

RETENTION AGREEMENT

WHEREAS, the Attorney General of the State of Mississippi has determined that claims (the "Claims") should be brought against The Boeing Company ("Boeing" or the "Company") and other corporations, firms, or persons that may be found to be liable as a result of losses sustained by the Mississippi Public Employees' Retirement System ("Mississippi PERS") relating to Boeing securities; and

WHEREAS, the Attorney General has authority to bring an action asserting the Claims on his own behalf and/or on behalf of the State's subdivisions, including Mississippi PERS, pursuant to Miss. Code § 7-5-7, *et seq.*, further, acting as a constitutional officer possessing all the power and authority inherited from the common law as well as that specially conferred upon him by statute, the Attorney General has the right to institute, conduct, and maintain an action in order to enforce the U.S. securities laws, including pursuing claims on behalf of Mississippi PERS arising under the Private Securities Litigation Reform Act of 1995, the Securities Act of 1933, and the Securities Exchange Act of 1934; and

WHEREAS, the Attorney General has determined that the investigation, research, and litigation of the Claims may require the expenditure of large sums of money and require work over an extended period of time by numerous lawyers, paralegals, and others who are familiar with Boeing and related entities and individuals and their potentially wrongful actions and/or inactions and related issues; and

WHEREAS, the Attorney General has further determined that, as discussed in Exhibit A, it is in the best interests of the State and its citizens that the State retain attorneys experienced in investigating and prosecuting securities class actions to pursue the Claims; and

WHEREAS, Bernstein Litowitz Berger & Grossmann LLP (the "Law Firm") is experienced in investigating and prosecuting securities class actions, has the resources to vigorously prosecute the Claims, and has consented to represent Mississippi PERS respecting the Claims and pursuant to the terms and conditions hereof,

IT IS, ACCORDINGLY, AGREED on June 10, 2019 as follows:

1. The Office of the Attorney General hereby retains the Law Firm, and Law Firm Partners Gerald H. Silk and Avi Josefson are hereby designated as Special Assistant Attorneys General, to investigate, research, and file the Claims in any appropriate court or courts. The Attorney General also authorizes the Law Firm to seek the appointment of Mississippi PERS as the lead representative plaintiff in the class action and the appointment of the Law Firm as Lead Class Counsel.

2. The Attorney General does not relinquish his constitutional or statutory authority or responsibility through this Retention Agreement. If appointed as lead plaintiff by the Court, the Attorney General shall have the sole authority to settle this litigation on behalf of the class, and the Law Firm shall apprise the Attorney General of all settlement offers. The Law Firm shall

Recovery of any costs and expenses by the Law Firm is contingent upon a recovery being obtained. Reasonable and necessary costs and expenses include, but are not limited to, those relating to court fees, travel, depositions, investigators, paralegals, computer research, experts, consultants, accounting, and the retention of additional temporary support counsel, as needed. Such costs and expenses shall be approved by the Attorney General, shall initially be borne entirely by the Law Firm, which may seek reimbursement from the Court from any gross recoveries secured through pursuit of the Claims.

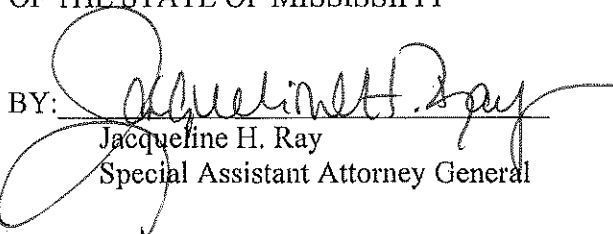
- C. The Law Firm shall receive no compensation or reimbursement other than set out above. In the event that no recovery is realized, the Law Firm shall receive no compensation or reimbursement.

6. With the approval of the Attorney General, the Law Firm may associate with other attorneys at its own expense and at no cost to the State of Mississippi. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firm's commitments delegable without the express, written approval of the Attorney General.

7. The Law Firm and any other attorneys with which it associates shall, from the date hereof until not less than four (4) years after this litigation is terminated, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts, and invoices, and other financial transactions that concern the provision of attorney services related to the Claims. In addition, the Law Firm shall maintain detailed contemporaneous time records for the attorneys and paralegals working on the matter in increments of no greater than one-tenth (1/10) of an hour, and shall promptly provide these records to the Attorney General upon request.

Dated, June 10, 2019.

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF MISSISSIPPI

BY: 
Jacqueline H. Ray
Special Assistant Attorney General

BERNSTEIN LITOWITZ
BERGER & GROSSMANN LLP

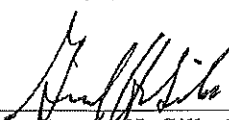
BY: 
Gerald H. Silk, Esq.

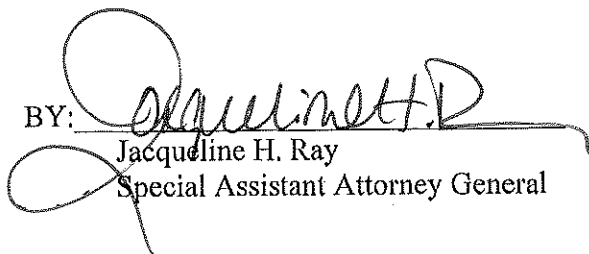
Exhibit A

DETERMINATION OF NEED FOR CONTINGENCY FEE REPRESENTATION

The Attorney General has determined that use of outside counsel is cost-effective, in the public interest and necessary to investigate and potentially pursue claims against The Boeing Company and related defendants, which may have engaged in certain unlawful conduct, including, but not limited to, violations of the federal securities laws. Use of outside counsel is necessary because: there does not exist sufficient and appropriate legal and financial resources within the Attorney General's office to handle the matter; the time and labor required necessitates the retention of outside counsel; the novelty, complexity, and difficulty of the questions involved are within the expertise of outside counsel, who in fact possessed the knowledge necessary to discover this issue in the first instance, and the skill requisite to perform the attorney services properly prohibit our office from being able to efficiently do it in-house. The geographic area where the attorney services are to be provided is expansive because of the diverse locations of the defendants, their operations, and the potential witnesses. Outside counsel has the amount and type of experience needed, having worked on a number of complex federal securities class actions on behalf of state and local government pension plans.

OFFICE OF THE ATTORNEY GENERAL OF
THE STATE OF MISSISSIPPI

BY:


Jacqueline H. Ray

Special Assistant Attorney General

Exhibit B

Twenty-five percent (25%) of any recovery up to Ten Million Dollars (\$10,000,000.00); plus

Twenty percent (20%) of any portion of such recovery between Ten Million Dollars (\$10,000,000.00) and Fifteen Million Dollars (\$15,000,000.00); plus

Fifteen percent (15%) of any portion of such recovery between Fifteen Million Dollars (\$15,000,000.00) and Twenty Million Dollars (\$20,000,000.00); plus

Ten percent (10%) of any portion of such recovery between Twenty Million Dollars (\$20,000,000.00) and Twenty-Five Million Dollars (\$25,000,000.00); plus

Five percent (5%) of any portion of such recovery exceeding Twenty-five Million Dollars (\$25,000,000.00).

In this schedule, "recovery" refers to the estimated recovery that Mississippi PERS is awarded as its share of the recovery achieved for the class.