeing manager, or the Boeing marketing director; (c) alleged contacts between Boeing and government representatives in connection with the EELV procurement process, awards and restructurings; and (d) the conduct described in Appendix A.

2. The "Druyun Matter" is defined to include all matters relating to Boeing's dealings, communications, negotiations and/or relationships with Darleen Druyun while employed by the USAF, whether direct or indirect and whether or not related to USAF contracts or Boeing employment. This includes but is not limited to all conduct and events relating to (a) Boeing's hiring and employment of Druyun's daughter and future son-in-law; (b) Boeing's recruitment and hiring of Druyun; (c) Druyun's involvement in any Boeing contract or program while employed by the USAF; (d) alleged disclosure by Druyun to Boeing of EADS or Airbus information relating to the Tanker program in or about April 2002; (e) Boeing's retention of a retired USAF General Officer and his activities while retained by Boeing relating to the Tanker program or otherwise; and (f) the conduct described in Appendix B.

3. The "Agreement Term" is defined to mean two years from the date Boeing executes this Agreement.

Boeing's Promises and Obligations

4. In consideration for the USAOs' promises as set forth in paragraphs 8 and 9 below, Boeing knowingly, voluntarily, and with the advice of counsel, agrees to the following:

a) Boeing accepts and acknowledges responsibility for the conduct of its employees in connection with the EELV Matter and the Druyun Matter;

b) Boeing agrees to pay a monetary penalty of \$50,000,000 to the United States not later than 14 days after this Agreement is executed;

- c) Boeing agrees to pay the amount of \$565,000,000 to the United States as set forth in the Civil Settlement Agreement and Release executed concurrently herewith in the form attached hereto as Appendix C;
- d) Boeing agrees to continue to cooperate with the USAOs, as described in paragraph 6;
- e) Boeing agrees to maintain the ethics and compliance program described in paragraph 7;
- f) Boeing agrees that during the Agreement Term it will not commit any federal criminal offenses (1) related to access to, possession of or use of (a) another company's "competition sensitive" or "source selection" information as defined in the federal Procurement Integrity Act or (b) another company's trade secret information in connection with a federal procurement, or (2) constituting a violation of any of the provisions contained in Chapter 11 of Title 18 of the United States Code (collectively, the "Defined Offenses"). For purposes of determining compliance with this Agreement (as opposed to legal responsibility), the commission of a Defined Offense by a Boeing employee classified at a level below Executive Management as defined by Boeing's internal classification structure in place at the time of execution of this Agreement shall not be deemed to constitute the commission of a Defined Offense by Boeing; and the commission of a Defined Offense by a Boeing employee shall not be deemed to constitute the commission of a Defined Offense by Boeing so long as the underlying allegation or conduct is reported by Boeing consistent with the provisions of paragraph 7 below. The USAOs retain the right to exercise their discretion to prosecute any Defined Offense so reported to the extent that such Defined Offense would otherwise be prosecutable by the USAOs. Boeing agrees that it shall notify the USAOs if it is charged with any federal criminal offense, including any Defined Offense, by any other United States Attorney's Office during the Agreement Term;
- g) Boeing agrees that semi-annually during the Agreement Term, including between thirty and sixty days before the expiration of the Agreement Term, the General Counsel

of Boeing shall execute, under penalty of perjury, and provide to the USAOs, a certification that, to the best of his or her knowledge after inquiry he or she believes to be sufficient to assess compliance, Boeing is in compliance with the terms of this Agreement;

h) Boeing agrees that the federal statute of limitations for any criminal offense relating to the Druyun Matter is tolled for the Agreement Term plus 90 days;

i) Boeing agrees that by signing this Agreement, it waives any claim or defense based on the statute of limitations, any claim of preindictment delay, or any speedy trial claim with respect to any prosecution relating to the Druyun Matter except to the extent that such claims or defenses existed on the date Boeing signed this Agreement;

j) Boeing agrees that by signing this Agreement, it waives the right to be prosecuted by indictment for any federal criminal offense relating to the Druyun Matter and that any such prosecution may be brought by way of an information; and

k) Boeing agrees that, in any criminal prosecution for any federal criminal offense relating to the Druyun Matter, and/or any conduct disclosed pursuant to the terms of this Agreement, the USAOs will be free to use in any way any statements, testimony, information, documents and tangible evidence disclosed under the terms of this Agreement, as well as any evidence in whatever form, derived therefrom (collectively the "Disclosed and Derived Information"), and Boeing will be unable to and waives any right to assert that any Disclosed and Derived Information (1) was obtained in violation of any constitutional, statutory or rule-based right or privilege; or (2) is inadmissible because of Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other constitutional provision, statute, or rule.

5. The parties acknowledge that Boeing is entering into this Agreement voluntarily, and it is the express intention of the parties that disclosures by Boeing pursuant to the terms of this Agreement shall be deemed voluntary for any and all purposes, including but not limited to participation in any voluntary disclosure program or consideration under the Deputy Attorney

General's January 20, 2003 Memorandum, Principles of Federal Prosecution of Business Organizations.

6. During the Agreement Term, Boeing agrees to continue to cooperate fully and actively with the USAF, with NASA, with the USAOs, and, at the direction of the USAOs, with the Air Force Office of Special Investigations ("AFOSI"), the Defense Criminal Investigative Service ("DCIS"), the Department of Defense Office of Inspector General ("DOD-OIG"), the NASA Office of the Inspector General ("NASA-OIG"), and any other government agency designated by the USAOs regarding the EELV and Druyun Matters as set forth in this paragraph. (The USAF, AFOSI, DOD-OIG, NASA, NASA-OIG, DCIS, and any other government agency designated by the USAOs will hereinafter collectively be referred to as "the Designated Agencies.") Boeing shall (a) truthfully disclose and provide to the USAOs and the Designated Agencies information, documents, records and other tangible evidence within Boeing's possession, custody or control relating to the EELV and Druyun Matters and the matters encompassed within paragraph 7(c) below, about which such entities may inquire, that are not subject to the attorney-client privilege or the work product doctrine; (b) if requested by the USAOs, timely provide a detailed privilege log for those documents, records or other evidence requested but withheld under a claim of privilege; (c) if requested by the USAOs, negotiate in good faith to attempt to arrive at a limited waiver of the attorney-client privilege and work-product doctrine sufficient to allow the USAOs to be provided with identified materials otherwise withheld under a claim of these protections; (d) use its best efforts to make available for interviews (to the extent such individuals are willing to be interviewed) and/or testimony, present and former Boeing officers, directors, employees, agents, consultants and independent contractors as requested by the USAOs, with Boeing agreeing that, at a witness's request, any such interviews may be conducted outside the presence of Boeing counsel or other Boeing personnel; and (e) provide qualified custodians of records to introduce into evidence documents, records and tangible evidence produced by Boeing.

7. With respect to Boeing's ethics and compliance program:

a) The USAOs acknowledge that Boeing has implemented significant changes to its ethics and compliance program, including its processes and procedures governing the handling of competitor information and the hiring and employment of former government officials. Those remedial measures are summarized in Appendix D.

b) The USAOs further acknowledge that Boeing has entered into an Interim Administrative Agreement (the "IAA") with the Department of the Air Force, in force as of March 4, 2005, which includes a comprehensive set of compliance monitoring provisions. A copy of the IAA is attached hereto as Appendix E. The IAA, however, is not incorporated herein and the USAOs are not hereby made a signatory or party to the IAA. Among other things, the IAA requires that the Special Compliance Officer ("SCO") referenced therein make periodic reports to the USAF and that Boeing periodically report to the USAF the status of "all investigations conducted by Boeing involving allegations of fraud or criminal offenses by (a) Boeing employees and/or consultants for the benefit of Boeing where there is evidence of possible willful misconduct or (b) Boeing subcontractors in connection with obtaining or performing a subcontract under a Boeing U.S. Government prime contract or subcontract where there is evidence of possible willful misconduct by the subcontractor." Appendix E, ¶¶ 5, 6(c)(ii).

c) Boeing agrees that Paragraph 6(c)(ii) of the IAA setting forth the status reports required to be made to the Air Force shall also include similar status reports of all ongoing Legal Investigations relating to an issue concerning a Defined Offense conducted by the Boeing Law Department pursuant to Boeing Internal Procedure PRO 6419. As used herein, the term "Legal Investigation" has the meaning set forth in Boeing Internal Procedure PRO 6419 Paragraph 1.A.

d) Boeing agrees that the reports required by paragraphs 5 and 6 of the IAA (including the reports referred to in subparagraph (c) above) will, at the time the reports are provided to the Air Force, be copied in full to the SCO and the USAOs. The USAOs may distribute the reports to any Designated Agencies. Boeing shall be deemed to have requested

confidential treatment of such reports under the provisions of the Freedom of Information Act. The USAOs agree to advise Boeing whenever any person makes a request pursuant to the Freedom of Information Act for, or that in the USAOs' determination would encompass, the reports provided by Boeing under this subparagraph. In the event the USAOs or a Designated Agency intend to release or disclose the reports provided to them under this subparagraph pursuant to any such request, the USAOs agree to notify Boeing of such intention at least twenty (20) days prior to such release or disclosure.

e) Boeing agrees that it shall, within 90 days of the date of execution of this agreement by Boeing, provide the USAOs with a certification executed by its Senior Vice President – Office of Internal Governance that it is maintaining the ethics and compliance program described in this paragraph and that such program comports with the criteria set forth in Section 8B2.1 of the United States Sentencing Guidelines.

f) As part of its ethics and compliance program during the Agreement Term, Boeing agrees to maintain procedures for:

(1) Required periodic training of employees with respect to ethics and compliance issues as appropriate to the job function of the employee, including annual training, as appropriate to job function, relating to (a) procurement integrity; (b) safeguarding of other companies' proprietary/trade secret information; and (c) conflict of interest rules regarding employment discussions with federal employees;

(2) Discipline in accordance with Boeing's existing disciplinary process for employees who are found to have violated Boeing ethics standards or policies or procedures relating to compliance, or who have been convicted of a crime;

(3) Prohibiting retaliation against employees who report or seek guidance regarding potential or actual violation of Boeing's ethics standards, compliance-related policies or procedures, or law or regulation;

(4) Maintenance of an anonymous "hot line" mechanism, to the extent and where legally permissible, by which employees can report or seek guidance regarding

potential or actual violation of Boeing's ethics standards, compliance-related policies or procedures, or law or regulation;

(5) For matters referred to Boeing's Law Department under Boeing Internal Procedure PRO-6419, preservation of possible evidence, including electronic evidence, as determined under the Law Department Investigation Procedure based upon the nature and subject matter of the investigation or as requested by the USAF or the USAOs for any individual matter reported under the IAA and this Agreement; and

(6) The periodic auditing of Boeing's ethics and compliance program provided for under the IAA, provided that at least one such audit occurs during the Agreement Term.

Promises and Obligations of the USAOs

8. In exchange for Boeing's good faith performance of its promises and obligations as set forth in paragraphs 4 through 7 of this Agreement:

a) Subject to the terms and conditions of this Agreement, the USAOs agree not to seek any federal criminal charges against Boeing relating to the EELV and Druyun Matters.

b) The USAOs agree to bring the nature and extent of Boeing's cooperation and compliance with its obligations under this Agreement to the attention of federal, state or local law enforcement or licensing agencies or authorities if requested by Boeing or its attorneys or if the USAOs otherwise believe it is appropriate to do so.

9. Nothing in this Agreement shall preclude or limit the USAOs from bringing a criminal prosecution against Boeing for making false statements, obstruction of justice, perjury, subornation of perjury, or aiding and abetting or conspiring to commit such offenses based on Boeing's conduct in performing its obligations under this Agreement. Nor does anything in this Agreement limit or preclude the USAOs from bringing a criminal prosecution against Boeing for any conduct other than that relating to the EELV and Druyun Matters.

Breach of the Agreement

10. It shall constitute a breach of this Agreement for Boeing knowingly to engage in conduct that constitutes a material failure to abide by or fully perform any of the promises set forth in paragraphs 4 through 7 above during the Agreement Term. For purposes of determining compliance with and/or breach of this Agreement (as opposed to legal responsibility), and subject to the provisions of paragraph 4(f) of this Agreement, conduct by a Boeing employee classified at a level below Executive Management as defined by Boeing's internal classification structure in place at the time of execution of this Agreement shall not be deemed to constitute conduct by Boeing.

11. The USAOs shall confer with one another and jointly make any decisions or determinations and jointly take any actions with respect to a breach of this Agreement by Boeing. In the event that the USAOs preliminarily believe that Boeing has breached this Agreement, the USAOs shall provide Boeing with written notice of this preliminary belief and Boeing will have 45 calendar days from the date of that written notice in which to make a presentation to the USAOs or their designees to demonstrate that no breach has occurred or, to the extent applicable, that the breach is not a knowing breach or has been cured. The USAOs shall thereafter provide written notice to Boeing of their final determination regarding whether or not a breach has occurred. Boeing reserves the right to seek an opportunity to appeal to a higher authority within the DOJ in connection with any decisions, determinations or actions by either or both of the USAOs with respect to any claim that Boeing has breached this Agreement. Boeing waives any right it may have to a determination by a United States District Court with respect to whether it has breached this Agreement.

12. Should the USAOs, in accordance with the procedures set forth in paragraph 11 of this Agreement, conclude that this Agreement has been breached by Boeing, Boeing will still be required to pay any unpaid amount of the monetary penalty and civil settlement amount referenced in paragraphs 4(b) and 4(c) above, and the USAOs may jointly elect from either of

the following two remedies, the election to be announced to Boeing by the USAOs in the written notice of their final determination regarding whether or not a breach has occurred, and the election to be irrevocable as to the breach at issue and not subject to revisitation for any reason, including dissatisfaction by the USAOs with the outcome:

a) Remedy Option A:

(1) The USAO for the EDVA will immediately be free to prosecute Boeing for any federal offense relating to the Druyun Matter;

(2) In any criminal prosecution relating to the Druyun Matter, Boeing will continue to be precluded from raising any claim or defense based on the statute of limitations, any claim of preindictment delay, or any speedy trial claim, except to the extent that such claims or defenses existed on the date Boeing signed this Agreement;

(3) The USAO for the EDVA will continue to be free to use any Disclosed and Derived Information in any way in any criminal prosecution relating to the Druyun Matter, and Boeing will continue to be unable to assert that any Disclosed and Derived Information (1) was obtained in violation of any constitutional, statutory or rule-based right or privilege; or (2) is inadmissible because of Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other constitutional provision, statute, or rule;

(4) In any proceeding or trial in any criminal prosecution relating to the Druyun Matter, Boeing shall be deemed to stipulate to the admissibility into evidence of Appendix B and shall be precluded from offering any evidence or arguments that the statements in Appendix B are untrue;

(5) As of the time it receives written notification of the USAOs' election of this remedy, Boeing will be relieved of the obligations set forth in paragraphs 6 and 7 of this Agreement.

b) Remedy Option B:

(1) The USAOs may seek a declaration as set forth below that Boeing is in breach of the Agreement and is liable for a penalty of not more than \$10,000,000, with the amount within that range to be determined based on the nature, seriousness, and consequences of the breach.

(2) The issue of whether Boeing has breached the Agreement and, if so, the amount of the penalty up to \$10,000,000 to be paid by Boeing based on the factors described above shall be decided by retired United States District Judge Lourdes Baird, or such other person as the parties agree upon, acting as a Special Master (the "Special Master"), based on such proceedings as shall be specified by the Special Master, and with no right of appeal of the Special Master's decision. Review by the Special Master of any determination by the USAOs shall be de novo, and the USAOs shall bear the burden of proof to establish any factual issues, as specified by the Special Master, by a preponderance of the evidence. Boeing agrees to pay all costs for retaining the Special Master.

(3) Boeing agrees to make payment of the penalty decided upon by the Special Master pursuant to this paragraph within 30 days of notice of the Special Master's decision on the matter. Boeing's failure to make timely payment will constitute a separate material breach of this Agreement.

(4) Payment of a penalty by Boeing pursuant to this subparagraph 12(b) shall not relieve Boeing of performing its obligations under this Agreement.

c) Under no circumstances shall Boeing be subject to both prosecution under subparagraph 12(a) and the process provided for under subparagraph 12(b) for the same breach.

Miscellaneous Provisions

13. Boeing agrees to the following:

a) *Unallowable Costs Defined.* Boeing agrees that all costs, as defined in the Federal Acquisition Regulations, FAR § 31.205-47, incurred by or on behalf of its divisions,

subsidiaries, affiliates, officers, directors, employees, representatives, or agents, in connection with:

- (1) the matters covered by this Agreement and any related civil agreement;
 - (2) the Government's audit(s) and civil and criminal investigation(s) of the matters covered by this Agreement;
 - (3) Boeing's investigation, defense, and corrective actions undertaken in response to the Government's audit(s) and civil and criminal investigation(s) in connection with the matters covered by this Agreement;
 - (4) the negotiation of this Agreement and any related civil agreement;
- and

(5) payments made pursuant to this Agreement and any related civil agreement (including the payments themselves), are unallowable costs for Government contract accounting purposes (hereafter referred to as "Unallowable Costs"). The "matters covered by this Agreement" include related civil matters.

b) *Treatment of Unallowable Costs.* Unallowable Costs will be separately accounted for by Boeing, on a fiscal year basis, by identification of costs incurred through

- (1) accounting records, to the extent possible;
- (2) memorandum records including diaries and informal logs, where accounting records are not available; or
- (3) good faith itemized estimates, where no other accounting basis is reasonably available.

Unallowable Costs previously submitted or treated by Boeing as allowable for Government contract accounting purposes will be withdrawn; any charge or charges previously submitted that were based on such costs will be adjusted accordingly; and any refund or credit due to the United States as a result will be paid or given promptly, regardless of any previous agreement to the contrary. Boeing will provide the cognizant Government contracting officers or their designated

representatives with a fiscal year schedule of all incurred costs excluded, withdrawn, or adjusted as a result of this Agreement.

c) Nothing in this Agreement is intended to make allowable costs that are otherwise unallowable by prior agreement of the parties (including, but not limited to, Contract No. F04701-98-D-0002, Modification No. P00057, dated October 16, 2003) or by operation of law. Boeing agrees that any costs made or recognized as unallowable by this Agreement will not be transferred to the United Launch Alliance or any other entity if the result would be that such costs would become allowable costs for Government contract accounting purposes.

14. This Agreement is binding on Boeing and the USAOs, but specifically does not bind any other federal agencies, or any federal, state or local law enforcement or licensing agency or authority. Nothing in this Agreement restricts in any way the ability of the USAOs to proceed against any individuals or any entity other than Boeing. This Agreement does not confer or provide any benefits, privileges or rights to any individual or entity other than the parties hereto. Boeing may raise defenses and/or assert affirmative claims in any civil proceedings brought by private parties as long as doing so does not otherwise violate any term of this Agreement.

15. Boeing warrants and represents that its undersigned Senior Vice President – Law is authorized to execute and deliver this Agreement and has the authority, granted by Boeing’s Board of Directors, to bind Boeing to its terms. The USAOs warrant and represent that their undersigned representatives are authorized to execute and deliver the Agreement and bind the USAOs to its terms.

16. Boeing agrees that if it sells or merges all or substantially all of its business operations as they exist as of the date of this Agreement to or into a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any contract for sale or merger a provision binding the purchaser/successor to the obligations described in this Agreement and this Agreement shall remain in effect.

17. This Agreement will not become effective unless and until the Civil Settlement Agreement and Release, in the form attached hereto as Appendix C, is fully executed by all parties thereto.

18. All notices to Boeing required or permitted by this Agreement shall be in writing and shall be given by first class, postage prepaid mail and by facsimile or electronic transmission effective in each case upon the later of the date of mailing or the date of transmission, addressed as follows:

The Boeing Company
Attn: Paul Ehlenbach
100 North Riverside Plaza
Chicago, IL 60606
Facsimile: 312-544-2828
E-mail: Paul.j.ehlenbach@boeing.com

19. All notices or reports to the USAOs required or permitted by this Agreement shall be in writing and shall be given by first class, postage prepaid mail and by facsimile or electronic transmission, addressed as follows:

United States Attorney's Office
Central District of California
Attn: George S. Cardona
1100 United States Courthouse
312 North Spring Street
Los Angeles, CA 90012
Facsimile: 213-894-2535
E-mail: George.S.Cardona@usdoj.gov

United States Attorney's Office
Eastern District of Virginia
Attn: Robert W. Wiechering
2100 Jamieson Avenue
Alexandria, VA 22314
Facsimile: 703-299-3981
E-mail: Bob.Wiechering@usdoj.gov

20. This Agreement and Appendices A, B and D hereto constitute the entire agreement. Except as set forth herein, there are no promises, understandings or agreements

between the USAOs and Boeing or Boeing's counsel. No additional agreement, understanding or condition may be entered into unless in a writing signed by all of the USAO for the CDCA, the USAO for the EDVA, and a duly authorized representative of Boeing.

21. This Agreement is covered by the laws of the United States. The parties agree that exclusive jurisdiction and venue for any dispute arising under this Agreement is in the United States District Courts for the Central District of California and Eastern District of Virginia.

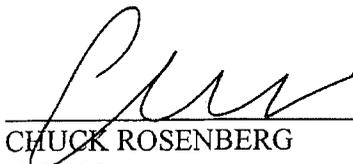
22. The parties consent to disclosure of this Agreement, and information about this Agreement, to the public.

23. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement. Facsimile or electronically submitted signatures are acceptable, binding signatures for purposes of this Agreement.

FOR THE USAOS

DATED: 6/30/06

DATED:



CHUCK ROSENBERG
United States Attorney
ROBERT W. WIECHERING
Assistant United States Attorney
Eastern District of Virginia

DEBRA WONG YANG
United States Attorney
GEORGE S. CARDONA
Assistant United States Attorney
Central District of California

FOR THE BOEING COMPANY

DATED:

DOUGLAS G. BAIN
Senior Vice President – Law
The Boeing Company

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DATED:

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CHUCK ROSENBERG
United States Attorney
ROBERT W. WIECHERING
Assistant United States Attorney
Eastern District of Virginia

Debra Wong Yang

DEBRA WONG YANG
United States Attorney
GEORGE S. CARDONA
Assistant United States Attorney
Central District of California

FOR THE BOEING COMPANY

DATED:

DOUGLAS G. BAIN
Senior Vice President - Law
The Boeing Company

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FOR THE USAOS

DATED:

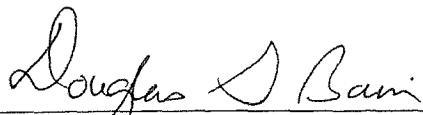
DATED:

CHUCK ROSENBERG
United States Attorney
ROBERT W. WIECHERING
Assistant United States Attorney
Eastern District of Virginia

DEBRA WONG YANG
United States Attorney
GEORGE S. CARDONA
Assistant United States Attorney
Central District of California

FOR THE BOEING COMPANY

DATED: *June 29, 2006*

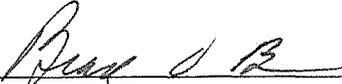


DOUGLAS G. BAIN
Senior Vice President – Law
The Boeing Company

REVIEWED AND APPROVED:

DATED: 6/30/06

DATED:



Brad D. Brian
Jerome C. Roth
Munger, Tolles & Olson LLP
Attorneys for The Boeing Company

Stephen W. Preston
Jamie S. Gorelick
Wilmer Cutler Pickering Hale and Dorr LLP
Attorneys for The Boeing Company

DATED:

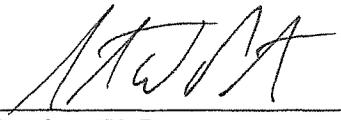
Richard Cullen
McGuire Woods LLP
Attorneys for The Boeing Company

REVIEWED AND APPROVED:

DATED:

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Brad D. Brian
Jerome C. Roth
Munger, Tolles & Olson LLP
Attorneys for The Boeing Company



Stephen W. Preston
Jamie S. Gorelick
Wilmer Cutler Pickering Hale and Dorr LLP
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Jerome C. Roth
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Attorneys for The Boeing Company

Stephen W. Preston
Jamie S. Gorelick
Wilmer Cutler Pickering Hale and Dorr LLP
Attorneys for The Boeing Company

DATED: *June 29, 2006*

Richard Cullen

Richard Cullen
McGuire Woods LLP
Attorneys for The Boeing Company