

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**
FORM 10-K

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended May 31, 2022.
- 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 1-15829**

FedEx Corporation

(Exact Name of Registrant as Specified in its Charter)

Delaware <i>(State or Other Jurisdiction of Incorporation or Organization)</i>	62-1721435 <i>(I.R.S. Employer Identification No.)</i>
942 South Shady Grove Road, Memphis, Tennessee <i>(Address of Principal Executive Offices)</i>	38120 <i>(ZIP Code)</i>
Registrant's telephone number, including area code: (901) 818-7500	
Securities registered pursuant to Section 12(b) of the Act:	

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.10 per share	FDX	New York Stock Exchange
0.450% Notes due 2025	FDX 25A	New York Stock Exchange
1.625% Notes due 2027	FDX 27	New York Stock Exchange
0.450% Notes due 2029	FDX 29A	New York Stock Exchange
1.300% Notes due 2031	FDX 31	New York Stock Exchange
0.950% Notes due 2033	FDX 33	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes No

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.

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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the common stock held by non-affiliates of the Registrant, computed by reference to the closing price as of the last business day of the Registrant's most recently completed second fiscal quarter, November 30, 2021, was approximately \$56.4 billion. The Registrant has no non-voting stock.

As of July 14, 2022, 259,845,660 shares of the Registrant's common stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive proxy statement to be delivered to stockholders in connection with the 2022 annual meeting of stockholders to be held on September 19, 2022 are incorporated by reference in response to Part III of this Report.

FORWARD-LOOKING STATEMENTS

Certain statements in this Annual Report on Form 10-K (this “Annual Report”), including (but not limited to) those contained in “Item 1. Business”; “Item 1A. Risk Factors”; “Item 2. Properties”; “Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities”; the “Business Realignment Costs,” “Income Taxes,” “Outlook” (including segment outlooks), “Liquidity Outlook,” and “Critical Accounting Estimates” sections of “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition”; and the “Description of Business Segments and Summary of Significant Accounting Policies,” “Long-Term Debt and Other Financing Arrangements,” “Income Taxes,” “Retirement Plans,” “Commitments,” and “Contingencies” notes to the consolidated financial statements in “Item 8. Financial Statements and Supplementary Data” are “forward-looking” statements within the meaning of the Private Securities Litigation Reform Act of 1995 with respect to our financial condition, results of operations, cash flows, plans, objectives, future performance, and business. Forward-looking statements include those preceded by, followed by, or that include the words “will,” “may,” “could,” “would,” “should,” “believes,” “expects,” “forecasts,” “anticipates,” “plans,” “estimates,” “targets,” “projects,” “intends,” or similar expressions. These forward-looking statements involve risks and uncertainties. Actual results may differ materially from those contemplated (expressed or implied) by such forward-looking statements, because of, among other things, the risk factors identified above and the other risks and uncertainties you can find in our press releases and other Securities and Exchange Commission (“SEC”) filings.

As a result of these and other factors, no assurance can be given as to our future results and achievements. Accordingly, a forward-looking statement is neither a prediction nor a guarantee of future events or circumstances and those future events or circumstances may not occur. You should not place undue reliance on the forward-looking statements, which speak only as of the date of this report. We are under no obligation, and we expressly disclaim any obligation, to update or alter any forward-looking statements, whether as a result of new information, future events, or otherwise.

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PART I

ITEM 1. BUSINESS

Overview

FedEx Corporation (“FedEx”) was incorporated in Delaware on October 2, 1997 to serve as the parent holding company and provide strategic direction to the FedEx portfolio of companies. FedEx provides a broad portfolio of transportation, e-commerce, and business services through operating companies competing collectively, operating collaboratively, and innovating digitally, under the respected FedEx brand. These companies are included in the following reportable business segments:

- **FedEx Express:** Federal Express Corporation (“FedEx Express”) is the world’s largest express transportation company, offering time-definite delivery to more than 220 countries and territories, connecting markets that comprise more than 99% of the world’s gross domestic product.
- **FedEx Ground:** FedEx Ground Package System, Inc. (“FedEx Ground”) is a leading North American provider of small-package ground delivery services. FedEx Ground provides low-cost, day-certain service to any business address in the U.S. and Canada, as well as residential delivery to 100% of U.S. residences through its FedEx Home Delivery service. FedEx Ground Economy specializes in the consolidation and delivery of high volumes of low-weight, less time-sensitive business-to-consumer packages.
- **FedEx Freight:** FedEx Freight Corporation (“FedEx Freight”) is a leading North American provider of less-than-truckload (“LTL”) freight transportation services across all lengths of haul to businesses and residences. Within the contiguous U.S., FedEx Freight offers FedEx Freight Priority, when speed is critical to meet a customer’s supply chain needs; FedEx Freight Economy, when a customer can trade time for cost savings; and FedEx Freight Direct, a service to meet the needs of the growing e-commerce market for delivery of heavy, bulky products to or through the door for residences and businesses. FedEx Freight also offers freight delivery service to most points in Puerto Rico and the U.S. Virgin Islands.
- **FedEx Services:** FedEx Corporate Services, Inc. (“FedEx Services”) provides sales, marketing, information technology, communications, customer service, technical support, billing and collection services, and certain back-office functions that support our operating segments.

The FedEx Office and Print Services, Inc. (“FedEx Office”) operating segment provides document and business services and retail access to our package transportation businesses and the FedEx Logistics, Inc. (“FedEx Logistics”) operating segment provides customs brokerage and global ocean and air freight forwarding through FedEx Trade Networks Transport & Brokerage, Inc. (“FedEx Trade Networks Transport & Brokerage”) and integrated supply chain management solutions through FedEx Supply Chain Distribution System, Inc. (“FedEx Supply Chain”). Additionally, the FedEx Dataworks, Inc. (“FedEx Dataworks”) operating segment, including ShopRunner, Inc. (“ShopRunner”), is focused on creating solutions to transform the digital and physical experiences of our customers and team members. FedEx Office, FedEx Logistics, and FedEx Dataworks are included in “Corporate, other, and eliminations” in our segment reporting. For more information about FedEx Office, FedEx Logistics, and FedEx Dataworks, please see “FedEx Office Operating Segment,” “FedEx Logistics Operating Segment,” and “FedEx Dataworks Operating Segment.”

For more information about our reportable segments, please see “Business Segments.” For financial information concerning our reportable segments, refer to “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition” and “Item 8. Financial Statements and Supplementary Data” of this Annual Report.

Our website is located at fedex.com. Detailed information about our services, e-commerce tools and solutions, and environmental, social, and governance (“ESG”) initiatives can be found on our website. In addition, we make our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and all exhibits and amendments to such reports available, free of charge, through our website, as soon as reasonably practicable on the day they are filed with or furnished to the SEC. The Investor Relations page of our website, investors.fedex.com, contains a significant amount of information about FedEx, including our SEC filings and financial and other information for investors. The information that we post on the Investor Relations page of our website could be deemed to be material information. We encourage investors, the media, and others interested in FedEx to visit this website from time to time, as information is updated and new information is posted. The information on our website, however, is not incorporated by reference in, and does not form part of, this Annual Report.

Except as otherwise specified, any reference to a year indicates our fiscal year ended May 31 of the year referenced. References to our transportation segments include, collectively, the FedEx Express segment, the FedEx Ground segment, and the FedEx Freight segment.

Strategy

At FedEx, our ambition to “Deliver Today, Innovate for Tomorrow” and our strategic operating principles, “compete collectively, operate collaboratively, innovate digitally,” guide how we grow, execute, and evolve as a company and help differentiate FedEx from our competitors.

The collective FedEx brand unites our distinct operating companies, giving us our competitive edge. Further, our strategy allows us to manage our business as a portfolio, in the long-term best interest of the enterprise. As a result, we base decisions on capital investment and service additions or enhancements upon achieving the highest overall long-term return on capital for our business as a whole. For each FedEx operating company, we focus on making appropriate investments in the technology and assets necessary to optimize our long-term earnings performance and cash flow. Our business strategy also provides flexibility in sizing our operating companies to align with varying macroeconomic conditions and customer demand for the market segments in which they operate, allowing us to leverage and manage change. Volatility, uncertainty, and evolution have become the norms in the global transportation market, and we are able to use our flexibility to accommodate changing conditions in the global economy.

While we believe that operating separate networks enhances service quality and reliability from each business unit, we are building a holistic, collaborative approach to compete in a dynamic and ever-changing market. Our business is currently undergoing a transformation to enable increased collaboration between FedEx Express, FedEx Ground, and FedEx Freight by enhancing asset utilization to move packages seamlessly through the network, improve customer experience, and reduce our cost to serve. We will continue to look comprehensively at all assets in our network, including stations, hubs, and equipment, to put the right package in the right network at the best service for our customers.

Innovation inspired our start at FedEx nearly 50 years ago, and it is fueling our future as we combine logistics with digital intelligence. The size and scale of our network gives us key insights into global supply chains and trends. This foundation provides an immense amount of data we can use to build better insights, improve the customer experience and differentiate our service offering, and improve our operational efficiency by optimizing our existing physical capacity and staffing. To fully harness the power of this data, FedEx Dataworks is focused on putting our data into context and using it to transform the digital and physical experiences of our customers and team members. We are also leveraging the power of technology to make supply chains smarter for everyone through sensor-based technologies, providing enhanced visibility and predictive capabilities, and enhancing sortation technology. See “FedEx Services Segment — Customer-Driven Technology” and “FedEx Dataworks Operating Segment” below for more information.

At FedEx, “Safety Above All” is the first and foremost value in every aspect of our business. We are committed to making our workplaces and communities safer for our team members, customers, and the public. This philosophy is embedded in our day-to-day work through rigorous policies, continual education and engagement, and investments in technology designed to prevent accidents.

Through our global transportation, information technology, and retail networks, we help to facilitate an ongoing and unprecedented expansion of customer access — to goods, services, and information. We believe it would be extremely difficult, costly, and time-consuming to replicate our global network, which reflects decades of investment, innovation, and expertise, includes the world’s largest all-cargo air fleet, and connects more than 99% of the world’s gross domestic product. We continue to position our companies and team members to facilitate and capitalize on this access and to achieve stronger long-term growth, productivity, and profitability.

During 2022 and early 2023, we have introduced a number of innovative solutions, advanced important long-term business initiatives, and made other important investments that benefit our customers, team members, and communities, including:

- Completing the physical network integration of TNT Express into FedEx Express and continuing to execute additional initiatives to further transform and optimize the FedEx Express international business, particularly in Europe.
- Continuing to increase collaboration across our operating companies to utilize our air and ground networks in a more efficient manner.
- Implementing technology to enhance sortation efficiency, optimize staffing, and improve safety at FedEx Ground, as well as dimension-in-motion (“DIM”), radio frequency identification, and other technology at FedEx Freight.
- Providing in-kind shipping and other humanitarian aid in response to the conflict in Ukraine and the shortage of infant formula in the U.S.

- Partnering with Microsoft Corporation (“Microsoft”), Adobe Inc. (“Adobe”), Salesforce, Inc. (“Salesforce”), and FourKites, Inc. (“FourKites”) to create innovative solutions that help our customers increase their efficiency, competitiveness, and supply chain visibility.
- Announcing the launch of Picture Proof of Delivery for express and ground residential deliveries in the U.S. and Canada that are released without a signature in advance of the 2023 holiday peak season.
- Entering into a strategic alliance with Delhivery Limited (“Delhivery”), a leading logistics and supply chain services company in India.
- Expanding our agreement to purchase electric vehicles from General Motors’ BrightDrop in furtherance of our goal to achieve carbon neutrality for our global operations by calendar 2040.
- Further exploring the use of autonomous technologies by beginning a pilot program to test autonomous driving technology within FedEx linehaul operations.
- Launching a new, enterprise-wide culture framework.

Reputation and Responsibility

By competing collectively under the FedEx brand, our operating companies benefit from one of the world’s most recognized brands. FedEx is one of the most trusted and respected companies in the world, and the FedEx brand name is a powerful sales and marketing tool. Among the many reputation awards we received during 2022, FedEx ranked 16th in *FORTUNE* magazine’s “World’s Most Admired Companies” list — the 22nd consecutive year FedEx has ranked among the top 20 in the *FORTUNE* Most Admired Companies list, with 15 of those years ranking among the top 10. We also retained our position as the highest ranked delivery company on the “World’s Most Admired Companies” list. During 2021 FedEx was also named one of the “TIME100 Most Influential Companies” by *Time* magazine and was recognized as the biggest transportation and logistics company in the world by *Forbes*. Additionally, FedEx was named one of “America’s Most Responsible Companies” by *Newsweek* in 2021, ranking higher than any other “Travel, Transport & Logistics” company included on the list.

Along with a strong reputation among customers and the general public, FedEx is widely acknowledged as a great place to work. For example, FedEx was named to *FORTUNE* magazine’s list of the “100 Best Companies to Work For” in the U.S. in 2022. FedEx was also listed as one of “America’s Best Large Employers” and one of “America’s Best Employers for Diversity” by *Forbes* in 2021.

Through our ESG strategies, FedEx connects the communities where we live and work in remarkable ways. Our 2022 ESG Report is available at fedex.com/en-us/sustainability/reports.html. This report discusses our ESG strategies and programs and includes important goals and metrics that demonstrate our commitment to fulfilling our responsibilities in these areas. Information in our ESG Report is not incorporated by reference in, and does not form part of, this Annual Report.

We remain committed to helping lift local economies by investing in people and communities where we live and work. In the U.S., this includes seeking diverse suppliers and strengthening our supply chain by sourcing from small, minority-, and women-owned businesses. We are also proud of our long-standing history of supporting and fostering relationships with organizations that are working to make our society more equitable and just, such as the National Association for the Advancement of Colored People and the National Civil Rights Museum. In 2022 we launched the FedEx-HBCU Student Ambassador Program, which will prepare students at Historically Black Colleges and Universities to be future leaders by interacting with FedEx executives and building leadership and career-ready skills.

Human Resource Management

Our Culture

At FedEx, it is our people—our greatest asset—that give us our strong reputation and stand at the heart of our success. In addition to our superior physical and information networks, FedEx has an exemplary human network. Across the globe, our team members are united by our passion to deliver the FedEx Purple Promise—to make every FedEx experience outstanding—and our People–Service–Profit principles. Our global team of innovators and collaborators are committed to bringing this concept to life by:

- Prioritizing safety.
- Taking care of our team members.
- Embracing Diversity, Equity, and Inclusion (“DEI”) so everyone feels appreciated and valued.
- Delivering excellence and value for our customers and stockholders.
- Acting with integrity in all that we do.
- Supporting our communities.
- Helping shape a better world.
- Growing profitably to reinvest in our team members and business.

In 2022, we launched a new, enterprise-wide culture framework built on five values: take care of each other, commit to do good, own outstanding, drive business results, and create what’s next. These fundamental values apply to all roles and operating companies within FedEx and define FedEx culture to ensure every team member is working to keep FedEx at the forefront of where now meets next.

Ultimately, our success depends on the talent, dedication, and well-being of our people. As we grow, we strive to recruit, retain, develop, and provide advancement opportunities for our team members. We continually work to make FedEx an inclusive, equitable, and growth-focused workplace where all team members have the opportunity to flourish.

Safety

Our longstanding “Safety Above All” philosophy is the first and foremost value in every aspect of our business. It is backed by strict policies, robust team member education, safety recognition awards, and continued investment in technology. Across the enterprise, we are committed to making our workplaces and communities safer for our team members, customers, and the public. The Governance, Safety, and Public Policy Committee of our Board of Directors oversees our safety strategies, policies, programs, and practices. During the coronavirus (“COVID-19”) pandemic, we implemented numerous measures to keep our team members, customers, and communities safe while on the front lines operating in impacted areas and providing connectivity and delivery of critical medical supplies around the world.

Diversity, Equity, and Inclusion Creates Opportunity

We believe that DEI delivers a better future for all team members, customers, suppliers, and communities. As a global company, we see exceptional business and community value in the diversity of perspectives and experiences that our team members bring to work every day. While we are proud of what we have achieved during our almost 50-year history, we know that DEI must always be at the forefront of our business strategy.

The FedEx workforce is as diverse as the world we serve, and we believe that everyone deserves respect. We are committed to be a diverse, equitable, and inclusive employer. We set, measure, and assess our DEI goals and progress through four strategic pillars: Our People; Our Education and Engagement; Our Communities, Customers, and Suppliers; and Our Story. In 2022 we continued to align our strategy with these pillars by investing in programs, initiatives, and people across our workforce, culture, marketplace, and communities. Additionally, to further our transparency efforts regarding our workforce composition, in 2022 we began reporting the prior year's gender, racial, and ethnic composition of our U.S. workforce by EEO-1 job category, as set forth in the consolidated EEO-1 Reports filed by FedEx and its operating subsidiaries with the Equal Employment Opportunity Commission.

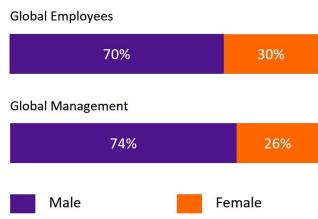
Compensation and Benefits

We provide our team members with competitive healthcare, wellness, paid sick leave and other flexible paid time off, and other benefits to support their quality of life and enable them to thrive in the workplace. In addition, we offer competitive retirement benefits to eligible U.S. team members.

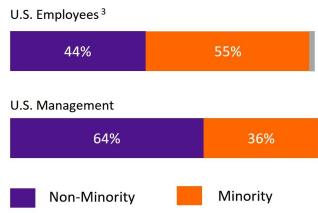
We conduct periodic benchmarking analyses to ensure our pay remains competitive. In addition, FedEx regularly assesses internal pay equity. In each pay analysis, we adjust for job tenure, region, performance, and other variables that can influence pay over time.

All eligible full-time and part-time employees and their eligible dependents receive competitive health benefits. In the U.S., we cover approximately 70% of total eligible healthcare costs for part- and full-time employees at the plan level for our approximately 227,000 participating employees as of January 2022.

2022 Global Employees by Gender¹



2022 Workforce Diversity in the U.S.²



¹Does not include TNT Express employees, FedEx Express employees in the European Union ("EU"), or U.S.-based FedEx Supply Chain employees.

²Does not include FedEx Supply Chain employees; 1.8% of U.S.-based FedEx employees unspecified.

³ 1% "Undecided."

To support team members' mental health and well-being, we offer 24/7 confidential counseling services to employees, eligible dependents, and all household members, even if they are not participating plan members. We frequently communicate with employees on how to access these resources to promote their use across the enterprise, with an increased focus on mental health resources in recent years.

Learning and Development

As our team members commit to delivering the Purple Promise, we remain committed to providing all our employees with learning and development opportunities to advance their careers at FedEx. Training and development begins with our enterprise-wide content for new employees—Core New Employee Orientation—which provides a consistent onboarding experience across our operating companies on topics such as safety, security, compliance, sustainability, and DEI. Beyond training opportunities, we provide ongoing career development tools, opportunities, and education for all full-time employees. Each operating company designs and manages its own leadership and development programs in support of its unique needs.

We are committed to supporting team members who wish to pursue higher education in a variety of ways. In 2021, we provided over \$17 million in tuition assistance to nearly 11,000 employees to further their education. In addition, Learning inspired by FedEx (LiFE)—a partnership between multiple FedEx operating companies and The University of Memphis—continues to allow many employees the opportunity to earn a tuition-free, fully online degree. Eligible employees include all FedEx Express employees at all hub and airport locations in the U.S. as well as all U.S.-based FedEx Logistics and all Memphis-based FedEx Supply Chain employees. In 2021, we expanded the LiFE program by adding a mentoring component and extending coverage to over 100 majors and concentrations. The program currently has more than 2,000 enrolled employee participants.

In cooperation with key organizations, we are working to advance opportunities for team members from a variety of backgrounds to build a workforce reflective of the world and the communities we serve. For example, FedEx Express has launched OnDeck, a training and development program that provides frontline workers with skills to prepare for management roles.

Employee Engagement

We value feedback from our team members, looking to understand their concerns and expectations and, where appropriate, acting on them. We provide several avenues to listen to and engage with our team, including annual surveys, employee networks, and direct feedback. FedEx conducts annual engagement surveys to measure employee satisfaction on Culture, Engagement, and Diversity and we share the results with senior leaders to inform leadership development plans and additional changes as needed. All surveys included DEI questions in 2021, such as "I am treated with respect and dignity at work" (88% favorability rating) and "FedEx has an environment where people of diverse backgrounds are welcome" (86% favorability rating), to capture team member perspectives on inclusion in the workplace. FedEx Ground, our most diverse employee population, also added DEI as a standard goal in the 2022 team member annual performance review process.

Due to the COVID-19 pandemic, we have reevaluated how and where team members work and, where appropriate, have provided more flexibility to increase effectiveness and optimize our workspaces.

Tenure, Promotion, and Turnover

Every day, we work hard to earn and maintain the loyalty of our team members by creating a workplace culture that supports their aspirations and provides benefits and opportunities to support their quality of life and development. Globally, FedEx hired nearly 367,000 full- and part-time team members in 2021, largely to keep up with increased shipping volumes. Turnover for part-time team members, primarily package handlers at our sorting locations, was 200%, while full-time team member turnover was 32% in 2022. Turnover rates among part-time frontline workers in a number of industries are historically higher than among other employee groups. Within the ground transportation industry, many part-time workers pursue temporary employment opportunities that allow them to exit and re-enter the workforce more frequently based on their needs. These traditionally higher rates have recently been further exacerbated by the highly competitive labor market and the conditions created by the COVID-19 pandemic.

Other Information

As of May 31, 2022, FedEx employed approximately 345,000 permanent full-time and approximately 202,000 permanent part-time employees and FedEx Ground utilized over 6,000 contracted service providers.

The pilots at FedEx Express, who are a small number of its total employees, are employed under a collective bargaining agreement that took effect on November 2, 2015, and became amendable in November 2021. Bargaining for a successor agreement began in May 2021 and continues. Other than the pilots at FedEx Express and drivers at one FedEx Freight, Inc. facility, our U.S. employees have thus far chosen not to unionize (we acquired FedEx Supply Chain in 2015, which already had a small number of employees who are members of unions). Additionally, certain of FedEx Express's non-U.S. employees are unionized. For additional information, see "FedEx Express Segment" and "Regulation" below and "Item 1A. Risk Factors."

Our Community

FedEx is committed to actively supporting the communities we serve worldwide through the strategic investment of our people, resources, and network. Through FedEx Cares, our global community engagement program, we support non-profit organizations working to solve social challenges relevant to our business, customers, and team members. We pair donations with charitable shipping and access to our global network, team member volunteers, subject matter expertise, influence, and connections to meet social and business goals, and make our biggest investments in areas where we can address significant issues and apply our unique business capabilities. Real change takes significant investment, authentic support for communities, and a commitment to continuous learning. FedEx Cares focuses on three major giving portfolios:

- *Delivering for Good*: Lending our global network and unparalleled logistics expertise to organizations with mission-critical needs in times of disaster and helping communities heal, learn, and thrive.
- *Global Entrepreneurship*: Advancing women and minority-owned small businesses globally through training and increased access to resources, capital, and new markets.
- *Sustainable Logistics*: Accelerating process innovations such as public transportation and technological innovations such as natural carbon capture and clean energy to reduce the environmental impact of the logistics industry.

Additionally, our commitments to DEI and team member volunteerism are foundational to FedEx Cares.

In 2020 we launched FedEx Cares 50 by 50 with the goal of positively impacting 50 million people around the world by our 50th anniversary in 2023. As of May 31, 2022, we have positively impacted approximately 40 million people. FedEx also supports communities throughout the U.S. with its annual FedEx Cares United Way giving campaign.

We believe the investments we make in our communities today, combined with team member engagement, set the stage for a brighter tomorrow. For additional information on our community involvement and our FedEx Cares strategy, visit fedexcares.com.

The Environment

At FedEx, we remain committed to minimizing the impacts our business has on the environment. Our "Practical Sustainability" philosophy and "Reduce, Replace, Revolutionize" approach guide our efforts to mitigate environmental impacts, increase efficiency, reduce costs, and protect against future risks. We understand the impacts climate change poses to our business, such as intensifying weather events, emerging greenhouse gas ("GHG") emissions regulations, increased media and investor attention, and enhanced customer demands to address environmental challenges. We identify and evaluate physical and transition climate-related risks through our enterprise risk management process and align our assessment and reporting approach with the recommendations from the Global Reporting Initiative, Sustainability Accounting Standards Board, and the Task Force on Climate-related Financial Disclosures.

In 2021 we announced our goal to achieve carbon neutrality by calendar 2040 across our global operations' Scope 1 and Scope 2 emissions and our Scope 3 contracted transportation GHG emissions. To help reach this goal, we are investing more than \$2.0 billion in vehicle electrification, sustainable energy, and carbon sequestration, including a pledge of \$100 million to Yale University to help establish the Yale Center for Natural Carbon Capture. In addition, we continue to leverage other approaches to reduce vehicle emissions, such as increased intermodal rail usage at FedEx Ground and FedEx Freight.

Vehicle Electrification

We are leveraging various innovative technologies to transition our pickup-and-delivery and last-mile fleets to electric vehicles. We plan to transition the entire FedEx parcel pickup-and-delivery fleet to zero-emission electric vehicles by calendar 2040, using a phased approach to replace existing vehicles. For example, by calendar 2025, we expect 50% of FedEx Express global pickup-and-delivery vehicle purchases will be electric, rising to 100% of all purchases by calendar 2030, subject to availability.

In 2021 FedEx Express agreed to purchase 500 electric vehicles from General Motors' BrightDrop, and in January 2022 we expanded our agreement to acquire 2,000 additional electric vans over the next several years. We are currently working on a plan to add up to 20,000 more, subject to further negotiations and execution of a definitive purchase agreement. FedEx Ground is developing a comprehensive strategy to facilitate the electric vehicle transition for our independent service providers, and we are developing innovative charging infrastructures to support the continued rollout of electric vehicles by FedEx and independent service providers.

To advance progress towards our electrification goal and enhance our intelligent logistics system, we are working to leverage advanced technology to increase vehicle efficiency. See "FedEx Services Segment — Customer-Driven Technology — Autonomous Delivery Technology" below for additional information on Roxo, the FedEx SameDay Bot and other innovative specialty delivery technologies we are exploring. In addition, we continue to electrify forklifts, airport ground service equipment, and other non-road vehicles across our operating companies.

We strive to employ the most advanced vehicle technologies to efficiently and safely move packages across our networks. FedEx Express has established a goal to increase vehicle fuel efficiency by 50% from a 2005 baseline by calendar 2025. Through 2021, our efforts collectively resulted in a 42% improvement in FedEx Express vehicle fuel efficiency from our 2005 baseline.

Sustainable Fuels

We continue to invest in, and seek the development of, viable, cost-effective alternative fuels to reduce aircraft and vehicle emissions. Our global fleet includes more than 4,100 alternative fuel vehicles, including hybrid, electric, liquified or compressed natural gas, liquified petroleum gas, and hydrogen fuel cell vehicles, and we will continue to grow our alternative fuel fleet in the coming years, subject to availability. We have also established a goal of obtaining 30% of our jet fuel from alternative fuels by calendar 2030.

Aircraft Fuel Conservation and Fleet Modernization

To reduce the cost of fuel use and associated GHG emissions, we have implemented efficiencies in flight operations through our global FedEx Fuel Sense program and are replacing many of our older airplanes with more fuel-efficient models. Our team members remain committed to improving our fuel efficiency and reducing our environmental impact, which led to 65 million gallons of jet fuel savings from our FedEx Fuel Sense program in 2021. Additionally, we are modernizing our aircraft fleet to reduce costs, enhance reliability and operational adaptability, improve fuel efficiency, and reduce emissions. We retired our MD-10-10 fleet at the end of 2021 and plan to retire our MD-10-30 fleet during 2023. We took delivery of four Boeing 777 Freighter ("B777F") aircraft in 2022, and plan to deploy an additional eight B777F aircraft between 2023 and 2025. Similarly, we took delivery of 12 Boeing 767-300 Freighter ("B767F") aircraft in 2022, and plan to deploy an additional 38 B767F aircraft between 2023 and 2025. Delays could impact these timelines. We are also deploying 30 new ATR 72-600F aircraft for shorter feeder routes to replace our aging ATR-42 aircraft and introducing 50 Cessna SkyCourier 408 cargo aircraft to help reduce the number of planes needed per feeder route and further improve our fuel efficiency.

A global increase in shipping volume exacerbated by the COVID-19 pandemic delayed the retirement of certain older aircraft and led us to fall short of our goal to reduce aircraft emissions intensity by 30% from a 2005 baseline by calendar 2020. Due to the increased demand for essential deliveries, e-commerce, and other global shipments in 2021, our aircraft emissions increased 12% compared to our 2020 performance. However, we have reduced our overall aircraft emissions intensity by 27% since 2005.

Facilities

We strive to sustainably operate our more than 5,000 air and ground hubs, local stations, freight service centers, and retail locations through continued investments in efficiency, renewable energy, and other energy management programs. Our facility energy management strategy is more important than ever as our energy demand increases to support electric vehicle deployment. We increase the efficiency of our facilities through energy management systems that monitor, control, and optimize our lighting, heating, ventilation, and air-conditioning equipment. In 2021, we generated on- and off-site solar energy at a total of 26 global locations across our operating companies. Where appropriate, we adopt the Leadership in Energy and Environmental Design ("LEED") standard in the U.S. and the Building Research Establishment Environmental Assessment Method ("BREEAM") in Europe to guide efficient facility design. FedEx Express and FedEx Freight seek LEED certification on all new construction, and in total FedEx has 39 LEED-certified facilities and 13 BREEAM-certified facilities across our operating companies.

In addition, we aim to minimize our operational waste footprint. FedEx recognizes that the long-term health of our business is directly connected to the health of the planet and local communities, and each operating company has robust programs and policies in place to help mitigate adverse impacts on the local environment from facility operations.

Sustainable Customer Solutions

FedEx works with customers to evaluate offering end-to-end sustainability for our supply chains through options such as carbon-neutral shipping offerings and sustainable packaging solutions. We help customers ship packages responsibly by offering free packaging options for FedEx Express shipments that are reusable, recyclable, and made from recycled content. All FedEx-branded cardboard packaging is 100% recyclable. In addition, during 2021 the third-party certified content percentage of our packaging materials was 75% and all paper purchased by FedEx Office was from vendors with responsible forest-management practices.

For additional information on the ways we are minimizing our impact on the environment, see fedex.com/en-us/sustainability.html.

Governance

The FedEx Board of Directors is comprised of a majority of independent directors and is committed to the highest quality corporate governance and accountability to stockholders. Our Board of Directors periodically reviews all aspects of our governance policies and practices, including our Corporate Governance Guidelines (the “Guidelines”) and our Code of Conduct, in light of best practices and makes whatever changes it deems appropriate to further our longstanding commitment to the highest standards of corporate governance. The Guidelines and the Code of Conduct, which apply to all of our directors, officers, and employees, including our principal executive officer and senior financial officers, are available under the ESG heading under “Governance” on the Investor Relations page of our website at investors.fedex.com. We will post under the ESG heading on the Investor Relations page of our website information regarding any amendment to, or waiver from, the provisions of the Code of Conduct to the extent such disclosure is required.

Business Segments

The following describes in more detail the operations of each of our principal operating segments:

FedEx Express Segment

FedEx Express

Overview

FedEx Express invented express distribution nearly 50 years ago in 1973 and remains the industry leader, providing rapid, reliable, time-definite delivery of packages and freight to more than 220 countries and territories through an integrated global network.

FedEx Express offers a wide range of U.S. domestic and international shipping services for delivery of packages and freight, connecting markets that generate more than 99% of the world’s gross domestic product through door-to-door, customs-cleared service, historically with a money-back guarantee. As of July 15, 2022, the money-back guarantee remains suspended for certain FedEx Express services in order to balance our focus on service and safety. FedEx Express’s unmatched air route authorities and extensive transportation infrastructure, combined with leading-edge information technologies, make it the world’s largest express transportation company. As of May 31, 2022, FedEx Express employed nearly 250,000 employees and had approximately 74,000 drop-off locations (including FedEx Office stores and FedEx OnSite locations, such as approximately 19,000 Walgreens, Dollar General, and Albertsons stores), 696 aircraft, and approximately 86,000 vehicles in its global network.

FedEx Express also provides time-critical shipment services through FedEx Custom Critical, Inc. (“FedEx Custom Critical”) and cross-border enablement and technology solutions and e-commerce transportation solutions. FedEx Cross Border Holdings, Inc. was merged into FedEx Express during 2022.

Services

FedEx Express offers a wide range of U.S. domestic and international shipping services for delivery of packages and freight. FedEx Express offers three U.S. domestic overnight package delivery services: FedEx First Overnight, FedEx Priority Overnight, and FedEx Standard Overnight. FedEx SameDay service is available 365 days a year throughout all 50 states for urgent shipments up to 150 pounds. FedEx Express also offers U.S. express overnight and deferred freight services to handle the needs of the time-definite freight market.

International express and deferred package delivery is available to more than 220 countries and territories, with a variety of time-definite services to meet distinct customer needs. FedEx International Economy provides time-definite delivery typically in two to five business days. FedEx International First provides time-definite delivery to select postal codes in more than 25 countries and territories, with delivery to select U.S. ZIP Codes as early as 8:00 a.m. from nearly 200 countries and territories in one or two business days, delivery by 10:00 a.m. in one business day from the U.S. to Canada, and by 11:00 a.m. in one business day from the U.S. to Mexico. FedEx Express also offers domestic pickup-and-delivery services within certain non-U.S. countries, including France, the United Kingdom, Australia, Brazil, Italy, Canada, Mexico, Poland, India, China, and South Africa. In addition, FedEx Express offers comprehensive international express and deferred freight services, real-time tracking, and advanced customs clearance.

Our FedEx International Priority service provides end-of-day time-definite delivery in one to three business days to more than 220 countries and territories, and our FedEx International Priority Express service provides midday time-definite delivery in one to three business days to more than 20 countries and territories. Additionally, FedEx International Connect Plus, a contractual e-commerce service currently available from nearly 50 origin countries to over 130 destination countries, provides day-definite delivery typically within two to five business days.

For information regarding FedEx Express e-commerce tools and solutions, such as FedEx Delivery Manager and FedEx Returns Technology, see “FedEx Services Segment — Customer-Driven Technology — E-Commerce Solutions.”

International Expansion

Over the years, FedEx Express has added capabilities in important international markets that have given us more robust transportation networks. Our 2016 acquisition of TNT Express accelerated our European and global growth; substantially enhanced our global footprint through TNT Express’s lower-cost road networks in Europe, the Middle East, and Asia; and expanded our capabilities and solutions for our customers. The completion of the physical network integration of TNT Express into FedEx Express in 2022 and consolidation of flights into our Paris hub allow us to significantly improve operational efficiency. We are currently in the process of migrating customers from services offered by TNT Express to the FedEx Express portfolio of services. Additionally, we continue to execute initiatives to transform and optimize the FedEx Express international business, particularly in Europe. For more information regarding our international strategy and related costs, see “Item 1A. Risk Factors” and “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition” of this Annual Report.

We also have expanded our capabilities in the Asia-Pacific markets, including through the establishment of our Asia-Pacific hub at the Guangzhou Baiyun International Airport in southern China; our North Pacific regional hub at the Kansai International Airport in Osaka, Japan, which serves as a consolidation point for shipments from northern Asia to the U.S.; and our International Express and Cargo Hub in Shanghai at Shanghai’s Pudong International Airport. During 2020, we added 14 new Asia-Pacific origin markets for FedEx International First service to the U.S. and Canada. These developments allow us to continue to better serve our global customers doing business in the Asia-Pacific markets.

In December 2021, FedEx Express entered into a strategic alliance with Delhivery, a leading logistics and supply chain services company in India. See “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition” of this Annual Report for more information.

To facilitate the use of our growing international network, we offer a full range of international trade consulting services and a variety of online tools that enable customers to more easily determine and comply with international shipping requirements.

U.S. Postal Service Agreement

In 2013, FedEx Express entered into a new seven-year agreement with the U.S. Postal Service (“USPS”) under which FedEx Express provides airport-to-airport transportation of USPS First Class Mail, Priority Mail Express, and Priority Mail within the U.S. In 2017, the parties entered into an amendment to the agreement whereby the initial renewal period provided in the agreement was exercised in part and the agreement’s period of performance was extended through September 29, 2024. FedEx Express also provides transportation and delivery for the USPS’s international delivery service called Global Express Guaranteed under a separate agreement. For more information about our relationship with the USPS, see “Item 1A. Risk Factors” of this Annual Report.

Pricing

FedEx Express periodically publishes updates to the list prices for the majority of its services in its Service Guides. In general, shipping rates are based on the service selected, origin, destination, weight, size, any ancillary service charge, and whether the customer charged the shipment to a FedEx account. Effective January 3, 2022, FedEx Express implemented a 5.9% average list price increase for U.S. domestic, U.S. export, and U.S. import services.

In order to manage demand and capacity constraints in connection with the COVID-19 pandemic, between April 2020 and November 2020 FedEx Express implemented temporary surcharges on all international package and airfreight shipments. These surcharges continued as peak surcharges beginning in November 2020 and remain in effect. Additionally, beginning in June 2020 FedEx Express has implemented a series of peak surcharges generally applying to U.S. domestic shipments that are oversized or require additional handling, and to residential packages for customers meeting a certain volume threshold. Specific applicable surcharges have been adjusted periodically since their implementation, and higher surcharges were applied during the 2022 holiday peak season. Effective January 17, 2022, the U.S. domestic holiday peak surcharges were no longer in effect, and an additional residential surcharge was applied for customers who met certain volume thresholds. These changes reflect incremental costs associated with the challenging operating environment, while enabling FedEx Express to continue investing in service enhancement, fleet maintenance, technology innovations, and other areas to serve customers more effectively and efficiently.

FedEx Express has an indexed fuel surcharge for U.S. domestic and U.S. outbound shipments and for shipments originating internationally, where legally and contractually possible. FedEx Express fuel surcharges are adjusted on a weekly basis. The fuel surcharge is based on a weekly fuel price from two weeks prior to the week in which it is assessed. Some FedEx Express international fuel surcharges incorporate a timing lag of approximately six to eight weeks. The fuel surcharge for U.S. domestic freight services is assessed per pound of shipment. Effective June 21, 2021, November 1, 2021, and April 4, 2022, the tables used to determine fuel surcharges at FedEx Express were updated. The weighted-average U.S. domestic and outbound fuel surcharges for the past three years were: 2022 — 13.1%; 2021 — 4.9%; and 2020 — 6.3%. See the “Results of Operations and Outlook — Consolidated Results — Fuel” section of “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition” of this Annual Report for more information.

Operations

FedEx Express’s primary sorting facility, located in Memphis, serves as the center of the company’s multiple hub-and-spoke system. A second national hub facility is located in Indianapolis. We are making investments over multiple years in our facilities to expand and modernize our Indianapolis hub and Memphis World Hub. See the “Financial Condition — Liquidity Outlook” section of “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition” of this Annual Report for more information. In addition to these national hubs, FedEx Express operates regional hubs in Fort Worth, Newark, Oakland, and Greensboro and major metropolitan sorting facilities in Chicago and Los Angeles.

Facilities in Anchorage, Paris, Cologne, Guangzhou, and Osaka serve as sorting facilities for express package and freight traffic moving to and from Asia, Europe, and North America. Additional major sorting and freight handling facilities are located at Narita Airport in Tokyo and Stansted Airport outside London. The facilities in Paris, Cologne, Guangzhou, and Osaka are also designed to serve as regional hubs for their respective market areas. A facility in Miami — the Miami Gateway Hub — serves our South Florida, Latin American, and Caribbean markets. A central air hub near Liege, Belgium connects specific large European markets. In addition to its worldwide air network, FedEx Express operates road networks in North America, Europe, the Middle East, Asia, Australia, and South America. FedEx Express’s unique European road network connects more than 40 countries and territories through 19 transit hubs and over 540 stations.

Throughout its worldwide network, FedEx Express operates city stations and employs a staff of customer service agents, cargo handlers, and couriers who pick up and deliver shipments in the station’s service area. In some international areas, independent agents (“Global Service Participants”) have been selected to complete deliveries and to pick up packages. For more information about our sorting and handling facilities, see “Item 2. Properties” of this Annual Report under the caption “FedEx Express Segment.”

FedEx Office offers retail access to FedEx Express shipping services at all of its retail locations. FedEx Express also has alliances with certain other retailers to provide in-store drop-off sites, including at more than 19,000 Walgreens, Dollar General, and Albertsons stores. Our unstaffed FedEx Drop Boxes provide customers the opportunity to drop off packages in office buildings, shopping centers, and corporate or industrial parks.

Fuel Supplies and Costs

During 2022, FedEx Express purchased jet fuel from various suppliers under contracts that vary in length and which provide for estimated amounts of fuel to be delivered. The fuel represented by these contracts is purchased at market prices. We do not have any jet fuel hedging contracts. See “Pricing” above.

The following table sets forth FedEx Express's costs for jet fuel and its percentage of FedEx Corporation consolidated revenues for the last five fiscal years:

Fiscal Year	Total Jet Fuel Cost (in millions)	Percentage of Consolidated Revenue
2022	\$ 3,867	4.1%
2021	2,065	2.5
2020	2,265	3.3
2019	2,847	4.1
2018	2,460	3.8

Most of FedEx Express's vehicle fuel needs are satisfied by retail purchases with various discounts.

Competition

As described in "Item 1A. Risk Factors" of this Annual Report, the express package and freight markets are both highly competitive and sensitive to price and service, especially in periods of little or no macroeconomic growth. The ability to compete effectively depends upon price, frequency, reliability, capacity and speed of scheduled service, ability to track packages, extent of geographic coverage, innovative service offerings, and the fit within the customer's overall supply chain.

Competitors within the U.S. include other package delivery concerns, principally United Parcel Service, Inc. ("UPS"), passenger airlines offering express package services, regional delivery companies, air freight forwarders, and the USPS. FedEx Express's principal international competitors are DHL, UPS, DPD (a subsidiary of France's La Poste's GeoPost), General Logistics Systems (a Royal Mail-owned parcel delivery group), foreign postal authorities, passenger airlines, air freight forwarders, regional carriers, and all-cargo airlines. FedEx Express also competes with startup companies that combine technology with crowdsourcing to focus on local market needs. In addition, some high-volume package shippers, such as Amazon.com, are developing and implementing in-house delivery capabilities and utilizing independent contractors for deliveries, and may be considered competitors. For example, Amazon.com has established a network of hubs, aircraft, and vehicles and has expressed an intention to offer its internal delivery capabilities broadly to third parties. Many of FedEx Express's international competitors are government-owned, -controlled, or -subsidized carriers, which may have greater resources, lower costs, less profit sensitivity, and more favorable operating conditions than FedEx Express. For more information, see "Item 1A. Risk Factors" of this Annual Report.

Employees

Donald F. Colleran is the President and Chief Executive Officer of FedEx Express, which is headquartered in Memphis, Tennessee. Mr. Colleran will serve as President and Chief Executive Officer through August 31, 2022 and remain at FedEx Express as FedEx Express CEO Executive Advisor until his retirement on December 31, 2022. Richard W. Smith, who previously served as Regional President, The Americas and Executive Vice President, Global Support of FedEx Express, was appointed President and Chief Executive Officer—Elect of FedEx Express effective April 1, 2022, and will succeed Mr. Colleran as President and Chief Executive Officer of FedEx Express effective September 1, 2022. As of May 31, 2022, FedEx Express employed approximately 191,000 permanent full-time and approximately 58,000 permanent part-time employees.

The pilots of FedEx Express, who are a small number of its total employees, are represented by the Air Line Pilots Association, International ("ALPA") and are employed under a collective bargaining agreement that took effect in November 2015. The collective bargaining agreement became amendable in November 2021. Bargaining for a successor agreement began in May 2021 and continues. In addition to our pilots at FedEx Express, certain of FedEx Express's non-U.S. employees are unionized. In June 2022, the Transport Workers Union filed an application with the National Mediation Board requesting an election to represent approximately 130 Global Operations Control ("GOC") specialists who perform flight dispatching functions in FedEx Express's GOC center. FedEx Express has raised objections to the application in its response. FedEx Express believes its employee relations are excellent. See "Item 1A. Risk Factors" of this Annual Report for more information.

FedEx Custom Critical

FedEx Custom Critical provides a range of expedited, time-specific freight-shipping services throughout the U.S., Canada, and Mexico. Among its services are Surface Expedite, providing exclusive-use shipping and time-definite services; Air Expedite, offering an array of expedited air solutions to meet customers' critical delivery times; and White Glove Services, for shipments that require extra care in handling, temperature control, or specialized security. Service from FedEx Custom Critical is available 24 hours a day, 365 days a year. FedEx Custom Critical continuously monitors shipments through an integrated proprietary shipment-control system, including two-way satellite communications on exclusive-use shipments.

FedEx Ground Segment

Overview

By leveraging the FedEx brand, maintaining a low-cost structure, and efficiently using information technology and advanced automation systems, FedEx Ground continues to enhance its competitive position as a leading provider of business and residential money-back guaranteed ground package delivery services. As of July 15, 2022, the money-back guarantee for all FedEx Ground services remains temporarily suspended in order to balance our focus on service and safety. FedEx Ground serves customers in the North American small-package market, focusing on business and residential delivery of packages weighing up to 150 pounds. Ground service is provided to 100% of the continental U.S. population and overnight service of up to 400 miles to nearly 100% of the continental U.S. population. Service is also provided to nearly 100% of the Canadian population. In addition, FedEx Ground offers service to Alaska and Hawaii through a ground and air network operation coordinated with other transportation providers. FedEx Ground provides seven-day-per-week residential delivery to virtually all of the U.S. population.

The company offers FedEx Home Delivery service, which reaches 100% of U.S. residences. FedEx Home Delivery is dedicated to meeting the delivery needs of residential customers and provides routine Saturday and evening delivery and premium options such as day-specific, appointment, and signature delivery. Sunday delivery is also provided for virtually all of the U.S. population. FedEx Home Delivery brings unmatched services to residential shippers and their customers and is the first residential ground package delivery service to have offered a money-back guarantee. FedEx Ground Economy service is available for the consolidation and delivery of high volumes of low-weight, less time-sensitive business-to-consumer packages to any residential address or PO Box in the U.S.

Pricing

FedEx Ground periodically publishes updates to the list prices for the majority of its services in its Service Guide. In general, U.S. shipping rates are based on the service selected, origin, destination, weight, size, any ancillary service charge, and whether the customer charged the shipment to a FedEx account. Effective January 3, 2022, FedEx Ground and FedEx Home Delivery implemented a 5.9% average list price increase. FedEx Ground Economy average list prices also increased.

To manage demand and capacity constraints in connection with the COVID-19 pandemic, beginning in June 2020 FedEx Ground implemented a series of surcharges generally applying to shipments that are oversized, unauthorized, or require additional handling; to residential packages for customers meeting a certain volume threshold; and to FedEx Ground Economy shipments. Specific applicable surcharges have been adjusted periodically since their implementation, and higher surcharges were applied during the 2022 holiday peak season. Effective January 17, 2022, the holiday peak surcharges were no longer in effect, and additional surcharges were applied to residential shipments for customers who met certain volume thresholds and to packages delivered or returned using FedEx Ground Economy services. These changes reflect incremental costs associated with the challenging operating environment, while enabling FedEx Ground to continue investing in service enhancement, equipment maintenance, technology innovations, and other areas to serve customers more effectively and efficiently.

FedEx Ground has an indexed fuel surcharge, which is adjusted on a weekly basis. The fuel surcharge is based on a weekly fuel price from two weeks prior to the week in which it is assessed. Effective June 21, 2021, November 1, 2021, and April 4, 2022, the tables used to determine fuel surcharges at FedEx Ground were updated. See the “Results of Operations and Outlook — Consolidated Results — Fuel” section of “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition” of this Annual Report for more information.

Operations

FedEx Ground operates a highly flexible network of over 680 sortation and distribution facilities, including approximately 160 fully automated stations, in the U.S. and Canada as of May 31, 2022. FedEx Ground conducts its operations primarily with more than 100,000 vehicles owned or leased by independent service providers. To provide FedEx Home Delivery service and FedEx Ground Economy service, FedEx Ground leverages its pickup operation and hub and linehaul network.

In recent years, FedEx Ground’s network expansion has substantially increased the company’s daily capacity through the addition of new facilities featuring the latest automated sorting technology as well as the expansion or relocation of existing hubs and other facilities. FedEx Ground has also made significant operational enhancements to ensure safe and reliable handling of large and heavy items. These changes include designing new facilities, adding equipment to certain facilities, and making other operational adjustments.

FedEx Ground continues to leverage opportunities to maximize utilization of existing facilities and deploy new technologies to enhance operational efficiency. Advanced automated unloading and sorting technology is used to streamline the handling of millions of packages daily. FedEx Ground yard management systems, which interact with GPS tags on each trailer and create geofences around FedEx Ground facilities, automatically notify the control center when a trailer arrives and departs. Using overhead laser and six-sided camera-based bar code scan technology, hub conveyors electronically guide packages to their appropriate destination chute, where they are loaded for transport to their respective destination stations for local delivery. FedEx Ground is implementing dynamic scheduling tools to match sort staffing headcount with volumes, and is introducing capabilities to allow certain packages to bypass station sortation and proceed directly to vehicles, which helps to maximize station capacity. Additionally, FedEx Ground is testing autonomous, driverless technologies in the handling of large, non-conveyable packages.

Advanced route optimization technology provides service providers near real-time data that can be used to plan efficient delivery routes and make decisions about vehicle mix and workforce. Additionally, software systems and internet-based applications are deployed to offer customers new ways to connect internal package data with external delivery information. FedEx Ground provides shipment tracing and proof-of-delivery signature functionality through the FedEx website, fedex.com. For additional information regarding FedEx Ground e-commerce tools and solutions, including FedEx Delivery Manager and FedEx Returns Technology, see “FedEx Services Segment — Customer-Driven Technology — E-Commerce Solutions.”

FedEx Ground has recently introduced new vehicle safety technologies and incentives for adoption by its service providers, as well as new eligibility standards for drivers employed by service providers.

FedEx Office offers retail access to FedEx Ground shipping services at all of its retail locations. FedEx Ground is also available as a service option at all FedEx Authorized ShipCenters and other FedEx OnSite locations, including at approximately 19,000 Walgreens, Dollar General, and Albertsons stores.

As of May 31, 2022, FedEx Ground employed approximately 66,000 permanent full-time and approximately 134,000 permanent part-time employees. In addition, FedEx Ground contracts with over 6,000 independent small businesses to conduct its linehaul and pickup-and-delivery operations, as the use of these service providers is well suited to the needs of the ground delivery business and its customers.

FedEx Ground is defending lawsuits in which it is alleged that FedEx Ground should be treated as an employer or joint employer of drivers employed by service providers engaged by FedEx Ground. We continue to believe that FedEx Ground is not an employer or joint employer of the drivers of these independent businesses. For a description of these proceedings, see “Item 1A. Risk Factors” of this Annual Report and Note 19 of the consolidated financial statements included in “Item 8. Financial Statements and Supplementary Data” of this Annual Report.

John A. Smith is the President and Chief Executive Officer of FedEx Ground. FedEx Ground is headquartered in the Pittsburgh, Pennsylvania area, and its primary competitors are UPS, the USPS, and regional delivery carriers. FedEx Ground also competes with startup companies that combine technology with crowdsourcing to focus on local market needs. In addition, some high-volume package shippers, such as Amazon.com, are developing and implementing in-house delivery capabilities and utilizing independent contractors for deliveries. For example, Amazon.com has established a network of hubs and vehicles and has expressed an intention to offer its internal delivery capabilities broadly to third parties. For more information, see “Item 1A. Risk Factors” of this Annual Report.

FedEx Freight Segment

Overview

FedEx Freight is a leading North American provider of LTL freight services, offering choice, simplicity, and reliability to meet the needs of LTL shippers — FedEx Freight Priority, when speed is critical to meet a customer’s supply chain needs; FedEx Freight Economy, when a customer can trade time for cost savings; and FedEx Freight Direct, a service to meet the needs of the growing e-commerce market for delivery of heavy, bulky products to or through the door for residences and businesses. Through one comprehensive network of service centers and advanced information systems, FedEx Freight provides service to virtually every U.S. ZIP Code (including Alaska and Hawaii) with industry-leading transit times. FedEx Freight Priority has the fastest published transit times of any nationwide LTL service. Internationally, FedEx Freight Canada offers FedEx Freight Priority service, serving most points in Canada, as well as FedEx Freight Priority and FedEx Freight Economy service between Canada and the U.S. In addition, FedEx Freight serves Mexico, Puerto Rico, and the U.S. Virgin Islands via alliances. As of July 15, 2022, the money-back guarantee for all FedEx Freight services remains temporarily suspended in order to balance our focus on service and safety.

Through its many service offerings, FedEx Freight can match customers' time-critical needs with industry-leading transit times. With the expansion of FedEx electronic solutions, LTL shippers have the convenience of a single shipping and tracking solution for FedEx Freight, FedEx Express, and FedEx Ground. These solutions make freight shipping easier and provide customers easy access to their account information. The FedEx Freight Advance Notice feature available on FedEx Freight Priority shipments uses the company's innovative technology systems to proactively notify FedEx Freight customers via the internet, e-mail, or fax when a shipment may be delayed beyond its estimated delivery date, providing customers with greater visibility and control of their LTL freight shipments. Customers can also process cross-border LTL shipments to and from Canada and Mexico, as well as intra-Canada and -Mexico shipments, through FedEx Ship Manager at fedex.com, FedEx Ship Manager Software, FedEx Ship Manager Server, and FedEx Web Services. Additionally, FedEx Freight A.M. Delivery offers freight delivery by 10:30 a.m. within and between the U.S. and Canada. FedEx Freight also offers LTL Select, a free cloud-based, multi-carrier transportation management system that provides customers with visibility into all available carriers and their pricing in one location, as well as the ability to book service and make payments.

FedEx Freight Direct addresses the growing e-commerce market for heavy bulky products and supports ongoing collaboration between FedEx Freight and FedEx Ground. It has four service levels to meet customer needs, with basic and basic by appointment available to nearly 100% of the U.S. population and standard and premium available to 90% of the continental U.S. population.

FedEx Freight continues to expand its use of DIM technology to more accurately capture freight profile, which improves the company's ability to cost and price shipments. FedEx Freight also uses radio frequency identification technology and customized software to improve shipment visibility on its docks and enhance custodial control at the handling unit level.

As of May 31, 2022, the FedEx Freight segment was operating more than 30,000 vehicles from a network of approximately 400 service centers and had approximately 47,000 employees. Lance D. Moll is the President and Chief Executive Officer of FedEx Freight, which is based in Memphis, Tennessee. FedEx Freight's primary competitors are YRC Worldwide Inc. (which includes YRC Regional Transportation and YRC Freight), XPO Logistics, Inc., Old Dominion Freight Line, Inc., ABF Freight (an ArcBest company), SAIA, Inc., and TFI International Inc.

We are currently bargaining with the International Brotherhood of Teamsters at one FedEx Freight facility.

Pricing

FedEx Freight periodically publishes updates to the list prices for the majority of its services in its 100 Rules Tariff. In general, shipping rates are based on the service selected, origin, destination, weight, class, any ancillary service charge, and whether the customer charged the shipment to a FedEx account. On January 3, 2022, FedEx Freight implemented a 5.9% average list price increase for customers who use FXF PZONE and FXF EZONE rates and a 7.9% average list price increase for customers who use FXF 1000 and FXF 501. These increases apply for shipments within the U.S. and between the contiguous U.S. and Canada.

In order to manage demand and capacity constraints, beginning in July 2021 FedEx Freight implemented a peak surcharge applying to specific delivery points within the U.S. The peak surcharge has been adjusted periodically since implementation. Effective November 15, 2021, FedEx Freight increased applicable length surcharges. Effective January 17, 2022, FedEx Freight added a surcharge that applies when a pickup is performed and no shipment is tendered to the carrier.

FedEx Freight has an indexed fuel surcharge, which is adjusted on a weekly basis. The fuel surcharge is based on a weekly fuel price from two days prior to the day in which it is assessed. Effective November 1, 2021 and April 4, 2022, the tables used to determine fuel surcharges at FedEx Freight were updated. See the "Results of Operations and Outlook — Consolidated Results — Fuel" section of "Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition" of this Annual Report for more information.

FedEx Services Segment

FedEx Services provides our other companies with sales, marketing, information technology, communications, customer service, technical support, billing and collection services, and certain other back-office support. Through FedEx Services, we provide a convenient single point of access for many customer support functions, enabling us to more effectively sell the entire portfolio of transportation services and to help ensure a consistent and outstanding experience for our customers.

Brie A. Carere and Robert B. Carter each serve as the Co-President and Co-Chief Executive Officer of FedEx Services, which is based in Memphis, Tennessee. As of May 31, 2022, the FedEx Services segment had approximately 15,000 employees.

Customer-Driven Technology

FedEx is a world leader in technology, and FedEx founder Frederick W. Smith's vision that "the information about a package is as important as the delivery of the package itself" remains at the core of our comprehensive technology strategy. We strive to build technology solutions that will solve our customers' business problems with simplicity, convenience, speed, and reliability. Additionally, FedEx stands at the nexus of digital and physical networks, a crucial intersection for the success of e-commerce deliveries. We continue to expand our e-commerce convenience network and explore innovative alternatives to help customers and businesses deliver. During 2022 we continued to advance a major information technology transition from traditional mainframe computing to cloud-based systems, which is delivering significant benefits in terms of flexibility, security, speed to market, and resiliency. See "FedEx Dataworks Operating Segment" below for more information on the solutions we are creating to "Innovate for Tomorrow."

Shipping Management and Precision Tracking

The *fedex.com* website is widely recognized for its speed, ease of use, and customer-focused features. The advanced tracking capability within FedEx Tracking provides customers with a consolidated view of inbound and outbound shipments. FedEx Virtual Assistant on *fedex.com* is an artificial-intelligence-enabled service that provides answers to customer shipping questions, allowing our customer service representatives and sales professionals to focus on higher-value customer interactions.

SenseAware, a FedEx innovation currently available in nearly 90 countries worldwide, allows customers to stay connected to their critical shipments by providing real-time updates regarding current location, precise temperature, relative humidity, barometric pressure readings, light exposure, and shock events. Additionally, FedEx SenseAware ID is a lightweight sensor-based logistics device that delivers a new level of precision tracking. The enhanced location visibility provided by FedEx SenseAware ID will create opportunities for FedEx customers to reimagine their supply chains through real-time updates on a package's location within the FedEx Express network. FedEx is currently expanding access to FedEx SenseAware ID and plans to eventually make FedEx SenseAware ID available for a broad range of premium FedEx Express services.

FedEx Mobile is a suite of solutions including the FedEx mobile application, FedEx mobile website, and SMS text messaging. The FedEx Mobile app provides convenience for recipients to track packages and access FedEx Delivery Manager to customize home deliveries. Shippers can easily get rates and estimated delivery times and swiftly create a shipping label. All users can quickly find the nearest FedEx location for Hold at Location or drop-off. It is available on Android™ and Apple devices. The FedEx Mobil app has expanded to more than 220 countries and territories and 40 languages. SMS Notifications allows customers to track or follow a package via text messaging, and it is currently available in five countries.

Additionally, our FedEx Ship Manager suite of solutions offers a wide range of options to help our customers manage their parcel and LTL shipping and associated processes.

E-Commerce Solutions

FedEx Delivery Manager allows our U.S. residential customers to customize home deliveries to fit their schedule by providing a range of options to schedule dates, locations, and times of delivery. Additionally, FedEx Returns Technology, a comprehensive solution for returns management, provides high-volume merchants and e-tailers complete visibility into returns and an easy way to track shipments, manage inventory, analyze returns trends, and make more informed decisions based on shoppers' returns behaviors.

FedEx OnSite, our retail convenience network, utilizes third-party retailers to receive and hold packages for FedEx customers. As of July 15, 2022, the FedEx OnSite network has grown to include approximately 19,000 Walgreens, Dollar General, and Albertsons stores in addition to our approximately 2,200 FedEx Office locations. In addition to allowing for an easy returns and drop-off experience for shoppers, the FedEx OnSite network is well positioned to serve as a "buy online, pickup in store" network for small and medium merchants without brick-and-mortar locations. We have also added FedEx Returns Technology to the Walgreens retail network, which allows for in-store printing of return shipping labels and eliminates the need to include a return label in every package.

We have expanded e-commerce delivery options for retailers with FedEx Extra Hours, a service that enables participating retailers to fulfill e-commerce orders into the evening and receive late pickups by FedEx Express, with next-day local delivery and two-day shipping to any address in the continental U.S. FedEx Extra Hours, which is currently available to select customers, allows retailers to extend evening order cutoff times by five to eight hours, with some as late as midnight, depending on their current order fulfillment process.

In June 2022, FedEx announced the launch of Picture Proof of Delivery for express and ground residential deliveries in the U.S. and Canada that are released without a signature in advance of the 2023 holiday peak season.

Autonomous Delivery Technology

FedEx is exploring the use of autonomous delivery technology within its operations. Roxo, the FedEx SameDay Bot, an autonomous delivery device designed to help retailers make on-demand same-day and last-mile deliveries to their customers, continues development and testing in select markets. In 2021, we announced a multi-year, multi-phase agreement to test Nuro's next-generation autonomous delivery vehicle within FedEx operations. The collaboration with Nuro will explore various use cases for on-road autonomous vehicle logistics such as multi-stop and appointment-based deliveries.

In 2022, we began a pilot program with Aurora Innovation, Inc. ("Aurora") and PACCAR Inc. to test Aurora's autonomous driving technology in PACCAR autonomous vehicle platform-equipped trucks within FedEx linehaul operations. Additionally, FedEx Express is developing plans to test Elroy Air's autonomous air cargo system within the company's middle-mile logistics operations, moving shipments between sortation locations. We are also working with major national retailers, fast food restaurants, and drug stores to help assess different customers' autonomous delivery needs.

Marketing

The FedEx brand name symbolizes outstanding service, reliability, and speed. Emphasis is continually placed on promoting and protecting the FedEx brand, one of our most important assets. As a result, FedEx is one of the most widely recognized brands in the world. In addition to television, print, and digital advertising, we promote the FedEx brand through sponsorships and special events. For example, FedEx sponsors:

- The UEFA Champions League, which is broadcast in over 200 countries and territories worldwide.
- The season-long FedExCup competition on the PGA Tour, including the FedEx St. Jude Championship, a PGA Tour event that has raised millions of dollars for St. Jude Children's Research Hospital and is one of three annual FedExCup playoff events.
- The #11 Joe Gibbs Racing Toyota Camry driven by Denny Hamlin in the NASCAR Cup Series.

Additionally, FedEx is the "Official Delivery Service Sponsor" and "Official Office Services Provider" of the NFL, through which we conduct events and other activities to promote the FedEx brand, such as the "FedEx Air & Ground" NFL Players of the Week and Players of the Year Awards.

Information Security

FedEx Services has a team of highly qualified professionals dedicated to securing information about our customers' shipments and protecting our customers', vendors', and employees' privacy, and we strive to provide a safe, secure online environment for our customers. We are committed to compliance with applicable information security laws, regulations, and industry standards. For a description of risks related to information security, see "Item 1A. Risk Factors" of this Annual Report.

FedEx Office Operating Segment

As of May 31, 2022, FedEx Office operated approximately 2,200 customer-facing stores, providing convenient access to printing and shipping expertise with reliable service.

The FedEx Office brick-and-mortar network features retail stores, FedEx Office locations inside Walmart stores, manufacturing plants, corporate on-site print centers, and on-site business centers at colleges and universities, hotels, convention centers, corporate campuses, and healthcare campuses. Many of these locations are open later in the evenings to accommodate urgent printing projects and delivery drop-offs. FedEx Office has designed a suite of printing and shipping management solutions that are flexible and scalable, allowing customers to meet their unique printing and shipping needs. The network provides an adaptable cost model helping to save time, labor, and overhead by freeing up resources and avoiding fixed costs associated with large-scale printing and e-commerce parcel volumes. This is especially valuable to our enterprise customers looking to outsource their print supply chain. Services include digital printing, professional finishing, document creation, design services, direct mail, signs and graphics, custom-printed boxes, copying, computer rental, free Wi-Fi, corporate print solutions, expedited U.S. passport processing and renewal through a collaboration with a registered U.S. passport agency, and fully digital notarization services through FedEx Office Online Notary.

With the FedEx Office Print On Demand solution, customers can use their laptops or mobile devices to design their print needs or access their personal cloud accounts, and print directly to any FedEx Office location in the U.S., or have their order delivered right to their door. Customers also have the flexibility of using FedEx Office's Print & Go solutions to print at self-serve locations from USBs, the cloud, or through email. Print & Go solutions allow customers to access files using popular cloud providers Google Drive™, Box, Microsoft OneDrive®, and from FedEx Office's own My Online Documents, making printing easy.

FedEx Office has prioritized our e-commerce and digital offerings as a growth opportunity for the enterprise/large, medium, and small business customers we serve. FedEx Office has partnered with a content and creative design platform to form a digital design-to-print marketplace offering millions of images and illustrations, an extensive library of templates, and a simple drag-and-drop interface to create custom business materials from *fedex.com* on any device, with next-day printing on many requests available at FedEx Office stores. Additionally, FedEx Office has partnered with a leading marketing solutions company to introduce an online branded promotional products marketplace that allows businesses to customize and purchase high-quality promotional products. FedEx Office has also made investments in new machines and technology, enhancing capabilities in narrow format color, grand format, large format, color management, enhanced finishing, and other technologies.

FedEx Office provides customers convenient access to the full range of FedEx Express and FedEx Ground shipping services. Customers may have their FedEx Express and FedEx Ground packages delivered to any FedEx Office customer-facing location nationwide through the Hold at FedEx Location service, free of charge, and may redirect packages to these locations through Redirect to Hold or AutoRedirect to Hold services. FedEx Office facilitates e-commerce and returns through FedEx Returns Technology, which allows for in-store printing of return shipping labels. Additionally, FedEx SameDay City is available in over 1,800 cities in 34 markets across the U.S., offering door-to-door residential and business delivery of time-sensitive parcels within hours by FedEx Office uniformed team members in branded FedEx Office delivery vehicles. Industries such as healthcare, life sciences, manufacturing, finance, perishables, travel, and automotive rely on same-day services for critical delivery needs.

FedEx Office also offers packing services, and packing supplies and boxes are included in its retail offerings. By allowing customers to have items professionally packed by specially trained FedEx Office team members and then shipped using FedEx Ground day-definite shipping or time-definite global FedEx Express shipping services, FedEx Office offers a complete “pack-and-ship” solution. FedEx Office also offers FedEx Pack Plus, which includes custom box building capabilities and techniques; a robust assortment of specialty boxes; and additional packing supplies, equipment, and tools to serve our customers’ needs.

Almost all FedEx Office locations provide local pickup-and-delivery service for print jobs completed by FedEx Office. A FedEx courier picks up a customer’s print job at the customer’s location and then returns the finished product to the customer. Options and services vary by location.

Brian D. Philips is the President and Chief Executive Officer of FedEx Office, which is based in Plano, Texas. As of May 31, 2022, FedEx Office had approximately 13,000 employees. FedEx Office is an operating segment that is included in “Corporate, other, and eliminations” in our segment reporting.

FedEx Logistics Operating Segment

The FedEx Logistics operating segment plays a key role within the FedEx portfolio with a comprehensive suite of integrated logistics solutions, providing air and ocean cargo transportation, specialty transportation, customs brokerage, and trade management tools and data through FedEx Trade Networks Transport & Brokerage, as well as third party logistics and supply chain solutions through FedEx Supply Chain. FedEx Logistics has the unique ability to leverage the power of the FedEx transportation networks as well as its global network of service providers. Additionally, FedEx Logistics provides international trade advisory services.

Dr. Udo Lange is the President and Chief Executive Officer of FedEx Logistics, which is based in Memphis, Tennessee. As of May 31, 2022, the FedEx Logistics organization had approximately 21,000 employees. FedEx Supply Chain has a small number of employees who are members of unions. FedEx Logistics is an operating segment that is included in “Corporate, other, and eliminations” in our segment reporting.

FedEx Trade Networks Transport & Brokerage

FedEx Trade Networks Transport & Brokerage provides international trade services, specializing in customs brokerage, global ocean and air freight forwarding, and managed transportation. Additionally, FedEx Trade Networks Transport & Brokerage provides customs clearance services for FedEx Express at its major U.S. hub facilities and border customs clearance for FedEx Ground and FedEx Freight. FedEx Trade Networks Transport & Brokerage also offers global door-to-door air charter solutions collaborating with FedEx Express and U.S. import door-to-door less-than-container-load ocean solutions collaborating with FedEx Freight.

As trade throughout the world grows, so does the FedEx Trade Networks Transport & Brokerage solutions portfolio. As of May 31, 2022, FedEx Trade Networks Transport & Brokerage operated approximately 150 offices and facilities in 34 countries and territories throughout North America and in Africa, Asia-Pacific, Europe, India, Latin America, the Middle East, and Australia/New Zealand. FedEx Trade Networks Transport & Brokerage maintains a network of air and ocean freight-forwarding service providers and has entered into strategic alliances to provide services in certain countries in which it does not have owned offices.

FedEx Trade Networks Transport & Brokerage offers customized trade solutions that enable improved compliance practices through FedEx Trade Solutions.

FedEx Supply Chain

FedEx Supply Chain is a supply chain solutions provider specializing in Product Lifecycle Logistics® for technology, retail, consumer and industrial goods, and healthcare industries. With approximately 15,000 employees at approximately 100 facilities as of May 31, 2022, FedEx Supply Chain provides a comprehensive range of integrated logistics services to enable growth, minimize cost, mitigate supply chain risk, and improve customer services. Service offerings include inbound logistics, warehousing and distribution, fulfillment, contract packaging and product configuration, systems integration, returns process and disposition, test, repair, refurbishment, and product liquidation.

FedEx Fulfillment is an e-commerce solution that helps small and medium-sized businesses fulfill orders from multiple channels, including websites and online marketplaces, and manage inventory for their retail stores. The FedEx Fulfillment platform is designed to be an easy-to-use and all-in-one logistics solution through which customers have complete visibility into their products, giving them an easy way to track items, manage inventory, analyze trends, and make more informed decisions by better understanding shoppers' spending behaviors.

FedEx Dataworks Operating Segment

The FedEx Dataworks operating segment is focused on putting our data into context and using it to transform the digital and physical experiences of our customers and team members. The size and scale of our global network gives us a bird's-eye view of global supply chains and trends. This foundation provides an immense amount of data we can use to build better insights, increase visibility, and improve the customer experience. FedEx Dataworks is creating solutions that allow us to "Innovate for Tomorrow" by collaborating across the FedEx enterprise to integrate the technology and services integral to the success of our customers. Further, FedEx Dataworks will help to facilitate an open and collaborative e-commerce ecosystem that helps merchants provide seamless end-to-end experiences for their customers. In 2022, we enhanced tracking capabilities on fedex.com based on an advanced machine learning and artificial intelligence model developed by FedEx Dataworks. This new experience delivers greater estimated delivery date accuracy, including updates for early or delayed shipments.

ShopRunner is an e-commerce platform that directly connects brands and merchants with online shoppers. ShopRunner members enjoy benefits that include free two-day shipping, free returns, member-exclusive discounts, and seamless checkout. ShopRunner's data-driven marketing and omnichannel enablement capabilities also help brands and merchants acquire high-value customers and accelerate their digital innovation by using ShopRunner's e-commerce platform. We believe the complementary nature of ShopRunner's pre-purchase offerings combined with FedEx's post-purchase logistics intelligence will enable brands and merchants to attract and engage consumers at scale by providing innovative online shopping experiences.

FedEx Surround allows any business to enhance visibility into its supply chain by leveraging data to provide near-real-time analytics into shipment tracking, which will drive more precise logistics and inventory management.

Through innovative partnerships, FedEx Dataworks seeks to open pathways to e-commerce and empower customers with differentiated insights and tools. In April 2021, we announced a multi-year collaboration with Adobe, starting with the integration of ShopRunner with Adobe Commerce's Magento platform. By integrating their online storefronts with ShopRunner, Adobe merchants are able to offer seamless checkout, two-day shipping, easy returns, and exclusive offers to shippers. The collaboration also gives merchants access to FedEx post-purchase logistics intelligence, allowing for better management of supply chains. In September 2021, we announced a multi-year partnership with Salesforce that integrates Salesforce Commerce Cloud and Salesforce Order Management with innovative capabilities from FedEx and ShopRunner.

In January 2022, FedEx and Microsoft announced a new cross-platform logistics solution for e-commerce aimed at increasing merchant competitiveness in the e-commerce space by improving customer engagement and providing enhanced shipping options, which is expected to be available to customers in the U.S. in the second half of calendar 2022. Additionally, in June 2022 FedEx and FourKites announced a strategic alliance to provide businesses with new, more robust real-time supply chain visibility capabilities.

Sriram Krishnasamy is the President and Chief Executive Officer of FedEx Dataworks, which is based in Memphis, Tennessee. As of May 31, 2022, FedEx Dataworks had approximately 400 employees. FedEx Dataworks is an operating segment that is included in "Corporate, other, and eliminations" in our segment reporting.

Seasonality

For information on the seasonality of our business, see the "Results of Operations and Outlook — Consolidated Results — Seasonality of Business" section of "Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition" of this Annual Report.

Trademarks

The “FedEx” trademark, service mark, and trade name are essential to our worldwide business. FedEx, FedEx Express, FedEx Ground, FedEx Freight, FedEx Services, FedEx Office, FedEx Logistics, FedEx Dataworks, FedEx Trade Networks Transport & Brokerage, FedEx Supply Chain, FedEx Custom Critical, and ShopRunner, among others, are trademarks, service marks, and trade names of Federal Express Corporation or the respective companies for which registrations, or applications for registration, are on file, as applicable. We have authorized, through licensing arrangements, the use of certain of our trademarks, service marks, and trade names by our contractors and Global Service Participants to support our business. In addition, we license the use of certain of our trademarks, service marks, and trade names on promotional items for the primary purpose of enhancing brand awareness.

Regulation

Air. Under the Federal Aviation Act of 1958, as amended (the “Federal Aviation Act”), both the U.S. Department of Transportation (“DOT”) and the Federal Aviation Administration (“FAA”) exercise regulatory authority over FedEx Express.

The FAA’s regulatory authority relates primarily to operational aspects of air transportation, including aircraft standards and maintenance, as well as personnel and ground facilities, which may from time to time affect the ability of FedEx Express to operate its aircraft in the most efficient manner. FedEx Express holds an air carrier certificate granted by the FAA pursuant to Part 119 of the federal aviation regulations. This certificate is of unlimited duration and remains in effect so long as FedEx Express maintains its standards of safety and meets the operational requirements of the regulations.

The DOT’s authority relates primarily to economic aspects of air transportation. The DOT’s jurisdiction extends to aviation route authority and to other regulatory matters, including the transfer of route authority between carriers. FedEx Express holds various certificates issued by the DOT, authorizing FedEx Express to engage in U.S. and international air transportation of property and mail on a worldwide basis.

Under the Aviation and Transportation Security Act of 2001, as amended, the Transportation Security Administration (“TSA”), an agency within the Department of Homeland Security, has responsibility for aviation security. The TSA requires FedEx Express to comply with a Full All-Cargo Aircraft Operator Standard Security Plan, which contains evolving and strict security requirements. These requirements are not static, but change periodically as the result of regulatory and legislative requirements, imposing additional security costs and creating a level of uncertainty for our operations. It is reasonably possible that these rules or other future security requirements could impose material costs on us.

FedEx Express participates in the Civil Reserve Air Fleet (“CRAF”) program. Under this program, the U.S. Department of Defense may requisition for military use certain of FedEx Express’s wide-bodied aircraft in the event of a declared need, including a national emergency. FedEx Express is compensated for the operation of any aircraft requisitioned under the CRAF program at standard contract rates established each year in the normal course of awarding contracts. Through its participation in the CRAF program, FedEx Express is entitled to bid on peacetime military cargo charter business. FedEx Express, together with a consortium of other carriers, currently contracts with the U.S. government for such charter flights.

See “Item 1A. Risk Factors” of this Annual Report for discussion of regulations related to pilots, including the proposed pilot flight and duty time regulations, that could affect our business.

Ground. The ground transportation performed by FedEx Express is integral to its air transportation services. The enactment of the Federal Aviation Administration Authorization Act of 1994 abrogated the authority of states to regulate the rates, routes, or services of intermodal all-cargo air carriers and most motor carriers. States may now only exercise jurisdiction over safety and insurance. FedEx Express is registered in those states that require registration.

The operations of FedEx Ground, FedEx Freight, and FedEx Custom Critical in interstate commerce are currently regulated by the DOT and the Federal Motor Carrier Safety Administration, which retain limited oversight authority over motor carriers. Federal legislation preempts regulation by the states of rates, routes, and services in interstate freight transportation.

Like other interstate motor carriers, our operations, including those at FedEx Express, are subject to certain DOT safety requirements governing interstate operations. In addition, vehicle weight and dimensions remain subject to both federal and state regulations.

International. FedEx Express's international authority permits it to carry cargo and mail from points in its U.S. route system to numerous points throughout the world. The DOT regulates international routes and practices and is authorized to investigate and take action against discriminatory treatment of U.S. air carriers abroad. The right of a U.S. carrier to serve foreign points is subject to the DOT's approval and generally requires a bilateral agreement between the U.S. and the foreign government. In addition, the carrier must then be granted the permission of such foreign government to provide specific flights and services. The regulatory environment for global aviation rights may from time to time impair the ability of FedEx Express to operate its air network in the most efficient manner, and efficient operations often utilize open skies provisions of aviation agreements. Additionally, global air cargo carriers, such as FedEx Express, are subject to current and potential additional aviation security regulation by U.S. and foreign governments.

Our operations outside of the U.S., such as FedEx Express's international domestic operations, are also subject to current and potential regulations, including certain postal regulations and licensing requirements, that restrict, make difficult, and sometimes prohibit, the ability of foreign-owned companies such as FedEx Express to compete effectively in parts of the international domestic transportation and logistics market.

Communication. Because of the extensive use of radio and other communication facilities in its aircraft and ground transportation operations, FedEx Express is subject to the Federal Communications Commission Act of 1934, as amended. Additionally, the Federal Communications Commission ("FCC") regulates and licenses FedEx Express's activities pertaining to satellite communications, and also manages the spectrum allocation and licensing process. The FCC recently expanded the use of the 3.7 to 4.2 gigahertz ("GHz") spectrum band, which has historically been reserved for aviation, to support the implementation of "5G" cellular networks across the U.S. In December 2021, following concerns of potential interference with aircraft radio altimeters by the expanded use of the 3.7 to 4.2 GHz spectrum band, the FAA issued airworthiness directives prohibiting U.S. aircraft operators from operating at U.S. airports affected by 5G cellular networks unless authorized via an alternative means of compliance. FedEx Express's U.S. air operations have continued to operate with minimal interruption due to the FAA's issuance of alternative means of compliance based on voluntary mitigations agreed to by the telecommunication companies implementing 5G cellular networks. While the voluntary mitigations remain in effect as of July 18, 2022, the telecommunication companies are expected to fully implement 5G cellular networks over the course of the next calendar year. Accordingly, it is possible that the FAA may take additional action to address aviation safety concerns related to 5G implementation, which could adversely affect FedEx Express's U.S. domestic air operations. We continue to engage with the FAA and other industry stakeholders on this issue.

Environmental. Pursuant to the Federal Aviation Act, the FAA, with the assistance of the U.S. Environmental Protection Agency ("EPA"), is authorized to establish standards governing aircraft noise. FedEx Express's aircraft fleet is in compliance with current noise standards of the federal aviation regulations. In addition to federal regulation of aircraft noise, certain airport operators have local noise regulations, which limit aircraft operations by type of aircraft and time of day. These regulations have had a restrictive effect on FedEx Express's aircraft operations in some of the localities where they apply but do not have a material effect in any of FedEx Express's significant markets. Congress's passage of the Airport Noise and Capacity Act of 1990 established a National Noise Policy, which enabled FedEx Express to plan for noise reduction and better respond to local noise constraints. FedEx Express's international operations are also subject to noise regulations in certain of the countries in which it operates.

Concern over climate change, including the impact of global warming, has led to significant U.S. and international legislative and regulatory efforts to limit GHG emissions, including our aircraft and vehicle engine emissions. Increasingly, state and local governments are also considering GHG regulatory requirements.

Compliance with such regulation and the associated potential cost is complicated by the fact that various countries and regions are following different approaches to the regulation of climate change. For example, the EU has established the Emissions Trading System ("ETS") to regulate GHG emissions in the EU and adopted a directive in 2008 requiring each EU member state to extend the ETS to aviation operations. Efforts by the EU in 2009 to regulate flights arriving from or departing for airports outside of the EU were postponed. The EU extended its stay on the extra-territorial application of the EU ETS as applied to international flights to and from the European Economic Area ("EEA") through the end of calendar 2023, contingent on successful implementation of the Carbon Offsetting and Reduction Scheme for International Aviation ("CORSIA").

In 2016, the International Civil Aviation Organization (“ICAO”) passed a resolution adopting CORSIA, which is a global, market-based measure for purchasing credits to offset carbon dioxide emissions and intended to aid in meeting the ICAO’s goal of carbon neutral growth starting in calendar 2020 by complementing industry efforts in infrastructure upgrades, technology, operations, and sustainable aviation fuel. In June 2018, the ICAO adopted standards pertaining to country-by-country implementation including the collection and reporting of information on international aviation emissions beginning in calendar 2019. In furtherance of these efforts, in 2019 the FAA issued notice of a CORSIA program enabling U.S. carriers to submit emissions data used to set the initial global industry emissions baseline. Beginning in calendar 2021, requirements commenced for carriers subject to CORSIA to offset international aviation emissions above the industry baseline by purchasing and retiring eligible carbon credits and/or utilizing sustainable aviation fuel. In response to the creation of the CORSIA program, in December 2017, the EU adopted a proposal that indefinitely excludes from the ETS flights operating fully or partly outside the EU and gradually reduces the number of aviation allowances from calendar 2021. The EU has indicated that it will assess CORSIA implementation and determine the future status of the ETS as applied to international aviation to and from the EEA. We expect compliance with CORSIA to increase FedEx operating expenses. The amount of such increase will ultimately depend on a number of factors, including the number of our flights subject to CORSIA, the fuel efficiency of our fleet, the average growth of the aviation sector, our ability to utilize sustainable aviation fuels in the future, and the price of ICAO-eligible emission units or offsets required to be purchased by FedEx.

Additionally, in calendar 2016, the EPA issued a finding that aircraft engine GHG emissions cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare. In 2017, ICAO adopted new carbon dioxide emissions standards that would apply not only to new aircraft types as of calendar 2020, but also to new deliveries of current in-production aircraft types from calendar 2023. Additionally, a cutoff date of calendar 2028 for production of aircraft that do not comply with proposed standards was adopted. These standards are considered to be especially stringent for larger aircraft weighing over 60 tons. In 2021, the EPA adopted its own aircraft and aircraft engine GHG emissions standards, which are aligned with the 2017 ICAO emissions standards. In the past, the U.S. Congress has also considered bills that would regulate GHG emissions, and some form of federal climate change legislation is possible in the future. In 2021 the U.S. reentered the Paris climate accord, an agreement among 197 countries to reduce GHG emissions. The effect of the reentry on future U.S. policy regarding GHG emissions and on other GHG regulation is uncertain. Additionally, the extent to which other countries implement that agreement could have an adverse direct or indirect effect on our business.

We are also subject to international, federal, state, and local environmental laws and regulations relating to, among other things, the shipment of dangerous goods and contingency planning for spills of petroleum products. Additionally, we are subject to numerous regulations dealing with underground fuel storage tanks, hazardous waste handling, vehicle and equipment emissions and noise, and the discharge of effluents from our properties and equipment. FedEx Express has an environmental management system based on International Standardization 14001 designed to maintain compliance with these regulations and minimize our operational environmental footprint.

Export Controls. In recent years, the U.S. government has increased the number of companies and persons subject to U.S. export control regulations. Such regulations can restrict the types of items that FedEx customers are permitted to ship to certain entities, and in some instances may prohibit FedEx from serving certain entities altogether. Violations of these regulations can result in significant monetary and other penalties. For example, the Export Control Reform Act of 2018 (the “ECRA”) and its implementing regulations, the Export Administration Regulations (the “EARs”), hold carriers such as FedEx strictly liable for shipments that may violate the EARs without requiring evidence that the carriers had knowledge of any violations. Violations of the ECRA can result in criminal penalties of up to \$1 million and civil penalties of \$305,000 (or twice the value of the transaction) per individual violation. FedEx is investing in improvements and updates to its export control compliance programs. However, the heightened focus on export controls by the U.S. government increases FedEx’s exposure to potential regulatory penalties and could result in higher compliance costs.

In June 2019 FedEx filed suit in U.S. District Court in the District of Columbia seeking to enjoin the U.S. Department of Commerce (the “DOC”) from enforcing prohibitions contained in the EARs against FedEx. FedEx believes that the EARs violate common carriers’ rights to due process under the Fifth Amendment of the U.S. Constitution as they unreasonably hold common carriers strictly liable for shipments that may violate the EARs without requiring evidence that the carriers had knowledge of any violations. In September 2020 the court granted the DOC’s motion to dismiss the lawsuit. In November 2020 we appealed this decision. On July 8, 2022, the U.S. Court of Appeals for the District of Columbia Circuit affirmed the dismissal of the lawsuit.

Customs. Our activities, including customs brokerage and freight forwarding, are subject to regulation by U.S. Customs and Border Protection and the TSA within the Department of Homeland Security (customs brokerage and security issues), the U.S. Federal Maritime Commission (ocean freight forwarding), and the DOT (air freight forwarding). Our offshore operations are subject to similar regulation by the regulatory authorities of foreign jurisdictions.

Labor. All U.S. employees at FedEx Express are covered by the Railway Labor Act of 1926, as amended (the “RLA”), while labor relations within the U.S. at our other companies are governed by the National Labor Relations Act of 1935, as amended (the “NLRA”). Under the RLA, groups that wish to unionize must do so across nationwide classes of employees. The RLA also requires mandatory government-led mediation of contract disputes supervised by the National Mediation Board before a union can strike or an employer can replace employees or impose contract terms. This part of the RLA helps minimize the risk of strikes that would shut down large portions of the economy. Under the NLRA, employees can unionize in small localized groups, and government-led mediation is not a required step in the negotiation process.

The RLA was originally passed to govern railroad and express carrier labor negotiations. As transportation systems evolved, the law expanded to cover airlines, which are the dominant national transportation systems of today. As an air express carrier with an integrated air/ground network, FedEx Express and its employees have been covered by the RLA since the founding of the company. The purpose of the RLA is to offer employees a process by which to unionize (if they choose) and engage in collective bargaining while also protecting global commerce from damaging work stoppages and delays. Specifically, the RLA ensures that an entire transportation system, such as at FedEx Express, cannot be shut down by the actions of a local segment of the network.

The U.S. Congress has, in the past, considered adopting changes in labor laws that would make it easier for unions to organize units of our employees. For example, there is always a possibility that Congress could remove most FedEx Express employees from the jurisdiction of the RLA, thereby exposing the FedEx Express network to sporadic labor disputes and the risk that small groups of employees could disrupt the entire air/ground network. In addition, federal and state governmental agencies, such as the National Mediation Board and the National Labor Relations Board (“NLRB”), have and may continue to take actions that could make it easier for our employees, and employees of service providers contracting with FedEx Ground, to organize under the RLA or NLRA. For a description of these and other potential labor law changes, see “Item 1A. Risk Factors” of this Annual Report.

Data Protection. There has recently been heightened regulatory and enforcement focus relating to the collection, use, retention, transfer, and processing of personal data in the U.S. (at both the state and federal level) and internationally. For more information regarding data protection regulation, see “Item 1A. Risk Factors” of this Annual Report.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this Annual Report, you should carefully consider the following factors, which could materially affect our business, results of operations, financial condition, and the price of our common stock. Additional risks not currently known to us or that we currently deem to be immaterial also may materially affect our business, results of operations, financial condition, and the price of our common stock.

Macroeconomic and Market Risks

We are directly affected by the state of the global economy and geopolitical developments. While macroeconomic risks apply to most companies, we are particularly vulnerable. The transportation industry is highly cyclical and especially susceptible to trends in economic activity. Our primary business is to transport goods, so our business levels are directly tied to the purchase and production of goods and the rate of growth of global trade — key macroeconomic measurements influenced by, among other things, inflation and deflation, supply chain disruptions, interest rates and currency exchange rates, labor costs and unemployment levels, fuel and energy prices, public health crises, inventory levels, buying patterns and disposable income, debt levels, and credit availability. When individuals and companies purchase and produce fewer goods, we transport fewer goods, and as companies move manufacturing closer to consumer markets and expand the number of distribution centers, we transport goods shorter distances. Certain manufacturers and retailers are making investments to produce and house goods in closer proximity to supply chains and consumers in connection with recent macroeconomic, geopolitical, and public health developments. Additionally, consumer spending has shifted from goods to services. We expect these trends to continue. Further, we have a relatively high fixed-cost structure, which is difficult to quickly adjust to match shifting volume levels.

Moreover, given the nature of our business and our global operations, political, economic, and other conditions in foreign countries and regions, including international taxes, government-to-government relations, the typically more volatile economies of emerging markets, and geopolitical risks such as the current conflict between Russia and Ukraine, may adversely affect our business and results of operations. We have suspended all services in Ukraine, Russia, and Belarus, which has not had and is not expected to have a material impact on our business or results of operations. The broader consequences of this conflict, which may include further sanctions, embargoes, regional instability, and geopolitical shifts; airspace bans relating to certain routes, or strategic decisions to alter certain routes; potential retaliatory action by the Russian government against companies, including us, as a result of the suspension of services in Russia; including nationalization of foreign businesses in Russia; increased tensions between the United States and countries in which we operate; and the extent of the conflict's effect on our business and results of operations as well as the global economy, cannot be predicted.

To the extent the current conflict between Russia and Ukraine adversely affects our business, it may also have the effect of heightening many other risks disclosed in this Annual Report, any of which could materially and adversely affect our business and results of operations. Such risks include, but are not limited to, disruptions to our global technology infrastructure, including through cyberattack, ransom attack, or cyber-intrusion; adverse changes in international trade policies; our ability to maintain or increase our prices, including our fuel surcharges in response to rising fuel costs; our ability to implement and execute our business strategy, particularly with regard to our FedEx Express international business; disruptions in global supply chains, which can limit the access of FedEx and our service providers to vehicles and other key capital resources and increase our costs and could affect our ability to achieve our goal of carbon neutrality for our global operations by calendar 2040; our ability to maintain our strong reputation and the value of the FedEx brand; terrorist activities targeting transportation infrastructure; our exposure to foreign currency fluctuations; and constraints, volatility, or disruption in the capital markets.

Geopolitical uncertainty negatively impacted operations at FedEx Express in 2022. We expect slowing economic conditions during 2023. Additionally, we incurred higher costs due to labor market challenges in 2022, and we expect such conditions to continue to be present in 2023. For more information, see “Our failure to attract and retain employee talent or maintain our company culture, as well as increases in labor and purchased transportation costs, could adversely impact our business and results of operations.” below and “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition” of this Annual Report.

Additional changes in international trade policies and relations could significantly reduce the volume of goods transported globally and adversely affect our business and results of operations. The U.S. government has taken certain actions that have negatively impacted U.S. trade, including imposing tariffs on certain goods imported into the U.S. Additionally, several foreign governments have imposed tariffs on certain goods imported from the U.S. These actions contributed to weakness in the global economy that adversely affected our results of operations in recent years. Any further changes in U.S. or international trade policy, including tariffs, export controls, quotas, embargoes, or sanctions, could trigger additional retaliatory actions by affected countries, resulting in “trade wars” and further increased costs for goods transported globally, which may reduce customer demand for these products if the parties having to pay tariffs or other anti-trade measures increase their prices, or in trading partners limiting their trade with countries that impose such measures. Political uncertainty surrounding international trade and other disputes could also have a negative effect on business and consumer confidence and spending. Such conditions could have an adverse effect on our business, results of operations, and financial condition, as well as on the price of our common stock.

Additionally, the U.S. government has taken action to limit the ability of domestic companies to engage in commerce with certain foreign entities under certain circumstances, and foreign governments may investigate our compliance with these restrictions. Furthermore, given the nature of our business and our global recognizability, foreign governments may target FedEx by limiting the ability of foreign entities to do business with us in certain instances, imposing monetary or other penalties or taking other retaliatory action, which could have an adverse effect on our business, results of operations, and financial condition, as well as on the price of our common stock.

Our transportation businesses are impacted by the price and availability of jet and vehicle fuel. We must purchase large quantities of fuel to operate our aircraft and vehicles, and the price and availability of fuel is beyond our control and can be highly volatile. In addition, our purchased transportation expense is impacted by fuel costs. To date, we have been mostly successful in mitigating over time the expense impact of higher fuel costs through our indexed fuel surcharges, as the amount of the surcharges is closely linked to the market prices for fuel. If we are unable to maintain or increase our fuel surcharges because of competitive pricing pressures or some other reason, fuel costs could adversely impact our operating results. See “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition” of this Annual Report for more information. As of May 31, 2022, we had no derivative financial instruments to reduce our exposure to fuel price fluctuations.

Even if we are able to offset the cost of fuel with our surcharges, high fuel surcharges could move our customers away from our higher-yielding express services to our lower-yielding deferred or ground services or even reduce customer demand for our services altogether. In addition, disruptions in the supply of fuel could have a negative impact on our ability to operate our transportation networks. The following factors may impact fuel supply and could result in shortages and price increases in the future: weather-related events; natural disasters; political disruptions or wars involving oil-producing countries; economic sanctions imposed against oil-producing countries or specific industry participants; changes in governmental policy concerning fuel production, transportation, taxes, or marketing; changes in refining capacity; environmental concerns; cyberattacks; and public and investor sentiment. Several of these factors combined to constrain fuel supply and increase prices in 2022, and we expect such conditions to continue to be present in 2023.

Operating Risks

A significant data breach or other disruption to our technology infrastructure could disrupt our operations and result in the loss of critical confidential information, adversely impacting our reputation, business, or results of operations. Our ability to attract and retain customers, to efficiently operate our businesses, and to compete effectively depends in part upon the sophistication, security, and reliability of our technology network, including our ability to provide features of service that are important to our customers, to protect our confidential business information and the information provided by our customers, and to maintain customer confidence in our ability to protect our systems and to provide services consistent with their expectations. For example, we rely on information technology to receive package level information in advance of physical receipt of packages, to track items that move through our delivery systems, to efficiently plan deliveries, to execute billing processes, and to track and report financial and operational data. We are subject to risks imposed by data breaches and operational disruptions, including through cyberattack or cyber-intrusion, by computer hackers, foreign governments, cyber terrorists and activists, cyber criminals, malicious employees or other insiders of FedEx or third-party service providers, and other groups and individuals. Data breaches of companies and governments continue to increase as the number, intensity, and sophistication of attempted attacks and intrusions from around the world have increased and we, our customers, and third parties increasingly store and transmit data by means of connected information technology systems. Additionally, risks such as code anomalies, “Acts of God,” transitional challenges in migrating operating company functionality to our FedEx enterprise automation platforms, data leakage, cyber-fraud, and human error pose a direct threat to our products, services, systems, and data and could result in unauthorized or block legitimate access to sensitive or confidential data regarding our operations, customers, employees, and suppliers, including personal information.

The technology infrastructure of acquired businesses, as well as their practices related to the use and maintenance of data, could also present issues that we were not able to identify prior to the acquisition. See “Failure to successfully implement our business strategy and effectively respond to changes in market dynamics and customer preferences will cause our future financial results to suffer.” below for additional information on risks related to ShopRunner and FedEx Dataworks.

We also depend on and interact with the technology and systems of third parties, including our customers and third-party service providers such as cloud service providers and delivery services. Such third parties may host, process, or have access to information we maintain about our company, customers, employees, and vendors or operate systems that are critical to our business operations and services. Like us, these third parties are subject to risks imposed by data breaches, cyberattacks, and other events or actions that could damage, disrupt, or close down their networks or systems. We have security processes, protocols, and standards in place, including contractual provisions requiring such security measures, that are applicable to such third parties and are designed to protect information that is held by them, or to which they have access, as a result of their engagements with us. Nevertheless, a cyberattack could defeat one or more of such third parties’ security measures, allowing an attacker to obtain information about our company, customers, employees, and vendors or disrupt our operations. These third parties may also experience operational disruptions or human error that could result in unauthorized access to sensitive or confidential data regarding our operations, customers, employees, and suppliers, including personal information.

A disruption to our complex, global technology infrastructure, including those impacting our computer systems and websites, could result in the loss of confidential business or customer information, require substantial repairs or replacements, resulting in significant costs, and lead to the temporary or permanent transfer by customers of some or all of their business to our competitors. The foregoing could harm our reputation and adversely impact our operations, customer service, and results of operations. Additionally, a security breach could require us to devote significant management resources to address the problems created. These types of adverse impacts could also occur in the event the confidentiality, integrity, or availability of company and customer information was compromised due to a data loss by FedEx or a trusted third party. We or the third parties with which we share information may not discover any security breach and loss of information for a significant period of time after the security breach occurs.

We have invested and continue to invest in technology security initiatives, information-technology risk management, business continuity, and disaster recovery plans, including investments to retire and replace end-of-life systems. The development and maintenance of these measures is costly and requires ongoing monitoring and updating as technologies change and efforts to overcome security measures become increasingly more frequent, intense, and sophisticated. Despite our efforts, we are not fully insulated from data breaches, technology disruptions, data loss, and cyber-fraud, which could adversely impact our competitiveness and results of operations. See “Item 1A. Risk Factors” of our Annual Report on Form 10-K for the year ended May 31, 2021 for information regarding the 2017 NotPetya cyberattack at TNT Express and immaterial cyber incidents we experienced in 2017 and 2018. Additionally, we have experienced continual attempts by cyber criminals, some of which have been successful, to gain access to customer accounts for the purposes of fraudulently diverting and misappropriating items being transported in our network. None of these fraudulent cyber activities caused a material disruption to our systems or resulted in any material costs to FedEx.

While we have significant security processes and initiatives in place, we may be unable to detect or prevent a breach or disruption in the future. Additionally, while we have insurance coverage designed to address certain aspects of cyber risks in place, such insurance coverage may be insufficient to cover all losses or all types of claims that may arise. See “Our business is subject to complex and evolving U.S. and foreign laws and regulations regarding data protection.” below for additional information on risks related to legal and regulatory developments with respect to data protection.

The continuing impact of the COVID-19 pandemic on our business, results of operations, and financial condition is highly unpredictable. Since late 2020, the COVID-19 pandemic has had varying impacts on the demand for our services, our business operations, and the global economy and supply chains. There is considerable uncertainty regarding the extent to which COVID-19 will continue to spread in certain regions of the world and the extent and duration of measures to try to contain the virus, such as travel bans and restrictions, quarantines, shelter-in-place orders, business and government shutdowns, and other restrictions. This uncertainty is expected to continue to impact our business in 2023.

The COVID-19 pandemic negatively impacted our operating results in 2022. Global recovery from the impacts of the COVID-19 pandemic slowed with the onset of new variants, which resulted in reduced shipping demand and caused network disruptions, particularly at FedEx Express. Our business is labor and capital intensive in nature, which has required us to incur higher costs to operate our networks during the pandemic. If we are unable to remain agile and continue to flex our networks to align with shipping volumes, customer needs, disrupted global supply chains and other network inefficiencies, market demands, and operating conditions, or are unable to continuously respond to evolving governmental policies for the duration of a prolonged period of economic recovery, our business operations could be negatively impacted, which could have a further adverse effect on our results of operations.

We have also incurred increased operating expenses related to personal protective equipment and medical/safety supplies, as well as additional security and cleaning services, in order to protect our team members and customers. Due to the size, scope, and geographically dispersed nature of our operations, the expenses we incur to protect the health and safety of certain of our employees may be higher than similar expenses incurred by companies in other industries.

Additionally, a significant number of our employees as well as customers and others with whom we do business continue to work remotely in response to the COVID-19 pandemic. Our business operations may be disrupted, and we may experience increased risk of adverse effects on our business, if a significant portion of our workforce or certain business operations are negatively impacted as a result of remote work arrangements, including due to cyber risks or other disruption to our technology infrastructure.

The continuing impact of the COVID-19 pandemic, including the extent of its effect on our business, results of operations, and financial condition as well as the global economy, will be dictated by future developments that remain uncertain and cannot be predicted, such as its duration and spread, the success of efforts to contain it and treat its impact, the possibility of additional subsequent widespread outbreaks and variant strains and the impact of actions taken in response, resulting effects on the economic conditions in the global markets in which we operate, the future rate of e-commerce growth, and the timeline for recovery of passenger airline cargo capacity.

To the extent the COVID-19 pandemic continues to adversely affect our business and financial results, it may also have the effect of heightening many other risks described in this section, any of which could materially and adversely affect our business, results of operations, and financial condition. Such risks include, but are not limited to, additional changes in the state of the global economy and international trade policies and relations; our ability to implement our business strategy and effectively respond to changes in market dynamics and customer preferences; our strong reputation and the value of the FedEx brand; our ability to meet our labor and purchased transportation needs while controlling related costs; our ability to execute and effectively operate, integrate, leverage, and grow acquired businesses; changes in the business and financial soundness of the USPS; our ability to achieve our goal of carbon neutrality for our global operations by calendar 2040; and the impact of litigation or claims from customers, team members, suppliers, regulators or other third parties relating to the COVID-19 pandemic or our actions in response to the pandemic.

For more information about the COVID-19 pandemic and its effect on our business, results of operations, and financial condition, see “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition—Results of Operations and Outlook—Consolidated Results” of this Annual Report.

We are self-insured for certain costs associated with our operations, and insurance and claims expenses could have a material adverse effect on us. We are self-insured up to certain limits that vary by type of risk for costs associated with workers’ compensation claims, vehicle accidents, property and cargo loss, general business liabilities, and benefits paid under employee disability programs. Our self-insurance accruals are primarily based on estimated costs determined by actuarial methods. Estimated costs include consideration of a variety of factors and related assumptions such as the severity of claims, frequency and volume of claims, healthcare inflation, seasonality, and plan designs, which may be subject to a high degree of variability. However, the use of any estimation technique in this area is inherently sensitive given the magnitude of claims involved and the length of time until the ultimate cost is known, which may be several years. Material increases in the magnitude of claims, changes to healthcare costs, accident frequency and severity, insurance retention levels, judgment and settlement amounts, associated legal expenses, and other factors could result in unfavorable differences between actual self-insurance costs and our reserve estimates. As a result, our insurance and claims costs could continue to increase materially which could adversely affect our results of operations and financial condition. During 2022, higher self-insurance accruals negatively impacted our results of operations. See “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition” of this Annual Report for more information.

As a supplement to our self-insurance program, we maintain coverage with excess insurance carriers for potential losses that exceed the amounts we self-insure. Periodically, we evaluate the level of insurance coverage and adjust insurance levels based on risk tolerance, risk volatility, and premium expense. Although we believe our aggregate insurance limits should be sufficient to cover our historic claims amounts, the commercial trucking industry has experienced a wave of blockbuster or so-called “nuclear” verdicts, including some instances in which juries have awarded hundreds of millions of dollars to those injured in accidents and their families (such as the recently affirmed award by a New Mexico state court jury in a personal injury and wrongful death lawsuit against FedEx Ground discussed below). Given this recent trend, it is possible that additional claims could exceed our aggregate coverage limits. If any other claim were to exceed our aggregate insurance coverage, we would bear the excess in addition to our other self-insured amounts.

Given the current claims environment, the amount of coverage available from excess insurance carriers is decreasing, the premiums for this excess coverage are increasing significantly, and excess insurance carriers are challenging insurance claims more frequently. Accordingly, our excess insurance and claims expenses may continue to increase, or we could further increase our self-insured retention as policies are renewed or replaced. In 2015, a jury awarded compensatory damages of approximately \$160 million to plaintiffs in connection with a personal injury and wrongful death lawsuit filed against FedEx Ground in New Mexico state court. The award was subsequently affirmed by the New Mexico Court of Appeals and ultimately by the New Mexico Supreme Court in May 2022. While our insurance carriers have funded the approximately \$160 million base judgment in excess of FedEx Ground's \$7.5 million self-insured retention and insurance deductible, we are currently pursuing insurance coverage for reimbursement of approximately \$210 million of pre- and post-judgment interest. See Note 19 of the consolidated financial statements included in "Item 8. Financial Statements and Supplementary Data" of this Annual Report for more information. Our results of operations and financial condition could continue to be adversely affected if our costs or losses significantly exceed our aggregate coverage limits, we are unable to obtain excess insurance coverage in amounts we deem sufficient, our insurance carriers fail to pay on our insurance claims, or we experience a claim for which coverage is not provided.

The transportation infrastructure continues to be a target of terrorist activities. Because transportation assets continue to be a target of terrorist activities, governments around the world are adopting or are considering adopting stricter security requirements that will increase operating costs and potentially slow service for businesses, including those in the transportation industry. These security requirements are not static, but change periodically as the result of regulatory and legislative requirements, imposing additional security costs and creating a level of uncertainty for our operations. For example, the TSA requires FedEx Express to comply with a Full All-Cargo Aircraft Operator Standard Security Plan, which contains evolving and strict security requirements. Additionally, the ICAO's standard that previously allowed a member state to permit carriers and other entities to determine, without government oversight, which shippers and shipments are secure for purposes of putting those shipments on all-cargo aircraft was modified effective July 1, 2021. As a result, we are now required to undertake additional security measures for international outbound shipments. It is reasonably possible that these rules or other future security requirements could impose material costs on us or slow our service to our customers. The impact on our operations of avoiding areas of the world, including airspace, in which there are geopolitical conflicts and the targeting of aircraft by parties to those conflicts can also be significant. Moreover, a terrorist attack directed at FedEx or other aspects of the transportation infrastructure could disrupt our operations and adversely impact demand for our services.

Strategic Risks

Failure to successfully implement our business strategy and effectively respond to changes in market dynamics and customer preferences will cause our future financial results to suffer. We are making significant investments and other decisions in connection with our long-term business strategy, such as investments in fleet and facility modernization and strategic investments to increase collaboration and automation and improve productivity, network efficiencies, and safety. Additionally, we are executing initiatives to use data to transform the digital and physical experiences of our customers and team members, as well as to transform and optimize the FedEx Express international business, particularly in Europe. See "Item 1. Business" and "Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition" of this Annual Report for additional information.

Such initiatives and enhancements may require us to make significant capital expenditures or incur significant expenses. We have also incurred, and may continue to incur, increased operating expenses in connection with certain changes to our business strategy. We may not be able to derive the expected operational efficiencies, cost savings, and other benefits from our strategic investments and other decisions. For example, in 2021 we announced a workforce reduction plan in Europe. The execution of the plan is subject to a works council consultation process that will occur through 2023 in accordance with local country processes and regulations. The actual amount and timing of business realignment costs and related cost savings resulting from the workforce reduction plan are dependent on local country consultation processes and regulations and negotiated social plans and may differ from our current expectations and estimates. If we are not able to successfully implement this plan, our future financial results may suffer.

Changes in our business strategy may also expose us to new and heightened risks. For example, ShopRunner, which we acquired in 2020, collects and stores certain personal data of its merchants and their buyers, its partners, consumers with whom it has a direct relationship, and users of its applications. Additionally, it uses third-party service providers and subprocessors to help deliver services to merchants and their buyers. These service providers and subprocessors may store or access personal data, including payment information and/or other confidential information. The foregoing factors increase the risk of data incidents and the amount of potential exposure in the event of a data breach. Developing privacy legislation within the U.S. may also create limitations or added requirements on the use of personal data within and among FedEx Dataworks, ShopRunner, and the other FedEx operating companies.

Further, in developing our business strategy, we make certain assumptions including, but not limited to, those related to customer demand and the mix of services to be purchased by our customers, the future rate of e-commerce growth and the timeline for recovery of passenger airline cargo capacity, competition, and the global economy, and actual market, economic, and other conditions may be different from our assumptions. As technology, customer behavior, and market conditions continue to evolve, it is important that we maintain the relevance of our brand and service offerings to our customers. If we are not able to successfully implement our business strategy and effectively respond to changes in market dynamics and customer preferences, our future financial results will suffer. For additional discussion, see “Item 1. Business” of this Annual Report under the caption “Strategy.”

We may not be able to achieve our fiscal 2025 financial performance goals. In June 2022, we announced that FedEx is targeting certain financial performance goals for fiscal 2025. Our ability to achieve these goals is dependent on a number of factors, including the other risk factors described in this section. If we are not able to achieve these goals, the price of our common stock may be negatively affected.

We depend on our strong reputation and the value of the FedEx brand. The FedEx brand name symbolizes high-quality service, reliability, and speed. FedEx is one of the most widely recognized, trusted, and respected brands in the world, and the FedEx brand is one of our most important and valuable assets. In addition, we have a strong reputation among customers, team members, and the general public for high standards of social and environmental responsibility and corporate governance and ethics. The FedEx brand name and our corporate reputation are powerful sales and marketing and recruitment tools, and we devote significant resources to promoting and protecting them. Adverse publicity (whether or not justified) relating to activities by our team members or others with whom we do business, such as customer service mishaps, accidents, catastrophes, or incidents involving aircraft, vehicles, or facilities operated by us; low service or safety levels; data breaches or technology infrastructure disruptions; noncompliance with laws; the shipment of certain items pursuant to our obligation as a common carrier operating under federal law; our advertising campaigns, sponsorship arrangements, or marketing programs; or our executive compensation practices could tarnish our reputation and reduce the value of our brand. With the increase in the use of social media outlets such as Facebook, YouTube, Instagram, Twitter, and TikTok, adverse publicity can be disseminated quickly and broadly without context, making it increasingly difficult for us to effectively respond. Further, our actual or perceived position or lack of position on social, environmental, political, public policy, or other sensitive issues, and any perceived lack of transparency about those matters, could harm our reputation with certain groups, including our customers and team members. Damage to our reputation and loss of brand equity could reduce demand for our services and/or create difficulties in retaining and recruiting employee talent, and thus have an adverse effect on our financial condition, liquidity, and results of operations, as well as require additional resources to rebuild our reputation and restore the value of our brand.

Changes in the business or financial soundness of the USPS, including strategic changes to its operations to reduce its reliance on the air network of FedEx Express, could have an adverse effect on our results of operations and financial condition. The USPS is the largest customer of FedEx Express, which provides domestic air transportation services for the USPS’s First Class Mail, Priority Mail Express, and Priority Mail and transportation and delivery for the USPS’s international delivery service. See “Item 1. Business” of this Annual Report under “FedEx Express Segment” for more information.

The COVID-19 pandemic has negatively impacted the USPS. Additionally, the USPS continues to experience budgetary uncertainty as well as increased political debate regarding potential privatization or restructuring of its operations. The USPS is currently implementing strategic changes to its operations to reduce its reliance on the air networks of FedEx Express and other transportation providers, which negatively impacted our results of operations in 2022. The difficulties discussed above or additional changes in the USPS’s business, including its ability to access capital or any structural changes to its operations, network, volume levels, service offerings, service commitments, or pricing, could have additional negative impacts on our revenue, results of operations, and financial condition. Further, a decision by the USPS to terminate early or not renew its contract with FedEx Express for domestic services, which expires in September 2024, would negatively impact our profitability.

We face intense competition. The transportation and business services markets are both highly competitive and sensitive to price and service, especially in periods of little or no macroeconomic growth. Some of our competitors have more financial resources and competitive advantages than we do, appear willing to operate at little or no margin to gain market share, or they are owned, controlled, or subsidized by foreign governments, which enables them to raise capital more easily. We also compete with regional transportation providers that operate smaller and less capital-intensive transportation networks and startup companies that combine technology with crowdsourcing to focus on local market needs. In addition, some high-volume package shippers are developing and implementing in-house delivery capabilities and utilizing independent contractors for deliveries, which could in turn reduce our revenues and market share. For example, Amazon.com has established a network of hubs, aircraft, and vehicles and has expressed an intention to offer its internal delivery capabilities broadly to third parties. See “Item 1. Business” of this Annual Report for additional information.

We believe we compete effectively with these companies — for example, by providing more reliable service at compensatory prices. However, the existence of an irrational pricing environment could limit our ability not only to maintain or increase our prices (including our fuel surcharges in response to rising fuel costs), but also to maintain or grow our revenues and market share. While we believe we compete effectively through our current and planned service offerings, if our current competitors or potential future competitors offer a broader range of services or better service levels, more effectively bundle their services, or offer services at lower prices, it could impede our ability to maintain or grow our market share. Continued transportation industry consolidation may further increase competition. Moreover, if high-volume package shippers further develop or expand internal capabilities for the services we provide, it may reduce our revenue and could negatively impact our financial condition and results of operations. These impacts could be exacerbated if high-volume package shippers offer such capabilities to third parties. News regarding such developments or expansions could also negatively impact the price of our common stock.

Additionally, advancements in technology, such as advanced safety systems; automated package sorting, handling, and delivery; autonomous delivery; third-party supply chain insight and management; vehicle platooning; alternative fuel vehicles; and digitization of freight services, may necessitate that we increase investments in order to remain competitive, and our customers may not be willing to accept higher rates to cover the cost of these investments.

Our businesses are capital intensive, and we must make capital decisions based upon projected volume levels. We make significant investments in aircraft, package handling facilities, vehicles, technology, sort equipment, and other assets to support our transportation and business networks. We also make significant investments to rebrand, integrate, and grow the companies that we acquire. The amount and timing of capital investments depend on various factors, including our anticipated volume growth. We must make commitments to purchase or modify aircraft years before the aircraft are actually needed. We must predict volume levels and fleet requirements and make commitments for aircraft based on those projections. Missing our projections could result in too much or too little capacity relative to our shipping volumes. Overcapacity could lead to below-market asset dispositions or write-downs, as well as negatively impact operating margins, and undercapacity could negatively impact service levels.

Our inability to execute and effectively operate, integrate, leverage, and grow acquired businesses and realize the anticipated benefits of acquisitions, joint ventures, and strategic alliances and investments could materially adversely affect us. Our strategy for long-term growth, productivity, and profitability depends in part on our ability to make prudent strategic acquisitions and investments, form joint ventures or strategic alliances, and realize the expected benefits from these transactions. We regularly acquire businesses, enter into strategic alliances, and make investments across the more than 220 countries and territories in which we provide services.

Acquisitions and other strategic transactions involve special commercial, customer, accounting, regulatory, compliance, information technology, human resources, cultural, and other risks, including the potential assumption of unanticipated liabilities and contingencies. Additionally, we may be required to make significant capital expenditures and/or incur certain operating expenses following the completion of certain transactions, which may be higher than initially expected. For example, existing and future customer data in the systems and business of FedEx and ShopRunner may not be immediately interoperable, or may not be interoperable without significant added expense. In addition, we are currently in the process of migrating customers from services offered by TNT Express to the FedEx Express portfolio of services.

While we expect our past and future acquisitions and strategic transactions to enhance our value proposition to customers and improve our business and long-term profitability, there can be no assurance that we will realize our expectations within the time frame we have established, if at all, or that we can continue to support the value we allocate to acquired businesses, including their goodwill or other intangible assets. We have previously incurred goodwill impairment charges related to certain of our acquisitions, some of which have been material, and may incur additional goodwill impairment charges in the future.

Our autonomous delivery strategy is dependent upon our ability to successfully mitigate unique technological, operational, and regulatory risks. As discussed further in “Item 1. Business” under “FedEx Services Segment—Customer-Driven Technology—Autonomous Delivery Technology,” we are exploring the use of autonomous delivery technology within our operations. Autonomous delivery is a new and evolving market, which makes it difficult to predict its acceptance, growth, the magnitude and timing of necessary investments, and other trends. This aspect of our business strategy is subject to a variety of risks inherent with the development of new technologies, including the ability to continue to develop autonomous delivery software and hardware; access to sufficient capital; our ability to develop and maintain necessary partnerships; risks related to the manufacture of autonomous devices; and significant competition from other companies, some of which may have more resources and capital to devote to autonomous delivery technologies than we do.

In addition, we face risks related to the commercial deployment of autonomous delivery devices on our targeted timeline or at all, including consumer acceptance; achievement of adequate safety and other performance standards; and compliance with uncertain, evolving, and potentially conflicting federal and state regulations. To the extent accidents, cybersecurity breaches, or other adverse events associated with our autonomous delivery devices occur, we could be subject to liability, government scrutiny, further regulation, and reputational damage. Any of the foregoing could adversely impact our results of operations, financial condition, and growth prospects.

Human Resource Management Risks

Our failure to attract and retain employee talent or maintain our company culture, as well as increases in labor and purchased transportation costs, could adversely impact our business and results of operations. Our success depends upon the efforts and abilities of our high-quality employees, many of whom are longstanding FedEx team members. Difficulties in motivating, rewarding, recruiting, and retaining employee talent, including successors to members of senior management; the unexpected loss of such individuals resulting in the depletion of our institutional knowledge base; and/or our inability to successfully transition key roles could have an adverse impact on our business, results of operations, reputation, and the price of our common stock. Certain positions at FedEx have historically experienced high turnover rates, which can lead to increased recruiting, training, and retention costs. Additionally, our company culture is important to providing high-quality customer service and having a productive workforce and could be adversely affected by our growing operations and other factors. If we fail to maintain the strength of our company culture, our competitive ability and our business may be harmed.

Our business is labor intensive in nature, and our ability to meet our labor and purchased transportation needs while controlling related costs is generally subject to numerous external factors, including the availability of qualified persons in the markets where we and our contracted service providers operate and unemployment levels within these markets, prevailing wage rates and other benefits, health and other insurance costs, inflation, behavioral changes, adoption of new or revised employment and labor laws and regulations (including increased minimum wage requirements) or government programs, safety levels of our operations, our reputation within the labor market, the continuing effect of the COVID-19 pandemic and variant strains, the availability of child care, and vaccine mandates that may be announced in jurisdictions in which our businesses operate. Labor market challenges contributed to global supply chain disruptions and affected the availability and cost of labor resulting in network inefficiencies, higher purchased transportation costs, and higher wage rates in 2022. We expect such conditions to continue to be present in 2023. See “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition” of this Annual Report for more information. Our inability to effectively meet our labor and purchased transportation needs can hinder our ability to execute our business strategy, negatively impact service levels, and adversely affect our business and results of operations.

Labor organizations attempt to organize groups of our employees from time to time, and potential changes in labor laws could make it easier for them to do so. If we are unable to continue to maintain good relationships with our employees and avoid having labor organizations organize groups of our employees, our operating costs could significantly increase and our operational flexibility could be significantly reduced. Despite continual organizing attempts by labor unions, other than the pilots at FedEx Express and drivers at one FedEx Freight, Inc. facility, our U.S. employees have thus far chosen not to unionize (we acquired FedEx Supply Chain in 2015, which already had a small number of employees who are members of unions). Additionally, certain of FedEx Express’s non-U.S. employees are unionized. In June 2022, the Transport Workers Union filed an application with the National Mediation Board requesting an election to represent approximately 130 GOC specialists who perform flight dispatching functions in FedEx Express’s GOC center. FedEx Express has raised objections to the application in its response. In 2022, labor unions attempted to organize employees at businesses and in industries that have not traditionally been unionized, and in certain instances were successful. Such attempts could continue in 2023.

Our collective bargaining agreement with the ALPA, which represents the pilots of FedEx Express, became amendable in November 2021. Bargaining for a successor agreement began in May 2021 and continues. While collective bargaining agreements under the RLA, which covers the pilots at FedEx Express, do not expire, we may be unable to maintain certain favorable terms included in the current collective bargaining agreement following negotiations with the ALPA. Our inability to successfully reach new collective bargaining agreements with the ALPA and other unions representing FedEx employees could adversely affect our business and results of operations.

The U.S. Congress has, in the past, considered adopting changes in labor laws that would make it easier for unions to organize units of our employees. For example, there is always a possibility that Congress could remove most FedEx Express employees from the jurisdiction of the RLA. For additional discussion of the RLA, see “Item 1. Business” of this Annual Report under the caption “Regulation.” Such legislation could expose our customers to the type of service disruptions that the RLA was designed to prevent — local work stoppages in key areas that interrupt the timely flow of shipments of time-sensitive, high-value goods throughout our global network. Such disruptions could threaten our ability to provide competitively priced shipping options and ready access to global markets.

There is also the possibility that Congress could pass other labor legislation that could adversely affect our companies, such as FedEx Ground and FedEx Freight, whose employees are governed by the NLRA. In addition, federal and state governmental agencies, such as the National Mediation Board and the NLRB, have and may continue to take actions that could make it easier for our employees, as well as our vendor and supplier workforces, to organize under the RLA or NLRA. Finally, changes to federal or state laws, regulations, rules, judicial or administrative precedent, or guidance governing employee classification could impact the status of FedEx Ground's service providers as independent employers of drivers. If FedEx Ground is deemed to be an employer or joint employer of the drivers of these service providers, labor organizations could more easily organize these individuals, our operating costs could increase materially, and we could incur significant capital outlays and experience adverse impacts to service levels.

FedEx Ground contracts with service providers to conduct its linehaul and pickup-and-delivery operations, and the status of these service providers as direct and exclusive employers of drivers providing these services is being challenged. We are defending joint-employer cases where it is alleged that FedEx Ground should be treated as an employer or joint employer of the drivers employed by service providers engaged by FedEx Ground. We incur certain costs, including legal fees, in defending the status of service providers engaged by FedEx Ground as direct employers of their drivers. We continue to believe that FedEx Ground is not an employer or joint employer of the drivers of these independent businesses. However, adverse determinations in these matters or regulatory developments could, among other things, entitle service providers' drivers to certain wage payments and penalties from the service providers and FedEx Ground, and result in employment and withholding tax and benefit liability for FedEx Ground.

Proposed pilot flight and duty time regulations could impair our operations and impose substantial costs on us. In 2010, the FAA proposed regulations that would change the flight and duty time rules applicable to all-cargo air carriers. When the FAA issued final regulations in 2011 (the "2011 regulations"), all-cargo carriers, including FedEx Express, were exempt from these new requirements. Instead, all-cargo carriers were required to continue complying with previously enacted flight and duty time rules and allowed to pursue the development of fatigue risk management systems to develop fatigue mitigations unique to each operation. In 2012, the FAA reaffirmed the exclusion of all-cargo carriers from the 2011 regulations, and litigation in the U.S. Court of Appeals for the District of Columbia affirmed the FAA's decision. However, this issue remains a policy priority for certain labor groups, and the U.S. Congress is currently considering legislation that, if adopted, would require all-cargo carriers to comply with the 2011 regulations. Required compliance with the 2011 regulations would make it more difficult to avoid pilot fatigue and could impose substantial costs on us in order to maintain operational reliability.

Increasing costs, the volatility of costs and funding requirements, and other legal mandates for employee benefits, especially pension and healthcare benefits, could adversely impact our results of operations, financial condition, and liquidity. We sponsor programs that provide retirement benefits to most of our employees. These programs include defined benefit pension plans, defined contribution plans, and postretirement healthcare plans. The costs of providing pension and other retirement benefit plans are dependent on numerous assumptions, such as discount rates, investment returns on plan assets, salary increases, expected retirement, mortality, employee turnover, and future increases in healthcare costs. Changes in actuarial assumptions and differences between the assumptions and actual values, as well as significant declines in the value of investments that fund our pension and other postretirement plans, if not offset or mitigated by a decline in plan liabilities, could increase pension and other postretirement expense, and we could be required from time to time to fund the pension plans with significant amounts of cash. Such cash funding obligations could adversely affect our results of operations and liquidity. Additionally, the rules for pension and retirement benefit plan accounting are complex, involve numerous assumptions, and can produce volatility in our results of operations, financial condition, and liquidity. For example, our fourth quarter mark-to-market ("MTM") retirement plans accounting adjustment resulted in a pre-tax, noncash loss of \$1.3 billion in 2022 (\$1.0 billion, net of tax, or \$3.76 per diluted share) and a gain of \$1.2 billion in 2021 (\$936 million, net of tax, or \$3.48 per diluted share). For additional information on our MTM retirement plans accounting adjustments, see "Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition—Results of Operations and Outlook—Consolidated Results—Retirement Plans MTM Adjustments" and Note 14 of the consolidated financial statements included in "Item 8. Financial Statements and Supplementary Data" of this Annual Report.

Environmental, Climate, and Weather Risks

We may be affected by global climate change or by legal, regulatory, or market responses to such change. Concern over climate change, including the impact of global warming, has led to significant U.S. and international legislative and regulatory efforts to limit GHG emissions, including our aircraft and vehicle engine emissions. Increasingly, state and local governments are also considering GHG regulatory requirements. Compliance with such regulation and the associated potential cost is complicated by the fact that various countries and regions are following different approaches to the regulation of climate change. Increased regulation regarding GHG emissions, especially aircraft or vehicle engine emissions, could impose substantial costs on us, especially at FedEx Express. These costs include an increase in the cost of the fuel and other energy we purchase and capital costs associated with updating or replacing our aircraft or vehicles prematurely. Until the timing, scope, and extent of such possible regulation becomes known, we cannot predict its effect on our cost structure or our operating results. It is reasonably possible, however, that it could materially increase our operating expenses and have an adverse direct or indirect effect on our business, if instituted. For additional discussion of regulatory responses to climate change, including CORSIA and the Paris climate accord, see “Item 1. Business” of this Annual Report under the caption “Regulation.” We may also incur additional expenses as a result of U.S. and international regulators requiring additional disclosures regarding GHG emissions.

Moreover, even without such regulation, increased awareness and any adverse publicity in the global marketplace about the GHGs emitted by companies in the airline and transportation industries could harm our reputation and reduce customer demand for our services, especially our air express services. Finally, given the broad and global scope of our operations and our susceptibility to global macroeconomic trends, we are particularly vulnerable to the physical risks of climate change that could affect all of humankind, such as shifts in weather patterns and world ecosystems.

We may be unable to achieve our goal of carbon neutrality for our global operations by calendar 2040. In 2021, we announced a goal to achieve carbon neutrality for our global operations by calendar 2040. Achievement of this goal depends on our execution of operational strategies relating to vehicle electrification; development of sustainable customer solutions; identification and investment in alternative fuels, fuel conservation, and aircraft modernization programs; and investments in our facilities and natural carbon sequestration.

Execution of these strategies and achievement of our calendar 2040 goal is subject to risks and uncertainties, many of which are outside of our control. These risks and uncertainties include, but are not limited to: our ability to successfully implement our business strategy, effectively respond to changes in market dynamics and achieve the anticipated benefits and associated cost savings of such strategies and actions; the availability and cost, and our ability to acquire, alternative fuel vehicles, alternative fuels, fuel-efficient aircraft, global electrical charging infrastructure, off-site renewable energy, and other materials and components; unforeseen production, design, operational, and technological difficulties; the outcome of research efforts and future technology developments, including the ability to scale projects and technologies on a commercially competitive basis such as carbon sequestration and/or other related processes; compliance with, and changes or additions to, global and regional regulations, taxes, charges, mandates, or requirements relating to GHG emissions, carbon costs, or climate-related goals; labor-related regulations and requirements that restrict or prohibit our ability to impose requirements on third parties who provide contracted transportation for our transportation networks; adapting products to customer preferences and customer acceptance of sustainable supply chain solutions; and the actions of competitors and competitive pressures.

There is no assurance that we will be able to successfully execute our strategies and achieve our calendar 2040 goal of carbon neutrality for our global operations. Failure to achieve our calendar 2040 goal could damage our reputation and customer and other stakeholder relationships. Further, given investors’ increased focus related to environmental, social, and governance matters, such a failure could cause large stockholders to reduce their ownership of FedEx common stock and limit our access to financing. Such conditions could have an adverse effect on our business, results of operations, and financial condition, as well as on the price of our common stock.

Our inability to quickly and effectively restore operations following adverse weather or a localized disaster or disturbance in a key geography could adversely impact our business and results of operations. While we operate several integrated networks with assets distributed throughout the world, there are concentrations of key assets within our networks that are exposed to adverse weather conditions or localized risks from natural or manmade disasters such as earthquakes, volcanoes, wildfires, hurricanes, tornadoes, floods, severe winter weather, conflicts or unrest, terrorist attacks, or other disturbances, actual or threatened. Additionally, shifts in weather patterns caused by climate change could increase the frequency, severity, or duration of certain adverse weather conditions. Prolonged interruptions or disruptions at a key location such as our FedEx Express Memphis World Hub or one of our information-technology centers could adversely impact our business and results of operations. We also may incur significant costs to reestablish or relocate these functions. Moreover, resulting economic dislocations, including supply chain and fuel disruptions, could adversely impact demand for our services resulting in an adverse effect on our business and results of operations.

Other Legal, Regulatory, and Miscellaneous Risks

Government regulation and enforcement are evolving and unfavorable changes could harm our business. We are subject to regulation under a wide variety of U.S. federal, state, and local and non-U.S. government regulations, laws, policies, and actions. There can be no assurance that such regulations, laws, policies, and actions will not be changed in ways that will decrease the demand for our services, subject us to escalating costs, or require us to modify our business models and objectives, harming our financial results. In particular, legislative, regulatory, or other actions that U.S. and non-U.S. governments have undertaken or are considering in areas such as data privacy and sovereignty, the use of new technology, taxes, foreign exchange intervention in response to currency volatility, currency controls that could restrict the movement of liquidity from particular jurisdictions, trade controls, tariffs, quotas, embargoes, or sanctions in the U.S. or other countries, complex economic sanctions, import and export controls, customs standards, additional security or workplace and transportation health and safety requirements, labor and employment standards (including with respect to our pilots) and benefits, government contracting, regulated commodities, environmental standards, and accounting may have an adverse effect on our results of operations, financial condition, capital requirements, effective tax rate, and service levels. For additional discussion, see “Item 1. Business” of this Annual Report under the caption “Regulation.” Additionally, the current U.S. presidential administration and various U.S. federal and state regulatory bodies have indicated a desire to reform various aspects of existing laws, regulations, and enforcement priorities and strategies that could, among other things, lead to comprehensive tax reform, broadly increase the U.S. minimum wage to \$15 per hour, make it easier for unions to organize our U.S. employees, and alter the employment relationship between service providers engaged by FedEx Ground and the drivers employed by those service providers.

We could be subject to adverse changes in regulations and interpretations or challenges to our tax positions. We are subject to taxation in the U.S. and numerous foreign jurisdictions. From time to time, changes in tax laws or regulations may be enacted that could significantly affect our overall tax liabilities and our effective tax rate. U.S. and foreign governmental agencies maintain focus on the taxation of multinational companies, including statutory tax rates, global minimum taxes (such as the framework agreed to by members of the Organization for Economic Cooperation and Development in 2022), digital taxes, and transactions between affiliated companies. Such changes may require new and complex computations to be performed, significant judgments, estimates, and calculations to be made, and the preparation and analysis of information not previously relevant or regularly produced.

Standard-setting bodies could interpret or issue guidance on how provisions of certain tax laws and regulations will be applied or otherwise administered that is different from our interpretation, and we may be required to make adjustments to amounts that we have recorded that may adversely impact our results of operations and financial condition. See “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition—Results of Operations and Outlook—Consolidated Results—Income Taxes” of this Annual Report for information regarding the lawsuit we filed in 2021 challenging the validity of a tax regulation related to the one-time transition tax on unrepatriated foreign earnings, which was enacted as part of the Tax Cuts and Jobs Act.

Our business is subject to complex and evolving U.S. and foreign laws and regulations regarding data protection. There has recently been heightened regulatory and enforcement focus relating to the collection, use, retention, transfer, and processing of personal data in the U.S. (at both the state and federal level) and internationally, including the EU’s General Data Protection Regulation, the California Privacy Rights Act, the Virginia Consumer Data Protection Act, and other similar laws that have been or will be enacted by other jurisdictions. In addition, China and certain other jurisdictions have enacted more stringent data localization requirements. An actual or alleged failure to comply with applicable U.S. or foreign data protection laws, regulations, or other data protection standards may expose us to litigation (including, in some instances, class action litigation), fines, sanctions, or other penalties, which could harm our reputation and adversely impact our business, results of operations, and financial condition. This regulatory environment is increasingly challenging, based on discretionary factors, and difficult to predict. Consequently, compliance with all applicable regulations in the various jurisdictions in which we do business may present material obligations and risks to our business, including significantly expanded compliance burdens, costs, and enforcement risks; require us to make extensive system or operational changes; or adversely affect the cost or attractiveness of the services we offer. All of these evolving compliance and operational requirements, as well as the uncertain interpretation and enforcement of laws, impose significant costs and regulatory risks that are likely to increase over time. See “Failure to successfully implement our business strategy and effectively respond to changes in market dynamics and customer preferences will cause our future financial results to suffer.” above for additional information on data protection risks related to ShopRunner and FedEx Dataworks.

The regulatory environment for global aviation or other transportation rights may impact our operations and increase our operating costs. Our extensive air network is critical to our success. Our right to serve foreign points is subject to the approval of the DOT and generally requires a bilateral agreement between the U.S. and foreign governments. In addition, we must obtain the permission of foreign governments to provide specific flights and services. Our operations outside of the U.S., such as FedEx Express's international domestic operations, are also subject to current and potential regulations, including certain postal regulations and licensing requirements, that restrict, make difficult, and sometimes prohibit, the ability of foreign-owned companies such as FedEx Express to compete effectively in parts of the international domestic transportation and logistics market. Regulatory or executive actions affecting global aviation or transportation rights or a failure to obtain or maintain aviation or other transportation rights in important international markets could impair our ability to operate our networks. Further, our ability to obtain or maintain aviation or other transportation rights internationally may be adversely affected by changes in international trade policies and relations.

We are subject to other extensive regulatory and legal compliance requirements that may result in significant costs. For instance, the FAA from time to time issues directives and other regulations relating to the maintenance and operation of aircraft that require significant expenditures in order to comply. High-profile accidents, catastrophes, or incidents involving aircraft may trigger increased regulatory and legal compliance requirements. These requirements can be issued with little or no notice, or can otherwise impact our ability to efficiently or fully utilize our aircraft, and in some instances have resulted in the temporary grounding of aircraft types altogether. Further, our business may be adversely impacted when government agencies cease to operate as expected, including due to partial shutdowns, sequestrations, or similar events, which may result in, among other things, disruption in the ability of government agencies to grant required regulatory approvals. For additional discussion, see "Item 1. Business" of this Annual Report under the caption "Regulation."

We are also subject to other risks and uncertainties, including:

- widespread outbreak of an illness or any other communicable disease, or any other public health crisis;
- the United Kingdom's exit from the EU ("Brexit"), including the economic, operational, regulatory, and financial impacts of any post-Brexit trade deal between the United Kingdom and EU;
- the increasing costs of compliance with federal, state, and foreign governmental agency mandates (including the Foreign Corrupt Practices Act and the U.K. Bribery Act) and defending against inappropriate or unjustified enforcement or other actions by such agencies;
- changes in foreign currency exchange rates, especially in the euro, Chinese yuan, British pound, Canadian dollar, Hong Kong dollar, Australian dollar, Japanese yen, and Mexican peso, which can affect our sales levels and foreign currency sales prices;
- any liability resulting from and the costs of defending against class-action, derivative, and other litigation, such as wage-and-hour, joint employment, securities, vehicle accident, and discrimination and retaliation claims, claims related to our mandatory and voluntary reporting and disclosure of climate change and other ESG topics, and any other legal or governmental proceedings, including the matters discussed in Note 19 of the consolidated financial statements included in "Item 8. Financial Statements and Supplementary Data" of this Annual Report;
- the impact of technology developments on our operations and on demand for our services, and our ability to continue to identify and eliminate unnecessary information-technology redundancy and complexity throughout the organization;
- disruptions in global supply chains, which can limit the access of FedEx and our service providers to vehicles and other key capital resources and increase our costs;
- governmental underinvestment in transportation infrastructure, which could increase our costs and adversely impact our service levels due to traffic congestion, prolonged closure of key thoroughfares, or sub-optimal routing of our vehicles and aircraft;
- stockholder activism, which could divert the attention of management and our board of directors from our business, hinder execution of our business strategy, give rise to perceived uncertainties as to our future, and cause the price of our common stock to fluctuate significantly; and
- constraints, volatility, or disruption in the capital markets, our ability to maintain our current credit ratings, commercial paper ratings, and senior unsecured debt and pass-through certificate credit ratings, and our ability to meet credit agreement financial covenants.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

FedEx Express Segment

FedEx Express's principal owned and leased properties include its aircraft, vehicles, major sorting and handling facilities, administration buildings, FedEx Drop Boxes, and data processing and telecommunications equipment.

Aircraft and Vehicles

As of May 31, 2022, FedEx Express's aircraft fleet consisted of the following:

Description	Owned	Leased	Total	Maximum Gross Structural Payload (Pounds per Aircraft)
Boeing B777F	48	3	51	233,300
Boeing MD11	50	7	57	192,600
Boeing MD10-30	9	—	9	175,900
Boeing 767F	114	—	114	127,100
Airbus A300-600	56	11	67	106,600
Boeing 757-200	119	—	119	63,000
ATR-72	19	—	19	17,970
ATR-72 600F	6	—	6 ⁽¹⁾	19,290
ATR-42	18	—	18	12,070
Cessna 408	1	—	1 ⁽¹⁾	6,000
Cessna 208B	235	—	235	2,830
Total	675	21	696	

⁽¹⁾ Includes one aircraft not currently in operation and undergoing pre-service modifications.

As of May 31, 2022, FedEx Express operated approximately 86,000 vehicles in its global network.

Aircraft Purchase Commitments

The following table is a summary of the number and type of aircraft we were committed to purchase as of May 31, 2022, with the year of expected delivery:

	Cessna SkyCourier 408	ATR 72-600F	B767F	B777F	Total
2023	11	11	14	2	38
2024	12	6	14	4	36
2025	12	6	10	2	30
2026	14	1	—	—	15
2027	—	—	—	—	—
Thereafter	—	—	—	—	—
Total	49	24	38	8	119

As of May 31, 2022, we had \$1.3 billion in deposits and progress payments on aircraft purchases and other planned aircraft-related transactions. See Note 18 of the accompanying consolidated financial statements for more information about our purchase commitments and options.

Sorting and Handling Facilities

At May 31, 2022, FedEx Express operated the following major sorting and handling facilities:

<u>Location</u>	<u>Acre(s)</u>	<u>Square Feet</u>	<u>Sorting Capacity (per hour)⁽¹⁾</u>	<u>Lessor</u>	<u>Lease Expiration Calendar Year</u>
<u>Primary</u>					
Memphis, Tennessee	916	3,671,859	484,000	Memphis-Shelby County Airport Authority	2036
<u>National</u>					
Indianapolis, Indiana ⁽²⁾	482	2,847,215	131,000	Indianapolis Airport Authority	2053
Miami, Florida ⁽³⁾	29	143,322	7,000	Aero Miami FX, LLC	2041
<u>Regional</u>					
Fort Worth, Texas	168	987,388	76,000	Fort Worth Alliance Airport Authority	2041
Newark, New Jersey	70	634,193	156,000	Port Authority of New York and New Jersey	2030
Oakland, California	75	587,700	63,000	Port of Oakland	2036
Greensboro, N. Carolina	165	595,000	23,000	Piedmont Triad Airport Authority	2031
<u>Metropolitan</u>					
Chicago, Illinois	54	481,350	24,000	City of Chicago	2028
Los Angeles, California	34	305,300	57,000	City of Los Angeles	2025 ⁽⁴⁾
<u>International</u>					
Anchorage, Alaska ⁽⁵⁾	64	375,300	25,000	State of Alaska, Department of Transportation and Public Facilities	2023
Paris, France ⁽⁶⁾	111	1,238,000	70,600	Aeroports de Paris	2048
Cologne, Germany ⁽⁶⁾	11	325,000	17,900	Cologne Bonn Airport	2040
Guangzhou, China ⁽⁷⁾	155	873,006	56,000	Guangdong Airport Management Corp.	2029
Osaka, Japan ⁽⁷⁾	17	425,206	9,000	Kansai Airports	2024
Liege, Belgium ⁽⁸⁾	23	659,354	15,600	Liege Airport	2036

(1) Documents and packages.

(2) In addition to U.S. domestic express package and freight shipments, handles certain international express package and freight shipments to and from Europe.

(3) Handles international express package and freight shipments to and from Latin America and the Caribbean.

(4) Property is held under two separate leases — we are currently renewing the lease for the sorting and handling facility that expired in 2021 on a month-to-month basis while a new lease is being negotiated, and the lease for the ramp expansion expires in calendar 2025.

(5) Handles international express package and freight shipments to and from Asia, Europe, and North America.

(6) Handles intra-Europe express package and freight shipments, as well as international express package and freight shipments to and from Europe.

(7) Handles intra-Asia express package and freight shipments, as well as international express package and freight shipments to and from Asia.

(8) Handles intra-Europe express package and freight shipments.

FedEx Express's primary sorting facility, which serves as the center of its multiple hub-and-spoke system, is located at the Memphis International Airport. FedEx Express's facilities at the Memphis International Airport also include aircraft hangars, aircraft ramp areas, vehicle parking areas, flight training and fuel facilities, the FedEx Cold Chain Center, administrative offices, and warehouse space.

FedEx Express leases these facilities from the Memphis-Shelby County Airport Authority (the “Authority”). The lease obligates FedEx Express to maintain and insure the leased property and to pay all related taxes, assessments, and other charges. The lease is subordinate to, and FedEx Express’s rights thereunder could be affected by, any future lease or agreement between the Authority and the U.S. government.

FedEx Express has additional major international sorting-and-handling facilities located at Narita Airport in Tokyo and Stansted Airport outside London. FedEx Express also has a substantial presence at airports in Hong Kong, Taiwan, and Dubai. A central air hub near Liege, Belgium connects specific large European markets. FedEx Express also operates a central European road hub in Duiven, The Netherlands.

Administrative and Other Properties and Facilities

The World Headquarters of FedEx Express is located in southeastern Shelby County, Tennessee. FedEx Express international headquarters are located in Hoofddorp, The Netherlands. As of May 31, 2022, FedEx Express owned or leased 652 facilities for city station operations in the U.S. In addition, over 1,100 city stations are owned or leased throughout FedEx Express’s international network. The majority of these leases are for terms of five to ten years. City stations serve as a sorting and distribution center for a particular city or region. We believe that suitable alternative facilities are available in each locale on satisfactory terms, if necessary.

As of May 31, 2022, FedEx Express had approximately 32,000 Drop Boxes. FedEx Express customers can also ship from approximately 42,000 staffed drop-off locations, including FedEx Office stores and FedEx Authorized ShipCenters. Internationally, FedEx Express had approximately 15,000 drop-off locations.

FedEx Ground Segment

FedEx Ground’s corporate headquarters are located in the Pittsburgh, Pennsylvania area. As of May 31, 2022, FedEx Ground owned or leased over 680 facilities, including approximately 160 fully automated stations. In addition, more than 100,000 vehicles owned or leased by service providers support FedEx Ground’s business. Of the 583 facilities that supported FedEx Home Delivery as of May 31, 2022, 562 were co-located with existing FedEx Ground operations. Leased facilities generally have terms of five years or less. Strategically located to cover the geographic area served by FedEx Ground, the facilities range in size from approximately 1,000 to 1,060,000 square feet, with an average size of approximately 165,000 square feet.

FedEx Freight Segment

FedEx Freight’s corporate headquarters are located in Memphis, Tennessee, with some administrative offices in Harrison, Arkansas. As of May 31, 2022, FedEx Freight operated more than 30,000 vehicles and approximately 400 service centers, which are strategically located to provide service throughout North America. These facilities range in size from approximately 1,000 to 280,000 square feet of office and dock space.

FedEx Services Segment

FedEx Services’ corporate headquarters are located in Memphis, Tennessee. FedEx Services leases state-of-the-art technology centers in Collierville, Tennessee and Colorado Springs, Colorado. These facilities house personnel responsible for strategic software development and other functions that support FedEx’s technology and e-commerce solutions.

The FedEx Authorized ShipCenter program offers U.S. domestic and international FedEx Express and FedEx Ground shipping and drop-off services through a network of nearly 4,800 franchised and independent “pack and ship” retail locations. The FedEx OnSite network includes approximately 19,000 drop-off locations at Walgreens, Dollar General, and Albertsons stores. Additionally, FedEx Services has an agreement with Office Depot, Inc. to offer U.S. domestic and international FedEx Express and FedEx Ground shipping and drop-off services at approximately 1,000 Office Depot and OfficeMax retail locations.

FedEx Office Operating Segment

FedEx Office’s corporate headquarters are located in Plano, Texas. As of May 31, 2022, FedEx Office operated approximately 2,200 customer-facing stores and 18 manufacturing plants with expanded print capabilities (traditional electrophotography, digital and traditional offset, large and grand format, and dye sublimation printing), with 14 of the manufacturing plants also housing co-located signs and graphics production operations. Substantially all FedEx Office stores are leased, generally for terms of five to ten years with varying renewal options. FedEx Office operates approximately 200 stores at hotels, convention centers, hospitals, universities, and corporate campuses, with the remainder generally located in strip malls, office buildings, Walmart stores, and stand-alone structures. FedEx Office’s customer-facing stores average approximately 3,200 square feet in size.

FedEx Logistics Operating Segment

FedEx Logistics' corporate headquarters are located in Memphis, Tennessee. As of May 31, 2022, FedEx Trade Networks Transport & Brokerage operated approximately 150 offices and facilities in 34 countries and territories throughout North America and in Africa, Asia-Pacific, Europe, India, Latin America, the Middle East, and Australia/New Zealand. In addition, as of May 31, 2022, FedEx Supply Chain had approximately 100 facilities through which it operates its supply chain logistics services.

FedEx Dataworks Operating Segment

FedEx Dataworks' corporate headquarters are located in Memphis, Tennessee and ShopRunner's corporate headquarters are located in Chicago, Illinois.

ITEM 3. LEGAL PROCEEDINGS

FedEx and its subsidiaries are subject to legal proceedings and claims that arise in the ordinary course of their business. For a description of certain pending legal proceedings, see Note 19 of the accompanying consolidated financial statements.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

Information regarding executive officers of FedEx is as follows:

Name and Office	Age	Positions and Offices Held and Business Experience
Frederick W. Smith Executive Chairman and Chairman of the Board	77	Executive Chairman of FedEx since June 1, 2022 and Chairman of the Board since January 1998; Chief Executive Officer of FedEx from January 1998 to May 2022; President of FedEx from January 1998 to January 2017; Chairman of the Board, President and Chief Executive Officer of FedEx Express from April 1983 to January 1998; Chief Executive Officer of FedEx Express from 1977 to January 1998; and President of FedEx Express from June 1971 to February 1975.
Rajesh Subramaniam President and Chief Executive Officer and Director	56	President of FedEx since March 2019 and Chief Executive Officer of FedEx since June 1, 2022; director of FedEx since January 2020; Chief Operating Officer of FedEx from March 2019 to May 2022; President and Chief Executive Officer of FedEx Express from January 2019 to March 2019; Executive Vice President — Chief Marketing and Communications Officer of FedEx from January 2017 to December 2018; Executive Vice President — Marketing & Communications of FedEx Services from 2013 to January 2017; Senior Vice President — Marketing of FedEx Services from 2006 to 2013; Senior Vice President — Canada of FedEx Express from 2003 to 2006; Vice President — Marketing/APAC of FedEx Express from 2000 to 2003; Vice President — APAC, EC & CS of FedEx Express from 1999 to 2000; and various management and marketing analyst positions at FedEx Express from 1991 to 1999. Mr. Subramaniam serves as a director of First Horizon Corporation, a financial holding company.
Mark R. Allen Executive Vice President, General Counsel and Secretary	66	Executive Vice President, General Counsel and Secretary of FedEx since October 2017; Executive Vice President, General Counsel—Select of FedEx from September 2017 to October 2017; Senior Vice President, Legal International of FedEx Express from July 2010 to September 2017; Vice President, Legal — Europe, Middle East, Africa and Indian Subcontinent Region of FedEx Express from October 2000 to July 2010; Vice President, Legal — Asia Pacific of FedEx Express from 1996 to October 2000; and various legal positions with FedEx Express from 1982 to 1996.
Jill C. Brannon Executive Vice President — Chief Sales Officer	58	Executive Vice President — Chief Sales Officer of FedEx since March 2019; Senior Vice President, Sales — Europe, Middle East, Africa and Indian Subcontinent Region of FedEx Express from May 2016 to March 2019; Senior Vice President — Sales of FedEx Services from July 2006 to May 2016; Vice President — Sales of FedEx Services from July 2003 to June 2006; Vice President — Solutions of FedEx Services from July 2002 to June 2003; Vice President — Marketing of FedEx Services from June 2001 to June 2002; and various positions in sales, operations, marketing, and strategic planning from 1985 to May 2002.
Brie A. Carere Executive Vice President — Chief Customer Officer	44	Executive Vice President — Chief Customer Officer of FedEx since June 1, 2022; Executive Vice President — Chief Marketing and Communications Officer of FedEx from January 2019 to May 2022; Senior Vice President, Global Portfolio Marketing of FedEx Services from October 2016 to December 2018; Vice President, Marketing, Customer Experience and Corporate Communications for FedEx Express Canada from October 2010 to October 2016; and various positions in marketing, customer experience, and strategy with FedEx Express Canada from 2001 to October 2010. Ms. Carere serves as a director of ZipRecruiter, Inc., an online employment marketplace.

Robert B. Carter Executive Vice President — FedEx Information Services and Chief Information Officer	63	Executive Vice President — FedEx Information Services and Chief Information Officer of FedEx since January 2007; Executive Vice President and Chief Information Officer of FedEx from June 2000 to January 2007; Corporate Vice President and Chief Technology Officer of FedEx from February 1998 to June 2000; Vice President — Corporate Systems Development of FedEx Express from September 1993 to February 1998; and Managing Director — Systems Development of FedEx Express from April 1993 to September 1993. Mr. Carter serves as a director of New York Life Insurance Company, a mutual life insurance company.
Donald F. Colleran President and Chief Executive Officer, FedEx Express	66	President and Chief Executive Officer of FedEx Express since March 2019; Executive Vice President — Chief Sales Officer of FedEx from January 2017 to March 2019; Executive Vice President — Global Sales of FedEx Services from 2006 to January 2017; Senior Vice President — International Sales from 2003 to 2006; Senior Vice President — Canada of FedEx Express from 2000 to 2003; Vice President — Sales/APAC from 1997 to 2000; and various management positions in sales with FedEx Express from 1989 to 1997. Mr. Colleran will serve as President and Chief Executive Officer of FedEx Express through August 31, 2022 and remain at FedEx Express as the CEO Executive Advisor until his retirement on December 31, 2022. He serves as a director of (i) ABM Industries Incorporated, a provider of integrated facility solutions, (ii) EastGroup Properties, Inc., an equity real estate investment trust, and (iii) Delhivery Limited, a logistics and supply chain company.
Michael C. Lenz Executive Vice President and Chief Financial Officer	58	Executive Vice President and Chief Financial Officer of FedEx since September 2020; Executive Vice President and Chief Financial Officer — Elect of FedEx from June 2020 to September 2020; Corporate Vice President and Treasurer of FedEx from February 2012 to May 2020; Staff Vice President — Strategic Finance of FedEx from 2010 to February 2012; Vice President — Finance of FedEx Office from 2005 to 2010; and various positions in several finance and commercial areas including investor relations, financial planning and analysis, international planning, and fleet planning at American Airlines, Inc. from 1994 to 2005.
Lance D. Moll President and Chief Executive Officer, FedEx Freight	52	President and Chief Executive Officer of FedEx Freight since March 2021; Senior Vice President — Operations of FedEx Freight from May 2018 to February 2021; Vice President — Regional Operations of FedEx Freight from February 2015 to May 2018; Managing Director — District Operations of FedEx Freight from June 2003 to January 2015; and various positions with FedEx Freight from 1992 to 2003.
John A. Smith President and Chief Executive Officer, FedEx Ground	60	President and Chief Executive Officer of FedEx Ground since June 2021; President and Chief Executive Officer — Elect of FedEx Ground from March 2021 to May 2021; President and Chief Executive Officer of FedEx Freight from August 2018 to February 2021; President and Chief Executive Officer — Select of FedEx Freight from May 2018 to August 2018; Senior Vice President — Operations of FedEx Freight from May 2015 to May 2018; Vice President — Safety, Fleet Maintenance and Facilities Services of FedEx Freight from June 2011 to May 2015; Vice President — Operations of FedEx National LTL, Inc. from April 2010 to June 2011; Vice President — Transportation/Fleet Maintenance of FedEx National LTL, Inc. from March 2008 to April 2010; and various management positions at FedEx Freight from 2000 to 2008.
Richard W. Smith President and Chief Executive Officer — Elect, FedEx Express	44	President and Chief Executive Officer — Elect of FedEx Express since April 1, 2022; will succeed Mr. Colleran as President and Chief Executive Officer of FedEx Express on September 1, 2022; Regional President, The Americas and Executive Vice President, Global Support of FedEx Express from 2020 to March 2022; Regional President, U.S. and Executive Vice President, Global Support of FedEx Express from 2019 to 2020; President and Chief Executive Officer of FedEx Logistics from July 2017 to 2019; Senior Vice President, Global Trade and Specialty Services of FedEx Express from March 2017 to June 2017; Vice President, Global Trade Services of FedEx Express from 2014 to 2017; Managing Director, Life Sciences and Specialty Services/U.S./International of FedEx Express from 2009 to 2014; and various positions with FedEx from 2005 to 2009.

Executive officers are elected by, and serve at the discretion of, the Board of Directors. There is no arrangement or understanding between any executive officer and any person, other than a director or executive officer of FedEx or of any of its subsidiaries acting solely in his or her official capacity, pursuant to which any executive officer was selected. Richard W. Smith is the son of Frederick W. Smith. There are no other family relationships between any executive officer and any other executive officer or director of FedEx, or any person nominated or chosen to become a director or executive officer.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS, AND ISSUER PURCHASES OF EQUITY SECURITIES

FedEx's common stock is listed on the New York Stock Exchange under the symbol "FDX." As of July 14, 2022, there were 11,421 holders of record of our common stock.

We expect to continue to pay regular quarterly cash dividends, though each quarterly dividend payment is subject to review and approval by our Board of Directors. We evaluate our dividend payment amount on an annual basis. There are no material restrictions on our ability to declare dividends, nor are there any material restrictions on the ability of our subsidiaries to transfer funds to us in the form of cash dividends, loans, or advances.

We did not repurchase any shares of FedEx common stock during the fourth quarter of 2022.

On December 16, 2021, we announced a stock repurchase program approved by our Board of Directors, through which we are authorized to purchase, in the open market or in privately negotiated transactions, up to \$5 billion of FedEx common stock. As of July 14, 2022, approximately \$4.1 billion remains available to be used for repurchases under the December 2021 stock repurchase program, which is the only such program that currently exists. The program does not have an expiration date and may be suspended or discontinued at any time.

See "Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition" and Note 1 of the consolidated financial statements included in "Item 8. Financial Statements and Supplementary Data" of this Annual Report for additional information regarding our stock repurchases during 2022 and planned stock repurchases during 2023.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS AND FINANCIAL CONDITION

ORGANIZATION OF INFORMATION

This Management's Discussion and Analysis of Results of Operations and Financial Condition ("MD&A") of FedEx Corporation ("FedEx" or the "Company") is composed of three major sections: Results of Operations and Outlook, Financial Condition, and Critical Accounting Estimates. These sections include the following information:

- Results of operations includes an overview of our consolidated 2022 results compared to 2021 results. This section also includes a discussion of key actions and events that impacted our results, as well as our outlook for 2023. Discussion and analysis of 2020 results and year-over-year comparisons between 2021 results and 2020 results can be found in "Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition" of our Annual Report on Form 10-K ("Annual Report") for the year ended May 31, 2021.
- The overview is followed by a financial summary and analysis (including a discussion of both historical operating results and our outlook for 2023) for each of our transportation segments.
- Our financial condition is reviewed through an analysis of key elements of our liquidity and capital resources, financial commitments, and liquidity outlook for 2023.
- Critical accounting estimates discusses those financial statement elements that we believe are most important to understanding the material judgments and assumptions incorporated in our financial results.

The discussion in MD&A should be read in conjunction with the other sections of this Annual Report, particularly "Item 1. Business," "Item 1A. Risk Factors," and "Item 8. Financial Statements and Supplementary Data."

DESCRIPTION OF BUSINESS SEGMENTS

We provide a broad portfolio of transportation, e-commerce, and business services through companies competing collectively, operating collaboratively, and innovating digitally, under the respected FedEx brand. Our primary operating companies are Federal Express Corporation (“FedEx Express”), the world’s largest express transportation company; FedEx Ground Package System, Inc. (“FedEx Ground”), a leading North American provider of small-package ground delivery services; and FedEx Freight Corporation (“FedEx Freight”), a leading North American provider of less-than-truckload (“LTL”) freight transportation services. These companies represent our major service lines and, along with FedEx Corporate Services, Inc. (“FedEx Services”), constitute our reportable segments. Our FedEx Services segment provides sales, marketing, information technology, communications, customer service, technical support, billing and collection services, and certain back-office functions that support our operating segments. The operating costs of the FedEx Services segment are allocated to the business units it serves. See “Reportable Segments” for further discussion and refer to “Item 1. Business” for a more detailed description of each of our operating companies.

The key indicators necessary to understand our operating results include:

- the overall customer demand for our various services based on macroeconomic factors and the global economy;
- the volumes of transportation services provided through our networks, primarily measured by our average daily volume and shipment weight and size;
- the mix of services purchased by our customers;
- the prices we obtain for our services, primarily measured by yield (revenue per package or pound or revenue per shipment or hundredweight for LTL freight shipments);
- our ability to manage our cost structure (capital expenditures and operating expenses) to match shifting volume levels; and
- the timing and amount of fluctuations in fuel prices and our ability to recover incremental fuel costs through our fuel surcharges.

Many of our operating expenses are directly impacted by revenue and volume levels, and we expect these operating expenses to fluctuate on a year-over-year basis consistent with changes in revenue and volumes. Therefore, the discussion of operating expense captions focuses on the key drivers and trends impacting expenses other than those factors strictly related to changes in revenue and volumes. The line item “Other operating expense” includes costs associated with outside service contracts (such as facility services and cargo handling, temporary labor, and security), insurance, professional fees, and operational supplies.

Except as otherwise specified, references to years indicate our fiscal year ended May 31, 2022 or ended May 31 of the year referenced and comparisons are to the corresponding period of the prior year. References to our transportation segments include, collectively, the FedEx Express segment, the FedEx Ground segment, and the FedEx Freight segment.

RESULTS OF OPERATIONS AND OUTLOOK

CONSOLIDATED RESULTS

The following table compares summary operating results (dollars in millions, except per share amounts) for the years ended May 31:

	2022 ⁽¹⁾	2021 ⁽¹⁾	Percent Change
Consolidated revenue	\$ 93,512	\$ 83,959	11
Operating income (loss):			
FedEx Express segment	2,922	2,810	4
FedEx Ground segment	2,642	3,193	(17)
FedEx Freight segment	1,663	1,005	65
Corporate, other, and eliminations	(982)	(1,151)	15
Consolidated operating income	<u>6,245</u>	<u>5,857</u>	7
Operating margin:			
FedEx Express segment	6.4 %	6.7 %	(30) bp
FedEx Ground segment	8.0 %	10.5 %	(250) bp
FedEx Freight segment	17.4 %	12.8 %	460 bp
Consolidated operating margin	6.7 %	7.0 %	(30) bp
Consolidated net income	\$ 3,826	\$ 5,231	(27)
Diluted earnings per share	<u>\$ 14.33</u>	<u>\$ 19.45</u>	(26)

The following table shows changes in revenue and operating results by reportable segment for 2022 compared to 2021 (in millions):

	Year-over-Year Changes	
	Revenue	Operating Results ⁽¹⁾
FedEx Express segment	\$ 3,736	\$ 112
FedEx Ground segment	2,736	(551)
FedEx Freight segment	1,699	658
FedEx Services segment	221	—
Corporate, other, and eliminations	1,161	169
	<u>\$ 9,553</u>	<u>\$ 388</u>

⁽¹⁾ The following is a summary of the effects of the (costs) benefits of certain items affecting our financial results for the years ended May 31 (in millions):

	2022	2021
Items affecting Operating Income:		
Business realignment costs	\$ (278)	\$ (116)
FedEx Ground legal matter	(210)	—
TNT Express integration expenses	(132)	(210)
	<u>\$ (620)</u>	<u>\$ (326)</u>
Items affecting Net Income:		
Mark-to-market (“MTM”) retirement plans accounting adjustments, net of tax	\$ (1,199)	\$ 895
Loss on debt extinguishment, net of tax	—	(297)
	<u>\$ (1,199)</u>	<u>\$ 598</u>

Overview

We experienced revenue and operating income growth in 2022 resulting from yield management actions, including the favorable net impact of fuel at all of our transportation segments. In addition, our results were positively affected by a mix shift to our higher yielding services due to strategic actions to improve revenue quality. Lower variable incentive compensation expense, as well as severe winter weather experienced in the prior year, also benefited year-over-year operating income in 2022.

Our operating results for 2022 were negatively affected by the coronavirus (“COVID-19”) pandemic, labor market challenges, and inflationary cost pressures. Labor market challenges contributed to global supply chain disruptions and affected the availability and cost of labor resulting in network inefficiencies, higher purchased transportation costs, and higher wage rates. In addition, global recovery from the impacts of the COVID-19 pandemic slowed with the onset of new variants, which resulted in reduced shipping demand and caused network disruptions, particularly at FedEx Express during 2022.

Our 2022 results include business realignment costs of \$278 million (\$214 million, net of tax, or \$0.80 per diluted share) associated with our workforce reduction plan in Europe announced in 2021. See the “Business Realignment Costs” section of this MD&A for more information. Our 2022 results also include a \$210 million charge (\$160 million, net of tax, or \$0.60 per diluted share) recognized in the fourth quarter related to pre- and post-judgment interest in connection with a FedEx Ground legal matter. The amount is included in “Corporate, other, and eliminations.” See Note 19 of the accompanying consolidated financial statements for more information.

We incurred TNT Express integration expenses totaling \$132 million (\$103 million, net of tax, or \$0.39 per diluted share) in 2022, a decrease of \$78 million from 2021. The integration expenses are predominantly incremental costs directly associated with the integration of TNT Express, primarily related to professional and legal fees. Internal salaries and wages are included only to the extent the individuals are assigned full-time to integration activities. These costs were recognized at FedEx Express and FedEx Corporation. The identification of these costs as integration-related expenditures is subject to our disclosure controls and procedures. Integration expenses do not include costs associated with our business realignment activities (discussed above).

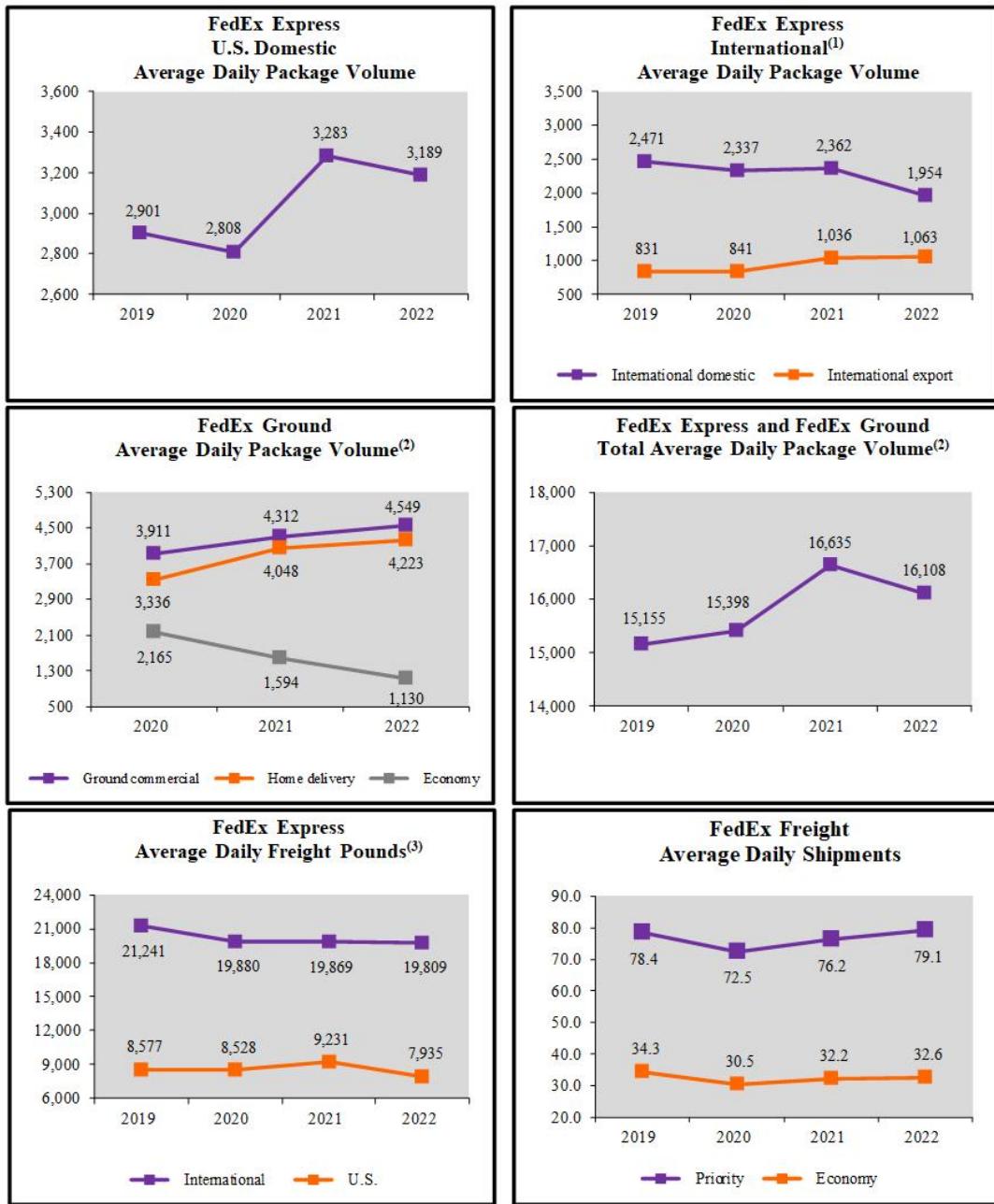
Consolidated net income includes a pre-tax, noncash loss of \$1.6 billion in 2022 (\$1.2 billion, net of tax, or \$4.49 per diluted share) and a gain of \$1.2 billion in 2021 (\$895 million, net of tax, or \$3.33 per diluted share) associated with our MTM retirement plans accounting adjustments. See the “Retirement Plans MTM Adjustments” section of this MD&A and Note 14 of the accompanying consolidated financial statements.

Consolidated net income in 2021 also includes a loss on debt extinguishment of \$393 million (\$297 million, net of tax, or \$1.11 per diluted share) associated with our capital allocation strategy, which includes reducing outstanding debt. See the “Other Income and Expense” section of this MD&A and Note 7 of the accompanying consolidated financial statements.

Net income for 2022 includes a \$142 million (\$0.53 per diluted share) tax benefit related to revisions of prior year estimates identified during the preparation of U.S. and foreign tax returns. In 2021, we recognized a tax benefit of \$279 million (\$1.04 per diluted share) related to the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which allows tax losses to be offset against income from prior years that was taxed at higher rates, and a tax benefit of \$66 million (\$0.25 per diluted share) from a tax rate increase in the Netherlands applied to our deferred tax asset balances. See the “Income Taxes” section of this MD&A and Note 13 of the accompanying consolidated financial statements.

In December 2021, our Board of Directors authorized a new stock repurchase program of up to \$5 billion of FedEx common stock (in addition to a 25 million share repurchase program authorized in 2016), and we entered into an accelerated share repurchase (“ASR”) agreement with a bank to repurchase an aggregate of \$1.5 billion of our common stock. Share repurchases had a benefit of \$0.13 per diluted share in 2022. See Note 1 of the accompanying consolidated financial statements and the “Financial Condition—Liquidity” section of this MD&A for additional information on our repurchase programs (defined below).

The following graphs for FedEx Express, FedEx Ground, and FedEx Freight show selected volume trends (in thousands) for the years ended May 31:

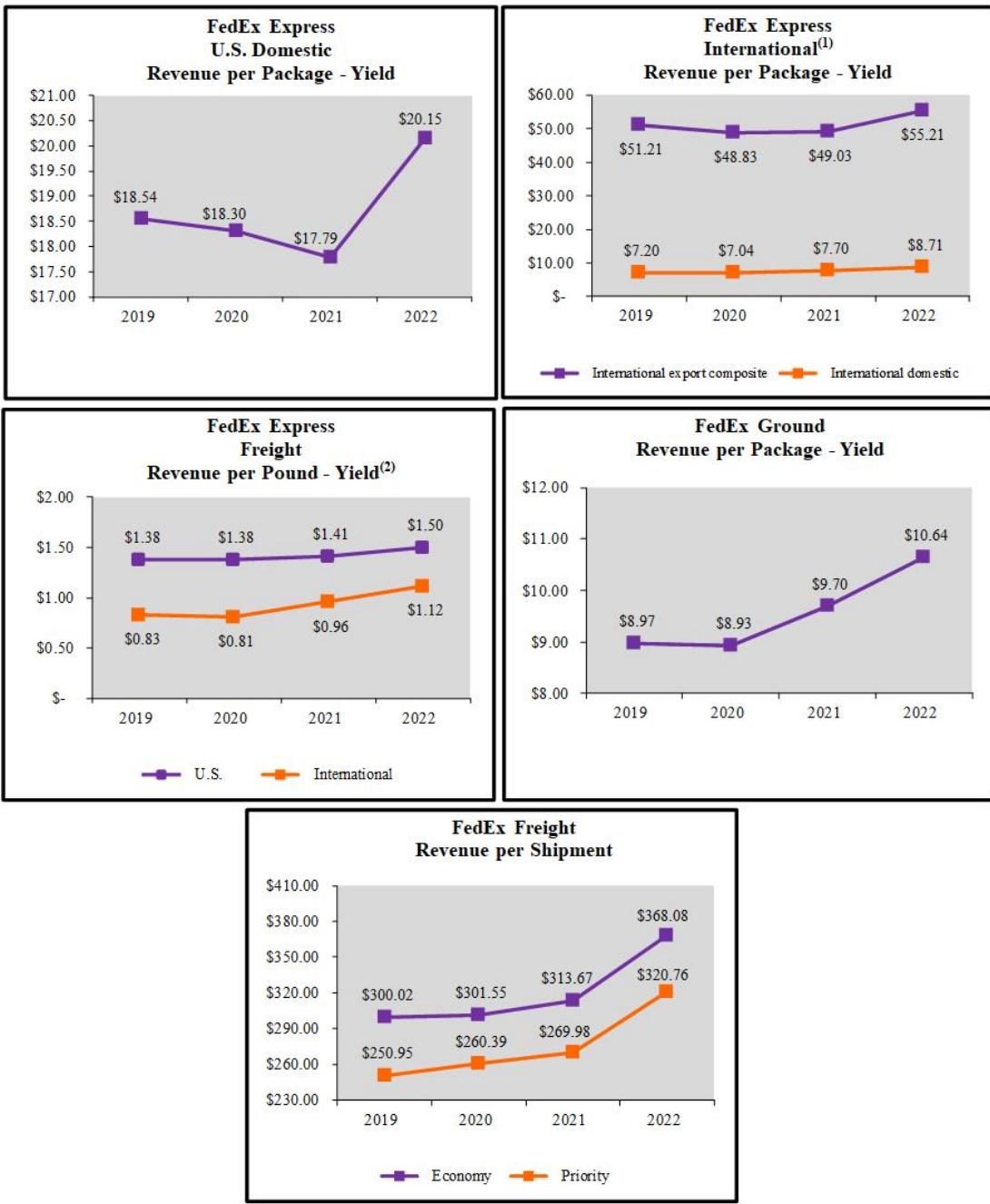


(1) International domestic average daily package volume relates to our international intra-country operations. International export average daily package volume relates to our international priority and economy services.

(2) Ground commercial average daily volume is calculated on a 5-day-per-week basis, while home delivery and economy average daily package volumes are calculated on a 7-day-per-week basis. 2020 and 2021 statistical information has been revised to conform to the current year presentation. Total FedEx Ground average daily volume was 8,952 for 2019.

(3) International average daily freight pounds relate to our international priority, economy, and airfreight services.

The following graphs for FedEx Express, FedEx Ground, and FedEx Freight show selected yield trends for the years ended May 31:



⁽¹⁾ International export revenue per package relates to our international priority and economy services. International domestic revenue per package relates to our international intra-country operations.

⁽²⁾ International revenue per pound relates to our international priority, economy, and airfreight services.

Revenue

Revenue increased 11% in 2022 primarily due to yield management actions, including higher fuel surcharges, as well as commercial and home delivery volume growth at FedEx Ground and volume growth at FedEx Freight. In addition, we experienced severe winter weather in the prior year which positively affected the year-over-year comparisons in 2022.

Revenue at FedEx Express increased 9% in 2022 due to global package and international priority freight yield improvement, partially offset by decreased international and U.S. domestic package volume, as well as lower U.S. average daily freight pounds. At FedEx Ground, revenue increased 9% in 2022 primarily due to yield improvement, two additional ground commercial operating days, a mix shift to higher-yielding services, and growth in our commercial services. FedEx Freight revenue increased 22% in 2022 primarily due to higher revenue per shipment and increased average daily shipments. Revenue at Corporate, other, and eliminations increased 33% in 2022 primarily due to higher yields at FedEx Logistics, Inc. (“FedEx Logistics”) as a result of market capacity constraints related to the COVID-19 pandemic.

Fuel Surcharges

While fluctuations in fuel surcharge percentages can be significant from period to period, fuel surcharges represent one of the many individual components of our pricing structure that impact our overall revenue and yield. See the “Fuel” section of this MD&A for more information.

Business Realignment Costs

In 2021, FedEx Express announced a workforce reduction plan in Europe related to the network integration of TNT Express. The plan will affect approximately 5,000 employees in Europe across operational teams and back-office functions. The execution of the plan is subject to a works council consultation process that will occur through 2023 in accordance with local country processes and regulations.

We incurred costs of \$278 million (\$214 million, net of tax, or \$0.80 per diluted share) in 2022 and \$116 million (\$90 million, net of tax, or \$0.33 per diluted share) in 2021 associated with our business realignment activities. These costs are related to certain employee severance arrangements. Payments under this program totaled approximately \$225 million in 2022 and approximately \$15 million in 2021. We expect the pre-tax cost of our business realignment activities to be approximately \$420 million through 2023. We expect savings from our business realignment activities to be between \$275 million and \$350 million on an annualized basis beginning in 2024. The actual amount and timing of business realignment costs and related cost savings resulting from the workforce reduction plan are dependent on local country consultation processes and regulations and negotiated social plans and may differ from our current expectations and estimates.

Operating Expenses

The following table compares operating expenses expressed as dollar amounts (in millions) and as a percent of revenue for the years ended May 31:

	2022 ⁽¹⁾	2021 ⁽¹⁾	Percent Change	Percent of Revenue	
				2022 ⁽¹⁾	2021 ⁽¹⁾
Operating expenses:					
Salaries and employee benefits	\$ 32,058	\$ 30,173	6	34.3 %	35.9 %
Purchased transportation	24,118	21,674	11	25.8	25.8
Rentals and landing fees	4,712	4,155	13	5.0	5.0
Depreciation and amortization	3,970	3,793	5	4.2	4.5
Fuel	5,115	2,882	77	5.5	3.4
Maintenance and repairs	3,372	3,328	1	3.6	4.0
Business realignment costs ⁽²⁾	278	116	140	0.3	0.1
Other ⁽³⁾	13,644	11,981	14	14.6	14.3
Total operating expenses	\$ 87,267	\$ 78,102	12	93.3	93.0
Total operating income	\$ 6,245	\$ 5,857	7	6.7 %	7.0 %

⁽¹⁾ Includes TNT Express integration expenses of \$132 million in 2022 and \$210 million in 2021.

⁽²⁾ Includes costs associated with the workforce reduction plan in Europe.

⁽³⁾ Includes a \$210 million charge in 2022 related to pre- and post-judgment interest in connection with a FedEx Ground legal matter.

The challenging labor market and inflationary pressures contributed to increases in purchased transportation, salaries and employee benefits, and other operating expenses in 2022. Higher fuel surcharges also contributed to increased purchased transportation costs. Salaries and employee benefits expense also increased in 2022 due to merit increases, partially offset by lower variable incentive compensation expense. Higher self-insurance accruals, increased costs related to information technology expenses, a charge related to pre- and post-judgment interest in connection with a FedEx Ground legal matter, and additional volume-related expenses also contributed to an increase in other operating expense in 2022. Rentals and landing fees increased in 2022 primarily driven by increased vehicle and aircraft leases at FedEx Express, as well as network expansion at FedEx Ground.

Fuel

We apply a fuel surcharge on our air and ground services, most of which are adjusted on a weekly basis. The fuel surcharge is based on a weekly fuel price from two weeks prior to the week in which it is assessed. Some FedEx Express international fuel surcharges incorporate a timing lag of approximately six to eight weeks. We routinely review our fuel surcharges and periodically update the tables used to determine our fuel surcharges at all of our transportation segments. The net impact of fuel on operating income described below and for each segment below does not include the impact from these ordinary-course table changes.

While fluctuations in fuel surcharge percentages can be significant from period to period, fuel surcharges represent one of the many individual components of our pricing structure that impact our overall revenue and yield. Additional components include the mix of services sold, the base price, and extra service charges we obtain for these services and level of pricing discounts offered.

In order to provide information about the impact of fuel surcharges on the trend in revenue and yield growth, we have included the comparative weighted-average fuel surcharge percentages in effect for 2022 and 2021 in the accompanying discussions of each of our transportation segments.

Fuel expense increased 77% during 2022 due to higher fuel prices. In addition to variability in usage and market prices, the manner in which we purchase fuel also influences the net impact of fuel on our results. For example, our contracts for jet fuel purchases at FedEx Express are tied to various indices, including the U.S. Gulf Coast index. While many of these indices are aligned, each index may fluctuate at a different pace, driving variability in the prices paid for jet fuel. Furthermore, under these contractual arrangements, approximately 70% of our jet fuel is purchased based on the index price for the preceding week, with the remainder of our purchases tied primarily to the index price for the preceding month and preceding day, rather than based on daily spot rates. These contractual provisions mitigate the impact of rapidly changing daily spot rates on our jet fuel purchases.

Because of the factors described above, our operating results may be affected should the market price of fuel suddenly change by a significant amount or change by amounts that do not result in an adjustment in our fuel surcharges, which can significantly affect our earnings either positively or negatively in the short-term. For more information, see "Item 1A. Risk Factors."

The net impact of fuel had a significant benefit to operating income in 2022 as higher fuel surcharges outpaced increased fuel prices. The net impact of fuel on our operating results does not consider the effects that fuel surcharge levels may have on our business, including changes in demand and shifts in the mix of services purchased by our customers. In addition, our purchased transportation expense is impacted by fuel costs.

Other Income and Expense

Interest expense decreased \$104 million in 2022 primarily due to the 2021 debt extinguishment transactions further discussed in the "Liquidity" section of this MD&A and Note 7 of the accompanying consolidated financial statements. During 2021, we issued \$3.25 billion of senior unsecured debt under our shelf registration statement and used the net proceeds to redeem outstanding debt. In connection with our debt restructuring, we recognized a loss on debt extinguishment of \$393 million (\$297 million, net of tax, or \$1.11 per diluted share) in 2021. See Note 7 of the accompanying consolidated financial statements for more information.

Retirement Plans MTM Adjustments

In 2022, we incurred a pre-tax, noncash MTM loss of \$1.6 billion (\$1.2 billion, net of tax, or \$4.49 per diluted share), which includes a net loss of \$1.3 billion (\$1.0 billion, net of tax, or \$3.76 per diluted share) related to the year-end actuarial adjustments of pension and postretirement healthcare plans' assets and liabilities. These actuarial adjustments were due to lower than expected asset returns, demographic experience, and an update to the mortality assumption, partially offset by higher discount rates.

In addition, we incurred a pre-tax, noncash MTM net loss of \$260 million (\$195 million, net of tax, or \$0.73 per diluted share) in the second quarter of 2022, of which \$224 million was related to the termination of the TNT Express Netherlands Pension Plan. Effective October 1, 2021, the responsibility of all pension assets and liabilities of this plan was transferred to a separate, multi-employer pension plan. The remaining \$36 million net loss was related to the U.S. FedEx Freight Pension Plan and consisted of a \$75 million MTM loss due to a lower discount rate in the second quarter of 2022, partially offset by a \$39 million curtailment gain.

In 2021, we incurred a pre-tax, noncash MTM gain of \$1.2 billion (\$936 million, net of tax, or \$3.48 per diluted share) related to the year-end actuarial adjustments of pension and postretirement healthcare plans' assets and liabilities. These actuarial adjustments were due to higher than expected asset returns and an improved discount rate.

Additionally, in 2021, we incurred a pre-tax, noncash MTM net loss of \$52 million (\$41 million, net of tax, or \$0.15 per diluted share) related to amendments to the TNT Express Netherlands Pension Plan. Benefits for approximately 2,100 employees were frozen effective December 31, 2020. On January 1, 2021, these employees began earning pension benefits under a separate, multi-employer pension plan. This \$52 million net loss consisted of a \$106 million MTM loss due to a lower discount rate and a \$54 million curtailment gain.

For more information, see the "Critical Accounting Estimates" section of this MD&A and Note 1 and Note 14 of the accompanying consolidated financial statements.

Income Taxes

The 2022 tax provision was favorably impacted by a benefit of \$142 million related to revisions of prior year tax estimates identified during the preparation of U.S. and foreign tax returns. The 2022 tax provision was also favorably impacted by changes in our corporate legal entity structure.

The 2021 tax provision includes a benefit of \$279 million from an increase in our 2020 tax loss that the CARES Act allowed to be carried back to 2015, when the U.S. federal income tax rate was 35%. The 2021 tax provision also includes a benefit of \$66 million from a tax rate increase in the Netherlands applied to our deferred tax asset balances and was unfavorably impacted by an increase in uncertain tax positions for matters in multiple jurisdictions.

We are subject to taxation in the U.S. and various U.S. state, local, and foreign jurisdictions. We are currently under examination by the Internal Revenue Service ("IRS") for the 2016 through 2019 tax years. It is reasonably possible that certain income tax return proceedings will be completed during the next 12 months and could result in a change in our balance of unrecognized tax benefits. However, we believe we have recorded adequate amounts of tax, including interest and penalties, for any adjustments expected to occur.

During 2021, we filed suit in U.S. District Court for the Western District of Tennessee challenging the validity of a tax regulation related to the one-time transition tax on unrepatriated foreign earnings, which was enacted as part of the Tax Cuts and Jobs Act ("TCJA"). Our lawsuit seeks to have the court declare this regulation invalid and order the refund of overpayments of U.S. federal income taxes for 2018 and 2019 attributable to the denial of foreign tax credits under the regulation. We have recorded a cumulative benefit of \$215 million through 2022 attributable to our interpretation of the TCJA and the Internal Revenue Code. We continue to pursue this lawsuit; however, if we are ultimately unsuccessful in defending our position, we may be required to reverse the benefit previously recorded.

For more information on income taxes, see the "Critical Accounting Estimates" section of this MD&A and Note 13 of the accompanying consolidated financial statements.

Business Acquisitions

See Note 4 of the accompanying consolidated financial statements for a discussion of business acquisitions.

Equity Investment

On December 8, 2021, FedEx Express entered into equity and commercial agreements with Delhivery Limited ("Delhivery"). As part of the collaboration, FedEx Express made a \$100 million equity investment in Delhivery, FedEx Express sold certain assets pertaining to its domestic business in India to Delhivery, and the companies entered into a long-term commercial agreement. FedEx Express will focus on international export and import services to and from India, and Delhivery will, in addition to FedEx, sell FedEx Express international services in the India market and provide pickup-and-delivery services across India. This transaction was recorded in the third quarter of 2022 and was not material to our results of operations.

Russia and Ukraine Conflict

The conflict in Russia and Ukraine that began in February 2022 continues as of the date of this Annual Report. The safety of our team members in Ukraine is our top priority. We are providing team members in Ukraine with financial assistance and other resources. We have provided more than \$2.3 million in humanitarian aid to support those impacted by the conflict in Ukraine, which includes \$1 million of in-kind shipping to organizations who are transporting supplies into the area. As we focus on the safety of our team members, we have suspended all services in Ukraine, Russia, and Belarus, which has not had and is not expected to have a material impact on our business or results of operations. For more information about the conflict between Russia and Ukraine and its effect on FedEx's business and results of operations, see "Item 1A. Risk Factors" of this Annual Report.

Outlook

During 2023, we anticipate revenue and operating income growth will be driven by improved yields and cost control actions, as we continue to focus on yield management and revenue quality to help mitigate the impact of slowing economic conditions on our volumes and inflationary pressures on our costs. We will continue to manage network capacity to demand levels, flexing our network and making adjustments as needed to align operating costs to volumes. We will also continue executing targeted actions to improve productivity and lower costs both through advanced technology and optimization of operations.

During 2023, we expect to continue our ongoing initiatives aimed to transform and optimize the FedEx Express international business, particularly in Europe. These actions are focused on reducing the complexity and fragmentation of our international business, improving efficiency to meet changing customer expectations and business dynamics, lowering costs, increasing profitability, and improving service levels. As part of this strategy, in 2021 we announced a workforce reduction plan in Europe, which we expect to be substantially complete in 2023, with aggregate spend through the completion of the program anticipated to be approximately \$420 million in cash expenditures. We expect savings from our business realignment activities to be between \$275 million and \$350 million on an annualized basis beginning in 2024. See the "Business Realignment Costs" section of this MD&A for additional information.

Our capital expenditures for 2023 are expected to be consistent with 2022 at approximately \$6.8 billion. We expect increased investment in replacement vehicles including our vehicle electrification initiative, information technology, and strategic initiatives aimed to optimize operations across our networks to be offset with lower aircraft fleet modernization spend. Our expected capital expenditures for 2023 also include investments in facilities and equipment at FedEx Ground, and the FedEx Express Indianapolis and Memphis hub expansion and modernization programs.

We will continue to evaluate our investments in critical long-term strategic projects to ensure our capital expenditures are expected to generate high returns on investment and are balanced with our outlook for global economic conditions. For additional details on key 2023 capital projects, refer to the "Financial Condition – Capital Resources" and "Financial Condition – Liquidity Outlook" sections of this MD&A.

The uncertainty of a slowing global economy, geopolitical challenges including the ongoing conflict between Russia and Ukraine, and the continuing effect of the COVID-19 pandemic, and the impact these factors will have on the rate of growth of global trade, supply chains, fuel prices, and our business in particular, make any expectations for 2023 inherently less certain. See "Item 1A. Risk Factors" for more information.

See "Item 1A. Risk Factors" and "Forward-Looking Statements" for a discussion of these and other potential risks and uncertainties that could materially affect our future performance.

Seasonality of Business

Our businesses are cyclical in nature, as seasonal fluctuations affect volumes, revenue, and earnings. Historically, the U.S. express package business experiences an increase in volumes in late November and December. International business, particularly in the Asia-to-U.S. market, peaks in October and November in advance of the U.S. holiday sales season. Our first and third fiscal quarters, because they are summer vacation and post winter-holiday seasons, have historically experienced lower volumes relative to other periods. Normally, the fall is the busiest shipping period for FedEx Ground, while late December, June and July are the slowest periods. For FedEx Freight, the spring and fall are the busiest periods and the latter part of December through February is the slowest period. Shipment levels, operating costs, and earnings for each of our companies can also be adversely affected by inclement weather, particularly the impact of severe winter weather in our third fiscal quarter. See "Item 1A. Risk Factors" for more information.

RECENT ACCOUNTING GUIDANCE

See Note 2 of the accompanying consolidated financial statements for a discussion of recent accounting guidance.

REPORTABLE SEGMENTS

FedEx Express, FedEx Ground, and FedEx Freight represent our major service lines and, along with FedEx Services, constitute our reportable segments. Our reportable segments include the following businesses:

FedEx Express Segment	FedEx Express (express transportation, small-package ground delivery, and freight transportation) FedEx Custom Critical, Inc. (time-critical transportation)
FedEx Ground Segment	FedEx Ground (small-package ground delivery)
FedEx Freight Segment	FedEx Freight (LTL freight transportation)
FedEx Services Segment	FedEx Services (sales, marketing, information technology, communications, customer service, technical support, billing and collection services, and back-office functions)

During the third quarter of 2022, FedEx Cross Border Holdings, Inc. was merged into FedEx Express.

FEDEX SERVICES SEGMENT

The FedEx Services segment provides direct and indirect support to our operating segments, and we allocate all of the net operating costs of the FedEx Services segment to reflect the full cost of operating our businesses in the results of those segments. We review and evaluate the performance of our transportation segments based on operating income (inclusive of FedEx Services segment allocations). For the FedEx Services segment, performance is evaluated based on the impact of its total allocated net operating costs on our operating segments.

Operating expense for each of our transportation segments include the allocations from the FedEx Services segment to the respective transportation segments. These allocations include charges and credits for administrative services provided between operating companies. The allocations of net operating costs are based on metrics such as relative revenue or estimated services provided. We believe these allocations approximate the net cost of providing these functions. Our allocation methodologies are refined periodically, as necessary, to reflect changes in our businesses.

CORPORATE, OTHER, AND ELIMINATIONS

Corporate and other includes corporate headquarters costs for executive officers and certain legal and finance functions, including certain other costs and credits not attributed to our core business, as well as certain costs associated with developing our innovative digitally strategic pillar through our FedEx Dataworks, Inc. (including ShopRunner, Inc.) (“FedEx Dataworks”) operating segment. FedEx Dataworks is focused on creating solutions to transform the digital and physical experiences of our customers and team members.

Also included in Corporate and other are the FedEx Office and Print Services, Inc. operating segment, which provides an array of document and business services and retail access to our customers for our package transportation businesses, and the FedEx Logistics operating segment, which provides integrated supply chain management solutions, specialty transportation, customs brokerage, and global ocean and air freight forwarding.

The results of Corporate, other, and eliminations are not allocated to the other business segments.

In 2022, the increase in operating results in Corporate, other, and eliminations was primarily due to improved operating income at FedEx Logistics. Market capacity constraints related to the COVID-19 pandemic drove higher revenue due to increased yields, partially offset by higher purchased transportation costs. In addition, 2022 operating results in Corporate, other, and eliminations include a \$210 million charge recognized in the fourth quarter of 2022 related to pre- and post-judgment interest in connection with a FedEx Ground legal matter. See Note 19 of the accompanying consolidated financial statements for more information.

Certain FedEx operating companies provide transportation and related services for other FedEx companies outside their reportable segment in order to optimize our resources. For example, during 2022 FedEx Ground provided delivery support for certain FedEx Express packages as part of our last-mile optimization efforts, and FedEx Freight provided road and intermodal support for both FedEx Ground and FedEx Express. In addition, FedEx Express is working with FedEx Logistics to secure air charters for U.S. customers. Billings for such services are based on negotiated rates, which we believe approximate fair value, and are reflected as revenue of the billing segment. These rates are adjusted from time to time based on market conditions. Such intersegment revenue and expenses are eliminated in our consolidated results and are not separately identified in the following segment information because the amounts are not material.

FEDEX EXPRESS SEGMENT

FedEx Express offers a wide range of U.S. domestic and international shipping services for delivery of packages and freight including priority, deferred, and economy services, which provide delivery on a time-definite or day-definite basis. The following table compares revenue, operating expenses, operating income (dollars in millions), operating margin, and operating expenses as a percent of revenue for the years ended May 31:

	2022	2021	Percent Change		
Revenue:					
Package:					
U.S. overnight box	\$ 9,084	\$ 8,116	12		
U.S. overnight envelope	1,971	1,791	10		
U.S. deferred	<u>5,330</u>	<u>4,984</u>	7		
Total U.S. domestic package revenue	16,385	14,891	10		
International priority	12,130	10,317	18		
International economy	<u>2,838</u>	<u>2,632</u>	8		
Total international export package revenue	14,968	12,949	16		
International domestic ⁽¹⁾	<u>4,340</u>	<u>4,640</u>	(6)		
Total package revenue	35,693	32,480	10		
Freight:					
U.S.	3,041	3,325	(9)		
International priority	3,840	3,030	27		
International economy	<u>1,653</u>	<u>1,582</u>	4		
International airfreight	<u>177</u>	<u>245</u>	(28)		
Total freight revenue	8,711	8,182	6		
Other	<u>1,410</u>	<u>1,416</u>	—	2022	2021
Total revenue	45,814	42,078	9	100.0 %	100.0 %
Operating expenses:					
Salaries and employee benefits	16,435	16,217	1	35.9	38.5
Purchased transportation	6,322	5,744	10	13.8	13.7
Rentals and landing fees	<u>2,568</u>	<u>2,296</u>	12	5.6	5.5
Depreciation and amortization	<u>2,007</u>	<u>1,946</u>	3	4.4	4.6
Fuel	<u>4,418</u>	<u>2,461</u>	80	9.6	5.8
Maintenance and repairs	<u>2,120</u>	<u>2,228</u>	(5)	4.6	5.3
Business realignment costs	<u>278</u>	<u>116</u>	140	0.6	0.3
Intercompany charges	<u>1,997</u>	<u>1,996</u>	—	4.4	4.7
Other	<u>6,747</u>	<u>6,264</u>	8	14.7	14.9
Total operating expenses	<u>42,892</u>	<u>39,268</u>	9	93.6 %	93.3 %
Operating income	<u>\$ 2,922</u>	<u>\$ 2,810</u>	4		
Operating margin	6.4 %	6.7 %	(30) bp		

⁽¹⁾ International domestic revenue relates to our international intra-country operations.

The following table compares selected statistics (in thousands, except yield amounts) for the years ended May 31:

	2022	2021	Percent Change
Package Statistics			
Average daily package volume (ADV):			
U.S. overnight box	1,421	1,427	—
U.S. overnight envelope	506	505	—
U.S. deferred	<u>1,262</u>	<u>1,351</u>	(7)
Total U.S. domestic ADV	3,189	3,283	(3)
International priority	786	752	5
International economy	<u>277</u>	<u>284</u>	(2)
Total international export ADV	1,063	1,036	3
International domestic ⁽¹⁾	1,954	2,362	(17)
Total ADV	<u>6,206</u>	<u>6,681</u>	(7)
Revenue per package (yield):			
U.S. overnight box	\$ 25.07	\$ 22.31	12
U.S. overnight envelope	15.28	13.90	10
U.S. deferred	16.56	14.46	15
U.S. domestic composite	20.15	17.79	13
International priority	60.54	53.84	12
International economy	40.13	36.32	10
International export composite	55.21	49.03	13
International domestic ⁽¹⁾	8.71	7.70	13
Composite package yield	22.56	19.06	18
Freight Statistics			
Average daily freight pounds:			
U.S.	7,935	9,231	(14)
International priority	6,671	6,155	8
International economy	<u>11,978</u>	<u>12,245</u>	(2)
International airfreight	1,160	1,469	(21)
Total average daily freight pounds	<u>27,744</u>	<u>29,100</u>	(5)
Revenue per pound (yield):			
U.S.	\$ 1.50	\$ 1.41	6
International priority	2.26	1.93	17
International economy	0.54	0.51	6
International airfreight	0.60	0.65	(8)
Composite freight yield	1.23	1.10	12

⁽¹⁾ International domestic statistics relate to our international intra-country operations.

FedEx Express Segment Revenue

FedEx Express segment revenue increased 9% in 2022 primarily due to global package and international priority freight yield management actions, including higher fuel surcharges. These factors were partially offset by decreased international domestic package volume driven by yield management actions. Additionally, we experienced lower U.S. average daily freight pounds primarily due to decreased demand and a reduction in charter flights, as well as decreased U.S. domestic package volume due to a decline in our deferred service offerings, reflecting year-over-year impacts of the COVID-19 pandemic on consumer behavior in 2022.

Yield improvement, including higher fuel surcharges, drove increases in international export package yield of 13%, U.S. domestic package yield of 13%, composite freight yield of 12%, and international domestic package yield of 13% in 2022. International export average daily volumes increased 3% primarily due to growth in our international priority service offering, as industry-wide capacity constraints and actions to prioritize premium-yielding products drove a mix shift from international economy to international priority services. Total average daily freight pounds decreased 5% primarily due to decreased demand and a reduction in charter flights. This decrease was partially offset by higher international priority freight pounds resulting from increased demand for international freight capacity in 2022.

FedEx Express's U.S. domestic and outbound fuel surcharge and international fuel surcharges ranged as follows for the years ended May 31:

	2022	2021
U.S. Domestic and Outbound Fuel Surcharge:		
Low	7.7%	2.7%
High	26.7	8.0
Weighted-average	13.1	4.9
International Export and Freight Fuel Surcharge:		
Low	6.4	0.3
High	42.4	22.0
Weighted-average	23.0	12.8
International Domestic Fuel Surcharge:		
Low	3.9	2.6
High	44.8	20.4
Weighted-average	10.1	6.4

FedEx Express Segment Operating Income

FedEx Express segment operating income increased 4% in 2022 primarily due to yield management actions, including the favorable net impact of fuel, lower variable incentive compensation expense, and less severe weather experienced in 2022, partially offset by higher operating expenses related to labor market challenges and inflationary pressures. The COVID-19 pandemic and geopolitical uncertainty negatively impacted our operations in 2022 as we experienced reduced shipping demand and network disruptions, particularly in the second half of the year. In addition, we experienced lower U.S. average daily freight pounds due to decreased demand and a reduction in charter flights in 2022.

FedEx Express prior year operating results included a pre-tax benefit of approximately \$165 million from a reduction in aviation excise taxes provided by the CARES Act, which expired on December 31, 2020 and negatively affected year-over-year comparisons in 2022.

FedEx Express segment results include business realignment costs of \$278 million in 2022 associated with our workforce reduction plan in Europe. See the "Business Realignment Costs" section of this MD&A for more information. FedEx Express segments results also include approximately \$115 million of TNT Express integration expenses in 2022, a decrease of \$61 million from 2021.

Purchased transportation expense increased 10% in 2022 primarily due to higher utilization of third-party transportation providers and increased rates. Other operating expense increased 8% in 2022 primarily due to higher outside service contract expense, which includes variable costs driven by the constrained labor market, as well as additional volume-related expenses. Rentals and landing fees expense increased 12% in 2022 primarily due to increased vehicle and aircraft leases. Salaries and employee benefits expense increased 1% in 2022 primarily due to higher labor costs related to the constrained labor market and wage pressures, partially offset by lower variable incentive compensation expense.

Fuel expense increased 80% in 2022 due to increased fuel prices. The net impact of fuel had a significant benefit to operating income in 2022 as higher fuel surcharges outpaced increased fuel prices. See the "Results of Operations and Outlook – Consolidated Results – Fuel" section of this MD&A for a description and additional discussion of the net impact of fuel on our operating results.

FedEx Express Segment Outlook

In 2023, we will focus on actions to improve global network efficiencies and lower our cost to serve as we expect rising uncertainty from the slowing economic environment, including inflationary pressures and geopolitical conditions, to impact our business. In addition, we will execute our disciplined revenue management strategy and implement cost control actions to drive improved revenue and operating income. We will focus on returning to industry-leading service to support yield improvement.

Capital expenditures at FedEx Express are expected to be relatively flat in 2023, with an increase in capital spend primarily related to vehicle purchases including our vehicle electrification initiative, investments in information technology, and package handling equipment, offset by a decrease in aircraft spend. We continue to make multi-year investments in our facilities to expand and modernize the Indianapolis hub and the Memphis World Hub.

FEDEX GROUND SEGMENT

FedEx Ground service offerings include day-certain delivery to businesses in the U.S. and Canada and to 100% of U.S. residences. Prior year statistical information has been revised to conform to the current year presentation. The following table compares revenue, operating expenses, operating income (dollars in millions), operating margin, selected package statistics (in thousands, except yield amounts), and operating expenses as a percent of revenue for the years ended May 31:

	2022	2021	Percent Change	Percent of Revenue	
				2022	2021
Revenue	\$ 33,232	\$ 30,496	9	100.0 %	100.0 %
Operating expenses:					
Salaries and employee benefits	7,101	6,060	17	21.4	19.9
Purchased transportation	15,232	14,126	8	45.8	46.3
Rentals	1,410	1,166	21	4.2	3.8
Depreciation and amortization	919	843	9	2.8	2.8
Fuel	32	21	52	0.1	0.1
Maintenance and repairs	584	496	18	1.7	1.6
Intercompany charges	1,954	1,862	5	5.9	6.1
Other	3,358	2,729	23	10.1	8.9
Total operating expenses	<u>30,590</u>	<u>27,303</u>	<u>12</u>	<u>92.0 %</u>	<u>89.5 %</u>
Operating income	<u>\$ 2,642</u>	<u>\$ 3,193</u>	<u>(17)</u>		
Operating margin	8.0 %	10.5 %	(250) bp		
Average daily package volume (ADV) ⁽¹⁾ :					
Ground commercial	4,549	4,312	5		
Home delivery	4,223	4,048	4		
Economy	1,130	1,594	(29)		
Total ADV	<u>9,902</u>	<u>9,954</u>	<u>(1)</u>		
Revenue per package (yield)	\$ 10.64	\$ 9.70	10		

⁽¹⁾ Ground commercial ADV is calculated on a 5-day-per-week basis, while home delivery and economy ADV are calculated on a 7-day-per-week basis.

FedEx Ground Segment Revenue

FedEx Ground segment revenue increased 9% in 2022 due to yield management actions, including higher fuel surcharges, as well as two additional ground commercial operating weekdays. In addition, a mix shift to higher yielding services due to strategic actions to improve revenue quality and growth in our commercial services as business returned to pre-pandemic levels contributed to the increase in revenue in 2022.

FedEx Ground yield increased 10% in 2022 primarily due to higher fuel surcharges, product mix, and revenue management actions. Average daily volume decreased 1% in 2022 driven by lower economy volume, partially offset by growth in ground commercial and home delivery services. Strategic actions to improve revenue quality and prioritize capacity for higher yielding business-to-consumer volume drove a mix shift from economy to home delivery services in 2022. Commercial services experienced growth in 2022 as business returned to pre-pandemic levels.

The FedEx Ground fuel surcharge is based on a rounded average of the national U.S. on-highway average price for a gallon of diesel fuel, as published by the Department of Energy. The fuel surcharge ranged as follows for the years ended May 31:

	2022	2021
Low	8.0 %	5.5 %
High	19.3	8.0
Weighted-average	12.1	6.4

FedEx Ground Segment Operating Income

FedEx Ground segment operating income decreased 17% in 2022 primarily due to higher operating expenses related to labor market challenges and inflationary pressures, as well as incremental costs associated with changes to our product mix. The constrained labor market affected the availability and cost of labor resulting in higher purchased transportation costs, network inefficiencies, and higher wage rates. In addition, higher self-insurance accruals and increased costs resulting from network expansion negatively impacted operating income in 2022. These factors were partially offset by yield management actions, including the favorable net impact of fuel, a favorable mix shift to higher yielding services, growth in commercial services, and two additional ground commercial operating weekdays in 2022.

Purchased transportation expense increased 8% in 2022 due to higher fuel surcharges, as well as the challenging labor market resulting in increased rates, higher utilization of third-party service providers, and network inefficiencies. Salaries and employee benefits expense increased 17% in 2022 due to inflationary pressures and network inefficiencies related to the constrained labor market. Other operating expense increased 23% in 2022 primarily due to higher self-insurance accruals, higher variable costs associated with the constrained labor market, and additional volume-related expenses. Rentals expense increased 21% in 2022 due to network expansion.

The net impact of fuel had a significant benefit to operating income in 2022 as higher fuel surcharges outpaced increased fuel prices. See the “Results of Operations and Outlook – Consolidated Results – Fuel” section of this MD&A for a description and additional discussion of the net impact of fuel on our operating results.

FedEx Ground Segment Outlook

In 2023, FedEx Ground will focus on specific productivity and workforce initiatives to optimize operations and reduce cost to serve. In addition, we are making strategic technology investments to improve safety and efficiency within our operations, as well as executing targeted actions to enhance the hiring process, improve retention, and align staffing levels with network demands. We will also continue executing pricing initiatives to mitigate slowing market demand and network capacity dynamics, while delivering consistently superior service and improving the recipient experience to retain and grow the customer base. We anticipate these actions, as well as cost control measures, will result in improved revenue and operating income in 2023.

Capital expenditures at FedEx Ground are expected to decrease in 2023 primarily related to lower spending on trailers and investments in information technology.

FEDEX FREIGHT SEGMENT

FedEx Freight LTL service offerings include priority services when speed is critical and economy services when time can be traded for savings. The following table compares revenue, operating expenses, operating income (dollars in millions), operating margin, selected statistics, and operating expenses as a percent of revenue for the years ended May 31:

	2022	2021	Percent Change	Percent of Revenue	
				2022	2021
Revenue	\$ 9,532	\$ 7,833	22	100.0 %	100.0 %
Operating expenses:					
Salaries and employee benefits	4,140	3,666	13	43.4	46.8
Purchased transportation	976	827	18	10.2	10.6
Rentals	245	229	7	2.6	2.9
Depreciation and amortization	406	417	(3)	4.3	5.3
Fuel	662	398	66	7.0	5.1
Maintenance and repairs	274	227	21	2.9	2.9
Intercompany charges	517	505	2	5.4	6.5
Other	649	559	16	6.8	7.1
Total operating expenses	<u>7,869</u>	<u>6,828</u>	<u>15</u>	<u>82.6 %</u>	<u>87.2 %</u>
Operating income	<u>\$ 1,663</u>	<u>\$ 1,005</u>	<u>65</u>		
Operating margin	17.4 %	12.8 %	460 bp		
Average daily shipments (in thousands):					
Priority	79.1	76.2	4		
Economy	32.6	32.2	1		
Total average daily shipments	<u>111.7</u>	<u>108.4</u>	<u>3</u>		
Weight per shipment:					
Priority	1,092	1,104	(1)		
Economy	947	987	(4)		
Composite weight per shipment	1,050	1,069	(2)		
Revenue per shipment:					
Priority	\$ 320.76	\$ 269.98	19		
Economy	368.08	313.67	17		
Composite revenue per shipment	\$ 334.57	\$ 282.95	18		
Revenue per hundredweight:					
Priority	\$ 29.38	\$ 24.45	20		
Economy	38.86	31.80	22		
Composite revenue per hundredweight	\$ 31.88	\$ 26.46	20		

FedEx Freight Segment Revenue

FedEx Freight segment revenue increased 22% in 2022 primarily due to yield management actions, including higher fuel surcharges, as well as increased average daily shipments.

Revenue per shipment increased 18% in 2022 primarily due to revenue quality initiatives, including higher fuel surcharges, which more than offset the effect of slightly lower weight per shipment. Average daily shipments increased 3% in 2022 due to higher demand for our service offerings.

The weekly indexed fuel surcharge is based on the average of the U.S. on-highway prices for a gallon of diesel fuel, as published by the Department of Energy. The indexed FedEx Freight fuel surcharge ranged as follows for the years ended May 31:

	2022	2021
Low	25.4 %	21.0 %
High	49.0	25.4
Weighted-average	31.2	22.5

FedEx Freight Segment Operating Income

FedEx Freight segment operating income increased significantly in 2022 driven by continued focus on revenue quality and profitable growth. Severe winter weather experienced in the prior year, as well as one additional operating day, benefited our year-over-year operating income comparisons in 2022. Higher purchased transportation costs and wage rates as a result of constrained labor market conditions negatively affected results in 2022.

Salaries and employee benefits increased 13% in 2022 primarily due to merit increases, higher volumes, and higher labor costs in the constrained labor market. Purchased transportation increased 18% in 2022 primarily due to the challenging labor market resulting in higher utilization of third-party service providers and increased rates, as well as higher fuel surcharges.

Fuel expense increased 66% in 2022 primarily due to increased fuel prices. The net impact of fuel had a significant benefit to operating income in 2022 as higher fuel surcharges outpaced increased fuel prices. See the “Results of Operations and Outlook – Consolidated Results – Fuel” section of this MD&A for a description and additional discussion of the net impact of fuel on our operating results.

FedEx Freight Segment Outlook

We expect higher revenue and operating income for 2023 as we continue to utilize technology to improve the customer experience and deliver profitable growth. We remain focused on safety, revenue quality, and improving operational productivities and efficiencies to mitigate the impact of slowing economic conditions on our business. We will continue to invest in FedEx Freight Direct, a service to meet the needs of the growing e-commerce market for delivery of heavy, bulky products to or through the door for residences and businesses, and expect profitable growth in 2023. We will continue to capitalize on opportunities to collaborate with FedEx Ground and FedEx Express by providing road, pickup-and-delivery, dock, and intermodal support.

Capital expenditures at FedEx Freight are expected to increase in 2023 primarily due to fleet modernization and strategic investments in our network to support our focus on the security of our people, assets, and customers’ freight.

FINANCIAL CONDITION

LIQUIDITY

Cash and cash equivalents totaled \$6.9 billion at May 31, 2022, compared to \$7.1 billion at May 31, 2021. The following table provides a summary of our cash flows for the years ended May 31 (in millions):

	2022	2021
Operating activities:		
Net income	\$ 3,826	\$ 5,231
Retirement plans mark-to-market adjustments	1,578	(1,176)
Loss on extinguishment of debt	—	393
Business realignment costs	53	102
Other noncash charges and credits	7,494	7,457
Changes in assets and liabilities	(3,119)	(1,872)
Cash provided by operating activities	<u>9,832</u>	<u>10,135</u>
Investing activities:		
Capital expenditures	(6,763)	(5,884)
Business acquisitions, net of cash acquired	—	(228)
Purchase of investments	(147)	—
Proceeds from asset dispositions and other	94	102
Cash used in investing activities	<u>(6,816)</u>	<u>(6,010)</u>
Financing activities:		
Principal payments on debt	(161)	(6,318)
Proceeds from debt issuances	—	4,212
Proceeds from stock issuances	184	740
Dividends paid	(793)	(686)
Purchase of treasury stock	(2,248)	—
Other, net	(1)	(38)
Cash used in financing activities	<u>(3,019)</u>	<u>(2,090)</u>
Effect of exchange rate changes on cash	(187)	171
Net (decrease) increase in cash and cash equivalents	<u>\$ (190)</u>	<u>\$ 2,206</u>
Cash and cash equivalents at end of period	<u>\$ 6,897</u>	<u>\$ 7,087</u>

Cash Provided by Operating Activities. Cash flows from operating activities decreased \$0.3 billion in 2022 primarily due to timing of variable incentive compensation payments and a decrease in other tax liabilities, including prior year relief from certain taxes in the U.S. pursuant to the CARES Act, partially offset by lower accounts receivable due to the prior year effects of the COVID-19 pandemic, as well as higher net income (net of noncash items).

Cash Used in Investing Activities. Capital expenditures were 15% higher in 2022 primarily due to increased spending on package handling equipment, vehicles and trailers, facilities, and information technology, partially offset by decreased aircraft spending. See “Capital Resources” below for a more detailed discussion of capital expenditures during 2022.

Financing Activities. In January 2016, our Board of Directors approved a stock repurchase program of up to 25 million shares (the “2016 repurchase program”). In December 2021, our Board of Directors authorized a new stock repurchase program of up to \$5 billion of FedEx common stock (the “2022 repurchase program” and together with the 2016 repurchase program, the “repurchase programs”). As part of the repurchase programs, we entered into an ASR agreement with a bank in December 2021 to repurchase an aggregate of \$1.5 billion of our common stock. During 2022, the ASR transaction was completed, and 6.1 million shares were delivered under the ASR agreement. We repurchased 2.8 million additional shares of our common stock during 2022.

The following table provides a summary of repurchases of our common stock for the periods ended May 31 (dollars in millions, except per share amounts):

	2022			2021		
	Total Number of Shares Purchased	Average Price Paid per Share	Total Purchase Price	Total Number of Shares Purchased	Average Price Paid per Share	Total Purchase Price
Common stock repurchases	8,857,202	\$ 253.85	\$ 2,248	—	\$ —	\$ —

As of May 31, 2022, \$4.1 billion remained available to be used for repurchases under the 2022 repurchase program. No shares remain available for repurchase under the 2016 repurchase program. Shares under the 2022 repurchase program may be repurchased from time to time in the open market or in privately negotiated transactions. The program does not have an expiration date and may be suspended or discontinued at any time. See Note 1 of the accompanying consolidated financial statements for additional information.

During 2021, we issued \$3.25 billion of senior unsecured debt under our shelf registration statement and used the net proceeds to redeem \$5.8 billion of outstanding debt and pay associated redemption premiums of \$393 million, eliminating all debt maturities through 2025 and one maturity in 2027. See Note 7 of the accompanying consolidated financial statements for additional information on the terms of the senior unsecured debt, including the Sustainability Notes (defined in Note 7), as well as the debt maturities redeemed.

Additionally, during 2021, FedEx Express issued \$970 million of Pass-Through Certificates, Series 2020-1AA (the “Certificates”) with a fixed interest rate of 1.875% due in February 2034 utilizing pass-through trusts. The Certificates are secured by 19 Boeing aircraft. The payment obligations of FedEx Express in respect of the Certificates are fully and unconditionally guaranteed by FedEx. FedEx Express is using the proceeds from the issuance for general corporate purposes. See Note 7 of the accompanying consolidated financial statements for additional information regarding the terms of the Certificates.

CAPITAL RESOURCES

Our operations are capital intensive, characterized by significant investments in aircraft, package handling and sort equipment, vehicles and trailers, technology, and facilities. The amount and timing of capital investments depend on various factors, including pre-existing contractual commitments, anticipated volume growth, domestic and international economic conditions, new or enhanced services, geographical expansion of services, availability of satisfactory financing, and actions of regulatory authorities.

The following table compares capital expenditures by asset category and reportable segment for the years ended May 31 (in millions):

	2022	2021	Percent Change
Aircraft and related equipment	\$ 2,273	\$ 2,451	(7)
Package handling and ground support equipment	1,737	1,352	28
Vehicles and trailers	717	351	104
Information technology	851	816	4
Facilities and other	1,185	914	30
Total capital expenditures	<u>\$ 6,763</u>	<u>\$ 5,884</u>	15
FedEx Express segment	\$ 3,637	\$ 3,503	4
FedEx Ground segment	2,139	1,446	48
FedEx Freight segment	319	320	—
FedEx Services segment	565	512	10
Other	103	103	—
Total capital expenditures	<u>\$ 6,763</u>	<u>\$ 5,884</u>	15

Capital expenditures increased \$0.9 billion during 2022 primarily due to increased spending on package handling equipment at all transportation segments, higher spending on vehicles and trailers, as well as facilities at FedEx Ground and FedEx Express, and higher information technology spending at FedEx Services, partially offset by decreased aircraft spending at FedEx Express.

GUARANTOR FINANCIAL INFORMATION

We are providing the following information in compliance with Rule 13-01 of Regulation S-X, “Financial Disclosures about Guarantors and Issuers of Guaranteed Securities” with respect to our senior unsecured debt securities and the Certificates.

The \$19.1 billion principal amount of the senior unsecured notes were issued by FedEx under a shelf registration statement and are guaranteed by certain direct and indirect subsidiaries of FedEx (“Guarantor Subsidiaries”). FedEx owns, directly or indirectly, 100% of each Guarantor Subsidiary. The guarantees are (1) unsecured obligations of the respective Guarantor Subsidiary, (2) rank equally with all of their other unsecured and unsubordinated indebtedness, and (3) are full and unconditional and joint and several. If we sell, transfer, or otherwise dispose of all of the capital stock or all or substantially all of the assets of a Guarantor Subsidiary to any person that is not an affiliate of FedEx, the guarantee of that Guarantor Subsidiary will terminate, and holders of debt securities will no longer have a direct claim against such subsidiary under the guarantee.

Additionally, FedEx fully and unconditionally guarantees the payment obligation of FedEx Express in respect of the \$892 million principal amount of the Certificates. See Note 7 of the accompanying consolidated financial statements for additional information regarding the terms of the Certificates.

The following tables present summarized financial information for FedEx (as Parent) and the Guarantor Subsidiaries on a combined basis after transactions and balances within the combined entities have been eliminated.

Parent and Guarantor Subsidiaries

The following table presents the summarized balance sheet information as of May 31, 2022 (in millions):

Current Assets	\$	11,768
Intercompany Receivable		4,157
Total Assets		88,331
Current Liabilities		10,324
Intercompany Payable		—
Total Liabilities		58,883

The following table presents the summarized statement of income information as of May 31, 2022 (in millions):

Revenue	\$	67,449
Intercompany Charges, net		(5,297)
Operating Income		5,105
Intercompany Charges, net		116
Income Before Income Taxes		4,054
Net Income	\$	3,250

The following tables present summarized financial information for FedEx (as Parent Guarantor) and FedEx Express (as Subsidiary Issuer) on a combined basis after transactions and balances within the combined entities have been eliminated.

Parent Guarantor and Subsidiary Issuer

The following table presents the summarized balance sheet information as of May 31, 2022 (in millions):

Current Assets	\$	4,687
Intercompany Receivable		—
Total Assets		68,449
Current Liabilities		5,155
Intercompany Payable		7,473
Total Liabilities		47,830

The following table presents the summarized statement of income information as of May 31, 2022 (in millions):

Revenue	\$	24,438
Intercompany Charges, net		(3,790)
Operating Income		1,633
Intercompany Charges, net		469
Income Before Income Taxes		3,282
Net Income	\$	3,170

LIQUIDITY OUTLOOK

In response to current business and economic conditions as referenced above in the “Outlook” section of this MD&A, we are continuing to actively manage and optimize our capital allocation in a challenging macroeconomic environment due to the ongoing COVID-19 pandemic, labor availability and supply chain constraints, inflationary pressures, rising fuel prices, and geopolitical conflicts. We had \$6.9 billion in cash at May 31, 2022 and have \$3.5 billion in available liquidity under our \$2.0 billion five-year credit agreement (the “Five-Year Credit Agreement) and \$1.5 billion three-year credit agreement (the “Three-Year Credit Agreement” and together with the Five-Year Credit Agreement, the “Credit Agreements”), and we believe that our cash and cash equivalents, cash flow from operations, and available financing sources will be adequate to meet our liquidity needs, which include operational requirements, expected capital expenditures, voluntary pension contributions, dividend payments, and stock repurchases.

We expect to repurchase \$1.5 billion of our common stock in 2023.

Our cash and cash equivalents balance at May 31, 2022 includes \$2.9 billion of cash in foreign jurisdictions associated with our permanent reinvestment strategy. We are able to access the majority of this cash without a material tax cost and do not believe that the indefinite reinvestment of these funds impairs our ability to meet our U.S. domestic debt or working capital obligations.

Our 2023 capital expenditures are expected to be consistent with 2022 at approximately \$6.8 billion. We expect increased investment in replacement vehicles including our vehicle electrification initiative, information technology, and strategic investments aimed to optimize operations across our networks to be offset with lower aircraft fleet modernization spend. Included within our expected 2023 capital expenditures are our continued investments in the FedEx Express Indianapolis hub and FedEx Express Memphis World Hub, which are expected to total \$1.5 billion each over the life of each project. Our expected capital expenditures for 2023 also include \$1.7 billion for delivery of aircraft and related equipment and progress payments toward future aircraft deliveries at FedEx Express. While we continue to invest in our business, the capital intensity relative to revenue is expected to remain below historical levels.

We have additional obligations as part of our ordinary course of business, beyond those committed for capital expenditures, which consist of debt obligations, lease obligations, and obligations and commitments for purchases of goods and services. Refer to Note 7, Note 8, and Note 18 of the accompanying consolidated financial statements for more information. In addition, we have certain tax positions that are further discussed in Note 13 of the accompanying consolidated financial statements. We do not have any guarantees or other off-balance sheet financing arrangements, including variable interest entities, which we believe could have a material impact on our financial condition or liquidity.

We have several aircraft modernization programs underway that are supported by the purchase of Boeing 777 Freighter and Boeing 767-300 Freighter aircraft. These aircraft are significantly more fuel-efficient per unit than the aircraft types previously utilized, and these expenditures are necessary to achieve significant long-term operating savings and to replace older aircraft. Our ability to delay the timing of these aircraft-related expenditures is limited without incurring significant costs to modify existing purchase agreements.

We have a shelf registration statement filed with the Securities and Exchange Commission (“SEC”) that allows us to sell, in one or more future offerings, any combination of our unsecured debt securities and common stock and allows pass-through trusts formed by FedEx Express to sell, in one or more future offerings, pass-through certificates.

The Five-Year Credit Agreement expires in March 2026 and includes a \$250 million letter of credit sublimit. The Three-Year Credit Agreement expires in March 2025. The Credit Agreements are available to finance our operations and other cash flow needs. See Note 7 of the accompanying consolidated financial statements for a description of the terms and significant covenants of the Credit Agreements.

We made a voluntary contribution of \$400 million to our tax qualified U.S. domestic pension plans (“U.S. Pension Plans”) in June 2023 and anticipate making \$400 million of additional voluntary contributions during the remainder of 2023. There are currently no anticipated required minimum contributions to our U.S. Pension Plans based on our funded status and the fact we have a credit balance related to our cumulative excess voluntary pension contributions over those required that exceeds \$3.5 billion. The credit balance is subtracted from plan assets to determine the minimum funding requirements. Therefore, we could eliminate all required contributions to our principal U.S. Pension Plans for several years if we were to choose to waive part of that credit balance in any given year. Our U.S. Pension Plans have ample funds to meet expected benefit payments.

On June 14, 2022, our Board of Directors declared a quarterly cash dividend of \$1.15 per share of common stock. The dividend was paid on July 11, 2022 to stockholders of record as of the close of business on June 27, 2022. Each quarterly dividend payment is subject to review and approval by our Board of Directors, and we evaluate our dividend payment amount on an annual basis. There are no material restrictions on our ability to declare dividends, nor are there any material restrictions on the ability of our subsidiaries to transfer funds to us in the form of cash dividends, loans, or advances.

Standard & Poor's has assigned us a senior unsecured debt credit rating of BBB, a Certificates rating of AA-, a commercial paper rating of A-2, and a ratings outlook of “stable.” Moody’s Investors Service has assigned us an unsecured debt credit rating of Baa2, a Certificates rating of Aa3, a commercial paper rating of P-2, and a ratings outlook of “stable.” If our credit ratings drop, our interest expense may increase. If our commercial paper ratings drop below current levels, we may have difficulty utilizing the commercial paper market. If our senior unsecured debt credit ratings drop below investment grade, our access to financing may become limited.

OTHER BUSINESS MATTERS

On June 24, 2019, FedEx filed suit in U.S. District Court in the District of Columbia seeking to enjoin the U.S. Department of Commerce (the “DOC”) from enforcing prohibitions contained in the Export Administration Regulations against FedEx. On September 11, 2020, the court granted the DOC’s motion to dismiss the lawsuit. On November 5, 2020, we appealed this decision. On July 8, 2022, the U.S. Court of Appeals for the District of Columbia Circuit affirmed the dismissal of the lawsuit.

CRITICAL ACCOUNTING ESTIMATES

The preparation of financial statements in accordance with accounting principles generally accepted in the United States requires management to make significant judgments and estimates to develop amounts reflected and disclosed in the financial statements. In many cases, there are alternative policies or estimation techniques that could be used. We maintain a thorough process to review the application of our accounting policies and to evaluate the appropriateness of the many estimates that are required to prepare the financial statements of a complex, global corporation. However, even under optimal circumstances, estimates routinely require adjustment based on changing circumstances and new or better information.

The estimates discussed below include the financial statement elements that are either the most judgmental or involve the selection or application of alternative accounting policies and are material to our results of operations and financial condition. Management has discussed the development and selection of these critical accounting estimates with the Audit and Finance Committee of our Board of Directors and with our independent registered public accounting firm.

RETIREMENT PLANS

The rules for pension accounting are complex and can produce volatility in our earnings, financial condition, and liquidity. Our defined benefit pension and postretirement benefit plans are measured using actuarial techniques that reflect management’s assumptions for expected returns on assets (“EROA”), discount rate, and demographic experience such as salary increases, expected retirement, mortality, employee turnover, and future increases in healthcare costs. Differences between these assumptions and actual experience are recognized in our earnings through MTM accounting. The components of the MTM adjustments for the period ended May 31 are as follows (presented as loss (gain) in millions):

	2022	2021
Actual versus expected return on assets	\$ 5,109	\$ (1,712)
Discount rate change	(4,486)	(397)
Demographic experience:		
Current year actuarial loss	504	302
Change in future assumptions	314	685
Termination of TNT Express Netherlands pension plan	224	—
Pension plan amendments, including curtailment gains	(87)	(54)
Total MTM loss (gain)	<u>\$ 1,578</u>	<u>\$ (1,176)</u>

Our annual MTM adjustment is highly sensitive to the discount rate and EROA assumptions, which are as follows:

	U.S. Pension Plans		International Pension Plans		Postretirement Healthcare Plans	
	2022	2021	2022	2021	2022	2021
Discount rate used to determine benefit obligation	4.25 %	3.23 %	3.09 %	1.83 %	4.35 %	2.81 %
Discount rate used to determine net periodic benefit cost	3.23	3.14	1.83	1.79	2.81	2.95
Expected long-term rate of return on assets	6.50	6.75	2.39	2.71	—	—

The following sensitivity analysis shows the impact of a 50-basis-point change in the EROA and discount rate assumptions for our largest pension plan and the resulting increase (decrease) in our projected benefit obligation (“PBO”) as of May 31, 2022 and expense for the year ended May 31, 2022 (in millions):

Pension Plan	50 Basis Point Increase		50 Basis Point Decrease	
	<i>Effect on pension expense</i>	\$ (124)	\$ 124	(13)
<i>EROA:</i>				
Effect on pension expense		\$ (124)	\$ 124	
<i>Discount Rate:</i>				
Effect on pension expense		8	(13)	
Effect on PBO		(1,642)	1,820	

See Note 14 of the accompanying consolidated financial statements for further information about our retirement plans.

INCOME TAXES

We are subject to income taxes in the U.S. and numerous foreign jurisdictions. Our income taxes are a function of our income, tax planning opportunities available to us, statutory tax rates, and the income tax laws in the various jurisdictions in which we operate. These tax laws are complex and subject to different interpretations by us and the respective governmental taxing authorities. As a result, significant judgment is required in determining our tax expense and in evaluating our tax positions, including evaluating uncertainties. Also, our effective tax rate is significantly affected by the earnings generated in each jurisdiction, so unexpected fluctuations in the geographic mix of earnings could significantly impact our tax rate. Our intercompany transactions are based on globally accepted transfer pricing principles, which align profits with the business operations and functions of the various legal entities in our international business.

We evaluate our tax positions quarterly and adjust the balances as new information becomes available. These evaluations are based on factors including, but not limited to, changes in facts or circumstances, changes in tax laws or their interpretations, audit activity, and changes in our business. In addition, management considers the advice of third parties in making conclusions regarding tax consequences.

Tax contingencies arise from uncertainty in the application of tax rules throughout the many jurisdictions in which we operate. Despite our belief that our tax return positions are consistent with applicable tax laws, taxing authorities could challenge certain positions. We record tax benefits for uncertain tax positions based upon management's evaluation of the information available at the reporting date. To be recognized in the financial statements, a tax benefit must be at least more likely than not of being sustained based on the technical merits. The benefit for positions meeting the recognition threshold is measured as the largest benefit more likely than not of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. Significant judgment is required in making these determinations and adjustments to unrecognized tax benefits may be necessary to reflect actual taxes payable upon settlement.

Deferred income tax assets represent amounts available to reduce income taxes payable on taxable income in future years. Such assets arise because of temporary differences between the financial reporting and tax bases of assets and liabilities, as well as from net operating loss and tax credit carryforwards. We evaluate the recoverability of these future tax deductions and credits by assessing the adequacy of future expected taxable income from all sources, including reversal of taxable temporary differences, forecasted operating earnings, and available tax planning strategies. These sources of income rely heavily on estimates to make this determination, and as a result there is a risk that these estimates will have to be revised as new information is received. To the extent we do not consider it more likely than not that a deferred tax asset will be recovered, a valuation allowance is established. We believe we will generate sufficient future taxable income to realize the tax benefits related to the remaining net deferred tax assets in our consolidated balance sheets that are not subject to valuation allowances. We record the taxes for global intangible low-taxed income as a period cost.

Our income tax positions are based on currently enacted tax laws. As further guidance is issued by the U.S. Treasury Department, the IRS, and other standard-setting bodies, any resulting changes to our estimates will be treated in accordance with the relevant accounting guidance.

For more information, see the “Income Taxes” section of this MD&A and Note 13 of the accompanying consolidated financial statements.

SELF-INSURANCE ACCRUALS

Our self-insurance reserves are established for estimates of ultimate loss on all incurred claims, including incurred-but-not-reported claims. Components of our self-insurance reserves included in this critical accounting estimate are workers’ compensation claims, vehicle accidents, property and cargo loss, general business liabilities, and benefits paid under employee disability programs. These reserves are primarily based on the actuarially estimated cost of claims incurred as of the balance sheet date. These estimates include judgment about severity of claims, frequency and volume of claims, healthcare inflation, seasonality, and plan designs. The use of any estimation technique in this area is inherently sensitive given the magnitude of claims involved and the length of time until the ultimate cost is known, which may be several years.

We believe our recorded obligations for these expenses are consistently measured on a conservative basis. Nevertheless, changes in accident frequency and severity, healthcare costs, insurance retention levels, and other factors can materially affect the estimates for these liabilities and affect our results of operations. Self-insurance accruals reflected in our balance sheet for the period ended May 31 are as follows (in millions):

	2022	2021
Short-Term	\$ 1,646	\$ 1,193
Long-Term	2,889	2,430
Total	\$ 4,535	\$ 3,623

A five-percent reduction or improvement in the assumed claim severity used to estimate our self-insurance accruals would result in an increase or decrease of approximately \$230 million in our reserves and expenses as of and for the year ended May 31, 2022.

LONG-LIVED ASSETS

USEFUL LIVES AND SALVAGE VALUES. Our business is capital intensive, with approximately 55% of our owned assets invested in our transportation and information system infrastructures.

The depreciation or amortization of our capital assets over their estimated useful lives, and the determination of any salvage values, requires management to make judgments about future events. Because we utilize many of our capital assets over relatively long periods (the majority of aircraft costs are depreciated over 15 to 30 years), we periodically evaluate whether adjustments to our estimated service lives or salvage values are necessary to ensure these estimates properly match the economic use of the asset. These evaluations consider usage, maintenance costs, and economic factors that affect the useful life of an asset. This evaluation may result in changes in the estimated lives and residual values used to depreciate our aircraft and other equipment.

For our aircraft, we consider actual experience with the same or similar aircraft types and future volume projections in estimating the useful lives and expected salvage values. We typically assign no residual value due to the utilization of our aircraft in cargo configuration, which results in little to no value at the end of their useful life. These estimates affect the amount of depreciation expense recognized in a period and, ultimately, the gain or loss on the disposal of the asset. Changes in the estimated lives of assets will result in an increase or decrease in the amount of depreciation recognized in future periods and could have a material impact on our results of operations (as described below). Historically, gains and losses on disposals of operating equipment have not been material. However, such amounts may differ materially in the future due to changes in business levels, technological obsolescence, accident frequency, regulatory changes, and other factors beyond our control.

IMPAIRMENT. As of May 31, 2022, the FedEx Express global air network included a fleet of 696 aircraft (including approximately 300 supplemental aircraft) that provide delivery of packages and freight to more than 220 countries and territories through a wide range of U.S. and international shipping services. While certain aircraft are utilized in primary geographic areas (U.S. versus international), we operate an integrated global network, and utilize our aircraft and other modes of transportation to achieve the lowest cost of delivery while maintaining our service commitments to our customers. Because of the integrated nature of our global network, our aircraft are interchangeable across routes and geographies, giving us flexibility with our fleet planning to meet changing global economic conditions and maintain and modify aircraft as needed.

Because of the lengthy lead times for aircraft manufacture and modifications, we must anticipate volume levels and plan our fleet requirements years in advance, and make commitments for aircraft based on those projections. Furthermore, the timing and availability of certain used aircraft types (particularly those with better fuel efficiency) may create limited opportunities to acquire these aircraft at favorable prices in advance of our capacity needs. These activities create risks that asset capacity may exceed demand. At May 31, 2022, we had two purchased aircraft that were not yet placed into service.

We evaluate our long-lived assets used in operations for impairment when events and circumstances indicate that the undiscounted cash flows to be generated by that asset group are less than the carrying amounts of the asset group and may not be recoverable. If the cash flows do not exceed the carrying value, the asset must be adjusted to its current fair value. We operate integrated transportation networks, and accordingly, cash flows for most of our operating assets are assessed at a network level, not at an individual asset level for our analysis of impairment. Further, decisions about capital investments are evaluated based on the impact to the overall network rather than the return on an individual asset. We make decisions to remove certain long-lived assets from service based on projections of reduced capacity needs or lower operating costs of newer aircraft types, and those decisions may result in an impairment charge. Assets held for disposal must be adjusted to their estimated fair values less costs to sell when the decision is made to dispose of the asset and certain other criteria are met. The fair value determinations for such aircraft may require management estimates, as there may not be active markets for some of these aircraft. Such estimates are subject to revision from period to period.

In the normal management of our aircraft fleet, we routinely idle aircraft and engines temporarily due to maintenance cycles and adjustments of our network capacity to match seasonality and overall customer demand levels. Temporarily idled assets are classified as available-for-use, and we continue to record depreciation expense associated with these assets. These temporarily idled assets are assessed for impairment and remaining life on a quarterly basis. The criteria for determining whether an asset has been permanently removed from service (and, as a result, is potentially impaired) include, but are not limited to, our global economic outlook and the impact of our outlook on our current and projected volume levels, including capacity needs during our peak shipping seasons; the introduction of new fleet types or decisions to permanently retire an aircraft fleet from operations; and changes to planned service expansion activities. At May 31, 2022, we had eight aircraft temporarily idled. These aircraft have been idled for an average of 24 months and are expected to return to revenue service in order to meet expected demand.

LEASES. We utilize operating leases to finance certain of our aircraft, facilities, and equipment. Such arrangements typically shift the risk of loss on the residual value of the assets at the end of the lease period to the lessor. In accordance with the new lease accounting standard adopted in 2020, we had approximately \$17 billion in operating lease liabilities and related right-of-use assets on the balance sheet as of May 31, 2022. The weighted-average remaining lease term of all operating leases outstanding at May 31, 2022 was approximately 10 years.

Our leases generally contain options to extend or terminate the lease. We reevaluate our leases on a regular basis to consider the economic and strategic incentives of exercising the renewal options, and how they align with our operating strategy. Therefore, substantially all the renewal option periods are not included within the lease term and the associated payments are not included in the measurement of the right-of-use asset and lease liability as the options to extend are not reasonably certain at lease commencement. Short-term leases with an initial term of 12 months or less are not recognized in the right-to-use asset and lease liability on the consolidated balance sheets.

The lease liabilities are measured at the lease commencement date and determined using the present value of the minimum lease payments not yet paid and our incremental borrowing rate, which approximates the rate at which we would borrow, on a collateralized basis, over the term of a lease in the applicable currency environment. The interest rate implicit in the lease is generally not determinable in transactions where we are the lessee.

The determination of whether a lease is accounted for as a finance lease or an operating lease requires management to make estimates primarily about the fair value of the asset and its estimated economic useful life. In addition, our evaluation includes ensuring we properly account for build-to-suit lease arrangements and making judgments about whether various forms of lessee involvement during the construction period allow the lessee to control the underlying leased asset during the construction period. We believe we have well-defined and controlled processes for making these evaluations, including obtaining third-party appraisals for material transactions to assist us in making these evaluations.

GOODWILL. We had \$6.5 billion of recorded goodwill at May 31, 2022 and \$7.0 billion of recorded goodwill at May 31, 2021 from our business acquisitions, representing the excess of the purchase price over the fair value of the net assets acquired. Several factors give rise to goodwill in our acquisitions, such as the expected benefits from synergies of the combination and the existing workforce of the acquired business.

Goodwill is reviewed at least annually for impairment. In our evaluation of goodwill impairment, we perform a qualitative assessment that requires management judgment and the use of estimates to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. An entity has an unconditional option to bypass the qualitative assessment for any reporting unit and proceed directly to performing the quantitative goodwill impairment test. An entity may resume performing the qualitative assessment in any subsequent period. We performed both qualitative and quantitative assessments of goodwill in the fourth quarter of 2022 and 2021. This included comparing the fair value of the reporting unit to its carrying value (including attributable goodwill). Fair value is estimated using standard valuation methodologies (principally the income or market approach classified as Level 3 within the fair value hierarchy) incorporating market participant considerations and management's assumptions on revenue growth rates, operating margins, discount rates, and expected capital expenditures. Estimates used by management can significantly affect the outcome of the impairment test. Changes in forecasted operating results and other assumptions could materially affect these estimates.

As part of our qualitative assessment, we consider changes in the macroeconomic environment such as the general economic conditions, limitations on accessing capital, fluctuations in foreign exchange rates, and other developments in equity and credit markets.

The market approach uses observable market data of comparable public companies to estimate fair value utilizing financial metrics such as operating value to earnings before interest, taxes, depreciation, and amortization. We apply judgment to select appropriate comparison companies based on the business operations, growth, size, and risk profile relative to our reporting units. Changes to our selection of comparable companies may result in changes to the estimates of fair value of our reporting units.

Our reporting units with significant recorded goodwill include FedEx Express, FedEx Ground, and FedEx Freight. We evaluated these reporting units during the fourth quarters of 2022 and 2021 and the estimated fair value of each of these reporting units exceeded their carrying values as of the end of 2022 and 2021; therefore, we do not believe that any of these reporting units were impaired as of the balance sheet dates.

LEGAL AND OTHER CONTINGENCIES

We are subject to various loss contingencies in connection with our operations. Contingent liabilities are difficult to measure, as their measurement is subject to multiple factors that are not easily predicted or projected. Further, additional complexity in measuring these liabilities arises due to the various jurisdictions in which these matters occur, which makes our ability to predict their outcome highly uncertain. Moreover, different accounting rules must be employed to account for these items based on the nature of the contingency. Accordingly, significant management judgment is required to assess these matters and to make determinations about the measurement of a liability, if any. Certain pending loss contingencies are described in Note 19 of the accompanying consolidated financial statements. In the opinion of management, the aggregate liability, if any, of individual matters or groups of related matters not specifically described in Note 19 is not expected to be material to our financial position, results of operations, or cash flows. The following describes our methods and associated processes for evaluating these matters.

Because of the complex environment in which we operate, we are subject to numerous legal proceedings and claims, including those relating to general commercial matters, governmental enforcement actions, employment-related claims, and FedEx Ground's service providers. Accounting guidance for contingencies requires an accrual of estimated loss from a contingency, such as a non-income tax or other legal proceeding or claim, when it is probable (i.e., the future event or events are likely to occur) that a loss has been incurred and the amount of the loss can be reasonably estimated. This guidance also requires disclosure of a loss contingency matter when, in management's judgment, a material loss is reasonably possible or probable.

During the preparation of our financial statements, we evaluate our contingencies to determine whether it is probable, reasonably possible, or remote that a liability has been incurred. A loss is recognized for all contingencies deemed probable and estimable, regardless of amount. For unresolved contingencies with potentially material exposure that are deemed reasonably possible, we evaluate whether a potential loss or range of loss can be reasonably estimated.

Our evaluation of these matters is the result of a comprehensive process designed to ensure that accounting recognition of a loss or disclosure of these contingencies is made in a timely manner and involves our legal and accounting personnel, as well as external counsel where applicable. The process includes regular communications during each quarter and scheduled meetings shortly before the completion of our financial statements to evaluate any new legal proceedings and the status of existing matters.

In determining whether a loss should be accrued or a loss contingency disclosed, we evaluate, among other factors:

- the current status of each matter within the scope and context of the entire lawsuit or proceeding (e.g., the lengthy and complex nature of class-action matters);
- the procedural status of each matter;
- any opportunities to dispose of a lawsuit on its merits before trial (i.e., motion to dismiss or for summary judgment);
- the amount of time remaining before a trial date;
- the status of discovery;
- the status of settlement, arbitration, or mediation proceedings; and
- our judgment regarding the likelihood of success prior to or at trial.

In reaching our conclusions with respect to accrual of a loss or loss contingency disclosure, we take a holistic view of each matter based on these factors and the information available prior to the issuance of our financial statements. Uncertainty with respect to an individual factor or combination of these factors may impact our decisions related to accrual or disclosure of a loss contingency, including a conclusion that we are unable to establish an estimate of possible loss or a meaningful range of possible loss. We update our disclosures to reflect our most current understanding of the contingencies at the time we issue our financial statements. However, events may arise that were not anticipated and the outcome of a contingency may result in a loss to us that differs materially from our previously estimated liability or range of possible loss.

Despite the inherent complexity in the accounting and disclosure of contingencies, we believe that our processes are robust and thorough and provide a consistent framework for management in evaluating the potential outcome of contingencies for proper accounting recognition and disclosure.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

INTEREST RATES. While we currently have market risk sensitive instruments related to interest rates, we do not have significant exposure to changing interest rates on our long-term debt. As disclosed in Note 7 to the accompanying consolidated financial statements, we had outstanding fixed-rate long-term debt (exclusive of finance leases) with an estimated fair value of \$18.8 billion at May 31, 2022 and outstanding fixed- and floating-rate long-term debt (exclusive of finance leases) with an estimated fair value of \$23.1 billion at May 31, 2021. Market risk for long-term debt is estimated as the potential decrease in fair value resulting from a hypothetical 10% increase in interest rates and amounts to approximately \$518 million as of May 31, 2022 and approximately \$507 million as of May 31, 2021. The underlying fair values of our long-term debt were estimated based on quoted market prices or on the current rates offered for debt with similar terms and maturities.

We have interest rate risk with respect to our pension and postretirement benefit obligations. Changes in interest rates impact our liabilities associated with these retirement plans, as well as the amount of pension and postretirement benefit expense recognized. Declines in the value of plan assets could diminish the funded status of our pension plans and potentially increase our requirement to make contributions to the plans. Substantial investment losses on plan assets would also increase net pension expense. See the “Critical Accounting Estimates — Retirement Plans” section of “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition” of this Annual Report for more information.

FOREIGN CURRENCY. While we are a global provider of transportation, e-commerce, and business services, the majority of our transactions during the periods presented in this Annual Report are denominated in U.S. dollars. The principal foreign currency exchange rate risks to which we are exposed are in the euro, Chinese yuan, British pound, Canadian dollar, Hong Kong dollar, Australian dollar, Japanese yen, and Mexican peso. Historically, our exposure to foreign currency fluctuations is more significant with respect to our revenue than our expenses, as a significant portion of our expenses are denominated in U.S. dollars, such as aircraft and fuel expenses. Foreign currency fluctuations had a slightly positive impact on operating income in 2022 and a slightly negative impact on operating income in 2021. However, favorable foreign currency fluctuations also may have had an offsetting impact on the price we obtained or the demand for our services, which is not quantifiable. At May 31, 2022, the result of a uniform 10% strengthening in the value of the dollar relative to the currencies in which our transactions are denominated would result in a decrease in expected operating income of approximately \$50 million for 2023. This theoretical calculation assumes that each exchange rate would change in the same direction relative to the U.S. dollar, which is not consistent with our actual experience in foreign currency transactions. In addition to the direct effects of changes in exchange rates, fluctuations in exchange rates also affect the volume of sales or the foreign currency sales price as competitors’ services become more or less attractive. The sensitivity analysis of the effects of changes in foreign currency exchange rates does not factor in a potential change in sales levels or local currency prices.

We maintain derivative financial instruments to manage foreign currency fluctuations related to probable future transactions and cash flows denominated in currencies other than the currency of the transacting entity which impacts our exposure to foreign currency exchange risk. These derivatives are not designated as hedges and are accounted for at fair value with any profit or loss recorded in income, which was immaterial for 2022 and 2021.

COMMODITY. While we have market risk for changes in the price of jet and vehicle fuel, this risk is largely mitigated by our indexed fuel surcharges. For additional discussion of our indexed fuel surcharges, see the “Results of Operations and Outlook — Consolidated Results — Fuel” section of “Item 7. Management’s Discussion and Analysis of Results of Operations and Financial Condition.”

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**MANAGEMENT'S REPORT ON INTERNAL
CONTROL OVER FINANCIAL REPORTING**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended). Our internal control over financial reporting includes, among other things, defined policies and procedures for conducting and governing our business, sophisticated information systems for processing transactions, and a properly staffed, professional internal audit department. Mechanisms are in place to monitor the effectiveness of our internal control over financial reporting and actions are taken to correct all identified deficiencies. Our procedures for financial reporting include the active involvement of senior management, our Audit and Finance Committee, and our staff of highly qualified financial and legal professionals.

Management, with the participation of our principal executive and financial officers, assessed our internal control over financial reporting as of May 31, 2022, the end of our fiscal year. Management based its assessment on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria).

Based on this assessment, management has concluded that our internal control over financial reporting was effective as of May 31, 2022.

The effectiveness of our internal control over financial reporting as of May 31, 2022, has been audited by Ernst & Young LLP (PCAOB ID: 42), the independent registered public accounting firm who also audited the Company's consolidated financial statements included in this Annual Report on Form 10-K. Ernst & Young LLP's report on the Company's internal control over financial reporting is included in this Annual Report on Form 10-K.

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of
FedEx Corporation

Opinion on Internal Control Over Financial Reporting

We have audited FedEx Corporation's internal control over financial reporting as of May 31, 2022, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, FedEx Corporation (the Company) maintained, in all material respects, effective internal control over financial reporting as of May 31, 2022, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of May 31, 2022 and 2021, the related consolidated statements of income, comprehensive income, cash flows and changes in common stockholders' investment for each of the three years in the period ended May 31, 2022, and the related notes and our report dated July 18, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. 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 audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Memphis, Tennessee

July 18, 2022

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of
FedEx Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of FedEx Corporation (the Company) as of May 31, 2022 and 2021, the related consolidated statements of income, comprehensive income, cash flows and changes in common stockholders' investment for each of the three years in the period ended May 31, 2022, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at May 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended May 31, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of May 31, 2022, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated July 18, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. 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 audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Pension Projected Benefit Obligation

Description of the Matter

At May 31, 2022, the Company's aggregated projected benefit obligation for U.S. pension plans was \$28.7 billion and exceeded the \$26.0 billion fair value of U.S. pension plan assets, resulting in an unfunded U.S. pension obligation of \$2.7 billion. The net periodic benefit cost for the year ended May 31, 2022 for the U.S. pension plans was \$1.6 billion. As explained in Note 14 to the consolidated financial statements, the Company sponsors defined benefit pension plans that provide retirement benefits to certain U.S. employees. The Company's projected benefit obligation for the U.S. pension plans is measured using actuarial techniques that reflect management's assumptions for discount rate, future salary increases, employee turnover, mortality, and retirement ages.

Auditing the projected benefit obligation of the U.S. pension plans was complex due to the highly judgmental nature and significant effect of the discount rate used in the measurement process. The discount rate is developed by utilizing the yield on a theoretical portfolio of high-grade corporate bonds that match cash flows to benefit payments, limit the concentration by industry and issuer, and apply screening criteria to exclude bonds with a call feature unless they have a low probability of being called.

*How We
Addressed the
Matter in Our
Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over management's process for estimating the projected benefit obligation of the U.S. pension plans, including management's review of the significant assumptions and assessment of the data inputs provided to the actuary.

To test the projected benefit obligation of the U.S. pension plans, our audit procedures included, among others, evaluating the methodologies used, the significant actuarial assumptions described above, and the underlying data used by the Company. We compared the actuarial assumptions used by management to historical trends and evaluated the change in the projected benefit obligation of the U.S. pension plans from the prior year due to the change in service cost, interest cost, actuarial gains and losses, benefit payments, contributions and other activities. In addition, we involved our actuarial specialists to assist in evaluating management's methodology for determining the discount rate. As part of this assessment, we compared management's selected discount rate to an independently developed range of reasonable discount rates. Additionally, we compared the projected future cash flows of the U.S. pension plans to the prior year projections and compared the current year benefits paid to the prior year projected cash flows. We also tested the completeness and accuracy of the underlying data, including the participant data provided to management's actuarial specialists.

Valuation of Self-Insurance Accruals

*Description of
the Matter*

At May 31, 2022, the Company's self-insurance accruals reflected in the balance sheet were \$4.5 billion. As explained in Note 1 to the consolidated financial statements, self-insurance accruals include costs associated with workers' compensation claims, vehicle accidents, property and cargo loss, general business liabilities, and benefits paid under employee disability programs. These accrued liabilities are primarily based on the actuarially estimated cost of claims, including incurred-but-not-reported (IBNR) claims.

Auditing the Company's self-insurance accruals is complex due to the significant measurement uncertainty inherent to the estimate, the application of management judgment, and the use of various actuarial methods. In addition, the accruals are sensitive due to the volume of claims and the amount of time that can pass before the final cost is known.

*How We
Addressed the
Matter in Our
Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over management's process for estimating self-insurance accruals, including management's review of the assumptions used, results of calculations and assessment of data underlying the accruals.

To evaluate the self-insurance accruals, our audit procedures included, among others, testing the completeness and accuracy of the underlying claims data used by the Company. We involved our actuarial specialists to assist in our evaluation of the methodologies applied by management in establishing the actuarially determined accrual and in reviewing the Company's reinsurance contracts by policy year to assess the Company's self-insured retentions, deductibles, and coverage limits. We compared the Company's accrued amounts to a range developed by our actuarial specialists. Furthermore, we compared the Company's historical estimates of expected incurred losses to actual losses experienced during the current year.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2002.

Memphis, Tennessee

July 18, 2022

FEDEX CORPORATION
CONSOLIDATED BALANCE SHEETS
(IN MILLIONS)

	May 31,	
	2022	2021
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 6,897	\$ 7,087
Receivables, less allowances of \$692 and \$742	11,863	12,069
Spare parts, supplies, and fuel, less allowances of \$360 and \$349	637	587
Prepaid expenses and other	968	837
Total current assets	20,365	20,580
PROPERTY AND EQUIPMENT, AT COST		
Aircraft and related equipment	27,874	26,268
Package handling and ground support equipment	14,930	13,012
Information technology	8,098	7,486
Vehicles and trailers	9,806	9,282
Facilities and other	14,567	14,029
Total property and equipment, at cost	75,275	70,077
Less accumulated depreciation and amortization	37,184	34,325
Net property and equipment	38,091	35,752
OTHER LONG-TERM ASSETS		
Operating lease right-of-use assets, net	16,613	15,383
Goodwill	6,544	6,992
Other assets	4,381	4,070
Total other long-term assets	27,538	26,445
TOTAL ASSETS	<u>\$ 85,994</u>	<u>\$ 82,777</u>

The accompanying notes are an integral part of these consolidated financial statements.

FEDEX CORPORATION
CONSOLIDATED BALANCE SHEETS
(IN MILLIONS, EXCEPT SHARE DATA)

	May 31,	
	2022	2021
LIABILITIES AND COMMON STOCKHOLDERS' INVESTMENT		
CURRENT LIABILITIES		
Current portion of long-term debt	\$ 82	\$ 146
Accrued salaries and employee benefits	2,531	2,903
Accounts payable	4,030	3,841
Operating lease liabilities	2,443	2,208
Accrued expenses	5,188	4,562
Total current liabilities	14,274	13,660
LONG-TERM DEBT, LESS CURRENT PORTION	20,182	20,733
OTHER LONG-TERM LIABILITIES		
Deferred income taxes	4,093	3,927
Pension, postretirement healthcare, and other benefit obligations	4,448	3,501
Self-insurance accruals	2,889	2,430
Operating lease liabilities	14,487	13,375
Other liabilities	682	983
Total other long-term liabilities	26,599	24,216
COMMITMENTS AND CONTINGENCIES		
COMMON STOCKHOLDERS' INVESTMENT		
Common stock, \$0.10 par value; 800 million shares authorized; 318 million shares issued as of May 31, 2022 and 2021	32	32
Additional paid-in capital	3,712	3,481
Retained earnings	32,782	29,817
Accumulated other comprehensive loss	(1,103)	(732)
Treasury stock, at cost	(10,484)	(8,430)
Total common stockholders' investment	24,939	24,168
TOTAL LIABILITIES AND COMMON STOCKHOLDERS' INVESTMENT	\$ 85,994	\$ 82,777

The accompanying notes are an integral part of these consolidated financial statements.

FEDEX CORPORATION
CONSOLIDATED STATEMENTS OF INCOME
(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)

	Years ended May 31,		
	2022	2021	2020
REVENUE	\$ 93,512	\$ 83,959	\$ 69,217
OPERATING EXPENSES:			
Salaries and employee benefits	32,058	30,173	25,031
Purchased transportation	24,118	21,674	17,466
Rentals and landing fees	4,712	4,155	3,712
Depreciation and amortization	3,970	3,793	3,615
Fuel	5,115	2,882	3,156
Maintenance and repairs	3,372	3,328	2,893
Business realignment costs	278	116	—
Goodwill and other asset impairment charges	—	—	435
Other	<u>13,644</u>	<u>11,981</u>	<u>10,492</u>
TOTAL OPERATING EXPENSES	<u>87,267</u>	<u>78,102</u>	<u>66,800</u>
OPERATING INCOME	<u>6,245</u>	<u>5,857</u>	<u>2,417</u>
OTHER (EXPENSE) INCOME:			
Interest expense	(689)	(793)	(672)
Interest income	53	52	55
Other retirement plans (expense) income	(726)	1,983	(122)
Loss on debt extinguishment	—	(393)	—
Other, net	<u>13</u>	<u>(32)</u>	<u>(9)</u>
TOTAL OTHER (EXPENSE) INCOME	<u>(1,349)</u>	<u>817</u>	<u>(748)</u>
INCOME BEFORE INCOME TAXES	<u>4,896</u>	<u>6,674</u>	<u>1,669</u>
PROVISION FOR INCOME TAXES	<u>1,070</u>	<u>1,443</u>	<u>383</u>
NET INCOME	<u>\$ 3,826</u>	<u>\$ 5,231</u>	<u>\$ 1,286</u>
BASIC EARNINGS PER COMMON SHARE	<u>\$ 14.54</u>	<u>\$ 19.79</u>	<u>\$ 4.92</u>
DILUTED EARNINGS PER COMMON SHARE	<u>\$ 14.33</u>	<u>\$ 19.45</u>	<u>\$ 4.90</u>

The accompanying notes are an integral part of these consolidated financial statements.

FEDEX CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(IN MILLIONS)

	Years Ended May 31,		
	2022	2021	2020
NET INCOME	\$ 3,826	\$ 5,231	\$ 1,286
OTHER COMPREHENSIVE INCOME (LOSS):			
Foreign currency translation adjustments, net of tax benefit of \$17 in 2022, tax expense of \$13 in 2021, and tax benefit of \$18 in 2020	(363)	422	(254)
Amortization of prior service credit and other, net of tax benefits of \$2 in 2022, \$3 in 2021, and \$25 in 2020	(8)	(7)	(79)
TOTAL OTHER COMPREHENSIVE INCOME (LOSS)	<u>(371)</u>	<u>415</u>	<u>(333)</u>
COMPREHENSIVE INCOME	<u>\$ 3,455</u>	<u>\$ 5,646</u>	<u>\$ 953</u>

The accompanying notes are an integral part of these consolidated financial statements.

FEDEX CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN MILLIONS)

	Years ended May 31,		
	2022	2021	2020
OPERATING ACTIVITIES			
Net income	\$ 3,826	\$ 5,231	\$ 1,286
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	3,970	3,793	3,615
Provision for uncollectible accounts	403	577	442
Other noncash items including leases and deferred income taxes	2,931	2,887	2,449
Stock-based compensation	190	200	168
Retirement plans mark-to-market adjustments	1,578	(1,176)	794
Loss on extinguishment of debt	—	393	—
Business realignment costs	53	102	—
Goodwill and other asset impairment charges	—	—	435
Changes in assets and liabilities:			
Receivables	(310)	(1,389)	(1,331)
Other current assets	(158)	(40)	(59)
Pension and postretirement healthcare assets and liabilities, net	(697)	(317)	(908)
Accounts payable and other liabilities	(1,861)	71	(1,787)
Other, net	(93)	(197)	(7)
Cash provided by operating activities	9,832	10,135	5,097
INVESTING ACTIVITIES			
Capital expenditures	(6,763)	(5,884)	(5,868)
Business acquisitions, net of cash acquired	—	(228)	—
Purchase of investments	(147)	—	—
Proceeds from asset dispositions and other	94	102	22
Cash used in investing activities	(6,816)	(6,010)	(5,846)
FINANCING ACTIVITIES			
Principal payments on debt	(161)	(6,318)	(2,548)
Proceeds from debt issuances	—	4,212	6,556
Proceeds from stock issuances	184	740	64
Dividends paid	(793)	(686)	(679)
Purchase of treasury stock	(2,248)	—	(3)
Other, net	(1)	(38)	(9)
Cash (used in) provided by financing activities	(3,019)	(2,090)	3,381
Effect of exchange rate changes on cash	(187)	171	(70)
Net (decrease) increase in cash and cash equivalents	(190)	2,206	2,562
Cash and cash equivalents at beginning of period	7,087	4,881	2,319
Cash and cash equivalents at end of period	<u>\$ 6,897</u>	<u>\$ 7,087</u>	<u>\$ 4,881</u>

The accompanying notes are an integral part of these consolidated financial statements.

FEDEX CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN COMMON STOCKHOLDERS' INVESTMENT
(IN MILLIONS, EXCEPT SHARE DATA)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total
Balance at May 31, 2019	\$ 32	\$ 3,231	\$ 24,648	\$ (865)	\$ (9,289)	\$ 17,757
Net income	—	—	1,286	—	—	1,286
Other comprehensive loss, net of tax of \$43	—	—	—	(333)	—	(333)
Purchase of treasury stock (0.02 million shares)	—	—	—	—	(3)	(3)
Cash dividends declared (\$2.60 per share)	—	—	(679)	—	—	(679)
Employee incentive plans and other (1.0 million shares issued)	—	125	(35)	—	130	220
Adoption of new accounting standards on June 1, 2019 ⁽¹⁾	—	—	(4)	—	—	(4)
Reclassification to retained earnings due to the adoption of a new accounting standard on June 1, 2019 ⁽²⁾	—	—	—	51	—	51
Balance at May 31, 2020	32	3,356	25,216	(1,147)	(9,162)	18,295
Net income	—	—	5,231	—	—	5,231
Other comprehensive gain, net of tax of (\$10)	—	—	—	415	—	415
Cash dividends declared (\$2.60 per share)	—	—	(686)	—	—	(686)
Employee incentive plans and other (5.4 million shares issued)	—	125	56	—	732	913
Balance at May 31, 2021	32	3,481	29,817	(732)	(8,430)	24,168
Net income	—	—	3,826	—	—	3,826
Other comprehensive loss, net of tax of \$19	—	—	—	(371)	—	(371)
Purchase of treasury stock (8.9 million shares)	—	(9)	—	—	(2,239)	(2,248)
Cash dividends declared (\$3.00 per share)	—	—	(793)	—	—	(793)
Employee incentive plans and other (1.4 million shares issued)	—	240	(68)	—	185	357
Balance at May 31, 2022	\$ 32	\$ 3,712	\$ 32,782	\$ (1,103)	\$ (10,484)	\$ 24,939

⁽¹⁾ Relates to the adoption of Accounting Standards Update (“ASU”) 2016-02 and ASU 2018-02.

⁽²⁾ Relates to the adoption of ASU 2018-02.

The accompanying notes are an integral part of these consolidated financial statements.

FEDEX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1: DESCRIPTION OF BUSINESS SEGMENTS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

DESCRIPTION OF BUSINESS SEGMENTS. FedEx Corporation (“FedEx”) provides a broad portfolio of transportation, e-commerce, and business services through companies competing collectively, operating collaboratively, and innovating digitally, under the respected FedEx brand. Our primary operating companies are Federal Express Corporation (“FedEx Express”), the world’s largest express transportation company; FedEx Ground Package System, Inc. (“FedEx Ground”), a leading North American provider of small-package ground delivery services; and FedEx Freight Corporation (“FedEx Freight”), a leading North American provider of less-than-truckload (“LTL”) freight transportation services. These companies represent our major service lines and, along with FedEx Corporate Services, Inc. (“FedEx Services”), constitute our reportable segments. Our FedEx Services segment provides sales, marketing, information technology, communications, customer service, technical support, billing and collection services, and certain back-office functions that support our operating segments.

FISCAL YEARS. Except as otherwise specified, references to years indicate our fiscal year ended May 31, 2022 or ended May 31 of the year referenced.

PRINCIPLES OF CONSOLIDATION. The consolidated financial statements include the accounts of FedEx and its subsidiaries, substantially all of which are wholly owned. All significant intercompany accounts and transactions have been eliminated in consolidation.

REVENUE RECOGNITION.

Satisfaction of Performance Obligation

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, and is the basis of revenue recognition in accordance with U.S. generally accepted accounting principles (“GAAP”). To determine the proper revenue recognition method for contracts, we evaluate whether two or more contracts should be combined and accounted for as one single contract and whether the combined or single contract should be accounted for as more than one performance obligation. For most of our contracts, the customer contracts with us to provide distinct services within a single contract, primarily transportation services. Substantially all of our contracts with customers for transportation services include only one performance obligation, the transportation services themselves. However, if a contract is separated into more than one performance obligation, we allocate the total transaction price to each performance obligation in an amount based on the estimated relative standalone selling prices of the promised goods or services underlying each performance obligation. We frequently sell standard transportation services with observable standalone sales prices. In these instances, the observable standalone sales are used to determine the standalone selling price.

For transportation services, revenue is recognized over time as we perform the services in the contract because of the continuous transfer of control to the customer. Our customers receive the benefit of our services as the goods are transported from one location to another. If we were unable to complete delivery to the final location, another entity would not need to reperform the transportation service already performed. As control transfers over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. The selection of the method to measure progress towards completion requires judgment and is based on the nature of the products or services to be provided. We use the cost-to-cost measure of progress for our package delivery contracts because it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. Revenue, including ancillary or accessorial fees and reductions for estimated customer incentives, is recorded proportionally as costs are incurred. Costs to fulfill include labor and other direct costs and an allocation of indirect costs. For our FedEx Freight and freight forwarding contracts, an output method of progress based on time-in-transit is utilized as the timing of costs incurred does not best depict the transfer of control to the customer.

We also provide customized customer-specific solutions, such as supply chain management solutions and inventory and service parts logistics, through which we provide the service of integrating a complex set of tasks and components into a single capability. For these arrangements, the majority of which are conducted by our FedEx Logistics, Inc. (“FedEx Logistics”) operating segment, the entire contract is accounted for as one performance obligation. For these performance obligations, we typically have a right to consideration from customers in an amount that corresponds directly with the value to the customers of our performance completed to date, and as such we recognize revenue in the amount to which we have a right to invoice the customer.

FEDEX CORPORATION
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Contract Modification

Contracts are often modified to account for changes in the rates we charge our customers or to add additional distinct services. We consider contract modifications to exist when the modification either creates new enforceable rights and obligations or alters the existing arrangement. Contract modifications that add distinct goods or services are treated as separate contracts. Contract modifications that do not add distinct goods or services typically change the price of existing services. These contract modifications are accounted for prospectively as the remaining performance obligations are distinct.

Variable Consideration

Certain contracts contain customer incentives, guaranteed service refunds, and other provisions that can either increase or decrease the transaction price. These incentives are generally awarded based upon achieving certain performance metrics. We estimate variable consideration as the most likely amount to which we expect to be entitled. We include estimated amounts of revenue, which may be reduced by incentives or other contract provisions, in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Our estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based on an assessment of anticipated customer spending and all information (historical, current, and forecasted) that is reasonably available to us.

Principal vs. Agent Considerations

Transportation services are provided with the use of employees and independent businesses that contract with FedEx. GAAP requires us to evaluate whether our businesses themselves promise to transfer services to the customer (as the principal) or to arrange for services to be provided by another party (as the agent) using a control model. Based on our evaluation of the control model, we determined that FedEx is the principal to the transaction for most of these services and revenue is recognized on a gross basis based on the transfer of control to the customer. Costs associated with independent businesses providing transportation services are recognized as incurred and included in the caption "Purchased transportation" in the accompanying consolidated statements of income.

Our contract logistics, global trade services, and certain transportation businesses engage in certain transactions wherein they act as agents. Revenue from these transactions is recorded on a net basis. Net revenue includes billings to customers less third-party charges, including transportation or handling costs, fees, commissions, and taxes and duties.

Contract Assets and Liabilities

Contract assets include billed and unbilled amounts resulting from in-transit shipments, as we have an unconditional right to payment only once all performance obligations have been completed (e.g., packages have been delivered). Contract assets are generally classified as current and the full balance is converted each quarter based on the short-term nature of the transactions. Our contract liabilities consist of advance payments and billings in excess of revenue. The full balance of deferred revenue is converted each quarter based on the short-term nature of the transactions.

Gross contract assets related to in-transit shipments totaled \$861 million and \$715 million at May 31, 2022 and May 31, 2021, respectively. Contract assets net of deferred unearned revenue were \$623 million and \$572 million at May 31, 2022 and May 31, 2021, respectively. Contract assets are included within current assets in the accompanying consolidated balance sheets. Contract liabilities related to advance payments from customers were \$8 million and \$9 million at May 31, 2022 and May 31, 2021, respectively. Contract liabilities are included within current liabilities in the accompanying consolidated balance sheets.

Payment Terms

Certain of our revenue-producing transactions are subject to taxes and duties, such as sales tax, assessed by governmental authorities. We present these revenues net of tax. Under the typical payment terms of our customer contracts, the customer pays at periodic intervals (e.g., every 15 days, 30 days, 45 days, etc.) for shipments included on invoices received. It is not customary business practice to extend payment terms past 90 days, and as such, we do not have a practice of including a significant financing component within our revenue contracts with customers.

Disaggregation of Revenue

See Note 15 for disclosure of disaggregated revenue for the periods ended May 31. This presentation is consistent with how we organize our segments internally for making operating decisions and measuring performance.

FEDEX CORPORATION
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CREDIT RISK. We routinely grant credit to many of our customers for transportation and business services without collateral. The risk of credit loss in our trade receivables is substantially mitigated by our credit evaluation process, short collection terms, and sales to a large number of customers, as well as the low revenue per transaction for most of our services. Allowances for potential credit losses are determined based on historical experience and the impact of current economic conditions. Historically, credit losses have been within management's expectations.

ADVERTISING. Advertising and promotion costs are expensed as incurred and are classified in other operating expenses. Advertising and promotion expenses were \$470 million in 2022, \$428 million in 2021, and \$427 million in 2020.

CASH EQUIVALENTS. Cash in excess of current operating requirements is invested in short-term, interest-bearing instruments with maturities of three months or less at the date of purchase and is stated at cost, which approximates market value.

SPARE PARTS, SUPPLIES, AND FUEL. Spare parts (principally aircraft-related) are reported at weighted-average cost. Allowances for obsolescence are provided for spare parts currently identified as excess or obsolete as well as expected to be on hand at the date the aircraft are retired from service. These allowances are provided over the estimated useful life of the related aircraft and engines. The majority of our supplies and fuel are reported at weighted-average cost.

PROPERTY AND EQUIPMENT. Expenditures for major additions, improvements, and flight equipment modifications are capitalized when such costs are determined to extend the useful life of the asset or are part of the cost of acquiring the asset. Expenditures for equipment overhaul costs of engines or airframes prior to their operational use are capitalized as part of the cost of such assets as they are costs required to ready the asset for its intended use. Maintenance and repairs costs are charged to expense as incurred, except for certain aircraft engine maintenance costs incurred under third-party service agreements. These agreements result in costs being expensed based on cycles or hours flown and are subject to annual escalation. These service contracts transfer risk to third-party service providers and generally fix the amount we pay for maintenance to the service provider as a rate per cycle or flight hour, in exchange for maintenance and repairs under a predefined maintenance program. We capitalize certain direct internal and external costs associated with the development of internal-use software, including implementation of cloud computing service arrangements. Gains and losses on sales of property used in operations are classified within operating expenses and historically have been nominal.

For financial reporting purposes, we record depreciation and amortization of property and equipment on a straight-line basis over the asset's service life or related lease term, if shorter. For income tax purposes, depreciation is computed using accelerated methods when applicable.

The depreciable lives and net book value of our property and equipment are as follows (dollars in millions):

	Range	Net Book Value at May 31,	
		2022	2021
Wide-body aircraft and related equipment	15 to 30 years	\$ 15,949	\$ 14,812
Narrow-body and feeder aircraft and related equipment	5 to 30 years	2,163	2,307
Package handling and ground support equipment	3 to 30 years	6,447	5,269
Information technology	2 to 10 years	1,907	1,863
Vehicles and trailers	3 to 15 years	4,004	4,033
Facilities and other	2 to 40 years	7,621	7,468

Substantially all property and equipment have no material residual values. The majority of aircraft costs are depreciated on a straight-line basis over 15 to 30 years. We periodically evaluate the estimated service lives and residual values used to depreciate our property and equipment.

Depreciation and amortization expense, excluding gains and losses on sales of property and equipment used in operations, was \$4.0 billion in 2022, \$3.8 billion in 2021, and \$3.6 billion in 2020. Depreciation and amortization expense includes amortization of assets under finance leases.

CAPITALIZED INTEREST. Interest on funds used to finance the acquisition and modification of aircraft, including purchase deposits, construction of certain facilities, and development of certain software up to the date the asset is ready for its intended use, is capitalized and included in the cost of the asset if the asset is actively under construction. Capitalized interest was \$62 million in 2022, \$68 million in 2021, and \$54 million in 2020.

FEDEX CORPORATION
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IMPAIRMENT OF LONG-LIVED ASSETS. Long-lived assets are reviewed for impairment when circumstances indicate the carrying value of an asset may not be recoverable. For assets that are to be held and used, an impairment is recognized when the estimated undiscounted cash flows associated with the asset or group of assets is less than their carrying value. If impairment exists, an adjustment is made to write the asset down to its fair value, and a loss is recorded as the difference between the carrying value and fair value. Fair values are determined based on quoted market values, discounted cash flows, or internal and external appraisals, as applicable. Assets to be disposed of are carried at the lower of carrying value or estimated net realizable value.

We operate integrated transportation networks so cash flows for most of our operating assets to be held and used are assessed at a network level, not at an individual asset level, for our analysis of impairment.

During 2020, we made the decision to permanently retire from service 10 Airbus A310-300 aircraft and 12 related engines at FedEx Express to align with the needs of the U.S. domestic network and modernize its aircraft fleet. As a consequence of this decision, we recognized noncash impairment charges of \$66 million (\$50 million, net of tax, or \$0.19 per diluted share) in the FedEx Express segment in 2020.

In the normal management of our aircraft fleet, we routinely idle aircraft and engines temporarily due to maintenance cycles and adjustments of our network capacity to match seasonality and overall customer demand levels. Temporarily idled assets are classified as available-for-use, and we continue to record depreciation expense associated with these assets. These temporarily idled assets are assessed for impairment and remaining life on a quarterly basis. The criteria for determining whether an asset has been permanently removed from service (and, as a result, is potentially impaired) include, but are not limited to, our global economic outlook and the impact of our outlook on our current and projected volume levels, including capacity needs during our peak shipping seasons; the introduction of new fleet types or decisions to permanently retire an aircraft fleet from operations; and changes to planned service expansion activities. At May 31, 2022, we had eight aircraft temporarily idled. These aircraft have been idled for an average of 24 months and are expected to return to revenue service.

GOODWILL. Goodwill is recognized for the excess of the purchase price over the fair value of tangible and identifiable intangible net assets of businesses acquired. Several factors give rise to goodwill in our acquisitions, such as the expected benefits from synergies of the combination and the existing workforce of the acquired business. Goodwill is reviewed at least annually for impairment. In our evaluation of goodwill impairment, we perform a qualitative assessment to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative assessment is not conclusive, we proceed to test goodwill for impairment, including comparing the fair value of the reporting unit to its carrying value (including attributable goodwill). Fair value for our reporting units is determined using an income or market approach incorporating market participant considerations and management's assumptions on revenue growth rates, operating margins, discount rates, and expected capital expenditures. Fair value determinations may include both internal and third-party valuations. Unless circumstances otherwise dictate, we perform our annual impairment testing in the fourth quarter. See Note 5 for additional information.

INTANGIBLE ASSETS. Intangible assets primarily include customer relationships, technology assets, and trademarks acquired in business combinations. Intangible assets are amortized over periods ranging from 1 to 15 years, either on a straight-line basis or on a basis consistent with the pattern in which the economic benefits are realized. See Note 5 for additional information.

PENSION AND POSTRETIREMENT HEALTHCARE PLANS. Our defined benefit pension and other postretirement benefit plans are measured using actuarial techniques that reflect management's assumptions for discount rate, investment returns on plan assets, salary increases, expected retirement, mortality, employee turnover, and future increases in healthcare costs. We determine the discount rate (which is required to be the rate at which the projected benefit obligation ("PBO") could be effectively settled as of the measurement date) with the assistance of actuaries, who calculate the yield on a theoretical portfolio of high-grade corporate bonds (rated Aa or better) with cash flows that are designed to match our expected benefit payments in future years. We use the fair value of plan assets to calculate the expected return on assets ("EROA") for interim and segment reporting purposes. Our EROA is a judgmental estimate which is reviewed on an annual basis and revised as appropriate.

The accounting guidance related to employers' accounting for defined benefit pension and other postretirement plans requires recognition in the balance sheet of the funded status of these plans. We use "mark-to-market" (or "MTM") accounting and immediately recognize changes in the fair value of plan assets and actuarial gains or losses in our results annually in the fourth quarter each year. The annual MTM adjustment is recognized at the corporate level and does not impact segment results. The remaining components of pension and postretirement healthcare expense, primarily service and interest costs and the EROA, are recorded on a quarterly basis. Only service cost is recognized in segment level operating results.

INCOME TAXES. Deferred income taxes are provided for the tax effect of temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. The liability method is used to account for income taxes, which requires deferred taxes to be recorded at the statutory rate expected to be in effect when the taxes are paid.

FEDEX CORPORATION
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Deferred income tax assets represent amounts available to reduce income taxes payable on taxable income in future years. Such assets arise because of temporary differences between the financial reporting and tax bases of assets and liabilities, as well as from net operating loss and tax credit carryforwards. We evaluate the recoverability of these future tax deductions and credits by assessing the adequacy of future expected taxable income from all sources, including reversal of taxable temporary differences, forecasted operating earnings, and available tax planning strategies. These sources of income rely heavily on estimates to make this determination and, thus, there is a risk that these estimates will have to be revised as new information is received. To the extent we do not consider it more likely than not that a deferred tax asset will be recovered, a valuation allowance is established. We believe we will generate sufficient future taxable income to realize the tax benefits related to the remaining net deferred tax assets in our consolidated balance sheets that are not subject to valuation allowances. We record the taxes for global intangible low-taxed income as a period cost.

We recognize liabilities for uncertain income tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step requires us to estimate and measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement. It is inherently difficult and subjective to estimate such amounts, as we must determine the probability of various possible outcomes. We reevaluate these uncertain tax positions on a quarterly basis or when new information becomes available to management. These reevaluations are based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, successfully settled issues under audit, and new audit activity. Such a change in recognition or measurement could result in the recognition of a tax benefit or an increase to the related provision.

We classify interest related to income tax liabilities as interest expense, and if applicable, penalties are recognized as a component of income tax expense. The income tax liabilities and accrued interest and penalties that are due within one year of the balance sheet date are presented as current liabilities. The noncurrent portion of our income tax liabilities and accrued interest and penalties are recorded in the caption "Other liabilities" in the accompanying consolidated balance sheets.

SELF-INSURANCE ACCRUALS. We are self-insured for costs associated with workers' compensation claims, vehicle accidents, property and cargo loss, general business liabilities, and benefits paid under employee disability programs. Accruals are primarily based on the actuarially estimated cost of claims, which includes incurred-but-not-reported claims. Current workers' compensation claims, vehicle and general liability, and long-term disability are included in accrued expenses. We self-insure up to certain limits that vary by operating company and type of risk. Claims costs are recognized on a gross basis and a receivable is recorded for amounts covered by third-party insurance. Periodically, we evaluate the level of insurance coverage and adjust insurance levels based on risk tolerance and premium expense.

We are also self-insured for certain short-term employee healthcare claims which are included within other accrued expenses.

LEASES. We lease certain facilities, aircraft, equipment, and vehicles under operating and finance leases. A determination of whether a contract contains a lease is made at the inception of the arrangement. Our leased facilities include national, regional, and metropolitan sorting facilities; retail facilities; and administrative buildings.

Our leases generally contain options to extend or terminate the lease. We reevaluate our leases on a regular basis to consider the economic and strategic incentives of exercising the renewal options, and how they align with our operating strategy. Therefore, substantially all the renewal option periods are not included within the lease term and the associated payments are not included in the measurement of the right-of-use asset and lease liability as the options to extend are not reasonably certain at lease commencement. Short-term leases with an initial term of 12 months or less are not recognized in the right-to-use asset and lease liability on the consolidated balance sheets.

The lease liabilities are measured at the lease commencement date and determined using the present value of the minimum lease payments not yet paid and our incremental borrowing rate, which approximates the rate at which we would borrow, on a collateralized basis, over the term of a lease in the applicable currency environment. The interest rate implicit in the lease is generally not determinable in transactions where we are the lessee.

For real estate leases, we account for lease components and non-lease components (such as common area maintenance) as a single lease component. Certain real estate leases require additional payments based on sales volume and index-based rate increases, as well as reimbursement for real estate taxes, common area maintenance, and insurance, which are expensed as incurred as variable lease costs. Certain leases contain fixed lease payments for items such as real estate taxes, common area maintenance, and insurance. These fixed payments are considered part of the lease payment and included in the right-of-use asset and lease liability. See Note 8 for additional information.

FEDEX CORPORATION
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DERIVATIVE FINANCIAL INSTRUMENTS. Our risk management strategy includes the select use of derivative instruments to reduce the effects of volatility in foreign currency exchange exposure on operating results and cash flows. In accordance with our risk management policies, we do not hold or issue derivative instruments for trading or speculative purposes. All derivative instruments are recognized in the financial statements at fair value, regardless of the purpose or intent for holding them.

When we become a party to a derivative instrument and intend to apply hedge accounting, we formally document the hedge relationship and the risk management objective for undertaking the hedge, which includes designating the instrument for financial reporting purposes as a fair value hedge, a cash flow hedge, or a net investment hedge.

If a derivative is designated as a cash flow hedge, the entire change in the fair value of the hedging instrument included in the assessment of hedge effectiveness is recorded in other comprehensive income. For net investment hedges, the entire change in the fair value is recorded in other comprehensive income. Any portion of a change in the fair value of a derivative that is considered to be ineffective, along with the change in fair value of any derivatives not designated in a hedging relationship, is immediately recognized in the income statement. We do not have any derivatives designated as a cash flow hedge for any period presented. As of May 31, 2022, we designated €107 million of debt as a net investment hedge to reduce the volatility of the U.S. dollar value of a portion of our net investment in a euro-denominated consolidated subsidiary. As of May 31, 2022, the hedge remains effective.

FOREIGN CURRENCY TRANSLATION. Translation gains and losses of foreign operations that use local currencies as the functional currency are accumulated and reported, net of applicable deferred income taxes, as a component of Accumulated Other Comprehensive Income (“AOCL”) within common stockholders’ investment. Transaction gains and losses that arise from exchange rate fluctuations on transactions denominated in a currency other than the local currency are included in the caption “Other, net” in the accompanying consolidated statements of income and were immaterial for each period presented.

EMPLOYEES UNDER COLLECTIVE BARGAINING ARRANGEMENTS. The pilots of FedEx Express, who are a small number of its total employees, are employed under a collective bargaining agreement that took effect on November 2, 2015 and became amendable in November 2021. Bargaining for a successor agreement began in May 2021 and continues. A small number of our other employees are members of unions.

EQUITY INVESTMENT. On December 8, 2021, FedEx Express entered into equity and commercial agreements with Delhivery Limited (“Delhivery”). As part of the collaboration, FedEx Express made a \$100 million equity investment in Delhivery, FedEx Express sold certain assets pertaining to its domestic business in India to Delhivery, and the companies entered into a long-term commercial agreement. FedEx Express will focus on international export and import services to and from India, and Delhivery will, in addition to FedEx, sell FedEx Express international services in the India market and provide pickup-and-delivery services across India. This transaction was recorded in the third quarter of 2022 and was not material to our results of operations.

STOCK-BASED COMPENSATION. The accounting guidance related to share-based payments requires recognition of compensation expense for stock-based awards using a fair value method. We use the Black-Scholes option pricing model to calculate the fair value of stock options. The value of restricted stock awards is based on the stock price of the award on the grant date. We record stock-based compensation expense in the “Salaries and employee benefits” caption in the accompanying consolidated statements of income. We issue new shares or treasury shares from stock repurchases to cover employee stock option exercises and restricted stock grants.

TREASURY SHARES. In January 2016, our Board of Directors approved a stock repurchase program of up to 25 million shares (the “2016 repurchase program”). In December 2021, our Board of Directors authorized a new stock repurchase program of up to \$5 billion of FedEx common stock (the “2022 repurchase program” and together with the 2016 repurchase program, the “repurchase programs”).

As part of the repurchase programs, we entered into an accelerated share repurchase (“ASR”) agreement with a bank in December 2021 to repurchase an aggregate of \$1.5 billion of our common stock.

During the third quarter of 2022, the ASR transaction was completed, and 6.1 million shares were delivered under the ASR agreement. The final number of shares delivered upon settlement of the ASR agreement was determined based on a discount to the volume-weighted average price of our stock during the term of the transaction. The repurchased shares were accounted for as a reduction to common stockholders’ investment in the accompanying consolidated balance sheets and resulted in a reduction of the outstanding shares used to calculate the weighted-average common shares outstanding for basic and diluted earnings per share.

In 2022, including the ASR transaction, we repurchased 8.9 million shares of FedEx common stock at an average price of \$253.85 per share for a total of \$2.2 billion. In 2020, we repurchased 0.02 million shares of FedEx common stock at an average price of \$156.90 per share for a total of \$3 million. As of May 31, 2022, approximately \$4.1 billion remained available to use for repurchases under the 2022 repurchase program. No shares remain available for repurchase under the 2016 repurchase program.

FEDEX CORPORATION
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Shares under the 2022 repurchase program may be repurchased from time to time in the open market or in privately negotiated transactions. The timing and volume of repurchases are at the discretion of management, based on the capital needs of the business, the market price of FedEx common stock, and general market conditions. No time limits were set for the completion of the program, and the program may be suspended or discontinued at any time.

DIVIDENDS DECLARED PER COMMON SHARE. On June 14, 2022, our Board of Directors declared a quarterly cash dividend of \$1.15 per share of common stock. The dividend was paid on July 11, 2022 to stockholders of record as of the close of business on June 27, 2022. Each quarterly dividend payment is subject to review and approval by our Board of Directors, and we evaluate our dividend payment amount on an annual basis. There are no material restrictions on our ability to declare dividends, nor are there any material restrictions on the ability of our subsidiaries to transfer funds to us in the form of cash dividends, loans, or advances.

BUSINESS REALIGNMENT COSTS. In January 2021, FedEx Express announced a workforce reduction plan in Europe related to the network integration of TNT Express. The plan will impact approximately 5,000 employees in Europe across operational teams and back-office functions. The execution of the plan is subject to a works council consultation process that will occur through 2023 in accordance with local country processes and regulations.

We incurred costs associated with our business realignment activities of \$278 million (\$214 million, net of tax, or \$0.80 per diluted share) in 2022. We incurred costs during 2021 of \$116 million (\$90 million, net of tax, or \$0.33 per diluted share) associated with our business realignment activities. These costs are related to certain employee severance arrangements. Approximately \$225 million was paid under this program in 2022 and \$15 million in 2021. We expect the pre-tax cost of our business realignment activities to be approximately \$420 million through fiscal 2023. The actual amount and timing of business realignment costs and related cost savings resulting from the workforce reduction plan are dependent on local country consultation processes and regulations and negotiated social plans and may differ from our current expectation and estimates.

USE OF ESTIMATES. The preparation of our consolidated financial statements requires the use of estimates and assumptions that affect the reported amounts of assets and liabilities, the reported amounts of revenue and expenses, and the disclosure of contingent liabilities. Management makes its best estimate of the ultimate outcome for these items based on historical trends and other information available when the financial statements are prepared. Changes in estimates are recognized in accordance with the accounting rules for the estimate, which is typically in the period when new information becomes available to management. Areas where the nature of the estimate makes it reasonably possible that actual results could materially differ from amounts estimated include: self-insurance accruals; retirement plan obligations; long-term incentive accruals; tax liabilities; loss contingencies; litigation claims; impairment assessments on long-lived assets (including goodwill) that rely on projections of future cash flows; and purchase price allocations.

FEDEX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2: RECENT ACCOUNTING GUIDANCE

New accounting rules and disclosure requirements can significantly impact our reported results and the comparability of our financial statements. We believe the following new accounting guidance is relevant to the readers of our financial statements.

New Accounting Standards and Accounting Standards Not Yet Adopted

In March 2020, the Financial Accounting Standards Board (“FASB”) issued ASU 2020-04, Reference Rate Reform (Topic 848), which provides optional expedients and exceptions for applying GAAP to existing contracts, hedging relationships, and other transactions affected by reference rate reform. The amendments apply only to contracts and hedging relationships that reference the London Interbank Offered Rate (“LIBOR”) or another reference rate to be discontinued because of reference rate reform. The guidance was effective upon issuance and can generally be applied through December 31, 2022. While there has been no material effect to our financial condition, results of operations, or cash flows from reference rate reform as of May 31, 2022, we continue to monitor our contracts and transactions for potential application of this ASU. See Note 7 for information on the replacement of LIBOR with the Secured Overnight Financing Rate (“SOFR”) in our Credit Agreements (defined below) on March 15, 2022.

In July 2021, the FASB issued ASU 2021-05, Leases (Topic 842), which provides alternative accounting for sales-type and direct financing leases with variable lease payments. The guidance allows lessors to classify and account for a lease with variable lease payments that do not depend on a reference index or rate as an operating lease if certain criteria are met. These changes will be effective June 1, 2022 (fiscal 2023). We do not have leases classified as sales-type or direct financing and will apply the guidance on a prospective basis to applicable leases that commence or are modified on or after June 1, 2022.

In November 2021, the FASB issued ASU 2021-10, Government Assistance (Topic 832), which requires annual disclosures that increase the transparency of transactions involving government grants, including (1) the types of transactions, (2) the accounting for those transactions, and (3) the effect of those transactions on an entity’s financial statements. These changes will be effective June 1, 2022 (fiscal 2023). This standard will not have a material impact on our consolidated financial statements and related disclosures.

NOTE 3: CREDIT LOSSES

We are exposed to credit losses primarily through our trade receivables. We assess ability to pay for certain customers by conducting a credit review, which considers the customer’s established credit rating and our assessment of creditworthiness. We determine the allowance for credit losses on accounts receivable using a combination of specific reserves for accounts that are deemed to exhibit credit loss indicators and general reserves that are determined using loss rates based on historical write-offs by geography and recent forecast information, including underlying economic expectations. We update our estimate of credit loss reserves quarterly, considering recent write-offs, collections information, and underlying economic expectations.

Credit losses were \$403 million in 2022, \$577 million in 2021, and \$442 million in 2020. Our allowance for credit losses was \$340 million as of May 31, 2022 and \$358 million at May 31, 2021.

NOTE 4: BUSINESS COMBINATIONS

On December 23, 2020, we acquired ShopRunner, Inc. (“ShopRunner”), an e-commerce platform that directly connects brands and merchants with online shoppers, for \$228 million in cash from operations. The majority of the purchase price was allocated to goodwill and intangibles. The financial results of ShopRunner are included in “Corporate, other, and eliminations” from the date of acquisition and were not material to our results of operations; therefore, pro forma financial information has not been provided.

FEDEX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 5: GOODWILL AND OTHER INTANGIBLE ASSETS

GOODWILL. The carrying amount of goodwill attributable to each reportable operating segment and changes therein are as follows (in millions):

	FedEx Express Segment	FedEx Ground Segment	FedEx Freight Segment	Corporate, Other, and Eliminations	Total
Goodwill at May 31, 2020	\$ 4,869	\$ 840	\$ 767	\$ 1,938	\$ 8,414
Accumulated impairment charges	—	—	(133)	(1,909)	(2,042)
Balance as of May 31, 2020	4,869	840	634	29	6,372
Goodwill acquired ⁽¹⁾	18	103	—	40	161
Other ⁽²⁾	471	—	—	(12)	459
Balance as of May 31, 2021	5,358	943	634	57	6,992
Other ⁽²⁾	(433)	(11)	—	(4)	(448)
Balance as of May 31, 2022	\$ 4,925	\$ 932	\$ 634	\$ 53	\$ 6,544
Accumulated goodwill impairment charges as of May 31, 2022	\$ —	\$ —	\$ (133)	\$ (1,909)	\$ (2,042)

⁽¹⁾ Goodwill acquired relates to the acquisition of ShopRunner. See Note 4 for more information.

⁽²⁾ Primarily currency translation adjustments and purchase price allocation-related adjustments.

Our reporting units with significant recorded goodwill include FedEx Express, FedEx Ground, and FedEx Freight. We evaluated these reporting units during the fourth quarter and the estimated fair value of each of these reporting units exceeded their carrying values as of the end of 2022 and 2021; therefore, we do not believe that any of these reporting units were impaired as of the balance sheet dates.

In 2020, we recorded impairment charges of \$358 million predominantly attributable to our FedEx Office and Print Services, Inc. (“FedEx Office”) reporting unit. The coronavirus (“COVID-19”) pandemic resulted in store closures and declining print revenue at FedEx Office during the fourth quarter of 2020. Based on these factors, our outlook for the FedEx Office business and retail industry changed in the fourth quarter of 2020, which contributed \$348 million to the goodwill impairment charge.

OTHER INTANGIBLE ASSETS. The summary of our intangible assets and related accumulated amortization at May 31, 2022 and 2021 is as follows (in millions):

	2022			2021		
	Gross Carrying Amount	Accumulated Amortization	Net Book Value	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Customer relationships	\$ 617	\$ (340)	\$ 277	\$ 591	\$ (299)	\$ 292
Technology	64	(40)	24	65	(35)	30
Trademarks and other	1	(1)	—	1	(1)	—
Total	\$ 682	\$ (381)	\$ 301	\$ 657	\$ (335)	\$ 322

Amortization expense for intangible assets was \$52 million in 2022, \$49 million in 2021, and \$66 million in 2020.

Expected amortization expense for the next five years is as follows (in millions):

2023	\$ 52	
2024	51	
2025	50	
2026	50	
2027	48	

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NOTE 6: SELECTED CURRENT LIABILITIES

The components of selected current liability captions at May 31 were as follows (in millions):

	2022	2021
Accrued salaries and employee benefits		
Salaries	\$ 751	\$ 626
Employee benefits, including variable compensation	834	1,350
Compensated absences	946	927
	<u>2,531</u>	<u>2,903</u>
Accrued expenses		
Self-insurance accruals	\$ 1,646	\$ 1,193
Taxes other than income taxes	532	637
Other	3,010	2,732
	<u>5,188</u>	<u>4,562</u>

NOTE 7: LONG-TERM DEBT AND OTHER FINANCING ARRANGEMENTS

The components of long-term debt (net of discounts and debt issuance costs), along with maturity dates for the years subsequent to May 31, 2022, are as follows (in millions):

	Interest Rate %	Maturity	May 31,	
			2022	2021
Senior secured debt:				
	1.875	2034	\$ 881	\$ 932
Senior unsecured debt:				
	3.25	2026	747	746
	3.40	2028	497	496
	4.20	2029	397	397
	3.10-4.25	2030	1,735	1,733
	2.40	2031	990	989
	4.90	2034	496	496
	3.90	2035	495	494
	3.25	2041	740	739
	3.875-4.10	2043	985	985
	5.10	2044	742	742
	4.10	2045	641	641
	4.55-4.75	2046	2,462	2,461
	4.40	2047	736	736
	4.05	2048	987	986
	4.95	2049	836	836
	5.25	2050	1,226	1,226
	4.50	2065	246	246
	7.60	2098	237	237
Euro senior unsecured debt:				
	0.45	2026	533	607
	1.625	2027	1,332	1,516
	0.45	2029	637	725
	1.30	2032	530	604
	0.95	2033	688	784
Total senior unsecured debt			18,915	19,422
Finance lease obligations			468	525
			<u>20,264</u>	<u>20,879</u>
Less current portion			<u>82</u>	<u>146</u>
			<u>\$ 20,182</u>	<u>\$ 20,733</u>

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Interest on our U.S. dollar fixed-rate notes is paid semi-annually. Interest on our euro fixed-rate notes is paid annually. The weighted-average interest rate on long-term debt was 3.5% as of May 31, 2022. Long-term debt, including current maturities and exclusive of finance leases, had estimated fair values of \$18.8 billion at May 31, 2022 and \$23.1 billion at May 31, 2021. The estimated fair values were determined based on quoted market prices and the current rates offered for debt with similar terms and maturities. The fair value of our long-term debt is classified as Level 2 within the fair value hierarchy. This classification is defined as a fair value determined using market-based inputs other than quoted prices that are observable for the liability, either directly or indirectly.

We have a shelf registration statement filed with the Securities and Exchange Commission (“SEC”) that allows us to sell, in one or more future offerings, any combination of our unsecured debt securities and common stock and allows pass-through trusts formed by FedEx Express to sell, in one or more future offerings, pass-through certificates.

FedEx Express has issued \$970 million of Pass-Through Certificates, Series 2020-1AA (the “Certificates”) with a fixed interest rate of 1.875% due in February 2034 utilizing pass-through trusts. The Certificates are secured by 19 Boeing aircraft with a net book value of \$1.8 billion at May 31, 2022. The payment obligations of FedEx Express in respect of the Certificates are fully and unconditionally guaranteed by FedEx. FedEx Express is using the proceeds from the issuance for general corporate purposes.

The following table sets forth the future scheduled principal payments due by fiscal year on our long-term debt (in millions):

	Debt Principal
2023	\$ 52
2024	52
2025	52
2026	1,337
2027	1,391
Thereafter	17,147
Subtotal	<u>20,031</u>
Discount and debt issuance costs	(235)
Total debt	<u>\$ 19,796</u>

On March 15, 2022, we further amended our second amended and restated \$2.0 billion five-year credit agreement (the “Five-Year Credit Agreement”) and replaced our previously existing \$1.5 billion 364-day credit agreement (the “Terminated Credit Agreement”) with a \$1.5 billion three-year credit agreement (the “Three-Year Credit Agreement” and together with the Five-Year Credit Agreement, the “Credit Agreements”). The Five-Year Credit Agreement expires in March 2026 and includes a \$250 million letter of credit sublimit. The Three-Year Credit Agreement expires in March 2025. The Credit Agreements are available to finance our operations and other cash flow needs. As of May 31, 2022, no commercial paper was outstanding, and we had \$250 million of the letter of credit sublimit unused under the Five-Year Credit Agreement. Outstanding commercial paper reduces the amount available to borrow under the Credit Agreements.

As a result of the discontinuation of LIBOR from recent reference rate reform, effective March 15, 2022, all references to LIBOR in the Five-Year Credit Agreement have been replaced with references to SOFR, the recommended risk-free reference rate of the Federal Reserve Board and Alternative Reference Rates Committee, and the additional procedures for transition to a reference rate other than LIBOR have been removed from the Five-Year Credit Agreement. The Three-Year Credit Agreement includes identical provisions regarding SOFR. We do not expect the change in rate to have a material impact on our financial condition, results of operations, or cash flows.

Our Credit Agreements contain a financial covenant requiring us to maintain a ratio of debt to consolidated earnings (excluding noncash retirement plans MTM adjustments, noncash pension service costs, and noncash asset impairment charges) before interest, taxes, depreciation, and amortization (“adjusted EBITDA”) of not more than 3.5 to 1.0, calculated as of the last day of each fiscal quarter on a rolling four-quarters basis. The Terminated Credit Agreement also included this financial covenant. The ratio of our debt to adjusted EBITDA was 1.82 to 1.0 at May 31, 2022.

The financial covenant discussed above is the only significant restrictive covenant in the Credit Agreements. The Credit Agreements contain other customary covenants that do not, individually or in the aggregate, materially restrict the conduct of our business. We are in compliance with the financial covenant and all other covenants in the Credit Agreements and do not expect the covenants to affect our operations, including our liquidity or expected funding needs. If we failed to comply with the financial covenant or any other covenants in the Credit Agreements, our access to financing could become limited.

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During the fourth quarter of 2021, we issued \$3.25 billion of senior unsecured debt under our current shelf registration statement, comprised of €600 million of 0.45% fixed-rate notes due in May 2029 (the “Sustainability Notes”), €650 million of 0.95% fixed-rate notes due in May 2033, \$1.0 billion of 2.40% fixed-rate notes due in May 2031, and \$750 million of 3.25% fixed-rate notes due in May 2041. We used the net proceeds from these offerings to redeem the \$500 million aggregate principal amount outstanding of our 3.40% notes due 2022, the €640 million aggregate principal amount outstanding of our 0.70% notes due 2022, the \$500 million aggregate principal amount outstanding of our 2.625% notes due 2023, the €750 million aggregate principal amount outstanding of our 1.00% notes due 2023, the \$250 million aggregate principal amount outstanding of our 2.70% notes due 2023, the \$750 million aggregate principal amount outstanding of our 4.00% notes due 2024, the \$700 million aggregate principal amount outstanding of our 3.20% notes due 2025, the \$1.0 billion aggregate principal amount outstanding of our 3.80% notes due 2025, and the \$450 million aggregate principal amount outstanding of our 3.30% notes due 2027. We intend to use an amount equal to the net proceeds from the offering of the Sustainability Notes to fund or refinance a portfolio of new or ongoing projects in the following areas: clean transportation; green buildings; energy efficiency; eco-efficient and/or circular economy adapted products, production technologies and processes; pollution prevention and control; renewable energy; and socioeconomic advancement and empowerment. As a result of the debt redemption, we recognized a loss on debt extinguishment of \$393 million in 2021.

NOTE 8: LEASES

The following table is a summary of the components of net lease cost for the period ended May 31 (in millions):

	2022	2021
Operating lease cost	\$ 3,100	\$ 2,848
Finance lease cost:		
Amortization of right-of-use assets	26	23
Interest on lease liabilities	16	17
Total finance lease cost	42	40
Short-term lease cost	556	387
Variable lease cost	1,368	1,318
Net lease cost	<u><u>\$ 5,066</u></u>	<u><u>\$ 4,593</u></u>

Supplemental cash flow information related to leases for the period ended May 31 is as follows (in millions):

	2022	2021
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows paid for operating leases	\$ 2,981	\$ 2,750
Operating cash flows paid for interest portion of finance leases	15	16
Financing cash flows paid for principal portion of finance leases	99	75
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 3,489	\$ 3,703
Right-of-use assets obtained in exchange for new finance lease liabilities	\$ 56	\$ 126

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Supplemental balance sheet information related to leases as of May 31 is as follows (dollars in millions):

	2022	2021
Operating leases:		
Operating lease right-of-use assets, net	<u>\$ 16,613</u>	<u>\$ 15,383</u>
Current portion of operating lease liabilities	2,443	2,208
Operating lease liabilities	14,487	13,375
Total operating lease liabilities	<u>\$ 16,930</u>	<u>\$ 15,583</u>
Finance leases:		
Net property and equipment	<u>\$ 455</u>	<u>\$ 504</u>
Current portion of long-term debt	32	96
Long-term debt, less current portion	436	429
Total finance lease liabilities	<u>\$ 468</u>	<u>\$ 525</u>
Weighted-average remaining lease term		
Operating leases	9.8	9.9
Finance leases	30.8	30.1
Weighted-average discount rate		
Operating leases	2.85 %	2.94 %
Finance leases	3.45 %	3.43 %

We utilize certain aircraft, land, facilities, retail locations, and equipment under finance and operating leases that expire at various dates through 2060. We leased 2% of our total aircraft fleet under operating leases as of May 31, 2022 and 3% as of May 31, 2021. A portion of our supplemental aircraft are leased by us under agreements that provide for cancellation upon 30 days' notice. Our leased facilities include national, regional, and metropolitan sorting facilities; retail facilities; and administrative buildings.

A summary of future minimum lease payments under noncancelable operating and finance leases with an initial or remaining term in excess of one year at May 31, 2022 is as follows (in millions):

	Aircraft and Related Equipment	Facilities and Other	Total Operating Leases	Finance Leases	Total Leases
2023	\$ 198	\$ 2,621	\$ 2,819	\$ 47	\$ 2,866
2024	117	2,445	2,562	35	2,597
2025	86	2,179	2,265	27	2,292
2026	79	1,919	1,998	22	2,020
2027	78	1,676	1,754	21	1,775
Thereafter	164	7,831	7,995	669	8,664
Total lease payments	722	18,671	19,393	821	20,214
Less imputed interest	(54)	(2,409)	(2,463)	(353)	(2,816)
Present value of lease liability	<u>\$ 668</u>	<u>\$ 16,262</u>	<u>\$ 16,930</u>	<u>\$ 468</u>	<u>\$ 17,398</u>

While certain of our lease agreements contain covenants governing the use of the leased assets or require us to maintain certain levels of insurance, none of our lease agreements include material financial covenants or limitations.

As of May 31, 2022, FedEx has entered into additional leases which have not yet commenced and are therefore not part of the right-of-use asset and liability. These leases are generally for build-to-suit facilities and have undiscounted future payments of approximately \$3.4 billion and will commence when FedEx gains beneficial access to the leased asset. Commencement dates are expected to be from 2023 to 2024.

FedEx Express makes payments under certain leveraged operating leases that are sufficient to pay principal and interest on certain pass-through certificates. The pass-through certificates are not direct obligations of, or guaranteed by, FedEx or FedEx Express.

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We are the lessee under certain operating leases covering a portion of our leased aircraft in which the lessors are trusts established specifically to purchase, finance, and lease these aircraft to us. These leasing entities are variable interest entities. We are not the primary beneficiary of the leasing entities, as the lease terms are at market at the inception of the lease and do not include a residual value guarantee, fixed-price purchase option, or similar feature that obligates us to absorb decreases in value or entitles us to participate in increases in the value of the aircraft. Therefore, we are not required to consolidate any of these entities as the primary beneficiary. Our maximum exposure under these leases is included in the summary of future minimum lease payments.

NOTE 9: PREFERRED STOCK

Our Certificate of Incorporation authorizes the Board of Directors, at its discretion, to issue up to 4,000,000 shares of preferred stock. The stock is issuable in series, which may vary as to certain rights and preferences, and has no par value. As of May 31, 2022, none of these shares had been issued.

NOTE 10: ACCUMULATED OTHER COMPREHENSIVE INCOME

The following table provides changes in AOCI, net of tax, reported in the consolidated financial statements for the years ended May 31 (in millions; amounts in parentheses indicate debits to AOCI):

	2022	2021	2020
Foreign currency translation loss:			
Balance at beginning of period	\$ (785)	\$ (1,207)	\$ (954)
Translation adjustments	(363)	422	(254)
Reclassification to retained earnings due to the adoption of ASU 2018-02	—	—	1
Balance at end of period	<u>(1,148)</u>	<u>(785)</u>	<u>(1,207)</u>
Retirement plans adjustments:			
Balance at beginning of period	53	60	89
Prior service cost arising during period	—	—	3
Reclassifications from AOCI	(8)	(7)	(82)
Reclassification to retained earnings due to the adoption of ASU 2018-02	—	—	50
Balance at end of period	<u>45</u>	<u>53</u>	<u>60</u>
Accumulated other comprehensive loss at end of period	<u>\$ (1,103)</u>	<u>\$ (732)</u>	<u>\$ (1,147)</u>

The following table presents details of the reclassifications from AOCI for the years ended May 31 (in millions; amounts in parentheses indicate debits to earnings):

	Amount Reclassified from AOCI			Affected Line Item in the Income Statement
	2022	2021	2020	
Amortization of retirement plans prior service credits and other, before tax	\$ 10	\$ 10	\$ 107	Other retirement plans (expense) income
Income tax benefit	(2)	(3)	(25)	Provision for income taxes
AOCI reclassifications, net of tax	<u>\$ 8</u>	<u>\$ 7</u>	<u>\$ 82</u>	Net income

NOTE 11: STOCK-BASED COMPENSATION

Our total stock-based compensation expense for the years ended May 31 was as follows (in millions):

	2022	2021	2020
Stock-based compensation expense	\$ 190	\$ 200	\$ 168

We have two types of equity-based compensation: stock options and restricted stock.

STOCK OPTIONS. Under the provisions of our incentive stock plan, key employees and non-employee directors may be granted options to purchase shares of our common stock at a price not less than its fair market value on the date of grant. Vesting requirements are determined at the discretion of the Compensation and Human Resources Committee of our Board of Directors. Option-vesting periods range from one to four years, with the majority of our options vesting ratably over four years. Compensation expense associated with these awards is recognized on a straight-line basis over the requisite service period of the award.

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RESTRICTED STOCK. Under the terms of our incentive stock plan, restricted shares of our common stock are awarded to key employees. All restrictions on the shares expire ratably over a four-year period. Shares are valued at the market price on the date of award. The terms of our restricted stock provide for continued vesting subsequent to the employee's retirement. Compensation expense associated with these awards is recognized on a straight-line basis over the shorter of the requisite service period or the stated vesting period.

ASSUMPTIONS. The key assumptions for the Black-Scholes valuation method include the expected life of the option, stock price volatility, a risk-free interest rate, and dividend yield. The following table includes the weighted-average Black-Scholes value per share of our stock option grants, the intrinsic value of options exercised (in millions), and the key weighted-average assumptions used in the valuation calculations for options granted during the years ended May 31, followed by a discussion of our methodology for developing each of the assumptions used in the valuation model:

	2022	2021	2020
Weighted-average Black-Scholes value per share	\$ 80.21	\$ 44.11	\$ 33.97
Intrinsic value of options exercised	\$ 150	\$ 593	\$ 44
Black-Scholes assumptions:			
Expected lives	6.4 years	6.4 years	6.4 years
Expected volatility	32%	30%	23%
Risk-free interest rate	0.65%	1.32%	1.91%
Dividend yield	0.983%	1.710%	1.630%

The expected life represents an estimate of the period of time options are expected to remain outstanding, and we examine actual stock option exercises to determine the expected life of the options. Options granted have a maximum term of 10 years. Expected volatilities are based on the actual changes in the market value of our stock and are calculated using daily market value changes from the date of grant over a past period equal to the expected life of the options. The risk-free interest rate is the U.S. Treasury Strip rate posted at the date of grant having a term equal to the expected life of the option. The expected dividend yield is the annual rate of dividends per share over the exercise price of the option.

The following table summarizes information regarding stock option activity for the year ended May 31, 2022:

	Stock Options			
	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value (in millions) ⁽¹⁾
Outstanding at June 1, 2021	<u>15,325,497</u>	\$ 175.19		
Granted	1,812,623	\$ 282.12		
Exercised	(1,299,961)	140.97		
Forfeited	(509,734)	197.05		
Outstanding at May 31, 2022	<u>15,328,425</u>	\$ 190.01	6.3	\$ 748
Exercisable	<u>8,725,648</u>	\$ 182.46	5.0	\$ 438
Expected to vest	<u>6,084,501</u>	\$ 199.98	8.1	\$ 286
Available for future grants	<u>10,824,217</u>			

⁽¹⁾ Only presented for options with market value at May 31, 2022 in excess of the exercise price of the option.

The options granted during 2022 are primarily related to our principal annual stock option grant in June 2021.

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The following table summarizes information regarding vested and unvested restricted stock for the year ended May 31, 2022:

	Restricted Stock	
	Shares	Weighted-Average Grant Date Fair Value
Unvested at June 1, 2021	537,281	\$ 170.16
Granted	115,172	\$ 276.26
Vested	(209,402)	181.62
Forfeited	(10,570)	191.41
Unvested at May 31, 2022	<u>432,481</u>	<u>\$ 192.30</u>

During the year ended May 31, 2021, there were 335,004 shares of restricted stock granted with a weighted-average fair value of \$155.19 per share. During the year ended May 31, 2020, there were 207,012 shares of restricted stock granted with a weighted-average fair value of \$158.58 per share.

Stock option vesting during the years ended May 31 was as follows:

	Stock Options	
	Vested during the year	Fair value (in millions)
2022	3,005,727	\$ 138
2021	2,492,039	\$ 115
2020	2,073,310	\$ 99

As of May 31, 2022, there was \$253 million of total unrecognized compensation cost, net of estimated forfeitures, related to unvested share-based compensation arrangements. This compensation expense is expected to be recognized on a straight-line basis over the remaining weighted-average vesting period of approximately two years.

Total shares outstanding or available for grant related to equity compensation at May 31, 2022 represented 9% of the total outstanding common and equity compensation shares and equity compensation shares available for grant.

NOTE 12: COMPUTATION OF EARNINGS PER SHARE

The calculation of basic and diluted earnings per common share for the years ended May 31 was as follows (in millions, except per share amounts):

	2022	2021	2020
Basic earnings per common share:			
Net earnings allocable to common shares ⁽¹⁾	\$ 3,819	\$ 5,220	\$ 1,284
Weighted-average common shares	263	264	261
Basic earnings per common share	<u>\$ 14.54</u>	<u>\$ 19.79</u>	<u>\$ 4.92</u>
Diluted earnings per common share:			
Net earnings allocable to common shares ⁽¹⁾	\$ 3,819	\$ 5,221	\$ 1,284
Weighted-average common shares	263	264	261
Dilutive effect of share-based awards	3	4	1
Weighted-average diluted shares	266	268	262
Diluted earnings per common share	<u>\$ 14.33</u>	<u>\$ 19.45</u>	<u>\$ 4.90</u>
Anti-dilutive options excluded from diluted earnings per common share	<u>4.0</u>	<u>3.5</u>	<u>11.7</u>

⁽¹⁾ Net earnings available to participating securities were immaterial in all periods presented.

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NOTE 13: INCOME TAXES

The components of the provision for income taxes for the years ended May 31 were as follows (in millions):

	2022	2021	2020
Current provision (benefit)			
Domestic:			
Federal	\$ 311	\$ 199	\$ (230)
State and local	120	158	67
Foreign	317	284	198
	<u>748</u>	<u>641</u>	<u>35</u>
Deferred provision (benefit)			
Domestic:			
Federal	267	667	475
State and local	21	70	1
Foreign	34	65	(128)
	<u>322</u>	<u>802</u>	<u>348</u>
	<u><u>\$ 1,070</u></u>	<u><u>\$ 1,443</u></u>	<u><u>\$ 383</u></u>

Pre-tax earnings of foreign operations for 2022, 2021, and 2020 were \$1.4 billion, \$1.8 billion, and \$634 million, respectively. These amounts represent only a portion of total results associated with international shipments and do not represent our international results of operations.

A reconciliation of total income tax expense and the amount computed by applying the statutory federal income tax to income before income taxes for the years ended May 31 is as follows (dollars in millions):

	2022	2021	2020
Taxes computed at federal statutory rate	\$ 1,028	\$ 1,401	\$ 350
(Decreases) increases in income tax from:			
U.S. and foreign return-to-provision adjustments	(142)	—	—
State and local income taxes, net of federal benefit	116	179	53
Foreign operations	115	138	38
Non-deductible expenses	48	53	70
Uncertain tax positions	(18)	65	(14)
Benefits from share-based payments	(13)	(69)	(5)
Valuation allowance	33	14	(129)
Foreign tax rate enactments	(30)	(61)	(10)
Benefit from U.S. tax loss carryback to prior years	—	(279)	(71)
Goodwill impairment charges	—	—	75
U.S. deferred tax adjustments related to foreign operations	—	—	51
Other, net	(67)	2	(25)
Provision for income taxes	<u>\$ 1,070</u>	<u>\$ 1,443</u>	<u>\$ 383</u>
Effective Tax Rate	<u>21.9%</u>	<u>21.6%</u>	<u>23.0%</u>

The 2022 tax provision was favorably impacted by a benefit of \$142 million related to revisions of prior year tax estimates identified during the preparation of U.S. and foreign tax returns. The 2022 tax provision was also favorably impacted by changes in our corporate legal entity structure.

The Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) allowed a five-year carryback period for tax losses generated in 2019 through 2021. The 2021 tax provision includes a benefit of \$279 million from an increase in our 2020 tax loss carried back to 2015, when the U.S. federal income tax rate was 35%. The increase in our 2020 tax loss was attributable to accelerated depreciation deductions and voluntary contributions to our tax-qualified U.S. domestic pension plans (“U.S. Pension Plans”). The 2021 tax provision also includes a benefit of \$66 million from a tax rate increase in the Netherlands applied to our deferred tax asset balances and was unfavorably impacted by an increase in uncertain tax positions for matters in multiple jurisdictions.

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The 2020 tax provision includes a benefit of \$133 million from the reduction of a valuation allowance on certain foreign tax loss carryforwards and a benefit of \$71 million in connection with our estimated 2020 tax loss that the CARES Act allowed to be carried back to 2015, a tax year when the U.S. federal income tax rate was 35%. The 2020 tax provision also includes a deferred income tax expense of \$51 million for a change in deferred tax balances related to future foreign tax credits from our international structure as a result of changes in legal entity forecasts during the year. The 2020 effective tax rate was negatively impacted by decreased earnings in certain non-U.S. jurisdictions.

We continue to assert that both our historical and current earnings in our foreign subsidiaries are permanently reinvested and therefore no deferred taxes or withholding taxes have been provided, including deferred taxes on any additional outside basis difference (e.g., stock basis differences attributable to acquisition or other permanent differences). Our historical earnings can be repatriated to the U.S. with a de minimis tax cost.

The significant components of deferred tax assets and liabilities as of May 31 were as follows (in millions):

	2022		2021	
	Deferred Tax Assets	Deferred Tax Liabilities	Deferred Tax Assets	Deferred Tax Liabilities
Property, equipment, leases, and intangibles	\$ 4,464	\$ 10,608	\$ 4,248	\$ 9,731
Employee benefits	1,203	—	1,178	—
Self-insurance accruals	931	—	785	—
Other	524	66	511	52
Net operating loss/credit carryforwards	1,079	—	934	—
Valuation allowances	(413)	—	(382)	—
	<u>\$ 7,788</u>	<u>\$ 10,674</u>	<u>\$ 7,274</u>	<u>\$ 9,783</u>

The net deferred tax liabilities as of May 31 have been classified in the balance sheets as follows (in millions):

	2022	2021
Noncurrent deferred tax assets ⁽¹⁾	\$ 1,207	\$ 1,418
Noncurrent deferred tax liabilities	(4,093)	(3,927)
	<u>\$ (2,886)</u>	<u>\$ (2,509)</u>

⁽¹⁾ Noncurrent deferred tax assets are included in the line item “Other Assets” in our accompanying consolidated balance sheets.

We have approximately \$3.0 billion of net operating loss carryovers in various foreign jurisdictions, \$1.3 billion of state operating loss carryovers, and \$169 million of U.S. federal operating loss carryovers. The valuation allowances primarily represent amounts reserved for operating loss carryforwards, which expire over varying periods starting in 2023. Therefore, we establish valuation allowances if it is more likely than not that deferred income tax assets will not be realized. We believe that we will generate sufficient future taxable income to realize the tax benefits related to the remaining net deferred tax assets in our consolidated balance sheets. The increase in the valuation allowance balance during 2022 includes a \$21 million increase from a change in tax rate which did not impact the effective tax rate due to an offsetting increase in the related deferred tax asset. See Note 1 for more information on our policy for assessing the recoverability of deferred tax assets and valuation allowances.

We are subject to taxation in the U.S. and various U.S. state, local, and foreign jurisdictions. We are currently under examination by the Internal Revenue Service for the 2016 through 2019 tax years. It is reasonably possible that certain income tax return proceedings will be completed during the next 12 months and could result in a change in our balance of unrecognized tax benefits. However, we believe we have recorded adequate amounts of tax, including interest and penalties, for any adjustments expected to occur.

During 2021, we filed suit in U.S. District Court for the Western District of Tennessee challenging the validity of a tax regulation related to the one-time transition tax on unrepatriated foreign earnings, which was enacted as part of the Tax Cuts and Jobs Act (“TCJA”). Our lawsuit seeks to have the court declare this regulation invalid and order the refund of overpayments of U.S. federal income taxes for 2018 and 2019 attributable to the denial of foreign tax credits under the regulation. We have recorded a cumulative benefit of \$215 million through 2022 attributable to our interpretation of the TCJA and the Internal Revenue Code. We continue to pursue this lawsuit; however, if we are ultimately unsuccessful in defending our position, we may be required to reverse the benefit previously recorded.

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A reconciliation of the beginning and ending amount of unrecognized tax benefits for the years ended May 31 is as follows (in millions):

	2022	2021	2020
Balance at beginning of year	\$ 192	\$ 129	\$ 164
Increases for tax positions taken in the current year	14	3	3
Increases for tax positions taken in prior years	8	69	4
Decreases for tax positions taken in prior years	(15)	(6)	(10)
Settlements	(32)	(6)	(31)
Changes due to currency translation	2	3	(1)
Balance at end of year	<u>\$ 169</u>	<u>\$ 192</u>	<u>\$ 129</u>

Our liabilities recorded for uncertain tax positions include \$167 million at May 31, 2022 and \$190 million at May 31, 2021 associated with positions that, if favorably resolved, would provide a benefit to our income tax expense. We classify interest related to income tax liabilities as interest expense and, if applicable, penalties are recognized as a component of income tax expense. The balance of accrued interest and penalties was \$55 million on May 31, 2022 and \$61 million on May 31, 2021. Our consolidated statements of income for 2021 include \$20 million of interest expense associated with our uncertain tax positions while interest and penalty expense for 2022 and 2020 are immaterial.

It is difficult to predict the ultimate outcome or the timing of resolution for tax positions. Changes may result from the conclusion of ongoing audits, appeals, or litigation in state, local, federal, and foreign tax jurisdictions, or from the resolution of various proceedings between U.S. and foreign tax authorities. It is reasonably possible that the amount of the benefit with respect to certain of our unrecognized tax positions will increase or decrease within the next 12 months. However, estimates of the amounts or ranges for individual matters where a material change is reasonably possible cannot be made. We believe we have recorded adequate amounts of tax reserves, including interest and penalties, for any adjustments that may occur.

NOTE 14: RETIREMENT PLANS

We sponsor programs that provide retirement benefits to most of our employees. These programs include defined benefit pension plans, defined contribution plans, and postretirement healthcare plans.

The accounting guidance related to postretirement benefits requires recognition in the balance sheet of the funded status of defined benefit pension and other postretirement benefit plans, and the recognition in either expense or AOCI of unrecognized gains or losses and prior service costs or credits. We use MTM accounting for the recognition of our actuarial gains and losses related to our defined benefit pension and postretirement healthcare plans as described in Note 1. The funded status is measured as the difference between the fair value of the plan's assets and the PBO of the plan.

A summary of our retirement plan costs over the past three years is as follows (in millions):

	2022	2021	2020
Defined benefit pension plans	\$ (2)	\$ 88	\$ 148
Defined contribution plans	824	685	574
Postretirement healthcare plans	89	83	86
Retirement plans MTM loss (gain)	1,578	(1,176)	794
	<u>\$ 2,489</u>	<u>\$ (320)</u>	<u>\$ 1,602</u>

The components of the MTM adjustments are as follows (in millions):

	2022	2021	2020
Actual versus expected return on assets	\$ 5,109	\$ (1,712)	\$ (2,024)
Discount rate change	(4,486)	(397)	2,997
Demographic experience:			
Current year actuarial loss	504	302	50
Change in future assumptions	314	685	(229)
Termination of TNT Express Netherlands pension plan	224	—	—
Pension plan amendments, including curtailment gains	(87)	(54)	—
Total MTM loss (gain)	<u>\$ 1,578</u>	<u>\$ (1,176)</u>	<u>\$ 794</u>

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2022

Net of all fees and expenses, the actual rate of return on our U.S. Pension Plan assets was -10.8%, which was lower than our expected rate of return of 6.50%. Negative portfolio returns derived due to losses in both equities and our fixed-income assets due to market volatility and rising interest rates. The weighted-average discount rate for all our pension and postretirement healthcare plans increased from 3.11% at May 31, 2021 to 4.21% at May 31, 2022. The demographic experience in 2022 reflects an update to our mortality assumption and a current year actuarial loss due to unfavorable experience compared to various demographic assumptions.

2021

Net of all fees and expenses, the actual rate of return on our U.S. Pension Plan assets was 12.90%, which was higher than our expected return of 6.75%. Positive portfolio returns derived from our return-seeking assets were partially offset by losses from our fixed-income assets due to rising long-term interest rates. The weighted-average discount rate for all our pension and postretirement healthcare plans increased from 3.05% at May 31, 2020 to 3.11% at May 31, 2021. The demographic experience in 2021 reflects an update to our mortality and retirement rate assumptions and a current-year actuarial loss due to unfavorable experience compared to various demographic assumptions.

2020

The weighted-average discount rate for all our pension and postretirement healthcare plans decreased from 3.69% at May 31, 2019 to 3.05% at May 31, 2020. The demographic experience in 2020 reflects an update to our mortality assumption and a current-year actuarial loss due to unfavorable experience compared to various demographic assumptions. The actual rate of return, which is net of all fees and expenses, on our U.S. Pension Plan assets of 15.00% was higher than our expected return of 6.75%, as return-seeking assets, primarily equities, were positive despite equity market volatility. Additionally, fixed-income assets performed as expected as interest rates declined.

PENSION PLANS. Our largest pension plan covers certain U.S. employees age 21 and over, with at least one year of service. Pension benefits for most employees are accrued under a cash balance formula we call the Portable Pension Account ("PPA"). Under the PPA, the retirement benefit is expressed as a dollar amount in a notional account that grows with annual credits based on pay, age and years of credited service, and interest on the notional account balance. The PPA benefit is payable as a lump sum or an annuity at retirement at the election of the employee. The plan interest credit rate varies from year to year based on a U.S. Treasury index. Prior to 2009, certain employees earned benefits using a traditional pension formula (based on average earnings and years of service). Benefits under this formula were capped on May 31, 2008 for most employees.

We also sponsor or participate in nonqualified benefit plans covering certain of our U.S. employee groups and other pension plans covering certain of our international employees. The international defined benefit pension plans provide benefits primarily based on earnings and years of service and are funded in compliance with local laws and practices. The majority of our international obligations are for defined benefit pension plans in the Netherlands and the United Kingdom.

In 2020, we announced the closing of our U.S.-based defined benefit pension plans to new non-union employees hired on or after January 1, 2020. We introduced an all-401(k) plan retirement benefit structure for eligible employees with a higher company match of up to 8% across all U.S.-based operating companies in 2022. During calendar 2021, current eligible employees under the PPA pension formula were given a one-time option to continue to be eligible for pension compensation credits under the existing PPA formula and remain in the existing 401(k) plan with its company match of up to 3.5%, or to cease receiving compensation credits under the PPA and move to the new 401(k) plan with the higher match of up to 8%. Changes to the new 401(k) plan structure became effective January 1, 2022. While this new program will provide employees greater flexibility and reduce our long-term pension costs, it will not have a material impact on current or near-term financial results.

POSTRETIREMENT HEALTHCARE PLANS. Certain of our subsidiaries offer medical, dental, and vision coverage to eligible U.S. retirees and their eligible dependents and a small number of international employees. U.S. employees covered by the principal plan become eligible for these benefits at age 55 and older, if they have permanent, continuous service of at least 10 years after attainment of age 45 if hired prior to January 1, 1988, or at least 20 years after attainment of age 35 if hired on or after January 1, 1988. Postretirement healthcare benefits are capped at 150% of the 1993 per capita projected employer cost, which has been reached under most plans, so these benefits are not subject to future inflation.

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Effective January 1, 2018, certain of our U.S. postretirement healthcare benefits were converted to a lump-sum benefit in a notional retiree health reimbursement account (HRA) for eligible participants. The HRA is available to reimburse a participant for qualifying healthcare premium costs and limits the company liability to the HRA account balance. The amount of the credit is based on age at January 1, 2018 or upon age at retirement thereafter. In connection with this change, retiree health coverage was closed to most new employees hired on or after January 1, 2018.

PENSION PLAN ASSUMPTIONS. The accounting for pension and postretirement healthcare plans includes numerous assumptions, such as: discount rates; expected long-term investment returns on plan assets; future salary increases; employee turnover; mortality; and retirement ages.

Weighted-average actuarial assumptions used to determine the benefit obligations and net periodic benefit cost of our plans are as follows:

	U.S. Pension Plans			International Pension Plans			Postretirement Healthcare Plans		
	2022	2021	2020	2022	2021	2020	2022	2021	2020
Discount rate used to determine benefit obligation	4.25 %	3.23 %	3.14 %	3.09 %	1.83 %	1.79 %	4.35 %	2.81 %	2.95 %
Discount rate used to determine net periodic benefit cost	3.23	3.14	3.85	1.83	1.79	1.92	2.81	2.95	3.70
Rate of increase in future compensation levels used to determine benefit obligation	5.11	5.06	5.17	2.89	2.83	2.19	—	—	—
Rate of increase in future compensation levels used to determine net periodic benefit cost	5.06	5.17	5.10	2.83	2.19	2.43	—	—	—
Expected long-term rate of return on assets	6.50	6.75	6.75	2.39	2.71	3.26	—	—	—
Interest crediting rate used to determine net periodic benefit cost	4.00	4.00	4.00	2.50	2.00	2.20	—	—	—
Interest crediting rate used to determine benefit obligation	4.00	4.00	4.00	3.70	2.50	2.00	—	—	—

Our U.S. Pension Plan assets are invested primarily in publicly tradable securities, and our pension plans hold only a minimal investment in FedEx common stock that is entirely at the discretion of third-party pension fund investment managers. As part of our strategy to manage pension costs and funded status volatility, we follow a liability-driven investment strategy to better align plan assets with liabilities.

Establishing the expected future rate of investment return on our pension assets is a judgmental matter, which we review on an annual basis and revise as appropriate. Management considers the following factors in determining this assumption:

- the duration of our pension plan liabilities, which drives the investment strategy we can employ with our pension plan assets;
- the types of investment classes in which we invest our pension plan assets and the expected compound geometric return we can reasonably expect those investment classes to earn over time, net of all fees and expenses; and
- the investment returns we can reasonably expect our investment management program to achieve in excess of the returns we could expect if investments were made strictly in indexed funds.

For consolidated pension expense, we assumed a 6.50% expected long-term rate of return on our U.S. Pension Plan assets and 6.75% in 2021 and 2020. The historical annual return on our U.S. Pension Plan assets, calculated on a compound geometric basis, was 5.8%, net of all fees and expenses, for the 15-year period ended May 31, 2022.

The investment strategy for our U.S. Pension Plan assets is to utilize a diversified mix of public equities, fixed-income, and alternative investments to earn a long-term investment return that meets our pension plan obligations. Our largest asset classes are Corporate Fixed Income Securities and Government Fixed Income Securities (which are largely benchmarked against the Barclays Long Government, Barclays Long Corporate, or the Citigroup 20+ STRIPS indices), and U.S. and non-U.S. Equities (which are mainly benchmarked to the S&P 500 Index and MSCI indices). Accordingly, we do not have any significant concentrations of risk. Active management strategies are utilized within the plan in an effort to realize investment returns in excess of market indices. Our investment strategy also includes the limited use of derivative financial instruments on a discretionary basis to improve investment returns and manage portfolio risk.

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The following is a description of the valuation methodologies used for investments measured at fair value:

- *Cash and cash equivalents.* Level 1 investments include cash, cash equivalents, and foreign currency valued using exchange rates. Level 2 investments include short-term investment funds which are collective funds priced at a constant value by the administrator of the funds.
- *Domestic, international, and global equities.* Level 1 investments are valued at the closing price or last trade reported on the major market on which the individual securities are traded.
- *Fixed income.* We determine the fair value of Level 2 corporate bonds, U.S. and non-U.S. government securities, and other fixed-income securities by using bid evaluation pricing models or quoted prices of securities with similar characteristics.
- *Alternative Investments.* The valuation of Level 3 investments requires significant judgment due to the absence of quoted market prices, the inherent lack of liquidity, and the long-term nature of such assets. Investments in private equity, debt, real estate, hedge funds, and other private investments are valued at estimated fair value based on quarterly financial information received from the investment advisor and/or general partner. These estimates incorporate factors such as contributions and distributions, market transactions, market comparables, and performance multiples.

The fair values of investments by level and asset category and the weighted-average asset allocations for our U.S. Pension Plans and our most significant international pension plans at the measurement date are presented in the following table (in millions):

Asset Class (U.S. Plans)	Plan Assets at Measurement Date					
	2022					
	Fair Value	Actual %	Target Range % ⁽¹⁾	Quoted Prices in Active Markets Level 1	Other Observable Inputs Level 2	Unobservable Inputs Level 3
Cash and cash equivalents	\$ 1,164	4%	0 - 5%	\$ 29	\$ 1,135	
Equities			30 - 50			
U.S. large cap equity ⁽²⁾	3,368	13		1,235		
International equities ⁽²⁾	3,445	13		2,551		
Global equities ⁽²⁾	1,245	5				
U.S. SMID cap equity	809	3		804	5	
Fixed-income securities			40 - 60			
Corporate	6,755	26			6,755	
Government ⁽²⁾	4,401	17			2,749	
Mortgage-backed and other ⁽²⁾	1,251	5			381	
Alternative investments ⁽²⁾	3,554	14	0 - 15			\$ 811
Other	(22)	—		(24)	2	
Total U.S. plan assets	<u><u>\$ 25,970</u></u>	<u><u>100%</u></u>		<u><u>\$ 4,595</u></u>	<u><u>\$ 11,027</u></u>	<u><u>\$ 811</u></u>
Asset Class (International Plans)						
Cash and cash equivalents	\$ 4	1 %		\$ 4		
Equities						
International equities	—	—				
Global equities	—	—				
Fixed-income securities						
Corporate ⁽²⁾	62	14				
Government ⁽²⁾	261	60		199		
Mortgage-backed and other	—	—				
Other ⁽²⁾	107	25				
Total international plan assets	<u><u>\$ 434</u></u>	<u><u>100%</u></u>		<u><u>\$ 203</u></u>	<u><u>\$ —</u></u>	

⁽¹⁾ Target ranges have not been provided for international plan assets as they are managed at an individual country level.

⁽²⁾ Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy but are included in the total.

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Asset Class (U.S. Plans)	Plan Assets at Measurement Date					
	2021					
	Fair Value	Actual %	Target Range (%) ⁽¹⁾	Quoted Prices in Active Markets Level 1	Other Observable Inputs Level 2	Unobservable Inputs Level 3
Cash and cash equivalents	\$ 614	2%	0 - 5%	\$ 36	\$ 578	
Equities			30 - 50			
U.S. large cap equity ⁽²⁾	4,038	14		1,644		
International equities ⁽²⁾	4,664	16		3,792	2	
Global equities ⁽²⁾	1,668	6				
U.S. SMID cap equity	967	3		884	5	
Fixed-income securities			50 - 70			
Corporate	8,714	29			8,714	
Government ⁽²⁾	5,190	17			3,296	
Mortgage-backed and other ⁽²⁾	1,065	3			226	
Alternative investments ⁽²⁾	2,855	10	0 - 15			\$ 537
Other	10	—		(14)	(4)	
Total U.S. plan assets	<u>\$ 29,785</u>	<u>100%</u>		<u>\$ 6,342</u>	<u>\$ 12,817</u>	<u>\$ 537</u>
Asset Class (International Plans)						
Cash and cash equivalents	\$ 10	1 %		\$ 10		
Equities						
International equities ⁽²⁾	123	7				
Global equities ⁽²⁾	335	18				
Fixed-income securities						
Corporate ⁽²⁾	434	23				
Government ⁽²⁾	574	30		350		
Mortgage-backed and other ⁽²⁾	217	12				
Other ⁽²⁾	189	9		19	\$ 36	
Total international plan assets	<u>\$ 1,882</u>	<u>100%</u>		<u>\$ 379</u>	<u>\$ 36</u>	

(1) Target ranges have not been provided for international plan assets as they are managed at an individual country level.

(2) Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy but are included in the total.

The change in fair value of Level 3 assets that use significant unobservable inputs is shown in the table below (in millions):

	U.S. Pension Plans	
	2022	2021
Balance at beginning of year	\$ 537	\$ 416
Actual return on plan assets:		
Assets held during current year	192	41
Assets sold during the year	29	22
Purchases, sales, and settlements	53	58
Balance at end of year	<u>\$ 811</u>	<u>\$ 537</u>

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The following tables provide a reconciliation of the changes in the pension and postretirement healthcare plans' benefit obligations and fair value of assets over the two-year period ended May 31, 2022 and a statement of the funded status as of May 31, 2022 and 2021 (in millions):

	U.S. Pension Plans		International Pension Plans		Postretirement Healthcare Plans	
	2022	2021	2022	2021	2022	2021
Accumulated Benefit Obligation ("ABO")	<u>\$ 27,916</u>	<u>\$ 30,455</u>	<u>\$ 946</u>	<u>\$ 2,417</u>		
Changes in PBO and Accumulated Postretirement Benefit Obligation ("APBO")						
PBO/APBO at the beginning of year	\$ 31,423	\$ 30,199	\$ 2,611	\$ 2,242	\$ 1,456	\$ 1,314
Service cost	835	851	56	83	48	44
Interest cost	1,020	959	32	43	41	39
Actuarial (gain) loss	(3,356)	362	(19)	105	(192)	125
Benefits paid	(1,180)	(948)	(36)	(53)	(113)	(112)
Settlements	—	—	(1,315)	(11)	—	—
Other	(40)	—	(233)	202	46	46
PBO/APBO at the end of year	<u>\$ 28,702</u>	<u>\$ 31,423</u>	<u>\$ 1,096</u>	<u>\$ 2,611</u>	<u>\$ 1,286</u>	<u>\$ 1,456</u>
Change in Plan Assets						
Fair value of plan assets at the beginning of year	\$ 29,785	\$ 26,978	\$ 2,133	\$ 1,713	\$ —	\$ —
Actual return on plan assets	(3,168)	3,436	(4)	114	—	—
Company contributions	533	319	135	142	68	64
Benefits paid	(1,180)	(948)	(36)	(53)	(113)	(112)
Settlements	—	—	(1,395)	(11)	—	—
Other	—	—	(170)	228	45	48
Fair value of plan assets at the end of year	<u>\$ 25,970</u>	<u>\$ 29,785</u>	<u>\$ 663</u>	<u>\$ 2,133</u>	<u>\$ —</u>	<u>\$ —</u>
Funded Status of the Plans	<u><u>\$ (2,732)</u></u>	<u><u>\$ (1,638)</u></u>	<u><u>\$ (433)</u></u>	<u><u>\$ (478)</u></u>	<u><u>\$ (1,286)</u></u>	<u><u>\$ (1,456)</u></u>
Amount Recognized in the Balance Sheet at May 31:						
Noncurrent asset	\$ —	\$ —	\$ 126	\$ 231	\$ —	\$ —
Current pension, postretirement healthcare, and other benefit obligations	(20)	(41)	(19)	(18)	(95)	(110)
Noncurrent pension, postretirement healthcare, and other benefit obligations	(2,712)	(1,597)	(540)	(691)	(1,191)	(1,346)
Net amount recognized	<u><u>\$ (2,732)</u></u>	<u><u>\$ (1,638)</u></u>	<u><u>\$ (433)</u></u>	<u><u>\$ (478)</u></u>	<u><u>\$ (1,286)</u></u>	<u><u>\$ (1,456)</u></u>
Amounts Recognized in AOCI and not yet reflected in Net Periodic Benefit Cost:						
Prior service credit and other	\$ (54)	\$ (61)	\$ (3)	\$ (6)	\$ —	\$ —

Our pension plans included the following components at May 31 (in millions):

	PBO		Fair Value of Plan Assets		Funded Status	
	2022	2021	2022	2021	2022	2021
Qualified	\$ 28,524	\$ 31,225	\$ 25,970	\$ 29,785	\$ (2,554)	\$ (1,440)
Nonqualified	178	198	—	—	(178)	(198)
International Plans	1,096	2,611	663	2,133	(433)	(478)
Total	<u><u>\$ 29,798</u></u>	<u><u>\$ 34,034</u></u>	<u><u>\$ 26,633</u></u>	<u><u>\$ 31,918</u></u>	<u><u>\$ (3,165)</u></u>	<u><u>\$ (2,116)</u></u>
2021						
Qualified	\$ 31,225	\$ 31,225	\$ 29,785	\$ 29,785	\$ (1,440)	\$ (1,440)
Nonqualified	198	198	—	—	(198)	(198)
International Plans	2,611	2,611	2,133	2,133	(478)	(478)
Total	<u><u>\$ 34,034</u></u>	<u><u>\$ 34,034</u></u>	<u><u>\$ 31,918</u></u>	<u><u>\$ 31,918</u></u>	<u><u>\$ (2,116)</u></u>	<u><u>\$ (2,116)</u></u>

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The table above provides the PBO, fair value of plan assets, and funded status of our pension plans on an aggregated basis. The following tables present our plans on a disaggregated basis to show those plans (as a group) whose assets did not exceed their liabilities. The fair value of plan assets for pension plans with a PBO or ABO in excess of plan assets at May 31 were as follows (in millions):

		PBO Exceeds the Fair Value of Plan Assets	
		2022	2021
U.S. Pension Benefits			
Fair value of plan assets		\$ 25,970	\$ 29,785
PBO		(28,702)	(31,423)
Net funded status		<u><u>\$ (2,732)</u></u>	<u><u>\$ (1,638)</u></u>
International Pension Benefits			
Fair value of plan assets		\$ 199	\$ 241
PBO		(758)	(950)
Net funded status		<u><u>\$ (559)</u></u>	<u><u>\$ (709)</u></u>
		ABO Exceeds the Fair Value of Plan Assets	
		2022	2021
U.S. Pension Benefits			
ABO ⁽¹⁾		\$ (27,916)	\$ (29,083)
Fair value of plan assets		25,970	28,383
PBO		(28,702)	(29,888)
Net funded status		<u><u>\$ (2,732)</u></u>	<u><u>\$ (1,505)</u></u>
International Pension Benefits			
ABO ⁽¹⁾		\$ (604)	\$ (722)
Fair value of plan assets		196	206
PBO		(754)	(908)
Net funded status		<u><u>\$ (558)</u></u>	<u><u>\$ (702)</u></u>

⁽¹⁾ ABO not used in determination of funded status.

Contributions to our U.S. Pension Plans for the years ended May 31 were as follows (in millions):

		2022	2021
Required		\$ —	\$ —
Voluntary		500	300
		<u><u>\$ 500</u></u>	<u><u>\$ 300</u></u>

For 2023, no pension contributions are required for our U.S. Pension Plans as they are fully funded under the Employee Retirement Income Security Act. However, we expect to make voluntary contributions of \$800 million to these plans in 2023.

Net periodic benefit cost for the years ended May 31 were as follows (in millions):

	U.S. Pension Plans			International Pension Plans			Postretirement Healthcare Plans		
	2022	2021	2020	2022	2021	2020	2022	2021	2020
Service cost	\$ 835	\$ 851	\$ 768	\$ 56	\$ 83	\$ 96	\$ 48	\$ 44	\$ 42
Interest cost	1,020	959	1,000	32	43	43	41	39	44
Expected return on plan assets	(1,910)	(1,786)	(1,601)	(26)	(52)	(51)	—	—	—
Amortization of prior service credit	(7)	(8)	(105)	(2)	(2)	(2)	—	—	—
Actuarial losses (gains) and other	1,683	(1,288)	888	87	(13)	(179)	(192)	125	85
Net periodic benefit cost	<u><u>\$ 1,621</u></u>	<u><u>\$ (1,272)</u></u>	<u><u>\$ 950</u></u>	<u><u>\$ 147</u></u>	<u><u>\$ 59</u></u>	<u><u>\$ (93)</u></u>	<u><u>\$ (103)</u></u>	<u><u>\$ 208</u></u>	<u><u>\$ 171</u></u>

Amounts recognized in other comprehensive income were primarily related to amortization of prior service cost in our U.S. Pension Plans of \$7 million in 2022 and \$8 million in 2021 (\$6 million, net of tax, in 2022 and \$6 million, net of tax, in 2021).

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Benefit payments, which reflect expected future service, are expected to be paid as follows for the years ending May 31 (in millions):

	U.S. Pension Plans	International Pension Plans	Postretirement Healthcare Plans
2023	\$ 1,263	\$ 47	\$ 95
2024	1,350	45	104
2025	1,436	49	112
2026	1,520	52	122
2027	1,603	57	127
2028-2032	9,099	377	595

These estimates are based on assumptions about future events. Actual benefit payments may vary significantly from these estimates.

Future medical benefit claims costs are estimated to increase at an annual rate of 5.5% during 2023, decreasing to an annual growth rate of 4.0% in 2045 and thereafter.

NOTE 15: BUSINESS SEGMENTS AND DISAGGREGATED REVENUE

FedEx Express, FedEx Ground, and FedEx Freight represent our major service lines and, along with FedEx Services, constitute our reportable segments. Our reportable segments include the following businesses:

FedEx Express Segment	FedEx Express (express transportation, small-package ground delivery, and freight transportation) FedEx Custom Critical, Inc. (“FedEx Custom Critical”) (time-critical transportation)
FedEx Ground Segment	FedEx Ground (small-package ground delivery)
FedEx Freight Segment	FedEx Freight (LTL freight transportation)
FedEx Services Segment	FedEx Services (sales, marketing, information technology, communications, customer service, technical support, billing and collection services, and back-office functions)

Effective March 1, 2020, the results of FedEx Custom Critical are included in the FedEx Express segment prospectively as the impact to prior periods was not material. This change was made to reflect our internal management reporting structure.

Effective June 1, 2020, the results of FedEx Cross Border Holdings, Inc. (“FedEx Cross Border”) are included in the FedEx Express segment prospectively as the impact to prior periods was not material. This change was made to reflect our internal management reporting structure. FedEx Cross Border was subsequently merged into FedEx Express in the third quarter of 2022.

References to our transportation segments include, collectively, the FedEx Express segment, the FedEx Ground segment, and the FedEx Freight segment.

FedEx Services Segment

The FedEx Services segment operates combined sales, marketing, administrative, and information-technology functions in shared services operations for U.S. customers of our major business units and certain back-office support to our operating segments which allows us to obtain synergies from the combination of these functions. For the international regions of FedEx Express, some of these functions are performed on a regional basis and reported by FedEx Express in their natural expense line items.

The FedEx Services segment provides direct and indirect support to our operating segments, and we allocate all of the net operating costs of the FedEx Services segment to reflect the full cost of operating our businesses in the results of those segments. We review and evaluate the performance of our transportation segments based on operating income (inclusive of FedEx Services segment allocations). For the FedEx Services segment, performance is evaluated based on the effect of its total allocated net operating costs on our operating segments.

Operating expenses for each of our transportation segments include the allocations from the FedEx Services segment to the respective transportation segments. These allocations also include charges and credits for administrative services provided between operating companies. The allocations of net operating costs are based on metrics such as relative revenue or estimated services provided. We believe these allocations approximate the net cost of providing these functions. Our allocation methodologies are refined periodically, as necessary, to reflect changes in our businesses.

FEDEX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Other Intersegment Transactions

Corporate and other includes corporate headquarters costs for executive officers and certain legal and finance functions, including certain other costs and credits not attributed to our core business, including certain costs associated with developing our innovate digitally strategic pillar through our FedEx Dataworks, Inc. (including ShopRunner) (“FedEx Dataworks”) operating segment. FedEx Dataworks is focused on creating solutions to transform the digital and physical experiences of our customers and team members.

Also included in Corporate and other are the FedEx Office operating segment, which provides an array of document and business services and retail access to our customers for our package transportation businesses, and the FedEx Logistics operating segment, which provides integrated supply chain management solutions, specialty transportation, customs brokerage, and global ocean and air freight forwarding.

The results of Corporate, other, and eliminations are not allocated to the other business segments.

Certain FedEx operating companies provide transportation and related services for other FedEx companies outside their reportable segment in order to optimize our resources. Billings for such services are based on negotiated rates, which we believe approximate fair value, and are reflected as revenue of the billing segment. These rates are adjusted from time to time based on market conditions. Such intersegment revenue and expenses are eliminated in our consolidated results and are not separately identified in the following segment information because the amounts are not material.

FEDEX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table provides a reconciliation of reportable segment revenue, depreciation and amortization, operating income (loss), and segment assets to consolidated financial statement totals (in millions) for the years ended or as of May 31:

	FedEx Express Segment	FedEx Ground Segment	FedEx Freight Segment	FedEx Services Segment	Corporate, other, and eliminations	Consolidated Total
Revenue						
2022	\$ 45,814	\$ 33,232	\$ 9,532	\$ 253	\$ 4,681	\$ 93,512
2021	42,078	30,496	7,833	32	3,520	83,959
2020	35,513	22,733	7,102	22	3,847	69,217
Depreciation and amortization						
2022	\$ 2,007	\$ 919	\$ 406	\$ 513	\$ 125	\$ 3,970
2021	1,946	843	417	462	125	3,793
2020	1,894	789	381	413	138	3,615
Operating income (loss)						
2022 ⁽¹⁾	\$ 2,922	\$ 2,642	\$ 1,663	\$ —	\$ (982)	\$ 6,245
2021 ⁽²⁾	2,810	3,193	1,005	—	(1,151)	5,857
2020 ⁽³⁾	996	2,014	580	—	(1,173)	2,417
Segment assets⁽⁴⁾						
2022	\$ 47,604	\$ 32,645	\$ 8,904	\$ 8,389	\$ (11,548)	\$ 85,994
2021	46,356	29,134	7,371	8,639	(8,723)	82,777
2020	41,252	24,700	6,434	7,285	(6,134)	73,537

(1) Includes business realignment costs of \$278 million included in the FedEx Express segment, as well as a charge of \$210 million related to the pre- and post-judgment interest in connection with a FedEx Ground legal matter included in “Corporate, other, and eliminations.” Also includes TNT Express integration expenses of \$132 million included in “Corporate, other, and eliminations” and the FedEx Express segment.

(2) Includes TNT Express integration expenses of \$210 million included in “Corporate, other, and eliminations” and the FedEx Express segment. Also includes business realignment costs of \$116 million included in the FedEx Express segment.

(3) Includes noncash goodwill and other asset impairment charges of \$435 million primarily related to goodwill impairment at FedEx Office and from the decision to permanently retire certain aircraft and related engines at FedEx Express. Also includes TNT Express integration expenses of \$270 million included in “Corporate, other, and eliminations” and the FedEx Express segment.

(4) Segment assets include intercompany receivables.

The following table provides a reconciliation of reportable segment capital expenditures to consolidated totals for the years ended May 31 (in millions):

	FedEx Express Segment	FedEx Ground Segment	FedEx Freight Segment	FedEx Services Segment	Other	Consolidated Total
2022	\$ 3,637	\$ 2,139	\$ 319	\$ 565	\$ 103	\$ 6,763
2021	3,503	1,446	320	512	103	5,884
2020	3,560	1,083	539	527	159	5,868

FEDEX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following table presents revenue by service type and geographic information for the years ended or as of May 31 (in millions):

	2022	2021	2020
REVENUE BY SERVICE TYPE			
FedEx Express segment:			
Package:			
U.S. overnight box	\$ 9,084	\$ 8,116	\$ 7,234
U.S. overnight envelope	1,971	1,791	1,776
U.S. deferred	5,330	4,984	4,038
Total U.S. domestic package revenue	16,385	14,891	13,048
International priority	12,130	10,317	7,354
International economy	2,838	2,632	3,082
Total international export package revenue	14,968	12,949	10,436
International domestic ⁽¹⁾	4,340	4,640	4,179
Total package revenue	35,693	32,480	27,663
Freight:			
U.S.	3,041	3,325	2,998
International priority	3,840	3,030	1,915
International economy	1,653	1,582	1,930
International airfreight	177	245	270
Total freight revenue	8,711	8,182	7,113
Other ⁽²⁾	1,410	1,416	737
Total FedEx Express segment	45,814	42,078	35,513
FedEx Ground segment	33,232	30,496	22,733
FedEx Freight segment	9,532	7,833	7,102
FedEx Services segment	253	32	22
Other and eliminations ⁽³⁾	4,681	3,520	3,847
	<u>\$ 93,512</u>	<u>\$ 83,959</u>	<u>\$ 69,217</u>
GEOGRAPHICAL INFORMATION⁽⁴⁾			
Revenue:			
U.S.	\$ 64,941	\$ 58,792	\$ 48,404
International:			
FedEx Express segment	25,564	23,085	19,177
FedEx Ground segment	857	735	479
FedEx Freight segment	235	190	192
FedEx Services segment	1	1	1
Other	1,914	1,156	964
Total international revenue	28,571	25,167	20,813
	<u>\$ 93,512</u>	<u>\$ 83,959</u>	<u>\$ 69,217</u>
Noncurrent assets:			
U.S.	\$ 53,311	\$ 49,407	\$ 45,691
International	12,318	12,790	11,463
	<u>\$ 65,629</u>	<u>\$ 62,197</u>	<u>\$ 57,154</u>

⁽¹⁾ International domestic revenue relates to our intra-country operations.

⁽²⁾ Includes the operations of FedEx Custom Critical beginning March 1, 2020 and FedEx Cross Border beginning June 1, 2020.

⁽³⁾ Includes the FedEx Office, FedEx Logistics, and FedEx Dataworks operating segments. The financial results of FedEx Dataworks are included in the periods ended May 31, 2022 and 2021.

⁽⁴⁾ International revenue includes shipments that either originate in or are destined to locations outside the United States, which could include U.S. payors. Noncurrent assets include property and equipment, operating lease right-of-use assets, goodwill, and other long-term assets. Our flight equipment is registered in the U.S. and is included as U.S. assets; however, many of our aircraft operate internationally.

FEDEX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 16: SUPPLEMENTAL CASH FLOW INFORMATION

Cash paid for interest expense and income taxes for the years ended May 31 was as follows (in millions):

	2022	2021	2020
Cash payments for:			
Interest (net of capitalized interest)	\$ 695	\$ 819	\$ 639
Income taxes	<u>\$ 751</u>	<u>\$ 1,374</u>	<u>\$ 389</u>
Income tax refunds received	(574)	(55)	(353)
Cash tax payments, net	<u><u>\$ 177</u></u>	<u><u>\$ 1,319</u></u>	<u><u>\$ 36</u></u>

NOTE 17: GUARANTEES AND INDEMNIFICATIONS

In conjunction with certain transactions, primarily the lease, sale, or purchase of real estate, operating assets, or services in the ordinary course of business and in connection with business sales and acquisitions, we may provide routine guarantees or indemnifications (e.g., environmental, fuel, tax, and intellectual property infringement), the terms of which range in duration, and often they are not limited and have no specified maximum obligation. As a result of the TNT Express acquisition, we have assumed a guarantee related to the demerger of TNT Express and PostNL Holding B.V., which occurred in 2011, for pension benefits earned prior to the date of the demerger. The risk of making payments associated with this guarantee is remote. The overall maximum potential amount of the obligation under such guarantees and indemnifications cannot be reasonably estimated. Historically, we have not been required to make significant payments under our guarantee or indemnification obligations and no material amounts have been recognized in our financial statements for the underlying fair value of these obligations.

NOTE 18: COMMITMENTS

Annual purchase commitments under various contracts as of May 31, 2022 were as follows (in millions):

	Aircraft and Aircraft Related	Other ⁽¹⁾	Total
2023	\$ 1,986	\$ 965	\$ 2,951
2024	1,927	664	2,591
2025	1,404	490	1,894
2026	418	421	839
2027	306	172	478
Thereafter	<u>1,948</u>	<u>128</u>	<u>2,076</u>
Total	<u><u>\$ 7,989</u></u>	<u><u>\$ 2,840</u></u>	<u><u>\$ 10,829</u></u>

⁽¹⁾ Primarily equipment and advertising contracts.

The amounts reflected in the table above for purchase commitments represent noncancelable agreements to purchase goods or services. As of May 31, 2022, our obligation to purchase two Boeing 777 Freighter ("B777F") aircraft and two Boeing 767-300 Freighter ("B767F") aircraft is conditioned upon there being no event that causes FedEx Express or its employees not to be covered by the Railway Labor Act of 1926, as amended. Open purchase orders that are cancelable are not considered unconditional purchase obligations for financial reporting purposes and are not included in the table above.

We have several aircraft modernization programs under way that are supported by the purchase of B777F and B767F aircraft. These aircraft are significantly more fuel-efficient per unit than the aircraft types previously utilized, and these expenditures are necessary to achieve significant long-term operating savings and to replace older aircraft. Our ability to delay the timing of these aircraft-related expenditures is limited without incurring significant costs to modify existing purchase agreements.

FEDEX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

As of May 31, 2022, we had \$1.3 billion in deposits and progress payments on aircraft purchases and other planned aircraft-related transactions. These deposits are classified in the “Other assets” caption of our accompanying consolidated balance sheets. Aircraft and aircraft-related contracts are subject to price escalations. The following table is a summary of the key aircraft we are committed to purchase as of May 31, 2022, with the year of expected delivery:

	Cessna SkyCourier 408	ATR 72-600F	B767F	B777F	Total
2023	11	11	14	2	38
2024	12	6	14	4	36
2025	12	6	10	2	30
2026	14	1	—	—	15
2027	—	—	—	—	—
Thereafter	—	—	—	—	—
Total	49	24	38	8	119

NOTE 19: CONTINGENCIES

Service Provider Lawsuits. FedEx Ground is defending lawsuits in which it is alleged that FedEx Ground should be treated as a joint employer of drivers employed by service providers engaged by FedEx Ground. These cases are in varying stages of litigation, and we are not currently able to estimate an amount or range of potential loss in all of these matters. However, we do not expect to incur, individually or in the aggregate, a material loss in these matters. Nevertheless, adverse determinations in these matters could, among other things, entitle service providers’ drivers to certain wage payments from the service providers and FedEx Ground and result in employment and withholding tax and benefit liability for FedEx Ground. We continue to believe that FedEx Ground is not an employer or joint employer of the drivers of these independent businesses.

FedEx Ground Vehicle Accident Lawsuit. In July 2012, FedEx Ground was named as a defendant in a lawsuit filed in New Mexico state court related to a vehicle accident involving a driver employed by a service provider engaged by FedEx Ground that resulted in three fatalities, including the driver employed by the service provider. The complaint alleged personal injury and wrongful death. After trial, in January 2015, the jury awarded the plaintiffs compensatory damages of approximately \$160 million. Following the trial judge’s recusal, this award was affirmed by the substitute judge in July 2015 and by the New Mexico Court of Appeals in February 2018, respectively. FedEx Ground subsequently sought a discretionary appeal to the New Mexico Supreme Court to address what FedEx Ground believed to be an excessive verdict. The New Mexico Supreme Court granted FedEx Ground’s appeal in June 2018. In May 2022, the New Mexico Supreme Court affirmed the decision of the New Mexico Court of Appeals.

A loss reserve in the amount of approximately \$370 million was recorded in FedEx’s consolidated financial statements for the year ended May 31, 2022, representing the approximately \$160 million base amount of the judgment and accrued pre- and post-judgment interest, with a corresponding insurance receivable recorded for the base amount of the judgment in excess of FedEx Ground’s \$7.5 million self-insured retention and insurance deductible. In July 2022 we paid approximately \$370 million to plaintiffs and their counsel. Our insurance carriers funded the base amount of the judgment in excess of FedEx Ground’s self-insured retention and insurance deductible, and we intend to vigorously pursue all insurance coverages for reimbursement of our payment of approximately \$210 million of pre- and post-judgment interest.

Other Matters. FedEx and its subsidiaries are subject to other legal proceedings that arise in the ordinary course of business, including certain lawsuits containing various class-action allegations of wage-and-hour violations in which plaintiffs claim, among other things, that they were forced to work “off the clock,” were not paid overtime, or were not provided work breaks or other benefits, as well as other lawsuits containing allegations that FedEx and its subsidiaries are responsible for third-party losses related to vehicle accidents that could exceed our insurance coverage for such losses. In the opinion of management, the aggregate liability, if any, with respect to these other actions will not have a material adverse effect on our financial position, results of operations, or cash flows.

Environmental Matters. SEC regulations require us to disclose certain information about proceedings arising under federal, state, or local environmental provisions if we reasonably believe that such proceedings may result in monetary sanctions above a stated threshold. Pursuant to the SEC regulations, FedEx uses a threshold of \$1 million or more for purposes of determining whether disclosure of any such proceedings is required. Applying this threshold, there are no environmental matters required to be disclosed for this period.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Management's Evaluation of Disclosure Controls and Procedures

The management of FedEx, with the participation of our principal executive and financial officers, has evaluated the effectiveness of our disclosure controls and procedures in ensuring that the information required to be disclosed in our filings under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, including ensuring that such information is accumulated and communicated to FedEx management as appropriate to allow timely decisions regarding required disclosure. Based on such evaluation, our principal executive and financial officers have concluded that such disclosure controls and procedures were effective as of May 31, 2022 (the end of the period covered by this Annual Report).

Assessment of Internal Control Over Financial Reporting

Management's report on our internal control over financial reporting and the report of Ernst & Young LLP with respect to our internal control over financial reporting are presented in "Item 8. Financial Statements and Supplementary Data" of this Annual Report.

Changes in Internal Control Over Financial Reporting

During our fiscal quarter ended May 31, 2022, no change occurred in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. Due to the COVID-19 pandemic, the majority of our accounting, finance, and legal employees continued working remotely. We continue to monitor and assess the effects of remote work on our internal controls to minimize the impact on the design and operating effectiveness of our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Disclosure Pursuant to Section 219 of the Iran Threat Reduction and Syria Human Rights Act of 2012 and Section 13(r) of the Exchange Act. The information provided pursuant to Section 13(r) of the Securities Exchange Act in Part II, Item 5 ("Other Information") of FedEx's Quarterly Reports on Form 10-Q for the quarters ended [August 31, 2021](#) and [November 30, 2021](#) is incorporated herein by reference.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS, AND CORPORATE GOVERNANCE

Information regarding members of the Board of Directors and certain other aspects of FedEx's corporate governance (such as the procedures by which FedEx's stockholders may recommend nominees to the Board of Directors and information about the Audit and Finance Committee, including its members and our "audit committee financial expert") will be presented in FedEx's definitive proxy statement for its 2022 annual meeting of stockholders, which will be held on September 19, 2022, and is incorporated herein by reference. Information regarding executive officers of FedEx is included above in Part I of this Annual Report under the caption "Information About Our Executive Officers" pursuant to the Instruction to Item 401 of Regulation S-K and General Instruction G(3) of Form 10-K. Information regarding FedEx's Code of Conduct is included above in "Item 1. Business" of this Annual Report under the caption "Reputation and Responsibility — Governance."

ITEM 11. EXECUTIVE COMPENSATION

Information regarding director and executive compensation will be presented in FedEx's definitive proxy statement for its 2022 annual meeting of stockholders, which will be held on September 19, 2022, and is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information regarding security ownership of certain beneficial owners and management and related stockholder matters, as well as equity compensation plan information, will be presented in FedEx's definitive proxy statement for its 2022 annual meeting of stockholders, which will be held on September 19, 2022, and is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information regarding certain relationships and transactions with related persons (including FedEx's policies and procedures for the review and preapproval of related person transactions) and director independence will be presented in FedEx's definitive proxy statement for its 2022 annual meeting of stockholders, which will be held on September 19, 2022, and is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information regarding the fees for services provided by Ernst & Young LLP during 2022 and 2021 and the Audit and Finance Committee's administration of the engagement of Ernst & Young LLP, including the Committee's preapproval policies and procedures (such as FedEx's Policy on Engagement of Independent Auditor), will be presented in FedEx's definitive proxy statement for its 2022 annual meeting of stockholders, which will be held on September 19, 2022, and is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) and (2) Financial Statements; Financial Statement Schedules

FedEx's consolidated financial statements, together with the notes thereto and the report of Ernst & Young LLP dated July 18, 2022 thereon, are presented in "Item 8. Financial Statements and Supplementary Data" of this Annual Report. FedEx's "Schedule II — Valuation and Qualifying Accounts," together with the report of Ernst & Young LLP dated July 18, 2022 thereon, is presented on pages 127 through 128 of this Annual Report. All other financial statement schedules have been omitted because they are not applicable or the required information is included in FedEx's consolidated financial statements or the notes thereto.

(a)(3) Exhibits

Exhibit Number	Description of Exhibit
<u>Certificate of Incorporation and Bylaws</u>	
3.1	<u>Third Amended and Restated Certificate of Incorporation of FedEx. (Filed as Exhibit 3.1 to FedEx's Current Report on Form 8-K dated September 26, 2011 and filed September 28, 2011, and incorporated herein by reference.)</u>
3.2	<u>Amended and Restated Bylaws of FedEx. (Filed as Exhibit 3.1 to FedEx's Current Report on Form 8-K dated June 13, 2022 and filed June 14, 2022, and incorporated herein by reference.)</u>
<u>Long-Term Debt Instruments</u>	
* 4.1	<u>Description of Capital Stock and Debt Securities.</u>
4.2	<u>Indenture, dated as of August 8, 2006, between FedEx, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A. (formerly, The Bank of New York Trust Company, N.A.), as trustee. (Filed as Exhibit 4.3 to FedEx's Registration Statement on Form S-3 filed on September 19, 2012, and incorporated herein by reference.)</u>
4.3	<u>Supplemental Indenture No. 3, dated as of July 27, 2012, between FedEx, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee. (Filed as Exhibit 4.5 to FedEx's Registration Statement on Form S-3 filed on September 19, 2012, and incorporated herein by reference.)</u>
4.4	<u>Form of 3.875% Note due 2042. (Included in Exhibit 4.5 to FedEx's Registration Statement on Form S-3 filed on September 19, 2012, and incorporated herein by reference.)</u>
4.5	<u>Supplemental Indenture No. 4, dated as of April 11, 2013, between FedEx, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee. (Filed as Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed April 11, 2013, and incorporated herein by reference.)</u>
4.6	<u>Form of 4.10% Note due 2043. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed April 11, 2013, and incorporated herein by reference.)</u>
4.7	<u>Supplemental Indenture No. 5, dated as of January 9, 2014, between FedEx, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee. (Filed as Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2014, and incorporated herein by reference.)</u>
4.8	<u>Form of 4.900% Note due 2034. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2014, and incorporated herein by reference.)</u>
4.9	<u>Form of 5.100% Note due 2044. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2014, and incorporated herein by reference.)</u>
4.10	<u>Supplemental Indenture No. 6, dated as of January 9, 2015, between FedEx, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee. (Filed as Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2015, and incorporated herein by reference.)</u>
4.11	<u>Form of 3.900% Note due 2035. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2015, and incorporated herein by reference.)</u>
4.12	<u>Form of 4.100% Note due 2045. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2015, and incorporated herein by reference.)</u>

- 4.13 Form of 4.500% Note due 2065. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2015, and incorporated herein by reference.)
- 4.14 Indenture, dated as of October 23, 2015, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed October 23, 2015, and incorporated herein by reference.)
- 4.15 Supplemental Indenture No. 1, dated as of October 23, 2015, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed October 23, 2015, and incorporated herein by reference.)
- 4.16 Form of 4.750% Note due 2045. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed October 23, 2015, and incorporated herein by reference.)
- 4.17 Supplemental Indenture No. 2, dated as of March 24, 2016, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed March 24, 2016, and incorporated herein by reference.)
- 4.18 Form of 3.250% Note due 2026. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed March 24, 2016, and incorporated herein by reference.)
- 4.19 Form of 4.550% Note due 2046. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed March 24, 2016, and incorporated herein by reference.)
- 4.20 Supplemental Indenture No. 3, dated as of April 11, 2016, between FedEx, the Guarantors named therein, Wells Fargo Bank, National Association, as trustee, and Elavon Financial Services Limited, UK Branch, as paying agent. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 11, 2016, and incorporated herein by reference.)
- 4.21 Form of 1.625% Note due 2027. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 11, 2016, and incorporated herein by reference.)
- 4.22 Supplemental Indenture No. 4, dated as of January 6, 2017, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 6, 2017, and incorporated herein by reference.)
- 4.23 Form of 4.400% Note due 2047. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 6, 2017, and incorporated herein by reference.)
- 4.24 Supplemental Indenture No. 5, dated as of January 31, 2018, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 31, 2018, and incorporated herein by reference.)
- 4.25 Form of 3.400% Note due 2028. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 31, 2018, and incorporated herein by reference.)
- 4.26 Form of 4.050% Note due 2048. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 31, 2018, and incorporated herein by reference.)
- 4.27 Supplemental Indenture No. 6, dated as of October 17, 2018, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed October 17, 2018, and incorporated herein by reference.)
- 4.28 Form of 4.200% Note due 2028. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed October 17, 2018, and incorporated herein by reference.)
- 4.29 Form of 4.950% Note due 2048. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed October 17, 2018, and incorporated herein by reference.)
- 4.30 Supplemental Indenture No. 9, dated as of July 24, 2019, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed July 24, 2019, and incorporated herein by reference.)
- 4.31 Form of 3.100% Note due 2029. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed July 24, 2019, and incorporated herein by reference.)
- 4.32 Supplemental Indenture No. 10, dated as of August 5, 2019, between FedEx, the Guarantors named therein, Wells Fargo Bank, National Association, as trustee, and Elavon Financial Services DAC, UK Branch, as paying agent. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed August 5, 2019, and incorporated herein by reference.)

- 4.33 Form of 0.450% Note due 2025. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed August 5, 2019, and incorporated herein by reference.)
- 4.34 Form of 1.300% Note due 2031. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed August 5, 2019, and incorporated herein by reference.)
- 4.35 Supplemental Indenture No. 11, dated as of April 7, 2020, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 7, 2020, and incorporated herein by reference.)
- 4.36 Form of 4.250% Note due 2030. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 7, 2020, and incorporated herein by reference.)
- 4.37 Form of 5.250% Note due 2050. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 7, 2020, and incorporated herein by reference.)
- 4.38 Pass Through Trust Agreement, dated as of August 13, 2020, between FedEx Express and Wilmington Trust Company. (Filed as Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed August 13, 2020 (the "August 13, 2020 Form 8-K"), and incorporated herein by reference.)
- 4.39 Trust Supplement No. 2020-1AA, dated as of August 13, 2020, between FedEx Express and Wilmington Trust Company, as Trustee, to the Pass Through Trust Agreement dated as of August 13, 2020. (Filed as Exhibit 4.2 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- 4.40 Guarantee of FedEx dated August 13, 2020. (Filed as Exhibit 4.3 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- 4.41 Form of Pass Through Trust Certificate, Series 2020-1AA. (Included in Exhibit A to Exhibit 4.2 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- 4.42 Intercreditor Agreement, dated as of August 13, 2020, among Wilmington Trust Company, as Trustee of the FedEx Pass Through Trust 2020-1AA, BNP Paribas, acting through its New York Branch, as Liquidity Provider, and Wilmington Trust Company, as Subordination Agent. (Filed as Exhibit 4.5 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- 4.43 Revolving Credit Agreement (2020-1AA), dated as of August 13, 2020, between Wilmington Trust Company, as Subordination Agent, agent and trustee for the trustee of the FedEx Pass Through Trust 2020-1AA and as Borrower, and BNP Paribas, acting through its New York Branch, as Liquidity Provider. (Filed as Exhibit 4.6 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- ** †4.44 Participation Agreement (N126FE), dated as of August 13, 2020, among FedEx Express, Wilmington Trust Company, as Pass Through Trustee under the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein. (Filed as Exhibit 4.7 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- *** †4.45 Participation Agreement (N869FD), dated as of August 13, 2020, among FedEx Express, Wilmington Trust Company, as Pass Through Trustee under the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein. (Filed as Exhibit 4.8 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- **4.46 Indenture and Security Agreement (N126FE), dated as of August 13, 2020, between FedEx Express and Wilmington Trust Company, as Loan Trustee. (Filed as Exhibit 4.9 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- ***4.47 Indenture and Security Agreement (N869FD), dated as of August 13, 2020, between FedEx Express and Wilmington Trust Company, as Loan Trustee. (Filed as Exhibit 4.10 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- 4.48 Form of Series 2020-1AA Equipment Notes. (Included in Exhibit 4.9 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- 4.49 Supplemental Indenture No. 12, dated as of April 29, 2021, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 29, 2021, and incorporated herein by reference.)

- 4.50 Form of 2.400% Note due 2031. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 29, 2021, and incorporated herein by reference.)
- 4.51 Form of 3.250% Note due 2041. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 29, 2021, and incorporated herein by reference.)
- 4.52 Supplemental Indenture No. 13, dated as of May 4, 2021, between FedEx, the Guarantors named therein, Wells Fargo Bank, National Association, as trustee and Elavon Financial Services DAC, UK Branch, as paying agent. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed May 4, 2021, and incorporated herein by reference.)
- 4.53 Form of 0.450% Note due 2029. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed May 4, 2021, and incorporated herein by reference.)
- 4.54 Form of 0.950% Note due 2033. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed May 4, 2021, and incorporated herein by reference.)
- 4.55 Succession Agreement, dated as of December 13, 2021, among FedEx, the guarantors named therein, The Bank of New York Mellon Trust Company, N.A., and U.S. Bank National Association. (Filed as Exhibit 4.1 to FedEx's Current Report on Form 8-K dated December 13, 2021 and filed December 16, 2021, and incorporated herein by reference.)
- 4.56 Succession Agreement, dated as of December 13, 2021, among FedEx, the guarantors named therein, Computershare Trust Company, N.A., as agent for Wells Fargo Bank, National Association, and U.S. Bank National Association. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated December 13, 2021 and filed December 16, 2021, and incorporated herein by reference.)

Facility Lease Agreements

- 10.1 Composite Lease Agreement dated May 21, 2007 (but effective as of January 1, 2007) between the Memphis-Shelby County Airport Authority and FedEx Express (the "Composite Lease Agreement"). (Filed as Exhibit 10.1 to FedEx's FY07 Annual Report on Form 10-K, and incorporated herein by reference.)
- 10.2 First Amendment dated December 29, 2009 (but effective as of September 1, 2008) to the Composite Lease Agreement. (Filed as Exhibit 10.1 to FedEx's FY10 Third Quarter Report on Form 10-Q, and incorporated herein by reference.)
- 10.3 Second Amendment dated March 30, 2010 (but effective as of June 1, 2009) and Third Amendment dated April 27, 2010 (but effective as of July 1, 2009), each to the Composite Lease Agreement. (Filed as Exhibit 10.3 to FedEx's FY10 Annual Report on Form 10-K, and incorporated herein by reference.)
- 10.4 Fourth Amendment dated December 22, 2011 (but effective as of December 15, 2011) to the Composite Lease Agreement. (Filed as Exhibit 10.4 to FedEx's FY12 Third Quarter Report on Form 10-Q, and incorporated herein by reference.)
- 10.5 Fifth Amendment dated December 19, 2012 (but effective as of January 1, 2013) to the Composite Lease Agreement. (Filed as Exhibit 10.5 to FedEx's FY13 Third Quarter Report on Form 10-Q, and incorporated herein by reference.)
- 10.6 Sixth Amendment dated September 19, 2013 (but effective as of July 1, 2014) to the Composite Lease Agreement. (Filed as Exhibit 10.5 to FedEx's FY14 Second Quarter Report on Form 10-Q, and incorporated herein by reference.)
- 10.7 Seventh Amendment dated June 1, 2016 (but effective as of April 1, 2016) to the Composite Lease Agreement. (Filed as Exhibit 10.7 to FedEx's FY16 Annual Report on Form 10-K, and incorporated herein by reference.)
- 10.8 Eighth Amendment dated July 29, 2016 (but effective as of April 1, 2017) to the Composite Lease Agreement. (Filed as Exhibit 10.14 to FedEx's FY17 First Quarter Report on Form 10-Q, and incorporated herein by reference.)
- 10.9 Ninth Amendment dated August 14, 2017 (but effective as of September 1, 2017) to the Composite Lease Agreement. (Filed as Exhibit 10.9 to FedEx's FY18 First Quarter Report on Form 10-Q, and incorporated herein by reference.)
- 10.10 Tenth Amendment dated May 22, 2018 (but effective as of May 1, 2018) to the Composite Lease Agreement. (Filed as Exhibit 10.10 to FedEx's FY18 Annual Report on Form 10-K, and incorporated herein by reference.)
- 10.11 Eleventh Amendment dated January 22, 2019 (but effective as of January 1, 2019) to the Composite Lease Agreement. (Filed as Exhibit 10.9 to FedEx's FY19 Third Quarter Report on Form 10-Q, and incorporated herein by reference.)

- *†10.12 [Twelfth Amendment dated April 9, 2019 \(but effective as of April 1, 2019\) to the Composite Lease Agreement.](#) (Filed as Exhibit 10.12 to FedEx's FY19 Annual Report on Form 10-K, and incorporated herein by reference.)
- *†10.13 [Thirteenth Amendment dated and effective July 26, 2021 to the Composite Lease Agreement.](#) (Filed as Exhibit 10.3 to FedEx's FY22 First Quarter Report on Form 10-Q, and incorporated herein by reference.)
- *†10.14 [Fourteenth Amendment dated March 14, 2022 \(but effective as of February 1, 2022\) to the Composite Lease Agreement.](#)
- *†10.15 [Fifteenth Amendment dated and effective May 19, 2022 to the Composite Lease Agreement.](#)
- Aircraft-Related Agreements**
- *†^10.16 [Boeing 777 Freighter Purchase Agreement dated as of November 7, 2006 between The Boeing Company and FedEx Express \(the "Boeing 777 Freighter Purchase Agreement"\).](#)
- 10.17 [Supplemental Agreement No. 1 dated as of June 16, 2008, amending the Boeing 777 Freighter Purchase Agreement.](#) (Filed as Exhibit 10.13 to FedEx's FY08 Annual Report on Form 10-K, and incorporated herein by reference.)
- 10.18 [Supplemental Agreement No. 2 dated as of July 14, 2008 to the Boeing 777 Freighter Purchase Agreement.](#) (Filed as Exhibit 10.3 to FedEx's FY09 Second Quarter Report on Form 10-Q, and incorporated herein by reference.)
- *†^10.19 [Supplemental Agreement No. 3 dated as of December 15, 2008 \(and related side letters\) to the Boeing 777 Freighter Purchase Agreement.](#)
- *^10.20 [Supplemental Agreement No. 4 dated as of January 9, 2009 \(and related side letters\) to the Boeing 777 Freighter Purchase Agreement.](#)
- *^10.21 [Side letters dated May 29, 2009 and May 19, 2009, each amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.22 [Supplemental Agreement No. 5 dated as of January 11, 2010 to the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.23 [Supplemental Agreement No. 6 dated as of March 17, 2010, Supplemental Agreement No. 7 dated as of March 17, 2010, and Supplemental Agreement No. 8 \(and related side letters\) dated as of April 30, 2010, each amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.24 [Supplemental Agreement No. 9 dated as of June 18, 2010, Supplemental Agreement No. 10 dated as of June 18, 2010, Supplemental Agreement No. 11 \(and related side letter\) dated as of August 19, 2010, and Supplemental Agreement No. 13 \(and related side letter\) dated as of August 27, 2010, each amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.25 [Supplemental Agreement No. 12 \(and related side letter\) dated as of September 3, 2010, Supplemental Agreement No. 14 \(and related side letter\) dated as of October 25, 2010, and Supplemental Agreement No. 15 \(and related side letter\) dated as of October 29, 2010, each amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.26 [Supplemental Agreement No. 16 \(and related side letters\) dated as of January 31, 2011, and Supplemental Agreement No. 17 dated as of February 14, 2011, each amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.27 [Supplemental Agreement No. 18 \(and related side letter\) dated as of March 30, 2011, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.28 [Supplemental Agreement No. 19 \(and related side letter\) dated as of October 27, 2011, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.29 [Supplemental Agreement No. 20 \(and related side letters\) dated as of December 14, 2011, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.30 [Supplemental Agreement No. 21 dated as of June 29, 2012, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.31 [Supplemental Agreement No. 22 \(and related side letters\) dated as of December 11, 2012, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.32 [Supplemental Agreement No. 23 \(and related side letters\) dated as of December 10, 2013, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.33 [Supplemental Agreement No. 24 \(and related side letters\) dated as of May 4, 2016, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.34 [Supplemental Agreement No. 25 \(and related side letters\) dated as of June 10, 2016, amending the Boeing 777 Freighter Purchase Agreement.](#)

- *†^10.35 [Supplemental Agreement No. 26 \(and related side letter\) dated as of February 10, 2017, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.36 [Supplemental Agreement No. 27 \(and related side letter\) dated as of October 12, 2017, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.37 [Supplemental Agreement No. 28 \(and related side letter\) dated as of January 26, 2018, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.38 [Supplemental Agreement No. 29 \(and related side letters\) dated as of February 2, 2018, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *^10.39 [Letter Agreement dated as of March 16, 2018, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.40 [Supplemental Agreement No. 30 \(and related side letters\) dated as of June 18, 2018, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.41 [Supplemental Agreement No. 31 dated as of September 14, 2018, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.42 [Letter Agreement dated as of September 14, 2018, amending the Boeing 777 Freighter Purchase Agreement.](#)
- †^10.43 [Letter Agreement dated as of July 9, 2019, amending the Boeing 777 Freighter Purchase Agreement. \(Filed as Exhibit 10.5 to FedEx's FY20 First Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- ^10.44 [Letter Agreement dated as of December 19, 2019, amending the Boeing 777 Freighter Purchase Agreement and the Boeing 767-3S2 Freighter Purchase Agreement dated as of December 14, 2011 between The Boeing Company and FedEx Express \(the "Boeing 767-3S2 Freighter Purchase Agreement"\). \(Filed as Exhibit 10.8 to FedEx's FY20 Third Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- ^10.45 [Letter Agreement dated as of February 7, 2020, amending the Boeing 777 Freighter Purchase Agreement. \(Filed as Exhibit 10.9 to FedEx's FY20 Third Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- ^10.46 [Supplemental Agreement No. 32 \(and related side letters\) dated as of February 28, 2020, amending the Boeing 777 Freighter Purchase Agreement. \(Filed as Exhibit 10.10 to FedEx's FY20 Third Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- ^10.47 [Letter Agreement dated as of May 25, 2021, amending the Boeing 777 Freighter Purchase Agreement. \(Filed as Exhibit 10.44 to FedEx's FY21 Annual Report on Form 10-K, and incorporated herein by reference.\)](#)
- †^10.48 [Supplemental Agreement No. 33 \(and related side letter\) dated as of December 30, 2020, amending the Boeing 777 Freighter Purchase Agreement. \(Filed as Exhibit 10.1 to FedEx's FY22 Second Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- ^10.49 [Letter Agreement dated as of October 1, 2021, amending the Boeing 777 Freighter Purchase Agreement. \(Filed as Exhibit 10.2 to FedEx's FY22 Second Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- †^10.50 [Supplemental Agreement No. 34 \(and related side letters\) dated as of October 13, 2021, amending the Boeing 777 Freighter Purchase Agreement. \(Filed as Exhibit 10.3 to FedEx's FY22 Second Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- †^10.51 [Supplemental Agreement No. 35 \(and related side letters\) dated as of December 10, 2021, amending the Boeing 777 Freighter Purchase Agreement. \(Filed as Exhibit 10.1 to FedEx's FY22 Third Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- *10.52 [Supplemental Agreement No. 36 \(and related side letters\) dated as of June 1, 2022, amending the Boeing 777 Freighter Purchase Agreement.](#)
- *†^10.53 [The Boeing 767-3S2 Freighter Purchase Agreement.](#)
- *†^10.54 [Supplemental Agreement No. 1 \(and related side letters\) dated as of June 29, 2012, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)
- *†^10.55 [Supplemental Agreement No. 2 dated as of October 8, 2012, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)
- *†^10.56 [Supplemental Agreement No. 3 \(and related side letters\) dated as of December 11, 2012, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)
- *†^10.57 [Supplemental Agreement No. 4 \(and related side letter\) dated as of December 10, 2013, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)

- *†^10.58 [Supplemental Agreement No. 5 \(and related side letters\) dated as of September 29, 2014, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)
- *†^10.59 [Letter Agreement dated as of January 22, 2015, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)
- *†^10.60 [Supplemental Agreement No. 6 \(and related side letters\) dated as of July 21, 2015, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)
- *†^10.61 [Supplemental Agreement No. 7 dated as of April 18, 2016, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)
- *†^10.62 [Supplemental Agreement No. 8 \(and related side letters\) dated as of June 10, 2016, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)
- *†^10.63 [Supplemental Agreement No. 9 dated as of February 16, 2017, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)
- *†^10.64 [Supplemental Agreement No. 10 dated as of May 10, 2017, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)
- *^10.65 [Supplemental Agreement No. 11 \(and related side letters\) dated as of June 18, 2018, amending the Boeing 767-3S2 Freighter Purchase Agreement.](#)
- ^10.66 [Letter Agreement dated as of May 10, 2019, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.53 to FedEx's FY19 Annual Report on Form 10-K, and incorporated herein by reference.\)](#)
- ^10.67 [Letter Agreement dated as of May 29, 2019, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.54 to FedEx's FY19 Annual Report on Form 10-K, and incorporated herein by reference.\)](#)
- ^10.68 [Letter Agreement dated as of May 29, 2019, amending the Boeing 767-3S2 Freighter Purchase Agreement and the Boeing 777 Freighter Purchase Agreement. \(Filed as Exhibit 10.55 to FedEx's FY19 Annual Report on Form 10-K, and incorporated herein by reference.\)](#)
- † ^10.69 [Supplemental Agreement No. 12 \(and related side letters\) dated as of June 24, 2019, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.6 to FedEx's FY20 First Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- † ^10.70 [Letter Agreement dated as of July 9, 2019, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.7 to FedEx's FY20 First Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- † ^10.71 [Supplemental Agreement No. 13 dated as of September 4, 2019, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.6 to FedEx's FY20 Second Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- ^10.72 [Letter Agreement dated as of December 19, 2019, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.11 to FedEx's FY20 Third Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- ^10.73 [Letter Agreement dated as of January 30, 2020, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.12 to FedEx's FY20 Third Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- † ^10.74 [Supplemental Agreement No. 14 \(and related side letters\) dated as of February 28, 2020, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.13 to FedEx's FY20 Third Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- † ^10.75 [Supplemental Agreement No. 15 \(and related side letters\) dated as of June 25, 2020, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.4 to FedEx's FY21 First Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- ^10.76 [Letter Agreement dated as of May 28, 2021, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.68 to FedEx's FY21 Annual Report on Form 10-K, and incorporated herein by reference.\)](#)
- ^10.77 [Letter Agreement dated as of June 8, 2021, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.1 to FedEx's FY22 First Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)
- ^10.78 [Supplemental Agreement No. 16 \(and related side letters\) dated as of June 22, 2021, amending the Boeing 767-3S2 Freighter Purchase Agreement. \(Filed as Exhibit 10.2 to FedEx's FY22 First Quarter Report on Form 10-Q, and incorporated herein by reference.\)](#)

Financing Agreements

- * †10.79 [Second Amended and Restated Five-Year Credit Agreement \(the “Five-Year Credit Agreement”\) dated as of March 16, 2021, among FedEx, JPMorgan Chase Bank, N.A., individually and as administrative agent, and other financial institutions.](#) (Filed as Exhibit 10.69 to FedEx’s FY21 Annual Report on Form 10-K, and incorporated herein by reference).
- * †10.80 [First Amendment to Five-Year Credit Agreement dated as of March 15, 2022.](#)
- * †10.81 [Three-Year Credit Agreement dated as of March 15, 2022, among FedEx, JPMorgan Chase Bank, N.A., individually and as administrative agent, and other financial institutions.](#)

Management Contracts/Compensatory Plans or Arrangements

- 10.82 [FedEx Incentive Stock Plan, as amended.](#) (Filed as Exhibit 4.1 to FedEx’s Registration Statement No. 333-156333 on Form S-8, and incorporated herein by reference.)
- 10.83 [Amendment to the FedEx Incentive Stock Plan, as amended.](#) (Filed as Exhibit 4.2 to FedEx’s Registration Statement No. 333-156333 on Form S-8, and incorporated herein by reference.)
- 10.84 [Form of Terms and Conditions of stock option grant pursuant to the FedEx Incentive Stock Plan, as amended.](#) (Filed as Exhibit 4.3 to FedEx’s Registration Statement No. 333-156333 on Form S-8, and incorporated herein by reference.)
- 10.85 [Form of Restricted Stock Agreement pursuant to the FedEx Incentive Stock Plan, as amended.](#) (Filed as Exhibit 4.4 to FedEx’s Registration Statement No. 333-156333 on Form S-8, and incorporated herein by reference.)
- 10.86 [FedEx Incentive Stock Plan 2005 Inland Revenue Approved Sub-Plan for the United Kingdom.](#) (Filed as Exhibit 4.2 to FedEx’s Registration Statement No. 333-130619 on Form S-8, and incorporated herein by reference.)
- 10.87 [Form of Share Option Agreement pursuant to the FedEx Incentive Stock Plan 2005 Inland Revenue Approved Sub-Plan for the United Kingdom.](#) (Filed as Exhibit 4.3 to FedEx’s Registration Statement No. 333-130619 on Form S-8, and incorporated herein by reference.)
- 10.88 [Amendment to the Incentive Stock Plan, as amended.](#) (Filed as Exhibit 10.48 to FedEx’s FY10 Annual Report on Form 10-K, and incorporated herein by reference.)
- 10.89 [Amendment to the Incentive Stock Plan.](#) (Filed as Exhibit 10.2 to FedEx’s FY11 Third Quarter Report on Form 10-Q, and incorporated herein by reference.)
- 10.90 [FedEx 2010 Omnibus Stock Incentive Plan, as amended \(the “2010 Omnibus Stock Incentive Plan”\).](#) (Filed as Exhibit 10.12 to FedEx’s FY18 Second Quarter Report on Form 10-Q, and incorporated herein by reference.)
- 10.91 [Form of Terms and Conditions of stock option grant pursuant to the 2010 Omnibus Stock Incentive Plan.](#) (Filed as Exhibit 4.4 to FedEx’s Registration Statement No. 333-171232 on Form S-8, and incorporated herein by reference.)
- 10.92 [Form of Terms and Conditions of restricted stock grant pursuant to the 2010 Omnibus Stock Incentive Plan.](#) (Filed as Exhibit 4.5 to FedEx’s Registration Statement No. 333-171232 on Form S-8, and incorporated herein by reference.)
- 10.93 [Form of Restricted Stock Agreement pursuant to the 2010 Omnibus Stock Incentive Plan.](#) (Filed as Exhibit 4.5 to FedEx’s Registration Statement No. 333-192957 on Form S-8, and incorporated herein by reference.)
- 10.94 [FedEx 2019 Omnibus Stock Incentive Plan \(the “2019 Omnibus Stock Incentive Plan”\).](#) (Filed as Exhibit 99.1 to FedEx’s Registration Statement No. 333-234010 on Form S-8, and incorporated herein by reference.)
- 10.95 [Form of Terms and Conditions of Stock Option Grant for U.S. Employees pursuant to the 2019 Omnibus Stock Incentive Plan.](#) (Filed as Exhibit 99.2 to FedEx’s Registration Statement No. 333-234010 on Form S-8, and incorporated herein by reference.)
- 10.96 [Form of Stock Option Agreement for Non-U.S. Participants pursuant to the 2019 Omnibus Stock Incentive Plan.](#) (Filed as Exhibit 99.3 to FedEx’s Registration Statement No. 333-234010 on Form S-8, and incorporated herein by reference.)
- 10.97 [Form of Stock Option Agreement for Non-Management Members of the Board of Directors pursuant to the 2019 Omnibus Stock Incentive Plan.](#) (Filed as Exhibit 99.4 to FedEx’s Registration Statement No. 333-234010 on Form S-8, and incorporated herein by reference.)
- 10.98 [Form of Restricted Stock Agreement for U.S. Participants pursuant to the 2019 Omnibus Stock Incentive Plan.](#) (Filed as Exhibit 99.5 to FedEx’s Registration Statement No. 333-234010 on Form S-8, and incorporated herein by reference.)

- 10.99 [Form of Restricted Stock Agreement for Non-U.S. Participants pursuant to the 2019 Omnibus Stock Incentive Plan.](#) (Filed as Exhibit 99.6 to FedEx's Registration Statement No. 333-234010 on Form S-8, and incorporated herein by reference.)
- 10.100 [Amended and Restated FedEx Retirement Parity Pension Plan](#), effective June 15, 2020. (Filed as Exhibit 10.5 to FedEx's FY21 First Quarter Report on Form 10-Q, and incorporated herein by reference.)
- 10.101 [FedEx Express Supplemental Long Term Disability Plan and Amendment to the Plan.](#) (Filed as Exhibit 10.56 to FedEx's FY11 Annual Report on Form 10-K, and incorporated herein by reference.)
- *10.102 [FedEx Office Supplemental Retirement Plan dated December 30, 2019 \(but effective as of January 1, 2020\).](#)
- *10.103 [First Amendment to FedEx Office Supplemental Retirement Plan dated December 22, 2021 \(but effective as of January 1, 2021\).](#)
- *10.104 [Second Amendment to FedEx Office Supplemental Retirement Plan dated June 20, 2022 \(but effective as of August 1, 2022\).](#)
- 10.105 [FedEx's Amended and Restated Retirement Plan for Outside Directors.](#) (Filed as Exhibit 10.2 to FedEx's FY09 Second Quarter Report on Form 10-Q, and incorporated herein by reference.)
- 10.106 [Form of Management Retention Agreement between FedEx and each of Frederick W. Smith, Rajesh Subramaniam, Mark R. Allen, Jill C. Brannon, Brie A. Carere, Robert B. Carter, Donald F. Colleran, Michael C. Lenz, Lance D. Moll, and John A. Smith.](#) (Filed as Exhibit 10.5 to FedEx's FY10 Third Quarter Report on Form 10-Q, and incorporated herein by reference.)
- *10.107 [Amendment to the 2019 Omnibus Stock Incentive Plan dated and effective June 12, 2022.](#)
- Other Contracts and Exhibits***
- 10.108 Cooperation Agreement, dated as of June 13, 2022, by and among FedEx, D. E. Shaw Oculus Portfolios, LLC and D. E. Shaw Valence Portfolios, LLC. (Filed as Exhibit 10.1 to FedEx's Current Report on Form 8-K dated June 13, 2022 and filed June 14, 2022, and incorporated herein by reference.)
- *21 [Subsidiaries of Registrant.](#)
- *22 [List of Guarantor Subsidiaries.](#)
- *23 [Consent of Independent Registered Public Accounting Firm.](#)
- *24 [Powers of Attorney \(presented on the signature pages of this Annual Report\).](#)
- *31.1 [Certification of Principal Executive Officer Pursuant to Rules 13a-14\(a\) and 15d-14\(a\) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- *31.2 [Certification of Principal Financial Officer Pursuant to Rules 13a-14\(a\) and 15d-14\(a\) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- *32.1 [Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- *32.2 [Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- **99.1 [Schedule I related to the FedEx Express Pass Through Certificates, Series 2020-1AA \(the "Certificates"\).](#) (Filed as Exhibit 99.1 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- ***99.2 [Schedule II related to the Certificates.](#) (Filed as Exhibit 99.2 to the August 13, 2020 Form 8-K, and incorporated herein by reference.)
- *101.1 Interactive Data Files pursuant to Rule 405 of Regulation S-T formatted in Inline Extensible Business Reporting Language ("Inline XBRL").
- *104 Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101.1).

* Filed herewith.

** Pursuant to Instruction 2 to Item 601 of Regulation S-K, Exhibit 99.1 to the August 13, 2020 Form 8-K contains a list of documents applicable to the Boeing 767-300F aircraft (other than the aircraft bearing Registration No. N126FE) that relate to the offering of the Certificates, which documents are substantially identical to those which are filed as Exhibits 4.7 and 4.9 to the August 13, 2020 Form 8-K, except for the information identifying such aircraft in question and various information relating to the principal amounts of the equipment notes relating to such aircraft. Exhibit 99.1 to the August 13, 2020 Form 8-K sets forth the details by which such documents differ from the corresponding representative sample of documents filed as Exhibits 4.7 and 4.9 to the August 13, 2020 Form 8-K with respect to the aircraft bearing Registration No. N976JT.

*** Pursuant to Instruction 2 to Item 601 of Regulation S-K, Exhibit 99.2 to the August 13, 2020 Form 8-K contains a list of documents applicable to the Boeing 777F aircraft (other than the aircraft bearing Registration No. N869FD) that relate to the offering of the Certificates, which documents are substantially identical to those which are filed as Exhibits 4.8 and 4.10 to the August 13, 2020 Form 8-K, except for the information identifying such aircraft in question and various information relating to the principal amounts of the equipment notes relating to such aircraft. Exhibit 99.2 to the August 13, 2020 Form 8-K sets forth the details by which such documents differ from the corresponding representative sample of documents filed as Exhibits 4.8 and 4.10 to the August 13, 2020 Form 8-K with respect to the aircraft bearing Registration No. N869FD.

† Certain attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of such attachments to the SEC or its staff upon request.

^ Information in this exhibit identified by brackets is confidential and has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it (i) is not material and (ii) would likely cause competitive harm to FedEx if publicly disclosed.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

FEDEX CORPORATION

Dated: July 18, 2022

By: /s/ Rajesh Subramaniam

Rajesh Subramaniam

President and Chief Executive Officer

Power of Attorney. KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Rajesh Subramaniam, Michael C. Lenz and Jennifer L. Johnson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with any and all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Capacity	Date
<u>/s/ Rajesh Subramaniam</u> Rajesh Subramaniam	President and Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	July 18, 2022
<u>/s/ Michael C. Lenz</u> Michael C. Lenz	Executive Vice President and Chief Financial Officer <i>(Principal Financial Officer)</i>	July 18, 2022
<u>/s/ Jennifer L. Johnson</u> Jennifer L. Johnson	Corporate Vice President and Principal Accounting Officer <i>(Principal Accounting Officer)</i>	July 18, 2022
<u>/s/ Frederick W. Smith</u> Frederick W. Smith	Executive Chairman and Chairman of the Board and Director	July 18, 2022
<u>/s/ Marvin R. Ellison</u> Marvin R. Ellison	Director	July 18, 2022
<u>/s/ Susan Patricia Griffith</u> Susan Patricia Griffith	Director	July 18, 2022
<u>/s/ Kimberly A. Jabal</u> Kimberly A. Jabal	Director	July 18, 2022
<u>/s/ Shirley Ann Jackson</u> Shirley Ann Jackson	Director	July 18, 2022
<u>/s/ Amy B. Lane</u> Amy B. Lane	Director	July 18, 2022
<u>/s/ R. Brad Martin</u> R. Brad Martin	Director	July 18, 2022

/s/ Frederick Perpall _____ Frederick Perpall	Director	July 18, 2022
/s/ Joshua Cooper Ramo _____ Joshua Cooper Ramo	Director	July 18, 2022
/s/ Susan C. Schwab _____ Susan C. Schwab	Director	July 18, 2022
/s/ David P. Steiner _____ David P. Steiner	Director	July 18, 2022
/s/ V. James Vena _____ V. James Vena	Director	July 18, 2022
/s/ Paul S. Walsh _____ Paul S. Walsh	Director	July 18, 2022

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of
FedEx Corporation

We have audited the consolidated financial statements of FedEx Corporation (the Company) as of May 31, 2022 and 2021, and for each of the three years in the period ended May 31, 2022, and have issued our report thereon dated July 18, 2022 included elsewhere in this Form 10-K. Our audits of the consolidated financial statements included the financial statement schedule listed in Item 15(a) of this Form 10-K (the "schedule"). This schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's schedule, based on our audits.

In our opinion, the schedule presents fairly, in all material respects, the information set forth therein when considered in conjunction with the consolidated financial statements.

/s/ Ernst & Young LLP

Memphis, Tennessee

July 18, 2022

FEDEX CORPORATION
VALUATION AND QUALIFYING ACCOUNTS
FOR THE YEARS ENDED MAY 31, 2022, 2021, AND 2020
(IN MILLIONS)

DESCRIPTION	BALANCE AT BEGINNING OF YEAR	ADDITIONS			BALANCE AT END OF YEAR		
		CHARGED TO EXPENSES	CHARGED TO OTHER ACCOUNTS	DEDUCTIONS			
Accounts Receivable Reserves:							
<i>Allowance for Doubtful Accounts</i>							
2022	\$ 358	\$ 403	\$ —	\$ 421	(a) \$ 340		
2021	175	577	—	394	(a) 358		
2020	121	442	—	388	(a) 175		
<i>Allowance for Revenue Adjustments</i>							
2022	\$ 384	\$ —	\$ 1,795	(b) \$ 1,827	(c) \$ 352		
2021	215	—	1,892	(b) 1,723	(c) 384		
2020	179	—	1,286	(b) 1,250	(c) 215		
Inventory Valuation Allowance:							
2022	\$ 349	\$ 35	\$ —	\$ 24	\$ 360		
2021	335	38	—	24	349		
2020	335	33	—	33	335		

(a) Uncollectible accounts written off, net of recoveries, and other adjustments.

(b) Principally charged against revenue.

(c) Service failures, rebills, and other.

**DESCRIPTION OF THE REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE
SECURITIES EXCHANGE ACT OF 1934**

As of July 18, 2022, FedEx Corporation (“FedEx,” the “Company,” “we,” “us,” and “our”) had six classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”): our Common Stock; our 0.450% Notes due 2025; our 1.625% Notes due 2027; our 0.450% Notes due 2029; our 1.300% Notes due 2031; and our 0.950% Notes due 2033.

DESCRIPTION OF COMMON STOCK

The following description of our Common Stock is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to our Third Amended and Restated Certificate of Incorporation (the “Certificate of Incorporation”) and our Amended and Restated Bylaws (the “Bylaws”), each of which are incorporated by reference as an exhibit to the Annual Report on Form 10-K of which this Exhibit 4.1 is a part. We encourage you to read our Certificate of Incorporation, our Bylaws, and the applicable provisions of the General Corporation Law of the State of Delaware (“DGCL”) for additional information.

Authorized Shares of Capital Stock

Our authorized capital stock consists of 800,000,000 shares of common stock, \$0.10 par value per share, and 4,000,000 shares of series preferred stock, without par value. On July 14, 2022, there were outstanding (a) 259,845,660 shares of common stock and (b) stock options to purchase an aggregate of 16,791,502 shares of common stock, of which options to purchase an aggregate of 10,469,833 shares of common stock were exercisable. As of July 15, 2022, no shares of our preferred stock were issued or outstanding.

Voting Rights

Holders of common stock are entitled to one vote per share on all matters voted on generally by the stockholders, including the election of directors, and possess all voting power (except as may, in the future, be provided by Delaware law, our Certificate of Incorporation, or a resolution of our board of directors authorizing a series of our preferred stock). Our common stock does not have cumulative voting rights.

Dividends

Holders of our common stock are entitled to receive dividends when, as, and if declared by the board of directors out of funds legally available for payment of dividends, subject to the rights of the holders of any outstanding shares of preferred stock. The holders of common stock will share equally, share for share, in such dividends, whether payable in cash, in property, or in shares of our stock.

Liquidation Rights

Subject to any preferential rights of outstanding shares of preferred stock, holders of common stock will share ratably in our assets legally available for distribution to our stockholders in the event of our liquidation, dissolution, or winding up.

Absence of Other Rights

Our common stock has no preemptive, subscription, preferential, conversion, or exchange rights.

Listing

Our common stock is listed on the New York Stock Exchange under the symbol “FDX.”

Miscellaneous

The outstanding shares of our common stock are, and any shares of common stock offered by a prospectus supplement upon issuance and payment therefor will be, fully paid and nonassessable.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A., P.O. Box 505000, Louisville, Kentucky 40233-5000.

Certain Anti-Takeover Effects

General. Certain provisions of our Certificate of Incorporation, our Bylaws, and the DGCL may have the effect of impeding the acquisition of control of us. These provisions are designed to reduce, or have the effect of reducing, our vulnerability to unsolicited takeover attempts.

Delaware Takeover Statute. We are subject to the provisions of Section 203 of the DGCL. Section 203 prohibits a publicly held Delaware corporation from engaging in a “business combination” with an “interested stockholder” for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. A “business combination” includes mergers, asset sales, and other transactions resulting in a financial benefit to the interested stockholder. Subject to specified exceptions, an “interested stockholder” is a person who, together with affiliates and associates, owns, or within three years did own, 15% or more of the corporation’s voting stock.

Stockholder Action by Written Consent. Our Certificate of Incorporation and Bylaws require that all stockholder action be taken at a duly called meeting of the stockholders and prohibit taking action by written consent of stockholders.

Additional Authorized Shares of Capital Stock. The additional shares of authorized common stock and preferred stock available for issuance under our Certificate of Incorporation could be issued at such times, under such circumstances, and with such terms and conditions as to impede a change in control.

DESCRIPTION OF THE NOTES

The following description of our 0.450% Notes due 2025 (the “2025 Notes”), our 1.625% Notes due 2027 (the “2027 Notes”), our 0.450% Notes due 2029 (the “2029 Notes”), our 1.300% Notes due 2031 (the “2031 Notes”), and our 0.950% Notes due 2033 (the “2033 Notes,” and together with the 2025 Notes, the 2027 Notes, the 2029 Notes, and the 2031 Notes, the “Notes”) is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to the indenture, dated as of October 23, 2015, among FedEx, the subsidiary guarantors named below, and Wells Fargo Bank, National Association, as trustee (the “Base Indenture”), as supplemented, in the case of the 2025 Notes and the 2031 Notes, by supplemental indenture no. 10, dated as of August 5, 2019, among FedEx, the subsidiary guarantors named below, the trustee, and the paying agent named below; in the case of the 2027 Notes, by supplemental indenture no. 3, dated as of April 11, 2016, among FedEx, the subsidiary guarantors named below, the trustee, and the paying agent named below; and in the case of the 2029 Notes and the 2033 Notes, by supplemental indenture no. 13, dated as of May 4, 2021, among FedEx, the subsidiary guarantors named below, the trustee, and the paying agent named below (collectively, the “Indenture”), which are incorporated by reference as exhibits to the Annual Report on Form 10-K of which this Exhibit 4.1 is a part. We encourage you to read the Indenture for additional information. References in this section to the “Company,” “us,” “we” and “our” are solely to FedEx and not to any of its subsidiaries, unless the context requires otherwise.

The Base Indenture

Merger, Consolidation, and Sale of Assets

The Base Indenture provides that we may not consolidate with or merge into any other person, or convey, transfer, or lease our properties and assets as, or substantially as, an entirety to any person, unless:

- our successor is a corporation organized and existing under the laws of the United States, any state thereof, or the District of Columbia;
- our successor shall expressly assume, by a supplemental indenture, the due and punctual payment of the principal of and any premium and interest on the Notes and the performance of every covenant in the Base Indenture that we would otherwise have to perform;

- immediately after giving effect to such transaction, there will not be any defaults under the Base Indenture; and
- we shall have delivered to the trustee an officers' certificate and an opinion of counsel, each stating that the transaction and the supplemental indenture comply with the Base Indenture.

Upon the sale or disposition (by merger or otherwise) of any subsidiary guarantor by FedEx or any subsidiary of FedEx to any person that is not an affiliate of FedEx, each such subsidiary guarantor will automatically be released from all obligations under its guarantee.

We have agreed that we will not sell or dispose of any subsidiary guarantor whose assets exceed 10% of our consolidated total assets (determined as of the date of our most recent interim or fiscal year-end balance sheet filed with the Securities and Exchange Commission ("SEC") prior to the date such guarantee is released) (each, a "10% subsidiary guarantor") unless at least 75% of the net proceeds of such sale or disposition will consist of any combination of:

- cash (including assumption by the acquiror of any indebtedness of FedEx or its subsidiaries) or readily marketable securities;
- property or assets (other than current assets) of a nature or type similar or related to the nature or type of the property or assets of FedEx and its subsidiaries existing on the date of such sale or disposition; or
- interests in companies or businesses having property or assets or engaged in businesses similar or related to the nature or type of the property or assets or businesses of FedEx and its subsidiaries on the date of such sale or disposition.

Application of Proceeds Upon Release of a 10% Subsidiary Guarantor

In the event that the net proceeds from the sale or disposition of a 10% subsidiary guarantor consist of cash or readily marketable securities, we will apply, within 12 months of such sale or disposition, an amount equal to 100% of the fair market value, as determined in good faith by our board of directors, of such net proceeds to:

- repay unsubordinated indebtedness of FedEx or any subsidiary guarantor, in each case owing to a person other than an affiliate of FedEx (such repayment is not required to be made pro rata among all our unsubordinated indebtedness);
- invest in property or assets (other than current assets) of a nature or type similar or related to the nature or type of the property or assets of FedEx and its subsidiaries existing on the date of such investment; or
- invest in a company or business having property or assets or engaged in a business similar or related to the nature or type of the property or assets or businesses of FedEx and its subsidiaries on the date of such investment.

Modification, Amendment, and Waiver

We and the trustee may modify and amend the Base Indenture with the consent of the holders of a majority in principal amount of each series of Notes to be affected (voting as a single class). However, no modification or amendment may, without the consent of the holder of such Notes affected thereby:

- change the stated maturity of the principal of, or any premium or installment of interest on, such Notes;
 - reduce the principal amount of, rate of interest on, or premium payable upon the redemption of, such Notes;
 - change any place of payment where, or the currency in which, any principal of, or interest or premium on, such Notes is payable;
 - impair the right to institute suit for the enforcement of any payment on such Notes on or after the stated maturity, or, in the case of redemption, on or after the redemption date; or
-

- reduce the percentage in principal amount of such Notes the consent of whose holders is required for modification or amendment of the Base Indenture, for waiver of compliance with certain provisions of the Base Indenture or for waiver of certain defaults.

The holders of a majority in principal amount of the Notes of any series may on behalf of the holders of Notes of that series waive any past default under the Base Indenture and its consequences, except a default in the payment of the principal of or any premium or interest on such Notes or in respect of a covenant or provision that under the Base Indenture cannot be modified or amended without the consent of the holder of such Notes affected.

In addition, we and the trustee can modify and amend the Base Indenture without the consent of any holders in order to, among other things:

- allow a successor to FedEx or a subsidiary guarantor to assume our or its obligations under the Base Indenture;
- add additional events of default or additional covenants of FedEx or a subsidiary guarantor for the benefit of the holders of all or any series of Notes, or to surrender any of our rights or powers;
- establish the form or terms of any series of Notes;
- secure the Notes of any series;
- correct any ambiguity, defect, or inconsistency under the Base Indenture, or to make other provisions with respect to matters or questions arising under the Base Indenture, provided that such action does not adversely affect the interests of the holders of any debt securities in any material respect;
- add to, change, or eliminate any provision of the Base Indenture applying to one or more series of Notes, provided that if such action adversely affects in any material respect the interests of holders such series of Notes, such addition, change, or elimination will become effective with respect to such series only when no such Notes of that series remain outstanding;
- add additional subsidiary guarantors of the Notes;
- evidence and provide for the appointment of a successor trustee or to add to or change any provisions to the extent necessary to appoint a separate trustee for a specific series of Notes; or
- make any other amendment or supplement to the Base Indenture as long as that amendment or supplement does not materially adversely affect the interests of any holders of Notes.

Events of Default

Unless otherwise provided in a supplemental indenture with respect to a series of Notes, an event of default with respect to a series of Notes will occur if:

- we fail to pay interest when due on any Notes of that series for 30 days;
 - we fail to pay the principal of or any premium on any Notes of that series when due;
 - we fail to perform any covenant in the Base Indenture and this failure continues for 90 days after we receive written notice as provided in the Base Indenture;
 - we fail to deposit any sinking fund payment when and as due by the terms of the Notes of that series;
 - we or a court takes certain actions relating to our bankruptcy, insolvency, or reorganization for the benefit of our creditors; or
 - any subsidiary guarantor whose consolidated total assets constitute 60% or more of our consolidated total assets (determined as of the date of our most recent interim or fiscal year-end balance sheet filed with the SEC prior to such determination date) or a court takes certain actions relating to the bankruptcy, insolvency, or reorganization of such subsidiary guarantor for the benefit of its creditors.
-

If an event of default with respect to the Notes of any series occurs and continues, the trustee or the holders of a majority in principal amount of the outstanding Notes of that series may require us to repay immediately the principal amount of the Notes of that series. The holders of a majority in principal amount of the outstanding Notes of that series may rescind and annul such acceleration if all events of default with respect to Notes of that series, other than the nonpayment of accelerated principal, have been cured or waived as provided in the Base Indenture. For information as to waiver of defaults, see “—Modification, Amendment, and Waiver” above.

Other than its duties in case of a default, the trustee will not be obligated to exercise any of its rights or powers under the Base Indenture at the request or direction of any of the holders, unless the holders offer to the trustee reasonable indemnity. If the holders provide this reasonable indemnity, the holders of a majority in principal amount of the outstanding Notes of such series will have the right, subject to certain limitations, to direct the time, method, and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to any series of Notes.

No holder of any Notes of any series will have any right to institute any proceeding with respect to the Base Indenture or for any remedy under the Base Indenture unless:

- the holder has previously given to the trustee written notice of a continuing event of default;
- the holders of a majority in principal amount of the outstanding Notes of that series have made a written request, and offered reasonable indemnity, to the trustee to institute a proceeding as trustee; and
- the trustee has not received from the holders of a majority in principal amount of the outstanding Notes of that series a direction inconsistent with the request, and the trustee has failed to institute such proceeding within 60 days.

However, the holder of any Notes will have an absolute right to receive payment of the principal of and any premium and interest on such Notes as expressed in the Notes, or, in the case of redemption, on the redemption date, and to institute suit for the enforcement of any payment.

We will be required to furnish to the trustee annually a statement as to the absence of certain defaults under the Base Indenture. The trustee may withhold notice to the holders of Notes of any default, except as to payment of principal of (or premium, if any) or interest with respect to the Notes, if the trustee considers such withholding to be in the interest of the holders of the Notes.

Discharge and Defeasance

We may satisfy and discharge obligations with respect to the Notes of a particular series by either delivering to the trustee for cancellation all outstanding Notes of that series, or depositing with the trustee, after the outstanding Notes of that series have become due and payable, or will become due and payable within one year, at maturity or by redemption, sufficient cash or government securities to pay the principal, interest, any premium, and any other sums due to the stated maturity date or redemption date of the Notes of that series.

In addition, the Base Indenture provides that at our option we may:

- be discharged from our obligations with respect to Notes of a particular series (“defeasance and discharge”), or
- cease to comply with certain restrictive covenants under the Base Indenture, including those described under “—Merger, Consolidation, and Sale of Assets,” and certain events of default will no longer apply to us (“covenant defeasance”).

if we deposit with the trustee sufficient cash or government securities to pay the principal, interest, any premium, and any other sums due to the stated maturity date or redemption date of the Notes of that series. Upon defeasance and discharge, the holders of the Notes of the affected series will not be entitled to the benefits of the Base Indenture, except for registration of transfer and exchange of Notes and replacement of lost, stolen, or mutilated Notes. Such holders may look only to such deposited funds or obligations for payment.

The defeasance and discharge and covenant defeasance described above are effective only if, among other things, we deliver to the trustee an opinion of counsel to the effect that (i) the holders of such Notes will not recognize income, gain, or loss for federal income tax purposes as result of such defeasance and discharge or covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner, and at the same time as would have been the case if such defeasance and discharge or covenant defeasance had not occurred, and (ii) in the case of defeasance and discharge, the opinion as to tax consequences is based upon an Internal Revenue Service ruling or a change in applicable federal income tax law.

With respect to the Notes, “government securities” shall include (1) securities that are direct obligations of the Federal Republic of Germany for the payment of which its full faith and credit is pledged or (2) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the Federal Republic of Germany, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the Federal Republic of Germany, which, in either case under clauses (1) or (2) are not callable or redeemable at the option of the issuer thereof.

General

We issued €500,000,000 aggregate principal amount of the 2025 Notes on August 5, 2019, €1,250,000,000 aggregate principal amount of the 2027 Notes on April 11, 2016, €600,000,000 aggregate principal amount of the 2029 Notes on May 4, 2021, €500,000,000 aggregate principal amount of the 2031 Notes on August 5, 2019, and €650,000,000 aggregate principal amount of the 2033 Notes on May 4, 2021. The 2025 Notes, the 2027 Notes, the 2029 Notes, the 2031 Notes, and the 2033 Notes will mature on August 5, 2025, January 11, 2027, May 4, 2029, August 5, 2031, and May 4, 2033, respectively.

The Notes are our general unsecured obligations and rank equally with all our other unsecured and unsubordinated indebtedness. The Notes are fully and unconditionally guaranteed by Federal Express Corporation, FedEx Ground Package System, Inc., FedEx Freight Corporation, FedEx Freight, Inc., FedEx Office and Print Services, Inc., FedEx Corporate Services, Inc., Federal Express Europe, Inc., Federal Express Holdings S.A., LLC, and Federal Express International, Inc. These subsidiaries guarantee our obligations under our outstanding unsecured debt securities and revolving credit facilities. If we sell, transfer, or otherwise dispose of all of the capital stock or all or substantially all of the assets of a subsidiary guarantor to any person that is not an affiliate of FedEx, the guarantee of that subsidiary will automatically terminate and holders of the Notes will no longer have a claim against such subsidiary under the guarantee.

We may redeem a series of the Notes, in whole or in part, at any time at the applicable redemption price described under “—Optional Redemption” below. In addition, we may redeem any series of the Notes, in whole but not in part, at any time, if certain events occur involving changes in United States taxation, at the applicable redemption price described under “—Redemption for Tax Reasons” below. We may issue additional notes of any series from time to time at any time. The Notes of a series and any additional new notes of such series subsequently issued under the Indenture would be treated as a single series for all purposes under the Indenture, including, without limitation, waivers, amendments, and redemptions. If the additional notes of a series, if any, are not fungible with the notes of that series previously offered for U.S. federal income tax purposes, the additional notes will have separate CUSIP, Common Code, and ISIN numbers. The Notes do not have the benefit of a sinking fund. If a Change of Control Repurchase Event (as defined below) occurs with respect to a series of the Notes, except to the extent we have exercised our right to redeem such Notes, we will be required to offer to repurchase the Notes of such series, as described under “—Change of Control Repurchase Event” below.

The Indenture does not limit the aggregate amount of debt securities which may be issued under the Indenture. Other than the provisions relating to a Change of Control Repurchase Event, the Indenture does not contain any debt covenants or provisions which would afford the holders of the Notes protection in the event of a highly leveraged or similar transaction. The trustee will not be liable for special, indirect, exemplary, incidental, punitive, or consequential or other similar loss or damage of any kind under the Indenture. We and the trustee, and each holder of a note by its acceptance thereof, irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Indenture, the notes, or any transaction contemplated thereby.

The Notes were issued in fully registered form without coupons in denominations of €100,000 and integral multiples of €1,000 in excess of €100,000. The Notes of each series are represented by one or more permanent global notes that have been deposited with a common depositary and registered in the name of the nominee of the common depositary for the accounts of Clearstream and Euroclear.

Interest

The 2025 Notes bear interest at the rate of 0.450% per year. The 2027 Notes bear interest at the rate of 1.625% per year. The 2029 Notes bear interest at the rate of 0.450% per year. The 2031 Notes bear interest at the rate of 1.300% per year. The 2033 Notes bear interest at the rate of 0.950% per year. Interest on the 2025 Notes accrued from August 5, 2019, or from the most recent date to which interest on the 2025 Notes has been paid. Interest on the 2027 Notes accrued from April 11, 2016, or from the most recent date to which interest on the 2027 Notes has been paid. Interest on the 2029 Notes accrued from May 4, 2021, or from the most recent date to which interest on the 2029 Notes has been paid. Interest on the 2031 Notes accrued from August 5, 2019, or from the most recent date to which interest on the 2031 Notes has been paid. Interest on the 2033 Notes accrued from May 4, 2021, or from the most recent date to which interest on the 2033 Notes has been paid.

Interest is payable annually in arrears on August 5 of each year, commencing on August 5, 2020, in the case of the 2025 Notes, on January 11 of each year, commencing on January 11, 2017, in the case of the 2027 Notes, on May 4 of each year, commencing on May 4, 2022, in the case of the 2029 Notes, on August 5 of each year, commencing on August 5, 2020, in the case of the 2031 Notes, and on May 4 of each year, commencing on May 4, 2022, in the case of the 2033 Notes, to the persons in whose names the Notes are registered at the close of business on the preceding July 21 in the case of the 2025 Notes, December 25 in the case of the 2027 Notes, April 19 in the case of the 2029 Notes, July 21 in the case of the 2031 Notes, and April 19 in the case of the 2033 Notes, or, if the Notes of the series are represented by one or more global notes, the close of business on the business day (for this purpose a day on which Clearstream and Euroclear are open for business) immediately preceding July 21 in the case of the 2025 Notes, December 25 in the case of the 2027 Notes, April 19 in the case of the 2029 Notes, July 21 in the case of the 2031 Notes, and April 19 in the case of the 2033 Notes. Interest on the Notes is computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or August 5, 2019 if no interest has been paid on the 2025 Notes in the case of the 2025 Notes, January 11, 2016 if no interest has been paid on the 2027 Notes in the case of the 2027 Notes, May 4, 2021 if no interest has been paid on the 2029 Notes in the case of the 2029 Notes, August 5, 2019 if no interest has been paid on the 2031 Notes in the case of the 2031 Notes, and May 4, 2021 if no interest has been paid on the 2033 Notes in the case of the 2033 Notes) to, but excluding the next scheduled interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

If the maturity date or any redemption date of a series of the Notes falls on a day that is not a business day, the related payment of principal, premium, and additional amounts, if any, and interest will be made on the next business day as if it were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after such date to the next business day. If any interest payment date would otherwise be a day that is not a business day, that interest payment date will be postponed to the next date that is a business day.

Optional Redemption

At our option, we may redeem the 2025 Notes, in whole or in part, at any time prior to the applicable Par Call Date (as defined below), on at least 10 days' but no more than 60 days', prior written notice mailed (or otherwise delivered in accordance with the applicable clearing system's procedures) to the registered holders of the 2025 Notes to be redeemed.

At our option, we may redeem the 2027 Notes, in whole or in part, at any time prior to the applicable Par Call Date (as defined below), on at least 30 days' but no more than 60 days', prior written notice mailed (or otherwise delivered in accordance with the applicable clearing system's procedures) to the registered holders of the 2027 Notes to be redeemed.

At our option, we may redeem the 2029 Notes, in whole or in part, at any time prior to the applicable Par Call Date (as defined below), on at least 10 days' but no more than 60 days', prior written notice mailed (or otherwise delivered in accordance with the applicable clearing system's procedures) to the registered holders of the 2029 Notes to be redeemed.

At our option, we may redeem the 2031 Notes, in whole or in part, at any time prior to the applicable Par Call Date (as defined below), on at least 10 days' but no more than 60 days', prior written notice mailed (or otherwise delivered in accordance with the applicable clearing system's procedures) to the registered holders of the 2031 Notes to be redeemed.

At our option, we may redeem the 2033 Notes, in whole or in part, at any time prior to the applicable Par Call Date (as defined below), on at least 10 days' but no more than 60 days', prior written notice mailed (or otherwise delivered in accordance with the applicable clearing system's procedures) to the registered holders of the 2033 Notes to be redeemed.

Upon redemption of the Notes, we will pay a redemption price equal to the greater of:

(1) 100% of the principal amount of the Notes to be redeemed; and

(2) the sum of the present values of the Remaining Scheduled Payments (as defined below) of principal and interest on the Notes to be redeemed that would be due if such Notes matured on the applicable Par Call Date (not including any portion of such payments of interest accrued as of the redemption date), discounted to the redemption date on an ACTUAL/ACTUAL (ICMA) day count basis, at the applicable Comparable Government Bond Rate (as defined below) plus 20 basis points in the case of the 2025 Notes, 25 basis points in the case of the 2027 Notes, 15 basis points in the case of the 2029 Notes, 25 basis points in the case of the 2031 Notes, and 20 basis points in the case of the 2033 Notes,

in each case, plus accrued and unpaid interest to the date of redemption on the principal amount of the Notes being redeemed.

At any time on or after the applicable Par Call Date, we may redeem a series of the Notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest to the date of redemption on the principal amount of the Notes being redeemed.

"Comparable Government Bond" means, with respect to the series of the Notes to be redeemed prior to the applicable Par Call Date, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by us, a bond that is a direct obligation of the Federal Republic of Germany ("German government bond"), whose maturity is closest to the Par Call Date of such Notes to be redeemed (in the case of the 2025 Notes, the 2029 Notes, the 2031 Notes, and 2033 Notes) or whose maturity is closest to the maturity of the Notes to be redeemed (in the case of the 2027 Notes), or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by us, determine to be appropriate for determining the Comparable Government Bond Rate.

"Comparable Government Bond Rate" means the yield to maturity, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), on the third business day prior to the date fixed for redemption, of the Comparable Government Bond (as defined above) on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such business day as determined by an independent investment bank selected by us.

"Par Call Date" means May 5, 2025 in the case of the 2025 Notes, October 11, 2026 in the case of the 2027 Notes, February 4, 2029 in the case of the 2029 Notes, May 5, 2031 in the case of the 2031 Notes, and February 4, 2033 in the case of the 2033 Notes.

“Remaining Scheduled Payments” means with respect to each Note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date but for such redemption; provided, however, that, if such redemption date is not an interest payment date with respect to such Notes, the amount of the next succeeding scheduled interest payment thereon will be deemed to be reduced (solely for the purposes of this calculation) by the amount of interest accrued thereon to such redemption date. Unless we default in payment of the redemption price, on and after the date of redemption, interest will cease to accrue on the Notes or portions of the Notes called for redemption.

If less than all of a series of the Notes are to be redeemed, the Notes to be redeemed shall be selected by the trustee by such method as the trustee deems to be fair and appropriate in accordance with the applicable clearing system’s procedures.

Redemption for Tax Reasons

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the United States (or any taxing authority in the United States), or any change in, or amendments to, an official position regarding the application or interpretation of such laws, regulations, or rulings, which change or amendment is announced or becomes effective on or after the date of the initial sale of the applicable series of the Notes, we become or, based upon a written opinion of independent counsel selected by us, will become obligated to pay additional amounts as described herein under the heading “—Payment of Additional Amounts” with respect to that series of the Notes, then we may at any time at our option redeem, in whole, but not in part, the outstanding Notes of such series on not less than 30 nor more than 60 days’ prior notice, at a redemption price equal to 100% of their principal amount, together with accrued and unpaid interest on those Notes to, but not including, the date fixed for redemption.

Redemption for Reason of Minimal Outstanding Amount

In the case of the 2029 Notes and the 2033 Notes, in the event that we have purchased the Notes of a series equal to or greater than 80% of the aggregate principal amount of the Notes of such series initially issued, we may redeem, in whole, but not in part, the remaining Notes of such series on not less than 30 nor more than 60 days prior notice, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, together with accrued and unpaid interest on those Notes to, but not including, the date fixed for redemption.

Payment of Additional Amounts

We will, subject to the exceptions and limitations set forth below, pay as additional interest on the Notes such additional amounts as are necessary in order that the net payment by us of the principal of and interest on the Notes to a holder who is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment, or other governmental charge imposed by the United States or a taxing authority in the United States (including any withholding or deduction with respect to the payment of such additional amounts), will not be less than the amount provided in the Notes to be then due and payable; *provided, however,* that the foregoing obligation to pay additional amounts shall not apply:

- (1) to any tax, assessment, or other governmental charge that is imposed by reason of the holder (or the beneficial owner for whose benefit such holder holds such note), or a fiduciary, settlor, beneficiary, member, or shareholder of the holder or beneficial owner if the holder or beneficial owner is an estate, trust, partnership, corporation, or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder, being considered as:
 - (a) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;
 - (b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Notes, the receipt of any payment thereon or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;
 - (c) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States federal income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;

- (d) being or having been a “10-percent shareholder” of FedEx as defined in Section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the “Code”), or any successor provision; or
- (e) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;
- (2) to any holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership, or limited liability company, but only to the extent that a beneficial owner with respect to the holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of such additional amounts had the beneficiary, settlor, beneficial owner, or member received directly its beneficial or distributive share of the payment;
- (3) to any tax, assessment, or other governmental charge that would not have been imposed but for the failure of the holder or any other person to comply with certification, identification, or information reporting requirements concerning the nationality, residence, identity, or connection with the United States of such holder or other person, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from, or reduction in, such tax, assessment, or other governmental charge;
- (4) to any tax, assessment, or other governmental charge that is imposed otherwise than by withholding by us or a paying agent from payments on the Notes;
- (5) to any tax, assessment, or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;
- (6) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains, or personal property tax or similar tax, assessment, or other governmental charge;
- (7) in the case of the 2027 Notes, to any withholding or deduction that is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any Directive amending, supplementing, or replacing such Directive, or any law implementing or complying with, or introduced in order to conform to, such Directive or Directives;
- (8) to any tax, assessment, or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on any note, if such payment can be made without such withholding by presenting such note (where presentation is required) to at least one other paying agent;
- (9) to any tax, assessment, or other governmental charge that would not have been imposed but for the presentation by the holder of any note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
- (10) to any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner being a bank (i) purchasing the Notes in the ordinary course of its lending business or (ii) that is neither (A) buying the Notes for investment purposes only nor (B) buying the Notes for resale to a third-party that either is not a bank or holding the Notes for investment purposes only;
- (11) to any tax, assessment, or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code; or any fiscal or regulatory legislation, rules, or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or
- (12) in the case of any combination of items (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), and (11).

The Notes are subject in all cases to any tax, fiscal, or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided under this heading “—Payment of Additional Amounts,” we will not be required to make any payment for any tax, assessment, or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used under this heading “—Payment of Additional Amounts” and under the heading “—Redemption for Tax Reasons,” the term “United States” means the United States of America (including the states of the United States and the District of Columbia and any political subdivision thereof) and the term “United States person” means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes; a corporation, partnership, or other entity created or organized in or under the laws of the United States, any state of the United States, or the District of Columbia (other than a partnership that is not treated as a United States person under any applicable Treasury regulations); or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

Any reference to amounts payable in respect of the Notes herein or in the Indenture shall be deemed to include any additional amounts which may be payable as described above.

Change of Control Repurchase Event

If a Change of Control Repurchase Event occurs with respect to a series of the Notes, except to the extent we have exercised our right to redeem such Notes as described above, we will make an offer to each holder of the Notes of such series to repurchase all or any part (in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof) of that holder’s Notes at a repurchase price (the “repurchase price”) in cash equal to 101% of the aggregate principal amount of such Notes repurchased plus any accrued and unpaid interest on such Notes repurchased to, but not including, the repurchase date. Within 30 days following a Change of Control Repurchase Event or, at our option, prior to a Change of Control, but after the public announcement of such Change of Control, we will mail, or cause to be mailed, or otherwise deliver in accordance with the applicable clearing system’s procedures, a notice to each holder of the Notes of such series, with a copy to the trustee and the paying agent, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase the Notes of such series on the payment date specified in the notice (such offer, the “repurchase offer” and such date the “repurchase date”), which repurchase date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures described in such notice. The notice shall, if mailed or delivered prior to the date of consummation of the Change of Control, state that the repurchase offer is conditioned on a Change of Control Repurchase Event occurring on or prior to the repurchase date.

We will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of a series of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the Notes, we will comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control Repurchase Event provisions of the Notes by virtue of such conflict.

On the repurchase date following a Change of Control Repurchase Event, we will, to the extent lawful:

- (1) accept for payment all Notes or portions of Notes properly tendered pursuant to the repurchase offer;
- (2) deposit with the paying agent an amount equal to the aggregate repurchase price for all Notes or portions of Notes properly tendered; and
- (3) deliver, or cause to be delivered, to the trustee the Notes properly accepted for payment by us, together with an officers’ certificate stating the aggregate principal amount of Notes being repurchased by us pursuant to the repurchase offer and, to the extent applicable, an executed new note or notes evidencing any unrepurchased portion of any note or notes surrendered for which the trustee shall be required to authenticate and deliver a new note or notes as provided below.

The trustee will promptly mail, or cause the paying agent to promptly mail, or otherwise deliver in accordance with the applicable clearing system’s procedures, to each holder of such Notes, or portions of such Notes, properly tendered and accepted for payment by us the repurchase price for such Notes, or portions of such Notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new note duly executed by us equal in principal amount to any unrepurchased portion of any notes surrendered, as applicable; *provided* that each new note will be in a principal amount equal to €100,000 or any integral multiple of €1,000 in excess thereof.

We will not be required to make a repurchase offer upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by FedEx and such third party purchases all Notes or portions of Notes properly tendered and not withdrawn under its offer.

For purposes of the foregoing discussion of a repurchase at the option of holders, the following definitions are applicable:

“Below Investment Grade Ratings Event” means, with respect to a series of the Notes, on any day within the 60-day period (which period shall be extended so long as the rating of such series of the Notes is under publicly announced consideration for a possible downgrade by any Rating Agency) after the earlier of (1) the occurrence of a Change of Control, or (2) the public announcement of the occurrence of a Change of Control or our intention to effect a Change of Control, the Notes of such series are rated below Investment Grade by each and every Rating Agency. Notwithstanding the foregoing, a Below Investment Grade Ratings Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Ratings Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not publicly announce or publicly confirm or inform the trustee in writing at our request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Ratings Event).

“Change of Control” means the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act), other than (1) FedEx or any of its subsidiaries, (2) any employee benefit plan (or a trust forming a part thereof) maintained by FedEx or any of its subsidiaries, or (3) any underwriter temporarily holding Voting Stock of FedEx pursuant to an offering of such Voting Stock, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the combined voting power of FedEx’s Voting Stock or other Voting Stock into which FedEx’s Voting Stock is reclassified, consolidated, exchanged, or changed measured by voting power rather than number of shares.

“Change of Control Repurchase Event” means the occurrence of both a Change of Control and a Below Investment Grade Ratings Event with respect to a series of the Notes.

“Investment Grade” means, with respect to Moody’s, a rating of Baa3 or better (or its equivalent under any successor rating categories of Moody’s); with respect to S&P, a rating of BBB– or better (or its equivalent under any successor rating categories of S&P); and, with respect to any additional Rating Agency or Rating Agencies selected by FedEx, the equivalent investment grade credit rating.

“Moody’s” means Moody’s Investors Service, Inc., a subsidiary of Moody’s Corporation, and its successors.

“Rating Agency” means (1) each of Moody’s and S&P, and (2) if either of Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of FedEx’s control, a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) of the Exchange Act, selected by FedEx (as certified by a board resolution) as a replacement agency for Moody’s or S&P, or both of them, as the case may be.

“S&P” means S&P Global Ratings, a division of S&P Global Inc., and its successors.

“Voting Stock” of any specified “person” (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

The Change of Control Repurchase Event provisions of the Notes may in certain circumstances make more difficult or discourage a sale or takeover of FedEx and, thus, the removal of incumbent management. We could, in the future,

enter into certain transactions, including acquisitions, refinancings, or other recapitalizations, that would not constitute a Change of Control Repurchase Event under the Notes, but that could increase the amount of indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings on the Notes.

If we experience a Change of Control Repurchase Event, we may not have sufficient financial resources available to satisfy our obligations to repurchase all Notes or portions of Notes properly tendered. Furthermore, debt agreements to which we may become a party in the future may contain restrictions and provisions limiting our ability to repurchase the Notes. Our failure to repurchase the Notes as required under the Indenture would result in a default under the Indenture, which could have material adverse consequences for us and the holders of the Notes.

Issuance in Euro

If we are unable to obtain euro in amounts sufficient to make a required payment under the Notes due to the imposition of exchange controls or other circumstances beyond our control (including the dissolution of the European Monetary Union) or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in U.S. dollars until the euro is again available to us or so used. In such circumstances, the amount payable on any date in euro will be converted into U.S. dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second business day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the then most recent U.S. dollar/euro exchange rate available on or prior to the second business day prior to the relevant payment date as determined by us in our sole discretion. Any payment in respect of the Notes so made in U.S. dollars will not constitute an Event of Default under the Notes or the Base Indenture governing the Notes. Neither the trustee nor the paying agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

Investors are subject to foreign exchange risks as to payments of principal and interest that may have important economic and tax consequences to them.

Global Clearance and Settlement

The Notes are issued in the form of one or more global notes (the "Euro Global Notes") in fully registered form, without coupons, and are deposited with, or on behalf of, a common depositary, and registered in the name of the nominee of the common depositary, for, and in respect of interests held through, Euroclear and Clearstream. Except as described herein, certificates will not be issued in exchange for beneficial interests in the Euro Global Notes.

Except as set forth below, the Euro Global Notes may be transferred, in whole and not in part, only to Euroclear or Clearstream or their respective nominees.

Beneficial interests in the Euro Global Notes are represented, and transfers of such beneficial interests are effected, through accounts of financial institutions acting on behalf of beneficial owners as direct or indirect participants in Euroclear or Clearstream. Those beneficial interests will be in denominations of €100,000 and integral multiples of €1,000 in excess thereof. Investors may hold Notes directly through Euroclear or Clearstream, if they are participants in such systems, or indirectly through organizations that are participants in such systems. It is possible that the clearing systems may process trades that could result in amounts being held in denominations smaller than the minimum denominations. If definitive Notes are required to be issued in relation to such Notes in accordance with the provisions of the relevant Euro Global Notes, a holder who does not have the minimum denomination or a multiple of €1,000 in excess thereof in its account with the relevant clearing system at the relevant time may not receive all of its entitlement in the form of definitive Notes unless and until such time as its holding satisfies the minimum denomination requirement.

So long as Euroclear or Clearstream or their nominee or their common depositary is the registered holder of the Euro Global Notes, Euroclear, Clearstream, or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Euro Global Notes for all purposes under the Indenture and the Notes. Payments of principal, interest, and premium and additional amounts, if any, in respect of the Euro Global Notes will be made to Euroclear, Clearstream, or such nominee, as the case may be, as registered holder thereof.

Certificated Notes

Subject to certain conditions, the Notes represented by the Euro Global Notes are exchangeable for certificated Notes in definitive form of like tenor in minimum denominations of €100,000 principal amount and integral multiples of €1,000 in excess thereof if:

- (1) the common depositary provides notification that it is unwilling, unable, or no longer qualified to continue as depositary for the Euro Global Notes and a successor is not appointed within 90 days;
- (2) we in our discretion at any time determine not to have all of the Notes represented by the Euro Global Notes; or
- (3) default entitling the holders of the applicable Notes to accelerate the maturity thereof has occurred and is continuing.

Any note that is exchangeable as above is exchangeable for certificated Notes issuable in authorized denominations and registered in such names as the common depositary shall direct. Subject to the foregoing, a Euro Global Note is not exchangeable, except for a global note of the same aggregate denomination to be registered in the name of the common depositary (or its nominee).

Same-day Payment

Payments (including principal, premium, and additional amounts, if any, and interest) and transfers with respect to Notes in certificated form may be executed at the office or agency maintained for such purpose in London (initially the corporate trust office of the paying agent) or, at our option, by check mailed to the holders thereof at the respective addresses set forth in the register of holders of the Notes (maintained by the registrar), *provided* that all payments (including principal, premium, and additional amounts, if any, and interest) on Notes in certificated form, for which the holders thereof have given wire transfer instructions, will be required to be made by wire transfer of immediately available funds to the accounts specified by the holders thereof. No service charge will be made for any registration of transfer, but payment of a sum sufficient to cover any tax or governmental charge payable in connection with that registration may be required.

Paying Agent

The paying agent for the Notes is Elavon Financial Services DAC, UK Branch.



Memphis-Shelby County Airport Authority
Memphis, Tennessee

FOURTEENTH AMENDMENT
COMPOSITE LEASE AGREEMENT

FOR

MEMPHIS INTERNATIONAL AIRPORT

BY AND BETWEEN

MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

2491 Winchester Road, Suite 113
Memphis, Tennessee 38116-3586

AND

FEDERAL EXPRESS CORPORATION

DATED AS OF:

MARCH 14, 2022

BUT EFFECTIVE AS OF:

FEBRUARY 1, 2022

COMPOSITE AMENDMENT #14
FEDERAL EXPRESS CORPORATION

PAGE 1 OF 6



LIST OF EXHIBITS

- **Exhibit A** – Composite Agreement Schedule
- **Exhibit B** – Legal Description, Lease Site Boundary

COMPOSITE AMENDMENT #14
FEDERAL EXPRESS CORPORATION

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FOURTEENTH AMENDMENT

TO THE COMPOSITE LEASE AGREEMENT

This **FOURTEENTH** Amendment is made and entered into as of the 14th day of March, 2022, by and between MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY (herein referred to as "Authority" or "Sponsor"), a body politic and corporate, organized and existing under the laws of the State of Tennessee, and FEDERAL EXPRESS CORPORATION (herein referred to as "Tenant" or "Contractor"), a corporation duly organized and existing under the laws of the State of Delaware.

W I T N E S S E T H:

WHEREAS, Authority and Tenant executed a "Composite Lease Agreement", effective January 1, 2007 which was modified by First Amendment effective September 1, 2008; a Second Amendment effective June 1, 2009; a Third Amendment effective July 1, 2009; a Fourth Amendment effective 15, 2011; a Fifth Amendment effective January 1, 2013; a Sixth Amendment effective July 1, 2014; a Seventh Amendment effective April 1, 2016; an Eighth Amendment effective April 1, 2017; a Ninth Amendment effective September 1, 2017; a Tenth Amendment effective May 1, 2018; an Eleventh Amendment effective December 1, 2018; a Twelfth Amendment effective October 1, 2019; and a Thirteenth Amendment effective July 15, 2021; collectively referred to herein as the "Composite Lease Agreement"; and,

WHEREAS, a schedule identifying each parcel of real property the Authority leases to Tenant is attached to the Composite Lease Agreement as "EXHIBIT A", and the schedule states a portion of the Term (identified in the Composite Lease Agreement) during which the lease of each parcel will be in effect, and the rent that Tenant is subject to pay Authority for each parcel; and,

WHEREAS, the parties wish to amend the Composite Lease Agreement to add a total of 141,334 square feet of unimproved land located south of Democrat Road and west of "Cold Chain" facility area identified as ground support equipment (GSE) storage, more particularly identified as Parcel F5-5925 ("Parcel 37") and named in "EXHIBIT B", which is attached hereto and incorporated by reference; and,

WHEREAS, per the Composite Lease Agreement, rent will be calculated at \$0.2244 per square foot, thereby creating an annual increase of \$31,715.35, effective on February 1, 2022.



NOW, THEREFORE, for and in consideration of the promises, covenants and agreements hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions hereinafter set forth, Authority and Tenant do hereby covenant and agree as follows:

SECTION 1. **Definitions.** Except as otherwise provided herein, and unless the context shall clearly require otherwise, all words and terms used in this FOURTEENTH Amendment that are defined in the Composite Lease Agreement, the Special Facility Ground Lease Agreement and the Special Facility Lease Agreement shall have the respective meanings given to them in each agreement for all purposes of this FOURTEENTH Amendment.

SECTION 2. **Modification of Composite Lease and Applicable Rent.** Effective as of February 1, 2022, the parties amend the Composite Lease Agreement to reflect the addition of Parcel 37 as described in the attached property listing as shown on "EXHIBIT B". At any time on or after February 1, 2022, Tenant may take possession of the additional areas and use and improve them subject to the terms and conditions of the Composite Lease Agreement. As of the Effective Date, the parties incorporate the attached surveys and legal descriptions of Parcel 37 to be part of "EXHIBIT B" to the Composite Lease Agreement, and the parties substitute the table attached to this Amendment for the table included as part of "EXHIBIT A" to the Composite Lease Agreement. The substitution of that table will accomplish the following:

(a) Effective as of February 1, 2022, Tenant's annual rent will be increased by an amount equal to the product achieved by multiplying the area of Parcel 37 by **\$0.2244** as follows:

Location	Sq. Ft	Rate	Annual Rent
GSE Equipment Storage	141,334	\$0.2244	\$31,715.35

(b) The rent, as adjusted in accordance with the foregoing, will continue to be subject to adjustment in accordance with the terms of Section 2.03(a)(i) of the Composite Lease Agreement.

SECTION 3. **Improvements by Tenant**

(a) Effective as of February 1, 2022, Authority hereby grants to Tenant for use by Tenant and its servants, agents, employees and independent contractors working on or in



connection with Tenant's alterations of the improvements located on Parcel 37, making it suitable for Tenant's use ("Tenant's Work"), all necessary or appropriate rights of reasonable access, ingress and egress to and from Parcel 37, and the right to do all such other things as may be incidental to Tenant's Work.

(b) Tenant shall obtain, at Tenant's sole expense, all certificates and approvals relating to Tenant's Work. Tenant shall make, at least, all improvements to Parcel 37 at no cost to Authority.

SECTION 4. **Remainder of Composite Lease in Effect.** All other terms, provisions, conditions, covenants and agreements of the Composite Lease shall continue in full force and effect.

SECTION 5. **Effective Dates of this FOURTEENTH Amendment.** This FOURTEENTH Amendment shall become effective as of February 1, 2022.

The remainder of page is intentionally left blank.

Signature page to follow.



Memphis-Shelby County Airport Authority
Memphis, Tennessee

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this FOURTEENTH Amendment to the Composite Lease Agreement.

**MEMPHIS-SHELBY COUNTY
AIRPORT AUTHORITY**

By: /s/ Scott A. Bruckman
President and Chief Executive Officer

FEDERAL EXPRESS CORPORATION

By: /s/ R. Scott Peterson
Title: Managing Director - Properties
Date: March 14, 2022

Approved as to Content:

By: /s/ Forrest Artz
Vice President of Finance and Administration/CFO

Approved as to Form and Legality:

/s/ Amber Floyd
General Counsel

Reviewed and Approved:

/s/ Jason S. McBride
Director of Properties

Omitted Exhibits

Exhibit A and Exhibit B to this exhibit, which are described under "Witnesseth" and in Section 2 above, have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of Exhibit A and Exhibit B to the Securities and Exchange Commission or its staff upon request.

**COMPOSITE AMENDMENT #14
FEDERAL EXPRESS CORPORATION**

PAGE 6 OF 6



FedEx Lease #: 22-0519-000

FIFTEENTH AMENDMENT

to the

COMPOSITE LEASE AGREEMENT

By and Between

MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

and

FEDERAL EXPRESS CORPORATION

Effective as of May 19, 2022



**FIFTEENTH AMENDMENT
TO THE COMPOSITE LEASE AGREEMENT**

THIS FIFTEENTH AMENDMENT ("15th Amendment") is made and entered into as of the 19th day of May, 2022, by and between MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY (herein referred to as "Authority" or "Sponsor"), a body politic and corporate, organized and existing under the laws of the State of Tennessee, and FEDERAL EXPRESS CORPORATION (herein referred to as "Tenant" or "Contractor"), a corporation duly organized and existing under the laws of the State of Delaware.

WITNESSETH:

WHEREAS, Authority and Tenant executed a "Composite Lease Agreement," effective January 1, 2007 which was modified by First Amendment effective September 1, 2008; a Second Amendment effective June 1, 2009; a Third Amendment effective July 1, 2009; a Fourth Amendment effective 15, 2011; a Fifth Amendment effective January 1, 2013; a Sixth Amendment effective July 1, 2014; a Seventh Amendment effective April 1, 2016; an Eighth Amendment effective April 1, 2017; a Ninth Amendment effective September 1, 2017; a Tenth Amendment effective May 1, 2018; an Eleventh Amendment effective December 1, 2018; a Twelfth Amendment effective October 1, 2019; a Thirteenth Amendment effective July 26, 2021; and a Fourteenth Amendment effective February 1, 2022, all of which are collectively referred to herein as the "Composite Lease Agreement"; and

WHEREAS, a schedule identifying each parcel of real property the Authority leases to Tenant is attached to the Composite Lease Agreement as "EXHIBIT A," and the schedule states a portion of the Term (identified in the Composite Lease Agreement) during which the lease of each parcel will be in effect, and the rent that Tenant is subject to pay Authority for each parcel; and,

WHEREAS, the parties wish to amend the Composite Lease Agreement to add a total of 263,973.6 square feet of unimproved land located south of Democrat Road and east of Plough Boulevard, which is a portion of parcel 060174 00140, Shelby County INSTR. F5 5925 ("Western Boundary - Parcel 38" or "Parcel 38"), and named in "EXHIBIT B", which is attached hereto and incorporated by reference; and,

Federal Express Corporation
Composite Lease
Amendment #15



WHEREAS, the Western Boundary – Parcel 38 will be used by Tenant for the construction of a) Container Staging Area in support of Tenant Operations and b) Facility Maintenance Building and Equipment Storage to replace existing facilities currently located at 2808 Sprankel; and,

WHEREAS, per the Composite Lease Agreement, rent will be calculated at \$0.2244 per square foot, thereby creating an annual increase of \$59,235.68, effective on the date of substantial completion.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions hereinafter set forth, Authority and Tenant do hereby covenant and agree as follows:

SECTION 1. **Definitions.** Except as otherwise provided herein, and unless the context shall clearly require otherwise, all words and terms used in this 15th Amendment that are defined in the Composite Lease Agreement, the Special Facility Ground Lease Agreement and the Special Facility Lease Agreement shall have the respective meanings given to them in each agreement for all purposes of this 15th Amendment.

SECTION 2. **Modification of Composite Lease and Applicable Rent.** The parties amend the Composite Lease Agreement to reflect the addition of Western Boundary - Parcel 38 as described in the attached property listing as shown on "EXHIBIT B." As of the Effective Date, the parties incorporate the attached surveys and legal descriptions of Western Boundary - Parcel 38 to be part of "EXHIBIT B" to the Composite Lease Agreement.

Effective on the Parcel 38 "Substantial Completion Date" (as defined in Section 3(c) below), Tenant's annual rent will be increased by an amount equal to the product achieved by multiplying the area of Parcel 38 by **\$0.2244** as follows:

<u>Location</u>	<u>Sq. Ft</u>	<u>Rate</u>	<u>Annual Rent</u>
Unimproved Ground	263,973.6	\$0.2244	\$59,235.68

The rent, as adjusted in accordance with the foregoing, will continue to be subject to adjustment in accordance with the terms of Section 2.03(a)(i) of the Composite Lease

Federal Express Corporation
Composite Lease
Amendment #15



Agreement. The modification and applicable rate stated above shall be added to "Exhibit A" to the Composite Lease Agreement, as amended. A copy of "Exhibit A" including the above-stated modification and rental rate shall be included with this 15th Amendment at a later date and replace the current placeholder for said exhibit. Failure to include "Exhibit A" with this 15th Amendment at a later date does not affect the modification and rental rate agreed upon in this 15th Amendment, and the rental rate agreed upon in this 15th Amendment shall be treated as included in "Exhibit A" to the Composite Lease Agreement, as amended by subsequent lease amendments, for all intents and purposes.

SECTION 3. **Improvements by Tenant**

- (a) Effective May 1, 2022, Authority hereby grants to Tenant for use by Tenant and its servants, agents, employees and independent contractors working on or in connection with Tenant's alterations of the improvements located on Western Boundary—Parcel 38, making it suitable for Tenant's use ("Tenant's Work"), all necessary or appropriate rights of reasonable access, ingress and egress to and from Parcel 38, and the right to do all such other things as may be incidental to Tenant's Work.
- (b) Tenant shall obtain, at Tenant's sole expense, all certificates and approvals relating to Tenant's Work. Tenant shall make, at least, all improvements to Parcel 38 as listed below at no cost to Authority.
- (c) The Substantial Completion Date shall be defined as that date on which Tenant has commenced beneficial use of Parcel 38. Tenant's Work and related activity during the period before the Substantial Completion Date shall not be considered the commencement of beneficial use of the premises by Tenant. However, the terms and conditions of the Composite Lease, including, without limitation, the commercial liability insurance provisions, shall apply to and be effective during such period of occupancy or access to the premises by Tenant, except for Tenant's obligation to pay rent as provided in Section 2. Any Tenant third party contractor's obligation to provide for builder's risk coverage covering the premises and improvements on Parcel 38 shall commence upon fully execution of this Agreement, and will be required until the Substantial Completion Date of improvements to Parcel 38.

Federal Express Corporation
Composite Lease
Amendment #15



SECTION 4. **Improvements by Authority** Prior to May 1, 2022, Authority shall not make any improvements to Parcel 38 as shown on "EXHIBIT B". As part of its work under this Section, Tenant shall (i) remain in compliance with all applicable Environmental Laws and (ii) undertake, in compliance with the rules and regulations of any Governmental Authority having jurisdiction over the Parcel 38, all required cleanup activities with respect to environmental conditions caused by, arising out of, or resulting from its use of Parcel 38.

SECTION 5. **Remainder of Composite Lease in Effect**. All other terms, provisions, conditions, covenants and agreements of the Composite Lease shall continue in full force and effect.

SECTION 6. **Effective Date**. This 15th Amendment shall become effective as of May 1, 2022. "EXHIBIT A" and "EXHIBIT B" shall be incorporated herein by reference.

SECTION 7. **Right to Terminate 15th Amendment**. Tenant and the Authority are parties to a certain Agreement with Memphis Light, Gas and Water Division ("MLGW") dated May 4, 2022 ("MLGW Agreement") regarding MLGW's easement over the Western Boundary recorded under Instrument Number LE-7114 ("Easement Area"). The MLGW Agreement allows Tenant to construct upon and use the Easement Area for grading, paving, parking, drainage, and other permitted purposes for the facilities to be constructed on Western Boundary – Parcel 38. In the event of termination of the MLGW Agreement, Tenant shall have an immediate right to terminate this 15th Amendment upon written notice to the Authority for purposes of the Easement and Western Area identified on "EXHIBIT C", provided however, the terms of this 15th Amendment shall survive for purposes of the Eastern Boundary of the Easement Area as identified on "EXHIBIT C" ("Remaining 15th Amendment Premises") at the adjusted annual rental rate of \$0.2244 (as adjusted pursuant to this Agreement) multiplied by the total square footage for the Remaining 15th Amendment Premises identified on "EXHIBIT C." Upon such termination of this 15th Amendment, neither party hereto shall have any obligation to the other party hereto under this 15th Amendment for purposes of the Easement and Western Area identified on "EXHIBIT C" For purposes of the two page drawing attached hereto as Exhibit C, (i) the Easement Area is identified as the Easement on the Exhibit C Facility MX Area Legend; (ii) the Eastern Boundary of the Easement



Area, also known as the Remaining 15th Amendment Premises in the event of termination pursuant to this Section 7, is identified as the Leased Land East of the Easement on the Exhibit C Facility MX Area Legend; and (iii) the Western Area is identified as the Leased Land West of the Easement on the Exhibit C Facility MX Area Legend.

SECTION 8. MLGW Agreement. Tenant agrees to assume all responsibility and liability under the MLGW Agreement, which allows Tenant to use the Easement Area for construction of its facilities on Western Boundary – Parcel 38. The parties understand and acknowledge that the MLGW Agreement is to facilitate development and construction for Tenant's business purposes only and that the Authority shall not undertake any development activities pursuant to the MLGW Agreement. As such, to the fullest extent allowed under applicable law, Tenant agrees to indemnify, defend, protect, and hold Authority and company, its parent, affiliates, subsidiaries, and their respective directors, officers, employees, representatives, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, losses, damages, injuries, suits, proceedings, judgments, costs (including the costs or expenses of environmental response, removal or remediation activities) and/or expenses of whatever kind or nature arising from or related to the MLGW Agreement. This provision is not intended to relieve Authority from its own gross negligence or willful misconduct. Notwithstanding the foregoing, the obligations, responsibility and liability of the Authority under the Easement Agreement, Instrument Number LE-7114 in the Register's Office of Shelby County ("Easement Agreement"), shall remain the Authority's obligations, responsibility, and liability, and shall be separately governed by the Easement Agreement.

[SIGNATURE PAGE TO FOLLOW]

Federal Express Corporation
Composite Lease
Amendment #15



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this FIFTEENTH Amendment to the Composite Lease Agreement.

**MEMPHIS-SHELBY COUNTY
AIRPORT AUTHORITY**

By: /s/ Scott Brockman
President and Chief Executive Officer

May 19, 2022

Approved as to Content:

By: /s/ Forrest Artz
Vice President of Finance and Administration/CFO

Approved as to Form and Legality:

/s/ Amber Floyd
General Counsel

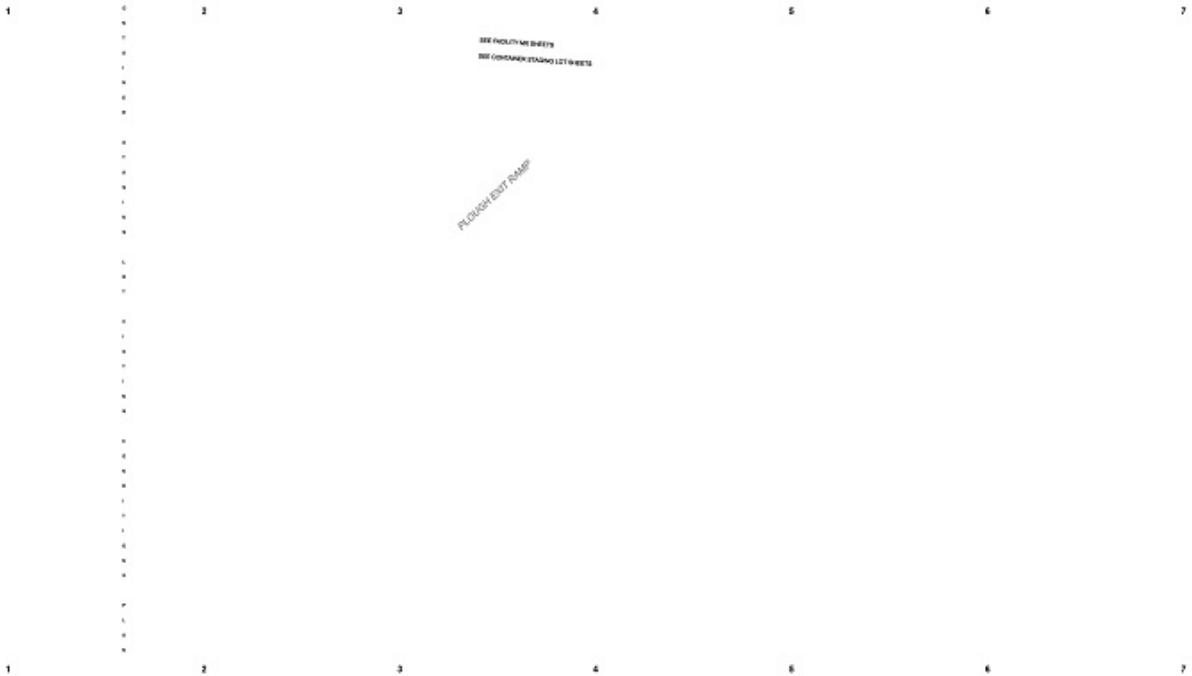
Reviewed and Approved:

/s/ Jason S. McBride
Director of Properties

Omitted Exhibits

Exhibit A, Exhibit B, and Exhibit C to this exhibit, which are described under "Witnesseth" and in Section 2, Section 4, and Section 7 above, have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of Exhibit A, Exhibit B, and Exhibit C to the Securities and Exchange Commission or its staff upon request.

Federal Express Corporation
Composite Lease
Amendment #15



INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

PURCHASE AGREEMENT NUMBER 3157

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

Relating to Boeing Model 777-FREIGHTER Aircraft

P.A. No. 3157

BOEING PROPRIETARY

TABLE OF CONTENTS

<u>ARTICLES</u>	<u>SA NUMBER</u>
1. Quantity, Model and Description	
2. Delivery Schedule	
3. Price	
4. Payment	
5. Miscellaneous	

TABLE

1. Aircraft Information Table

EXHIBIT

- Aircraft Configuration
- Aircraft Delivery Requirements and Responsibilities

SUPPLEMENTAL EXHIBITS

- AE1. Escalation Adjustment/Airframe and Optional Features
- CS1. Customer Support Variables
- EE1. Engine Escalation/Engine Warranty and Patent Indemnity
- SLP1. Service Life Policy Components

LETTER AGREEMENTS

3157-01	777 Spare Parts Initial Provisioning
3157-02	Demonstration Flight Waiver
6-1162-RCN-1785	[*]
6-1162-RCN-1789	Option Aircraft
6-1162-RCN-1790	Special Matters
6-1162-RCN-1791	Performance Guarantees
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay
6-1162-RCN-1793	Open Configuration Matters
6-1162-RCN-1795	AGTA Amended Articles
6-1162-RCN-1796	777 First-Look Inspection Program
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates
6-1162-RCN-1798	777 Boeing Converted Freighter

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

between

The Boeing Company

and

Federal Express Corporation

This Purchase Agreement No. 3157 dated as of November 7, 2006 between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to the purchase and sale of Model 777-FREIGHTER aircraft together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any, (**Purchase Agreement**) incorporates the terms and conditions of the Aircraft General Terms Agreement dated as of November 7, 2006 between the parties, identified as AGTA-FED together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any (AGTA).

Article 1. Quantity, Model and Description.

The aircraft to be delivered to Customer will be designated as Model 777-FREIGHTER aircraft (the **Aircraft**). Boeing will manufacture and sell to Customer Aircraft conforming to the configuration described in Exhibit A in the quantities listed in Table 1 to the Purchase Agreement.

Article 2. Delivery Schedule.

The scheduled months of delivery of the Aircraft are listed in the attached Table 1. Exhibit B describes certain responsibilities for both Customer and Boeing in order to accomplish the delivery of the Aircraft.

Article 3. Price.

3.1 Aircraft Basic Price. The Aircraft Basic Price is listed in Table 1 in subject-to-escalation dollars.

3.2 Advance Payment Base Prices. The Advance Payment Base Prices listed in Table 1 were calculated utilizing the latest escalation factors available to Boeing on the date of this Purchase Agreement projected to the month of scheduled delivery.

Article 4. Payment.

4.1 Boeing acknowledges receipt of a deposit in the amount shown in Table 1 for each Aircraft (**Deposit**).

4.2 The standard advance payment schedule for the Model 777-FREIGHTER aircraft requires Customer to make certain advance payments, expressed in a percentage of the Advance Payment Base Price of each Aircraft beginning with a payment of 1%, less the Deposit, on the effective date of the Purchase Agreement for the Aircraft. Additional advance payments for each Aircraft are due as specified in and on the first business day of the months listed in the attached Table 1.

4.3 Customer will pay the balance of the Aircraft Price of each Aircraft at delivery.

Article 5. Additional Terms.

5.1 Aircraft Information Table. Table 1 consolidates information contained in Articles 1, 2, 3 and 4 with respect to (i) quantity of Aircraft, (ii) applicable Detail Specification, (iii) month and year of scheduled deliveries, (iv) Aircraft Basic Price, (v) applicable escalation factors and (vi) Advance Payment Base Prices and advance payments and their schedules.

5.2 Escalation Adjustment/Airframe and Optional Features. Supplemental Exhibit AE1 contains the applicable airframe and optional features escalation formula.

5.3 Buyer Furnished Equipment Variables. Supplemental Exhibit BFE1 contains vendor selection dates and other variables applicable to the Aircraft.

5.4 Customer Support Variables. Information, training, services and other things furnished by Boeing in support of introduction of the Aircraft into Customer's fleet are described in Supplemental Exhibit CS1. The level of support to be provided under Supplemental Exhibit CS1 (the Entitlements) assumes that at the time of delivery of Customer's first Aircraft under the Purchase Agreement, Customer has not taken possession of a 777 Freighter aircraft whether such 777 Freighter aircraft was purchased, leased or otherwise obtained by Customer from Boeing or another party. If prior to the delivery of Customer's first Aircraft, Customer has taken possession of a 777 Freighter aircraft, Boeing will revise the Entitlements to reflect the level of support normally provided by Boeing to operators already operating such aircraft. Under no circumstances under the Purchase Agreement or any other agreement will Boeing provide the Entitlements more than once to support Customer's operation of 777 Freighter aircraft.

5.6 Engine Escalation Variables. Supplemental Exhibit EE1 describes the applicable engine escalation formula and contains the engine warranty and the engine patent indemnity for the Aircraft.

5.7 Service Life Policy Component Variables. Supplemental Exhibit SLP1 lists the airframe and landing gear components covered by the Service Life Policy for the Aircraft (**Covered Components**).

5.8 Public Announcement. Boeing reserves the right to make a public announcement regarding Customer's purchase of the Aircraft upon approval of Boeing's press release by Customer's public relations department or other authorized representative.

5.9 Negotiated Agreement; Entire Agreement. This Purchase Agreement, including the provisions of Article 8.2 of the AGTA relating to insurance, and Article 11 of Part 2 of Exhibit C of the AGTA relating to DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, has been the subject of discussion and negotiation and is understood by the parties; the Aircraft Price and other agreements of the parties stated in this Purchase Agreement were arrived at in consideration of such provisions. This Purchase Agreement, including the AGTA, contains the entire agreement between the parties and supersedes all previous proposals, understandings, commitments or representations whatsoever, oral or written, and may be changed only in writing signed by authorized representatives of the parties.

DATED AS OF November 7, 2006

FEDERAL EXPRESS CORPORATION

THE BOEING COMPANY

By: /s/ Phillip C. Blum

By: /s/ R.C. Nelson

Its: Vice President — Aircraft
Acquisitions/SAO

Its: Attorney-In-Fact

P.A. No. 3157

3

BOEING PROPRIETARY

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

Exhibit A to Purchase Agreement Number 3157

P.A. No. 3157

A

BOEING PROPRIETARY

AIRCRAFT CONFIGURATION

Dated November 7, 2006

relating to

BOEING MODEL 777-FREIGHTER AIRCRAFT

The Customer Aircraft Description is based on Boeing Configuration Specification D019W007-NEW dated as of July 24, 2006. Such Aircraft Description will be comprised of Boeing Configuration Specification D019W007-NEW dated as of July 24, 2006, any changes applicable to the basic model 777-Freighter aircraft and as amended to incorporate the Options to be selected by Customer later.

Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

P.A. No. 3157

A-1

BOEING PROPRIETARY

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

Exhibit B to Purchase Agreement Number 3157

P.A. No. 3157

B

BOEING PROPRIETARY

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

relating to

BOEING MODEL 777-FREIGHTER AIRCRAFT

Both Boeing and Customer have certain documentation and approval responsibilities at various times during the construction cycle of Customer's Aircraft that are critical to making the delivery of each Aircraft a positive experience for both parties. This Exhibit B documents those responsibilities and indicates recommended completion deadlines for the actions to be accomplished.

1. GOVERNMENT DOCUMENTATION REQUIREMENTS.

Certain actions are required to be taken by Customer in advance of the scheduled delivery month of each Aircraft with respect to obtaining certain government issued documentation.

1.1 Airworthiness and Registration Documents.

Not later than **6 months prior to delivery** of each Aircraft, Customer will notify Boeing of the registration number to be painted on the side of the Aircraft. In addition, and not later than **3 months prior to delivery** of each Aircraft, Customer will, by letter to the regulatory authority having jurisdiction, authorize the temporary use of such registration numbers by Boeing during the pre-delivery testing of the Aircraft.

Customer is responsible for furnishing any Temporary or Permanent Registration Certificates required by any governmental authority having jurisdiction to be displayed aboard the Aircraft after delivery.

1.2 Certificate of Sanitary Construction.

1.2.1 U.S. Registered Aircraft. Boeing will obtain from the United States Public Health Service, a United States Certificate of Sanitary Construction to be displayed aboard each Aircraft after delivery to Customer.

1.2.2 Non-U.S. Registered Aircraft. If Customer requires a United States Certificate of Sanitary Construction at the time of delivery of the Aircraft, Customer will give written notice thereof to Boeing at least **3 months prior to delivery**. Boeing will then use its reasonable best efforts to obtain the Certificate from the United States Public Health Service and present it to Customer at the time of Aircraft delivery.

1.3 Customs Documentation.

1.3.1 Import Documentation. If the Aircraft is intended to be exported from the United States, Customer must notify Boeing not later than **3 months prior to delivery** of each Aircraft of any documentation required by the customs authorities or by any other agency of the country of import.

1.3.2 General Declaration — U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Customs Form 7507, General Declaration, for execution by U.S. Customs immediately prior to the ferry flight of the Aircraft. For this purpose, Customer will furnish to Boeing not later than **20 days prior to delivery** all information required by U.S. Customs or U.S. Immigration and Naturalization Service, including without limitation (i) a complete crew and passenger list identifying the names, birth dates, passport numbers and passport expiration dates of all crew and passengers and (ii) a complete ferry flight itinerary, including point of exit from the United States for the Aircraft.

If Customer intends, during the ferry flight of an Aircraft, to land at a U.S. airport after clearing Customs at delivery, Customer must notify Boeing not later than **20 days prior to delivery** of such intention. If Boeing receives such notification, Boeing will provide to Customer the documents constituting a Customs permit to proceed, allowing such Aircraft to depart after any such landing. Sufficient copies of completed Form 7507, along with passenger manifest, will be furnished to Customer to cover U.S. stops scheduled for the ferry flight.

1.3.3 Export Declaration — U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Form 7525V and, **immediately prior to the ferry flight**, will submit such Form to U.S. Customs in Seattle in order to obtain clearance for the departure of the Aircraft, including any cargo, from the United States. U.S. Customs will deliver the Export Declaration to the U.S. Department of Commerce after export.

2. INSURANCE CERTIFICATES.

Unless provided earlier, Customer will provide to Boeing not later than **30 days prior to delivery** of the first Aircraft, a copy of the requisite annual insurance certificate in accordance with the requirements of Article 8 of the AGTA.

3. NOTICE OF FLYAWAY CONFIGURATION.

Not later than **20 days prior to delivery** of the Aircraft, Customer will provide to Boeing a configuration letter stating the requested “flyaway configuration” of the Aircraft for its ferry flight. This configuration letter should include:

- (i) the name of the company which is to furnish fuel for the ferry flight and any scheduled post-delivery flight training, the method of payment for such fuel, and fuel load for the ferry flight;
- (ii) the cargo to be loaded and where it is to be stowed on board the Aircraft, the address where cargo is to be shipped after flyaway and notification of any hazardous materials requiring special handling;
- (iii) any BFE equipment to be removed prior to flyaway and returned to Boeing BFE stores for installation on Customer's subsequent Aircraft;
- (iv) a complete list of names and citizenship of each crew member and non-revenue passenger who will be aboard the ferry flight; and
- (v) a complete ferry flight itinerary.

4. DELIVERY ACTIONS BY BOEING.

4.1 Schedule of Inspections. All FAA, Boeing, Customer and, if required, U.S. Customs Bureau inspections will be scheduled by Boeing for completion prior to delivery or departure of the Aircraft. Customer will be informed of such schedules.

4.2 Schedule of Demonstration Flights. All FAA and Customer demonstration flights will be scheduled by Boeing for completion prior to delivery of the Aircraft.

4.3 Schedule for Customer's Flight Crew. Boeing will inform Customer of the date that a flight crew is required for acceptance routines associated with delivery of the Aircraft.

4.4 Fuel Provided by Boeing. Boeing will provide to Customer, without charge, the amount of fuel shown in U.S. gallons in the table below for the model of Aircraft being delivered and full capacity of engine oil at the time of delivery or prior to the ferry flight of the Aircraft.

Aircraft Model	Fuel Provided
737	1,000
747	4,000
757	1,600
767	2,000
777	3,000

4.5 Flight Crew and Passenger Consumables. Boeing will provide reasonable quantities of food, coat hangers, towels, toilet tissue, drinking cups and soap for the first segment of the ferry flight for the Aircraft.

4.6 Delivery Papers, Documents and Data. Boeing will have available at the time of delivery of the Aircraft certain delivery papers, documents and data for execution and delivery. If title for the Aircraft will be transferred to Customer through a Boeing sales subsidiary and if the Aircraft will be registered with the FAA, Boeing will pre-position in Oklahoma City, Oklahoma, for filing with the FAA at the time of delivery of the Aircraft an executed original Form 8050-2, Aircraft Bill of Sale, indicating transfer of title to the Aircraft from Boeing's sales subsidiary to Customer.

4.7 Delegation of Authority. If specifically requested in advance by Customer, Boeing will present a certified copy of a Resolution of Boeing's Board of Directors, designating and authorizing certain persons to act on its behalf in connection with delivery of the Aircraft.

5. DELIVERY ACTIONS BY CUSTOMER.

5.1 Aircraft Radio Station License. At delivery Customer will provide its Aircraft Radio Station License to be placed on board the Aircraft following delivery.

5.2. Aircraft Flight Log. At delivery Customer will provide the Aircraft Flight Log for the Aircraft.

5.3 Delegation of Authority. Customer will present to Boeing at delivery of the Aircraft an original or certified copy of Customer's Delegation of Authority designating and authorizing certain persons to act on its behalf in connection with delivery of the specified Aircraft.

ESCALATION ADJUSTMENT

AIRFRAME AND OPTIONAL FEATURES

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

Supplemental Exhibit AE1 to Purchase Agreement Number 3157

(For Model 777-F, the Airframe Price Includes the Engine Price at its basic thrust level.)

P.A. No. 3157

AE1

BOEING PROPRIETARY

1. Formula.

Airframe and Optional Features price adjustments (Airframe Price Adjustment) are used to allow prices to be stated in current year dollars at the signing of this Purchase Agreement and to adjust the amount to be paid by Customer at delivery for the effects of economic fluctuation. The Airframe Price Adjustment will be determined at the time of Aircraft delivery in accordance with the following formula:

$$P_a = (P)(L + M) - P$$

Where:

P_a = Airframe Price Adjustment. (For Model 777-F, the Airframe Price includes the Engine Price at its basic thrust level.)

P = Airframe Price plus the price of the Optional Features (as set forth in Table 1 of this Purchase Agreement).

$$L = .65 \times \left[\frac{(ECI - ECI_R)}{ECI_R} \right]$$

Where:

ECI b is the base year airframe escalation index (as set forth in Table 1 of this Purchase Agreement);

ECI is the three-month arithmetic average value of 181.3 for October, November, and December 2005, using ECI —MFG (BLS Series ID ECU12402I);

ECI-R b is the three-month arithmetic average value of 100.0 for October, November, and December 2005, using the ECI — NAICS Manufacturing (BLS Series ID CIU2013000000000I); and

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ECI-R is a value determined using the U.S. Department of Labor, Bureau of Labor Statistics, Employment Cost Index for NAICS Manufacturing — Total Compensation (BLS Series ID CIU20130000000001), calculated by establishing a three-month arithmetic average value (expressed as a decimal and rounded to the nearest tenth) using the values for the 11th, 12th, and 13th months prior to the month of scheduled delivery of the applicable Aircraft. As the Employment Cost Index values are only released on a quarterly basis, the value released for the first quarter will be used for the months of January, February, and March; the value released for the second quarter will be used for the months of April, May, and June; the value released for the third quarter will be used for the months of July, August, and September; the value released for the fourth quarter will be used for the months of October, November, and December.

$$M = .35 \times (\text{CPI CPI b})$$

Where:

CPI b is the base year airframe escalation index (as set forth in Table 1 of this Purchase Agreement); and

CPI is a value determined using the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index — All Urban Consumers (BLS Series ID CUUR0000SA0), calculated as a 3-month arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the 11th, 12th, and 13th months prior to the month of scheduled delivery of the applicable Aircraft.

As an example, for an Aircraft scheduled to be delivered in the month of July, the months of June, July, and August of the preceding year will be utilized in determining the value of ECI-R and CPI.

Note: i. In determining the values of L and M, all calculations and resulting values will be expressed as a decimal rounded to the nearest ten-thousandth.

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BOEING PROPRIETARY

ii. .65 is the numeric ratio attributed to labor in the Airframe Price Adjustment formula.

iii. .35 is the numeric ratio attributed to materials in the Airframe Price Adjustment formula.

iv. The denominators (base year indices) are the actual average values reported by the U.S. Department of Labor, Bureau of Labor Statistics. The actual average values are calculated as a 3-month arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the 11th, 12th, and 13th months prior to the airframe base year. The applicable base year and corresponding denominator is provided by Boeing in Table 1 of this Purchase Agreement.

v. The final value of P a will be rounded to the nearest dollar.

vi. The Airframe Price Adjustment will not be made if it will result in a decrease in the Aircraft Basic Price.

2. Values to be Utilized in the Event of Unavailability.

2.1 If the Bureau of Labor Statistics substantially revises the methodology used for the determination of the values to be used to determine the ECI-R and CPI values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable Airframe Price Adjustment, the parties will, prior to the delivery of any such Aircraft, select a substitute from other Bureau of Labor Statistics data or similar data reported by non-governmental organizations. Such substitute will result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period. However, if within 24 months after delivery of the Aircraft, the Bureau of Labor Statistics should resume releasing values for the months needed to determine the Airframe Price Adjustment, such values will be used to determine any increase or decrease in the Airframe Price Adjustment for the Aircraft from that determined at the time of delivery of the Aircraft.

2.2 Notwithstanding Article 2.1 above, if prior to the scheduled delivery month of an Aircraft the Bureau of Labor Statistics changes the base year for determination of the ECI-R and CPI values as defined above, such re-based values will be incorporated in the Airframe Price Adjustment calculation.

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2.3 In the event escalation provisions are made non-enforceable or otherwise rendered void by any agency of the United States Government, the parties agree, to the extent they may lawfully do so, to equitably adjust the Aircraft Price of any affected Aircraft to reflect an allowance for increases or decreases consistent with the applicable provisions of paragraph 1 of this Supplemental Exhibit AE1 in labor compensation and material costs occurring since August of the year prior to the price base year shown in the Purchase Agreement.

2.4 If within 12 months of Aircraft delivery, the published index values are revised due to an acknowledged error by the Bureau of Labor Statistics, the Airframe Price Adjustment will be re-calculated using the revised index values (this does not include those values noted as preliminary by the Bureau of Labor Statistics). A credit memorandum or supplemental invoice will be issued for the Airframe Price Adjustment difference. Interest charges will not apply for the period of original invoice to issuance of credit memorandum or supplemental invoice.

Note: i. The values released by the Bureau of Labor Statistics and available to Boeing 30 days prior to the first day of the scheduled delivery month of an Aircraft will be used to determine the ECI-R and CPI values for the applicable months (including those noted as preliminary by the Bureau of Labor Statistics) to calculate the Airframe Price Adjustment for the Aircraft invoice at the time of delivery. The values will be considered final and no Airframe Price Adjustments will be made after Aircraft delivery for any subsequent changes in published Index values, subject always to paragraph 2.4 above.

ii. The maximum number of digits to the right of the decimal after rounding utilized in any part of the Airframe Price Adjustment equation will be 4, where rounding of the fourth digit will be increased to the next highest digit when the 5th digit is equal to 5 or greater.

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AE1-4

BOEING PROPRIETARY

CUSTOMER SUPPORT VARIABLES

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

Supplemental Exhibit CS1 to Purchase Agreement Number 3157

P.A. No. 3157

CS1
BOEING PROPRIETARY

CUSTOMER SUPPORT VARIABLES

relating to

BOEING MODEL 777-FREIGHTER AIRCRAFT

Customer and Boeing will conduct planning conferences approximately 12 months prior to delivery of the first Aircraft, or as mutually agreed, in order to develop and schedule a customized Customer Support Program to be furnished by Boeing in support of the Aircraft.

The customized Customer Services Program will be based upon and equivalent to the entitlements summarized below.

1. Maintenance Training.

- 1.1 Airplane General Familiarization Course; 2 classes of 24 students;
- 1.2 Mechanical/Electrical Systems Course (Instructor); 1 class of 15 students;
- 1.3 Avionics Systems Course (Instructor); 1 class of 15 students;
- 1.4 Mechanical/Electrical Systems Course (Line and Base); 2 classes of 15 students;
- 1.5 Avionics Systems Course (Line and Base); 1 class of 15 students;
- 1.6 Engine Run-Up Course; 2 classes of 3 students;
- 1.7 Corrosion Prevention & Control Course; 1 class of 10 students;
- 1.8 Aircraft Rigging Course; 1 class of 6 students;
- 1.9 Composite Repair for Technicians, 1 class of 8 students;
- 1.10 Digital Data Familiarization Course; 1 class of 15 students;
- 1.11 Cabin Management System (CMS) Configuration Database Generator (CDG) Familiarization Course; 1 class of 6 students;

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1.12 Training materials will be provided to each student. In addition, one set of training materials as used in Boeing's training program, including visual aids, Computer Based Training Courseware, instrument panel wall charts, text/graphics, video programs, etc. will be provided for use in Customer's own training program.

2. Flight Training.

- 2.1 Transition training for 8 flight crews (16 pilots) in 2 classes; The training will consist of ground school (utilizing computer based training), fixed base simulator, full flight simulator and actual aircraft training on Customer's Aircraft.
- 2.2 Flight Dispatcher training; 2 classes of 6 students;
- 2.3 Flight Attendant training; 2 classes of 12 students;
- 2.4 Performance Engineer training in Boeing's regularly scheduled courses; schedules are published twice yearly.
- 2.5 Training materials will be provided to each student. In addition, one set of training materials as used in Boeing's training program, including visual aids, Computer Based Training Courseware, instrument panel wall charts, text/graphics, video programs, Flight Attendant Manuals, etc. will be provided for use in Customer's own training program.
- 2.6 Additional Flight Operations Services:
 - a. Boeing flight crew personnel to assist in ferrying the first aircraft to Customer's main base;
 - b. Instructor pilots for 90 calendar days for revenue service training assistance;
 - c. An instructor pilot to visit Customer 6 months after revenue service training to review Customer's flight crew operations for a 2 week period.

3. Planning Assistance.

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3.1 Maintenance and Ground Operations.

Upon request, Boeing will visit Customer's main base to evaluate aircraft maintenance facilities, develop recommendations and assist in maintenance planning.

3.2 Spares.

a) Recommended Spares Parts List (RSPL)

A customized RSPL, data and documents will be provided to identify spare parts required for Customer's support program.

b) Illustrated Parts Catalog (IPC)

A customized IPC in accordance with ATA 100 will be provided.

c) Provisioning Training

Provisioning training will be provided for Customer's personnel at Boeing's facilities, where documentation and technical expertise are available. Training is focused on the initial provisioning process and calculations reflected in the Boeing RSPL.

d) Spares Provisioning Conference

A provisioning conference will be conducted, normally at Boeing's facilities where technical data and personnel are available.

4. Technical Data and Documents.

4.1 Flight Operations.

Airplane Flight Manual

Operations Manual and Checklist

Planning and Performance Manual

Weight and Balance Manual

Dispatch Deviation Procedures Guide

Flight Crew Training Manual

Fault Reporting Manual

Performance Engineer's Manual

Jet Transport Performance Methods

FMC Supplemental Data Document

Operational Performance Software

Baggage/Cargo Loading Manual
ETOPS Guide Vol. III
Flight Planning and Performance Manual

4.2 Maintenance.

Maintenance Manual
Wiring Diagram Manual
Systems Schematics Manual
Structural Repair Manual
Component Maintenance Manual
Standard Overhaul Practices Manual
Standard Wiring Practices Manual
Non-Destructive Test Manual
Service Bulletins and Index
Corrosion Prevention Manual
Fault Isolation Manual
Interior Reconfiguration Document
Power Plant Buildup Manual (except Rolls Royce)
In Service Activity Report
Significant Service Item Summary
All Operators Letters
Service Letters
Structural Item Interim Advisory
Combined Index
Maintenance Tips
Configuration Data Base Generator User Guide
Production Management Data Base
Baggage/Cargo Loading Manual

4.3 Maintenance Planning.

Maintenance Planning Data Document
Maintenance Task Cards and Index
Maintenance Inspection Intervals Report
ETOPS Guide Vol. II
Configuration Maintenance and Procedures for Extended Range Operations

4.4 Spares.

Illustrated Parts Catalog
Standards Books

4.5 Facilities and Equipment Planning.

Facilities and Equipment Planning Document
Special Tool & Ground Handling Equipment Drawings & Index
Supplementary Tooling Documentation
Illustrated Tool and Equipment List/Manual
Aircraft Recovery Document
Airplane Characteristics for Airport Planning Document
Airplane Rescue and Fire Fighting Document
Engine Handling Document
ETOPS Guide Vol. I

4.6 Supplier Technical Data.

Service Bulletins
Ground Support Equipment Data
Provisioning Information
Component Maintenance Manuals and Index
Publications Index
Product Support Supplier Directory

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CS1-5
BOEING PROPRIETARY

ENGINE ESCALATION,
ENGINE WARRANTY AND PATENT INDEMNITY

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

Supplemental Exhibit EE1 to Purchase Agreement Number 3157

P.A. No. 3157

EE1
BOEING PROPRIETARY

ENGINE ESCALATION,
ENGINE WARRANTY AND PATENT INDEMNITY

relating to

BOEING MODEL 777-FREIGHTER AIRCRAFT

1. ENGINE ESCALATION. No separate engine escalation methodology is defined for the 777-FREIGHTER Aircraft. Pursuant to the AGTA, the engine prices for these Aircraft are included in and will be escalated in the same manner as the Airframe.

2. ENGINE WARRANTY AND PRODUCT SUPPORT PLAN. Boeing has obtained from General Electric Company (GE) GE's guarantee that GE will extend directly to Customer GE's warranty, special guarantees and product support services (hereinafter collectively referred to as the "Warranty"); subject, however, to Customer's acceptance of the conditions set forth in the Warranty.

In consideration for Boeing's having obtained GE's guarantee to provide the Warranty directly to the Customer, Customer hereby releases and discharges Boeing from any and all claims, obligations and liabilities whatsoever arising out of the purchase or use of such Engines and Customer hereby waives, releases and renounces all its rights in all such claims, obligations and liabilities. THE WARRANTY GE EXTENDS DIRECTLY TO CUSTOMER IS EXCLUSIVE, AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY.

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EE1
BOEING PROPRIETARY

SERVICE LIFE POLICY COMPONENTS

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

Supplemental Exhibit SLP1 to Purchase Agreement Number 3157

P.A. No. 3157

SLP1
BOEING PROPRIETARY

COVERED SERVICE LIFE COMPONENTS

relating to

BOEING MODEL 777 AIRCRAFT

This is the listing of Covered Components for the Aircraft which relate to Part 3, Boeing Service Life Policy of Exhibit C, Product Assurance Document to the AGTA and is a part of Purchase Agreement No. 3157.

1. Wing.

- (a) Upper and lower wing skins and stiffeners between the forward and rear wing spars.
- (b) Wing spar webs, chords and stiffeners.
- (c) Inspar wing ribs.
- (d) Inspar splice plates and fittings.
- (e) Upper wing fold hinge, end ribs and lower latch lugs.
- (f) Main landing gear support structure.
- (g) Wing center section lower beams, spanwise beams and floor beams, but not the seat tracks attached to the beams.
- (h) Wing-to-body structural attachments.
- (i) Engine strut support fittings attached directly to wing primary structure.
- (j) Support structure in the wing for spoilers and spoiler actuators; for aileron hinges and reaction links; and for leading edge devices and trailing edge flaps.
- (k) Leading edge device and trailing edge flap support system.
- (l) Aileron leading edge device and trailing edge flap internal, fixed attachment and actuator support structure.

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2. Body.

- (a) External surface skins and doublers, longitudinal stiffeners, longerons and circumferential rings and frames between the forward pressure bulkhead and the vertical stabilizer rear spar bulkhead, and structural support and enclosure for the APU but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.
- (b) Window and windshield structure but excluding the windows and windshields.
- (c) Fixed attachment structure of the passenger doors, cargo doors and emergency exits, excluding door mechanisms and movable hinge components. Sills and frames around the body openings for the passenger doors, cargo doors and emergency exits, excluding scuff plates and pressure seals.
- (d) Nose wheel well structure, including the wheel well walls, pressure deck, forward and aft bulkheads, and the gear support structure.
- (e) Main gear wheel well structure including pressure deck, bulkheads and landing gear beam support structure.
- (f) Floor beams and support posts in the control cab and passenger cabin area, but excluding seat tracks.
- (g) Forward and aft pressure bulkheads.
- (h) Keel structure between the wing front spar bulkhead and the main gear wheel well aft bulkhead, including splices.
- (i) Wing front and rear spar support bulkheads, and vertical and horizontal stabilizer front and rear spar support bulkheads including terminal fittings but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.
- (j) Support structure in the body for the stabilizer pivot and stabilizer screw.

3. Vertical Stabilizer.

- (a) External skins between front and rear spars.
- (b) Front and rear spars including stiffeners.

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SLP1-2
BOEING PROPRIETARY

- (c) Attachment fittings between vertical stabilizer and body.
- (d) Inspark ribs.
- (e) Support structure in the vertical stabilizer for rudder hinges, reaction links and actuators.
- (f) Rudder internal, fixed attachment and actuator support structure.
- (g) Rudder hinges and supporting ribs, excluding bearings.

4. Horizontal Stabilizer

- (a) External skins between front and rear spars.
- (b) Front and rear spars including splices and stiffeners.
- (c) Inspark ribs.
- (d) Stabilizer splice fittings and pivot and screw support structure.
- (e) Support structure in the horizontal stabilizer for the elevator hinges, reaction links and actuators.
- (f) Elevator internal, fixed attachment and actuator support structure.
- (g) Elevator hinges and supporting ribs, excluding bearings.

5. Engine Strut

- (a) Strut external surface skin and doublers and stiffeners.
- (b) Internal strut chords, frames and bulkheads.
- (c) Strut to wing fittings and diagonal brace.
- (d) Engine mount support fittings attached directly to strut structure.
- (e) For Aircraft equipped with General Electric or Pratt & Whitney engines only, the engine mounted support fittings.

6. Main Landing Gear

- (a) Outer cylinder.
- (b) Inner cylinder.

- (c) Upper and lower side strut, including spindles and universals.
- (d) Upper and lower drag strut, including spindles and universals.
- (e) Orifice support tube.
- (f) Downlock links including spindles and universals.
- (g) Torsion links.
- (h) Bogie beam.
- (i) Axles.
- (j) Steering crank arm.
- (k) Steering rod.

7. Nose Landing Gear.

- (a) Outer cylinder.
- (b) Inner cylinder, including axles.
- (c) Orifice support tube.
- (d) Upper and lower drag strut, including lock links.
- (e) Steering plates and steering collar.
- (f) Torsion links.
- (g) Actuator support beam and hanger.

NOTE: The Service Life Policy does not cover any bearings, bolts, bushings, clamps, brackets, actuating mechanisms or latching mechanisms used in or on the Covered Components.

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SLP1-4
BOEING PROPRIETARY

Federal Express Corporation
Suite 300
942 S Shady Grove
Memphis TN 38120

Subject: Spare Parts Initial Provisioning

Reference: a) Purchase Agreement No. 3157 (the Purchase Agreement) to between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)
b) Customer Services General Terms Agreement No. S2-2 (CSGTA) between Boeing and Customer

This letter agreement (Letter Agreement) is entered into on the date below and amends and supplements the CSGTA. All capitalized terms used but not defined in this Letter Agreement have the same meaning as in the CSGTA, except for "Aircraft" which will have the meaning as defined in the Purchase Agreement.

In order to define the process by which Boeing and Customer will (i) identify those Spare Parts and Standards critical to Customer's successful introduction of the Aircraft into service and its continued operation, (ii) place Orders under the provisions of the CSGTA as supplemented by the provisions of this Letter Agreement for those Spare Parts and Standards, and (iii) manage the return of certain of those Spare Parts which Customer does not use, the parties agree as follows.

1. Definitions.

"**Provisioning Data**" means the documentation provided by Boeing to Customer, including but not limited to the Recommended Spare Parts List (RSPL), identifying all Boeing initial provisioning requirements for the Aircraft.

"**Provisioning Items**" means the Spare Parts and Standards identified by Boeing as initial provisioning requirements in support of the Aircraft, excluding special tools, ground support equipment (GSE), engines and engine parts.

“**Provisioning Products Guide**” means the Boeing Manual D6-81834 entitled “Spares Provisioning Products Guide”.

2. Phased Provisioning.

2.1 **Provisioning Products Guide.** Prior to the initial provisioning meeting Boeing will furnish to Customer a copy of the Provisioning Products Guide.

2.2 **Initial Provisioning Meeting.** On or about twelve (12) months prior to delivery of the first Aircraft the parties will conduct an initial provisioning meeting where the procedures, schedules, and requirements for training will be established to accomplish phased provisioning of Spare Parts and Standards for the Aircraft in accordance with the Provisioning Products Guide. If the lead time from execution of the Purchase Agreement until delivery of the first Aircraft is less than twelve (12) months, the initial provisioning meeting will be established as soon as reasonably possible after execution of the Purchase Agreement.

2.3 **Provisioning Data.** During the initial provisioning meeting Customer will provide to Boeing the operational parameter information described in Chapter 6 of the Provisioning Products Guide. After review and acceptance by Boeing of such Customer information, Boeing will prepare the Provisioning Data. Such Provisioning Data will be furnished to Customer on or about ninety (90) days after Boeing finalizes the engineering drawings for the Aircraft. The Provisioning Data will be as complete as possible and will cover Provisioning Items selected by Boeing for review by Customer for initial provisioning of Spare Parts and Standards for the Aircraft. Boeing will furnish to Customer revisions to the Provisioning Data until approximately ninety (90) days following delivery of the last Aircraft or until the delivery configuration of each of the Aircraft is reflected in the Provisioning Data, whichever is later.

2.4 **Buyer Furnished Equipment (BFE) Provisioning Data.** Unless otherwise advised by Boeing, Customer will provide or insure its BFE suppliers provide to Boeing the BFE data in scope and format acceptable to Boeing, in accordance with the schedule established during the initial provisioning meeting.

3. Purchase from Boeing of Spare Parts and Standards as Initial Provisioning for the Aircraft.

3.1 **Schedule.** In accordance with schedules established during the initial provisioning meeting, Customer may place Orders for Provisioning Items and any GSE, special tools or engine spare parts which Customer determines it will initially require for maintenance, overhaul and servicing of the Aircraft and/or engines.

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Spare_Parts_Initial_Provisioning

BOEING PROPRIETARY

3.2 Prices of Initial Provisioning Spare Parts.

3.2.1 Boeing Spare Parts. The Provisioning Data will set forth the prices for those Provisioning Items other than items listed in Article 3.3, below, that are Boeing Spare Parts, and such prices will be firm and remain in effect for ninety (90) days from the date the price is first quoted to Customer in the Provisioning Data.

3.2.2 Supplier Spare Parts. Boeing will provide estimated prices in the Provisioning Data for Provisioning Items other than items listed in Article 3.3, below, that are Supplier Spare Parts. The price to Customer for any Supplier Spare Parts that are Provisioning Items or for any items ordered for initial provisioning of GSE, special tools manufactured by suppliers, or engine spare parts will be one hundred twelve percent (112%) of the supplier's list price for such items.

3.3 QEC Kits, Standards Kits, Raw Material Kits, Bulk Materials Kits and Service Bulletin Kits. In accordance with schedules established during the initial provisioning meeting, Boeing will furnish to Customer a listing of all components which could be included in the quick engine change (QEC) kits, Standards kits, raw material kits, bulk materials kits and service bulletin kits which may be purchased by Customer from Boeing. Customer will select, and provide to Boeing its desired content for the kits. Boeing will furnish to Customer as soon as practicable thereafter a statement setting forth a firm price for such kits. Customer will place Orders with Boeing for the kits in accordance with schedules established during the initial provisioning meeting.

4. Delivery.

For Spare Parts and Standards ordered by Customer in accordance with Article 3 of this Letter Agreement, Boeing will, insofar as reasonably possible, deliver to Customer such Spare Parts and Standards on dates reasonably calculated to conform to Customer's anticipated needs in view of the scheduled deliveries of the Aircraft. Customer and Boeing will agree upon the date to begin delivery of the provisioning Spare Parts and Standards ordered in accordance with this Letter Agreement. Where appropriate, Boeing will arrange for shipment of such Spare Parts and Standards which are manufactured by suppliers directly to Customer from the applicable supplier's facility. The routing and method of shipment for initial deliveries and all subsequent deliveries of such Spare Parts and Standards will be as established at the initial provisioning meeting and thereafter by mutual agreement.

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5. Substitution for Obsolete Spare Parts.

5.1 Obligation to Substitute Pre-Delivery. In the event that, prior to delivery of the first Aircraft, any Spare Part purchased by Customer from Boeing in accordance with this Letter Agreement as initial provisioning for the Aircraft is rendered obsolete or unusable due to the redesign of the Aircraft or of any accessory, equipment or part thereof (other than a redesign at Customer's request) Boeing will deliver to Customer at no charge new and usable Spare Parts in substitution for such obsolete or unusable Spare Parts and, upon such delivery, Customer will return the obsolete or unusable Spare Parts to Boeing.

5.2 Delivery of Obsolete Spare Parts and Substitutes. Obsolete or unusable Spare Parts returned by Customer pursuant to this Article 5 will be delivered to Boeing F.O.B. at its Seattle Distribution Center or such other destination as Boeing may reasonably designate. Spare Parts substituted for such returned obsolete or unusable Spare Parts will be delivered to Customer in accordance with the CSGTA. Boeing will pay the freight charges for the shipment from Customer to Boeing of any such obsolete or unusable Spare Part and for the shipment from Boeing to Customer of any such substitute Spare Part.

6. Repurchase of Provisioning Items.

6.1 Obligation to Repurchase. During a period commencing one (1) year after delivery of the first Aircraft added to the Purchase Agreement by the Supplemental Agreement, and ending five (5) years after such delivery, Boeing will, upon receipt of Customer's written request and subject to the exceptions in Article 6.2, repurchase unused and undamaged Provisioning Items which (i) were recommended by Boeing in the Provisioning Data as initial provisioning for the Aircraft, (ii) were purchased by Customer from Boeing, and (iii) are surplus to Customer's needs.

6.2 Exceptions. Boeing will not be obligated under Article 6.1 to repurchase any of the following: (i) quantities of Provisioning Items in excess of those quantities recommended by Boeing in the Provisioning Data for the Aircraft, (ii) QEC kits, bulk material kits, raw material kits, service bulletin kits, Standards kits and components thereof (except those components listed separately in the Provisioning Data), (iii) Provisioning Items for which an Order was received by Boeing more than five (5) months after delivery of the last Aircraft added to the Purchase Agreement by the Supplemental Agreement, (iv) Provisioning Items which have become obsolete or have been replaced by other Provisioning Items as a result of Customer's modification of the Aircraft, and (v) Provisioning Items which become excess as a result of a change in Customer's operating parameters, as provided to Boeing pursuant to the initial provisioning meeting and which were the basis of Boeing's initial provisioning recommendations for the Aircraft.

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BOEING PROPRIETARY

6.3 Notification and Format. Customer will notify Boeing, in writing when Customer desires to return Provisioning Items under the provisions of this Article 6. Customer's notification will include a detailed summary, in part number sequence, of the Provisioning Items Customer desires to return. Such summary will be in the form of listings, tapes, diskettes or other media as may be mutually agreed between Boeing and Customer and will include part number, nomenclature, purchase order number, purchase order date and quantity to be returned. Within five (5) business days after receipt of Customer's notification, Boeing will advise Customer in writing when Boeing's review of such summary will be completed.

6.4 Review and Acceptance by Boeing. Upon completion of Boeing's review of any detailed summary submitted by Customer pursuant to Article 6.3, Boeing will issue to Customer a Material Return Authorization (MRA) for those Provisioning Items Boeing agrees are eligible for repurchase in accordance with this Article 6. Boeing will advise Customer of the reason that any Provisioning Item included in Customer's detailed summary is not eligible for return. Boeing's MRA will state the date by which Provisioning Items listed in the MRA must be redelivered to Boeing, and Customer will arrange for shipment of such Provisioning Items accordingly.

6.5 Price and Payment. The price of each Provisioning Item repurchased by Boeing pursuant to this Article 6 will be an amount equal to 100% of the original invoice price thereof except that the repurchase price of Provisioning Items purchased pursuant to Article 3.2.2 will not include Boeing's 12% handling charge. Boeing will pay the repurchase price by issuing a credit memorandum in favor of Customer which may be applied against amounts due Boeing for the purchase of Spare Parts or Standards.

6.6 Delivery of Repurchased Provisioning Items. Provisioning Items repurchased by Boeing pursuant to this Article 6 will be delivered to Boeing F.O.B. at its Seattle Distribution Center or such other destination as Boeing may reasonably designate.

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Spare_Parts_Initial_Provisioning

BOEING PROPRIETARY

7. Title and Risk of Loss.

Title and risk of loss of any Spare Parts or Standards delivered to Customer by Boeing in accordance with this Letter Agreement will pass from Boeing to Customer in accordance with the applicable provisions of the CSGTA. Title to and risk of loss of any Spare Parts or Standards returned to Boeing by Customer in accordance with this Letter Agreement will pass to Boeing upon delivery of such Spare Parts or Standards to Boeing in accordance with the provisions of Article 5.2 or Article 6.6, herein, as appropriate.

8. Termination for Excusable Delay.

In the event of termination of the Purchase Agreement pursuant to Article 7 of the AGTA with respect to any Aircraft /added to the Purchase Agreement by the Supplemental Agreement/, such termination will, if Customer so requests by written notice received by Boeing within fifteen (15) days after such termination, also discharge and terminate all obligations and liabilities of the parties as to any Spare Parts or Standards which Customer had ordered pursuant to the provisions of this Letter Agreement as initial provisioning for such Aircraft and which are undelivered on the date Boeing receives such written notice.

9. Order of Precedence.

In the event of any inconsistency between the terms of this Letter Agreement and the terms of any other provisions of the CSGTA, the terms of this Letter Agreement will control.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157
Spare_Parts_Initial_Provisioning

BOEING PROPRIETARY

Federal Express Corporation
 Suite 300
 942 S Shady Grove
 Memphis TN 38120

Subject: Demonstration Flight Waiver

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Definition of Terms:

Correction Costs: Customer's direct labor costs and the cost of any material required to correct a Flight Discrepancy where direct labor costs are equal to the warranty labor rate in effect between the parties at the time such labor is expended.

Flight Discrepancy: A failure or malfunction of an Aircraft, or the accessories, equipment or parts installed on the Aircraft which results from a defect in the Aircraft, Boeing Product, engine or Supplier Product or a nonconformance to the Detail Specification for the Aircraft.

The AGTA provides that each aircraft will be test flown prior to delivery for the purpose of demonstrating the functioning of such Aircraft and its equipment to Customer; however, Customer may elect to waive this test flight. For each test flight waived, Boeing agrees to provide Customer an amount of jet fuel at delivery that, including the standard fuel entitlement, totals the following amount of fuel:

Aircraft Model	Total Fuel Entitlement (U.S. Gallons)
737	Full tanks
747	26,000
767	11,000
777	10,300
787	Full tanks

Further, Boeing agrees to reimburse Customer for any Correction Costs incurred as a result of the discovery of a Flight Discrepancy during the first flight of the aircraft by Customer following delivery to the extent such Correction Costs are not covered under a warranty provided by Boeing, the engine manufacturer or any of Boeing's suppliers.

Should a Flight Discrepancy be detected by Customer which requires the return of the Aircraft to Boeing's facilities at Seattle, Washington, so that Boeing may correct such Flight Discrepancy, Boeing and Customer agree that title to and risk of loss of such Aircraft will remain with Customer. In addition, it is agreed that Boeing will have responsibility for the Aircraft while it is on the ground at Boeing's facilities in Seattle, Washington, as is chargeable by law to a bailee for mutual benefit, but Boeing shall not be chargeable for loss of use.

To be reimbursed for Correction Costs, Customer shall submit a written itemized statement describing any flight discrepancies and indicating the Correction Cost incurred by Customer for each discrepancy. This request must be submitted to Boeing's Contracts Regional Director at Renton, Washington, within ninety (90) days after the first flight by Customer.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157
Demonstration_Flight_Waiver

BOEING PROPRIETARY

Federal Express Corporation
Suite 300
942 S Shady Grove
Memphis TN 38120

Subject: Performance Guarantees, [*]

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This Letter Agreement amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

The Performance Guarantees for the Aircraft are set forth in Letter Agreement Number 6-1162-RCN-1791.

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157

Performance Guarantees, [*]

BOEING PROPRIETARY

10. Assignment.

Neither party may assign this Letter Agreement without the express written approval of the other party.

11. Confidential Treatment.

Customer understands that certain commercial and financial information contained in this Letter Agreement are considered by Boeing as confidential. Customer agrees that they will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157

Performance Guarantees, [*]

BOEING PROPRIETARY

Federal Express Corporation
Suite 300
942 S Shady Grove
Memphis TN 38120

Subject: Option Aircraft

Reference: Purchase Agreement 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This Letter Agreement amends the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Boeing agrees to manufacture and sell to Customer additional Model 777-FREIGHTER aircraft as Option Aircraft. The delivery months, number of aircraft, Advance Payment Base Price per aircraft and advance payment schedule are listed in the Attachment to this Letter Agreement. The Airframe Price shown includes the Engine Price.

1. Aircraft Description and Changes

1.1 Aircraft Description: The Option Aircraft are described by the Detail Specification listed in the Attachment.

1.2 Changes: The Detail Specification will be revised to include:

- (i) Changes applicable to the basic Model 777 aircraft which are developed by Boeing between the date of the Detail Specification and the signing of the amendment to the definitive agreement to add the the Option Aircraft;
- (ii) Changes required to obtain required regulatory certificates; and
- (iii) Changes mutually agreed upon.

1.3 [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157
Option_Aircraft

BOEING PROPRIETARY

2. Price

2.1 The pricing elements of the Option Aircraft are listed in the Attachment.

2.2 Price Adjustments

2.2.1 Changes. The price of the Option Aircraft will be adjusted to reflect changes discussed in paragraph 1.2 above, provided that the price for changes in 1.2 (ii) are subject to the terms of section 3.2.2 of the AGTA.

2.2.2 Optional Features. The Optional Aircraft will contain the same Optional Features and price as the initial firm Aircraft.

2.2.3 Escalation Adjustments. The Airframe Price and the price of Optional Features for Option Aircraft will be escalated on the same basis as the Aircraft.

3. Payment

3.1 Customer will pay a deposit to Boeing in the amount shown in the Attachment for each Option Aircraft (Deposit) upon execution of the Purchase Agreement. If Customer exercises an option, the Deposit will be credited against the first advance payment due. [*]

3.2 Following option exercise, advance payments in the amounts and at the dates pursuant to the appropriate advance payment schedule as discussed in the Purchase Agreement will be payable for the Option Aircraft. The remainder of the Aircraft Price for the Option Aircraft will be paid at the time of delivery.

4. Option Exercise

4.1 Customer may exercise an option by giving written notice to Boeing on or before the date [*] months prior to the delivery dates listed in the Attachment (Option Exercise Date). Upon option exercise, Boeing will have the right to adjust the scheduled delivery by [*].

4.2 [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

5. Contract Terms.

Boeing and Customer will use their best efforts amend the definitive agreement to add the exercised Option Aircraft as an Aircraft within 30 days following option exercise.

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

Attachment

P.A. No. 3157
Option_Aircraft

BOEING PROPRIETARY

Federal Express Corporation
Suite 300
942 S Shady Grove
Memphis TN 38120

Subject: Special Matters

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

7. ADVANCE PAYMENT SETOFF RIGHTS

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

8. ASSIGNMENT

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157

BOEING PROPRIETARY

[*]

10. FLIGHT TEST PROCEDURES

As of the date of this Letter Agreement, Boeing has not yet developed the flight test procedures for the model 777F aircraft. Boeing will develop flight test procedures for Customer's model 777F Aircraft. Such procedures will be based on Boeing document D540W001 (previously provided to Customer). Boeing will include in any reasonable request for specific flight test procedures for Customer's Aircraft, provided such request(s) are made at least 6 months prior to delivery of the respective Aircraft.

[*]

14. SIMULATOR DATA PACKAGE

Boeing currently does not have a simulator data package for the Model 777-FREIGHTER aircraft. Upon request, Boeing will offer to Customer a simulator package proposal satisfying Customer's requirements, such proposal to include price and other terms and conditions for such Model 777-FREIGHTER aircraft.

15. PUBLIC ANNOUNCEMENT

Notwithstanding the terms in the Purchase Agreement, neither Party shall in any manner advertise or make any public statement regarding Customer's purchase of the Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party except as may be authorized in writing by an authorized officer of the other Party.

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P.A. No. 3157

BOEING PROPRIETARY

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157

BOEING PROPRIETARY

Federal Express Corporation
Suite 300
942 S Shady Grove
Memphis TN 38120

Subject: Aircraft Performance Guarantees

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the performance guarantees in the Attachment. These guarantees are exclusive and expire upon delivery of the Aircraft to Customer.

Customer agrees not to disclose this Letter Agreement, attachments, or any other information related to this Letter Agreement without prior written consent by Boeing.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157
Performance_Guarantees

BOEING PROPRIETARY

MODEL 777F PERFORMANCE GUARANTEES
FOR FEDERAL EXPRESS CORPORATION

SECTION CONTENTS

- 1 AIRCRAFT MODEL APPLICABILITY**
- 2 FLIGHT PERFORMANCE**
- 3 MANUFACTURER'S EMPTY WEIGHT**
- 4 AIRCRAFT CONFIGURATION**
- 5 GUARANTEE CONDITIONS**
- 6 GUARANTEE COMPLIANCE**
- 7 EXCLUSIVE GUARANTEES**

P.A. No. 3157

Federal Express Corporation
Suite 300
942 S Shady Grove
Memphis TN 38120

Subject: Liquidated Damages — Non-Excusable Delay

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157

BOEING PROPRIETARY

7. Confidential Treatment

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157

Liquidated_Damages_Non-Excusable_Delay

BOEING PROPRIETARY

Federal Express Corporation
Suite 300
942 S Shady Grove
Memphis TN 38120

Subject: Open Configuration Matters

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This Letter Agreement amends the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Aircraft Configuration.

1.1 Initial Configuration. The initial configuration of Customer's Model 777-FREIGHTER Aircraft has is based on Boeing Configuration Specification D019W007-NEW as described in Article 1 and Exhibit A of the Purchase Agreement (the Aircraft Configuration).

1.2 Final Configuration Schedule. No later than [*], Boeing will provide to Customer a configuration development schedule for the aircraft.

1.3 BFE. Customer and Boeing have not determined the specific items of BFE. When the specific BFE is determined, the parties will mutually agree on the vendor select dates and on-dock dates required to support the in production installation of the BFE into the Aircraft.

[*]

1.6 Change Request Pricing. Boeing agrees to use its standard pricing policy and procedures to price any of Customers unique change requests.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157
Open_Configuration_Matters

BOEING PROPRIETARY

2. Effect on Purchase Agreement.

2.1 Basic Specification. Changes applicable to the basic Model 777-FREIGHTER aircraft which are developed by Boeing between the date of signing of the Purchase Agreement and completion of the final configuration review described in paragraph 1.2 above will be incorporated into the Aircraft Configuration by written amendment.

2.2 Exhibit A. The effects of all Options which are mutually agreed upon between Boeing and Customer for incorporation into the Aircraft Configuration will be incorporated into Exhibit A of the Purchase Agreement by written amendment.

2.3 Performance Guarantees. Within 90 days after Customer's acceptance of any Options, Boeing will provide to Customer revisions to the Performance Guarantees to reflect the effects, if any, of the incorporation of such Options on Aircraft performance. Such revisions will be incorporated by written amendment.

[*]

3. Purchase Agreement Amendment.

Within 30 days after reaching agreement as to the final Aircraft Configuration, Boeing will provide Customer an amendment to the Purchase Agreement reflecting the effects of the configuration changes agreed to by the parties.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

Federal Express Corporation

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157
Open_Configuration_Matters

BOEING PROPRIETARY

Federal Express Corporation
Suite 300
942 S Shady Grove
Memphis TN 38120

Subject: Aircraft General Terms Agreement — Amended Terms

Reference: Aircraft General Terms Agreement No. AGTA-FED (the AGTA) between The Boeing Company (Boeing) and Federal Express Corporation (Customer)

This letter agreement (Letter Agreement) amends and supplements the AGTA. All terms used but not defined in this Letter Agreement have the same meaning as in the AGTA.

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

AGTA-FED

BOEING PROPRIETARY

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

AGTA-FED

BOEING PROPRIETARY

Federal Express Corporation
Suite 300
942 S. Shady Grove
Memphis, TN 38120

Subject: Product Assurance — First-Look Inspection Program

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Customer Model 777F aircraft (the Aircraft)

This Letter Agreement amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Aircraft General Terms Agreement No. AGTA-FED (the AGTA).

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157
Product Assurance — First-Look Inspection Program

BOEING PROPRIETARY

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157
Product Assurance — First-Look Inspection Program

BOEING PROPRIETARY

Federal Express Corporation
Suite 300
942 S. Shady Grove
Memphis, TN 38120

Subject: Licenses and Customer Supplemental Type Certificates

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Customer Model 777F aircraft (the Aircraft)

This Letter Agreement amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Aircraft General Terms Agreement No. AGTA-FED (the AGTA), the Customer Services and General Terms Agreement No. CSGTA S2-2 (the CSGTA) and the Hardware, Material Services General Terms Agreement No. FED (the HMSGTA).

[*]

- 6.0 Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157
777BCF

BOEING PROPRIETARY

Federal Express Corporation
6-1162-RCN-1797
page 2

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157
777BCF

BOEING PROPRIETARY

Federal Express Corporation
Suite 300
942 S. Shady Grove
Memphis, TN 38120

Subject: 777 Boeing Converted Freighter

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Customer Model 777F aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Aircraft General Terms Agreement No. AGTA-FED (the AGTA).

[*]

8.0 Confidential Treatment.

Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

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P.A. No. 3157
777BCF

BOEING PROPRIETARY

Federal Express Corporation
6-1162-RCN-1798
Page 2

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157
777BCF

BOEING PROPRIETARY

AIRCRAFT GENERAL TERMS AGREEMENT

AGTA-FED

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

AGTA-FED

BOEING PROPRIETARY

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AGTA-FED

- i -
BOEING PROPRIETARY

between

The Boeing Company

and

Federal Express Corporation

Relating to

BOEING AIRCRAFT

This Aircraft General Terms Agreement Number AGTA-FED (**AGTA**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) will apply to all Boeing aircraft contracted for purchase from Boeing by Customer after the effective date of this AGTA.

Article 1. Subject Matter of Sale.

1.1 **Aircraft**. Boeing will manufacture and sell to Customer and Customer will purchase from Boeing aircraft under purchase agreements that incorporate the terms and conditions of this AGTA.

1.2 **Buyer Furnished Equipment**. Exhibit A, Buyer Furnished Equipment Provisions Document to the AGTA, contains the obligations of Customer and Boeing with respect to equipment purchased and provided by Customer, which Boeing will receive, inspect, store, and install in an aircraft before delivery to Customer. This equipment is defined as **Buyer Furnished Equipment (BFE)**.

1.3 **Customer Support**. Exhibit B, Customer Support Document to the AGTA, contains the obligations of Boeing relating to Materials (as defined in Part 3 thereof), training, services, and other things in support of aircraft.

1.4 **Product Assurance**. Exhibit C, Product Assurance Document to the AGTA, contains the obligations of Boeing and the suppliers of equipment installed in each aircraft at delivery relating to warranties, patent indemnities, software copyright indemnities, and service life policies.

Article 2. Price, Taxes, and Payment.

2.1 Price.

2.1.1 **Airframe Price** is defined as the price of the airframe for a specific model of aircraft described in a purchase agreement. The Airframe Price includes the engine price at its basic thrust level.

AGTA-FED

-1-

BOEING PROPRIETARY

2.1.2 Optional Features Prices are defined as the prices for optional features selected by Customer for a specific model of aircraft described in a purchase agreement.

2.1.3 Aircraft Basic Price is defined as the sum of the Airframe Price and the Optional Features Prices.

2.1.4 Escalation Adjustment is defined as the price adjustment to the Airframe Price and the Optional Features Prices resulting from the calculation using the economic price formula contained in the Airframe and Optional Features Escalation Adjustment supplemental exhibit to the applicable purchase agreement.

2.1.5 Advance Payment Base Price is defined as the estimated price of an aircraft rounded to the nearest thousand U.S. dollars, as of the date of signing a purchase agreement, for the scheduled month of delivery of such aircraft using commercial forecasts of the Escalation Adjustment.

2.1.6 Aircraft Price is defined as the total amount Customer is to pay for an aircraft at the time of delivery, which is the sum of the Aircraft Basic Price, the Escalation Adjustment, and other price adjustments made pursuant to the purchase agreement.

2.2 Taxes.

2.2.1 Taxes. **Taxes** are defined as all taxes, fees, charges, or duties and any interest, penalties, fines, or other additions to tax, including, but not limited to sales, use, value added, gross receipts, stamp, excise, transfer, and similar taxes imposed by any domestic or foreign taxing authority, arising out of or in connection with the performance of the applicable purchase agreement or the sale, delivery, transfer, or storage of any aircraft, BFE, or other things furnished under the applicable purchase agreement. Except for U.S. federal or California State income taxes imposed on Boeing or Boeing's assignee, and Washington State business and occupation taxes imposed on Boeing or Boeing's assignee, Customer will be responsible for and pay all Taxes. Customer is responsible for filing all tax returns, reports, declarations and payment of any taxes related to or imposed on BFE.

2.2.2 Reimbursement of Boeing. Customer will promptly reimburse Boeing on demand, net of additional taxes thereon, for any Taxes that are imposed on and paid by Boeing or that Boeing is responsible for collecting.

2.3 Payment.

2.3.1 Advance Payment Schedule. Customer will make advance payments to Boeing for each aircraft in the amounts and on the dates indicated in the schedule set forth in the applicable purchase agreement.

2.3.2 Payment at Delivery. Customer will pay any unpaid balance of the Aircraft Price at the time of delivery of each aircraft.

2.3.3 Form of Payment. Customer will make all payments to Boeing by unconditional wire transfer of immediately available funds in United States Dollars in a bank account in the United States designated by Boeing.

2.3.4 Monetary and Government Regulations. Customer is responsible for complying with all monetary control regulations and for obtaining necessary governmental authorizations related to payments.

Article 3. Regulatory Requirements and Certificates.

3.1 Certificates. Boeing will manufacture each aircraft to conform to the appropriate Type Certificate issued by the United States Federal Aviation Administration (**FAA**) for the specific model of aircraft and will obtain from the FAA and furnish to Customer at delivery of each aircraft either a Standard Airworthiness Certificate or an Export Certificate of Airworthiness issued pursuant to Part 21 of the Federal Aviation Regulations.

3.2 FAA or Applicable Regulatory Authority Manufacturer Changes.

3.2.1 A **Manufacturer Change** is defined as any change to an aircraft, data relating to an aircraft, or testing of an aircraft required by the FAA to obtain a Standard Airworthiness Certificate, or by the country of import and/or registration to obtain an Export Certificate of Airworthiness.

3.2.2 Boeing will bear the cost of incorporating all Manufacturer Changes into the aircraft:

- (i) resulting from requirements issued by the FAA prior to the date of the Type Certificate for the applicable aircraft;
- (ii) resulting from requirements issued by the FAA prior to the date of the applicable purchase agreement; and
- (iii) for any aircraft delivered during the 18 month period immediately following the date of the applicable purchase agreement (regardless of when the requirement for such change was issued by the FAA).

3.2.3 Customer will pay Boeing's charge for incorporating all other Manufacturer Changes into the aircraft, including all changes for validation of an aircraft required by any governmental agency of the country of import and/or registration.

3.3 FAA Operator Changes.

3.3.1 An **Operator Change** is defined as a change in equipment that is required by Federal Aviation Regulations which (i) is generally applicable to transport category aircraft to be used in United States certified air carriage and (ii) the required compliance date is on or before the scheduled delivery month of the aircraft.

AGTA-FED

-3-

BOEING PROPRIETARY

3.3.2 Boeing will deliver each aircraft with Operator Changes incorporated or, at Boeing's option, with suitable provisions for the incorporation of such Operator Changes, and Customer will pay Boeing's applicable charges.

3.4 Export License. If an export license is required by United States law or regulation for any aircraft or any other things delivered under the purchase agreement, it is Customer's obligation to obtain such license. If requested, Boeing will assist Customer in applying for any such export license. Customer will furnish any required supporting documents.

Article 4. Detail Specification; Changes.

4.1 Configuration Changes. The **Detail Specification** is defined as the Boeing document that describes the configuration of each aircraft purchased by Customer. The Detail Specification for each aircraft may be amended (i) by Boeing to reflect the incorporation of Manufacturer Changes and Operator Changes or (ii) by the agreement of the parties. In either case the amendment will describe the particular changes to be made and any effect on design, performance, weight, balance, scheduled delivery month, Aircraft Basic Price, Aircraft Price, and/or Advance Payment Base Price.

4.2 Development Changes. **Development Changes** are defined as changes to aircraft that do not affect the Aircraft Price or scheduled delivery month, and do not adversely affect guaranteed weight, guaranteed performance, or compliance with the interchangeability or replaceability requirements set forth in the applicable Detail Specification or the functionality of the aircraft systems as described in the applicable Detail Specification. Boeing may incorporate Development Changes into the Detail Specification and into an aircraft prior to delivery to Customer. Boeing will provide advance notice of any Developmental Changes planned for incorporation in Customer's model 777 Aircraft. Boeing will discuss any concerns Customer may have regarding such Developmental Changes and reasonably consider any requests made by Customer with respect to the incorporation of Developmental Changes.

4.3 Notices. Boeing will promptly notify Customer of any proposed amendments to a Detail Specification.

Article 5. Representatives, Inspection, Demonstration Flights, Test Data and Performance Guarantee Compliance.

5.1 Office Space. Twelve months before delivery of the first aircraft purchased, and continuing until the delivery of the last aircraft on firm order, Boeing will furnish, free of charge, suitable office space and equipment for the accommodation of up to three representatives of Customer in or conveniently located near the assembly plant.

5.2 Inspection. Customer's representatives may inspect each aircraft at any reasonable time, provided such inspection does not unreasonably interfere with Boeing's performance.

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5.3 Demonstration Flights. Prior to delivery, Boeing will fly each aircraft up to 4 hours to demonstrate to Customer the function of the aircraft and its equipment using Boeing's production flight test procedures. Customer may designate up to five representatives to participate as observers.

5.4 Test Data; Performance Guarantee Compliance. **Performance Guarantees** are defined as the written guarantees in a purchase agreement regarding the operational performance of an aircraft. Boeing will furnish to Customer flight test data obtained on an aircraft of the same model to evidence compliance with the Performance Guarantees. Performance Guarantees will be met if reasonable engineering interpretations and calculations based on the flight test data establish that the particular aircraft being delivered under the applicable purchase agreement would, if actually flown, comply with the guarantees.

5.5 Special Aircraft Test Requirements. Boeing may use an aircraft for flight and ground tests prior to delivery, without reduction in the Aircraft Price, if the tests are considered necessary by Boeing (i) to obtain or maintain the Type Certificate or Certificate of Airworthiness for the aircraft or (ii) to evaluate potential improvements that may be offered for production or retrofit incorporation.

Article 6. Delivery.

6.1 Notices of Delivery Dates. Boeing will notify Customer of the approximate delivery date of each aircraft at least 30 days before the scheduled month of delivery and again at least 14 days before the scheduled delivery date.

6.2 Place of Delivery. Each aircraft will be delivered at a facility selected by Boeing in the same state as the primary assembly plant for the aircraft.

6.3 Bill of Sale. At delivery of an aircraft, Boeing will provide Customer a bill of sale conveying good title, free of encumbrances.

6.4 Delay. If Customer delays acceptance of an aircraft beyond the scheduled delivery date, Customer will reimburse Boeing for all costs incurred by Boeing as a result of the delay.

Article 7. Excusable Delay.

7.1 General. Boeing will not be liable for any delay in the scheduled delivery month of an aircraft or other performance under a purchase agreement caused by (i) acts of God; (ii) war or armed hostilities; (iii) government acts or priorities; (iv) fires, floods, or earthquakes; (v) strikes or labor troubles causing cessation, slowdown, or interruption of work; (vi) inability, after due and timely diligence, to procure materials, systems, accessories, equipment or parts; (vii) inability, after due and timely diligence, to obtain type certification; or (viii) any other cause to the extent such cause is beyond Boeing's control and not occasioned by Boeing's fault or negligence. A delay resulting from any such cause is defined as an **Excusable Delay**.

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7.2 Notice. Boeing will give written notice to Customer (i) of a delay as soon as Boeing concludes that an aircraft will be delayed beyond the scheduled delivery month due to an Excusable Delay and, when known, (ii) of a revised delivery month based on Boeing's appraisal of the facts.

7.3 Delay in Delivery of Twelve Months or Less. If the revised delivery month is 12 months or less after the scheduled delivery month, Customer will accept such aircraft when tendered for delivery, subject to the following:

7.3.1 The calculation of the Escalation Adjustment will be based on the previously scheduled delivery month.

7.3.2 The advance payment schedule will be adjusted to reflect the revised delivery month.

7.3.3 All other provisions of the applicable purchase agreement, including the BFE on-dock dates for the delayed aircraft, are unaffected by an Excusable Delay.

7.4 Delay in Delivery of More Than Twelve Months. If the revised delivery month is more than 12 months after the scheduled delivery month, either party may terminate the applicable purchase agreement with respect to such aircraft within 30 days of the notice. If the applicable purchase agreement is not terminated with respect to such aircraft, all terms and conditions of the applicable purchase agreement will remain in effect.

7.5 Aircraft Damaged Beyond Repair. If an aircraft is destroyed or damaged beyond repair for any reason before delivery, Boeing will give written notice to Customer specifying the earliest month possible, consistent with Boeing's other contractual commitments and production capabilities, in which Boeing can deliver a replacement. Customer will have 30 days from receipt of such notice to elect to have Boeing manufacture a replacement aircraft under the same terms and conditions of purchase, except that the calculation of the Escalation Adjustment will be based upon the scheduled delivery month in effect immediately prior to the date of such notice, or, failing such election, the applicable purchase agreement will terminate with respect to such aircraft. Boeing will not be obligated to manufacture a replacement aircraft if reactivation of the production line for the specific model of aircraft would be required.

7.6 Termination. Termination under this Article will discharge all obligations and liabilities of Boeing and Customer with respect to any aircraft and all related undelivered Materials (as defined in Exhibit B, Customer Support Document), training, services, and other things terminated under the applicable purchase agreement, except that Boeing will return to Customer, without interest, an amount equal to all advance payments including deposits paid by Customer for the respective aircraft. If Customer terminates the applicable purchase agreement as to any aircraft, Boeing may elect, by written notice to Customer within 30 days, to purchase from Customer any BFE related to the aircraft at the invoice prices paid, or contracted to be paid, by Customer.

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7.7 Exclusive Rights. The termination rights in this Article are in substitution for all other rights of termination or any claim arising by operation of law due to the excusable delays in performance covered by this Article.

Article 8. Risk Allocation/Insurance.

8.1 Title and Risk with Boeing.

8.1.1 Boeing's Indemnification of Customer. Until transfer of title to an aircraft to Customer, Boeing will indemnify and hold harmless Customer and Customer's observers from and against all claims and liabilities, including all expenses and attorneys' fees incident thereto or incident to establishing the right to indemnification, for injury to or death of any person(s), including employees of Boeing but not employees of Customer, or for loss of or damage to any property, including an aircraft, arising out of or in any way related to the operation of an aircraft during all demonstration and test flights conducted under the provisions of the applicable purchase agreement, whether or not arising in tort or occasioned by the negligence of Customer or any of Customer's observers.

8.1.2 Definition of Customer. For the purposes of this Article, "Customer" is defined as FedEx Corporation, its divisions and subsidiaries including Federal Express Corporation, affiliates, the assignees of each, and their respective directors, officers, employees, and agents.

8.2 Insurance.

8.2.1 Insurance Requirements. Customer will purchase and maintain insurance acceptable to Boeing and will provide a certificate of such insurance that names Boeing as an additional insured for any and all claims and liabilities for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including any aircraft, arising out of or in any way relating to Materials, training, services, or other things provided under Exhibit B of the AGTA, which will be incorporated by reference into the applicable purchase agreement, whether or not arising in tort or occasioned by the negligence of Boeing, except with respect to legal liability to persons or parties other than Customer or Customer's assignees arising out of an accident caused solely by a product defect in an aircraft. Customer will provide such certificate of insurance at least thirty (30) days prior to the scheduled delivery of the first aircraft under a purchase agreement. The insurance certificate will reference each aircraft delivered to Customer pursuant to each applicable purchase agreement. Annual renewal certificates will be submitted to Boeing before the expiration of the policy periods. The form of the insurance certificate, attached as Appendix I, states the terms, limits, provisions, and coverages required by this Article 8.2.1. The failure of Boeing to demand compliance with this 8.2.1 in any year will not in any way relieve Customer of its obligations hereunder nor constitute a waiver by Boeing of these obligations.

8.2.2 Noncompliance with Insurance Requirements. If Customer fails to comply with any of the insurance requirements of Article 8.2.1 or if any of the insurers fails to pay a claim covered by the insurance or otherwise fails to meet any of insurer's obligations required by Appendix I, Customer will provide the same protection to Boeing as that required by Article 8.2.1 above.

8.2.3 Definition of Boeing. For purposes of this article, "Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, assignees of each, and their respective directors, officers, employees, and agents.

Article 9. Assignment, Resale, or Lease.

9.1 Assignment. This AGTA and each applicable purchase agreement are for the benefit of the parties and their respective successors and assigns. No rights or duties of either party may be assigned or delegated, or contracted to be assigned or delegated, without the prior written consent of the other party, except:

9.1.1 Either party may assign its interest to a corporation that (i) results from any merger, reorganization, or acquisition of such party and (ii) acquires substantially all the assets of such party;

9.1.2 Boeing may assign its rights to receive money; and

9.1.3 Boeing may assign any of its rights and duties to any wholly-owned subsidiary of Boeing.

9.2 Transfer by Customer at Delivery. Boeing will take any requested action reasonably required for the purpose of causing an aircraft, at time of delivery, to be subject to an equipment trust, conditional sale, lien, or other arrangement for Customer to finance the aircraft. However, no such action will require Boeing to divest itself of title to or possession of the aircraft until delivery of and payment for the aircraft. A sample form of assignment acceptable to Boeing is attached as Appendix II.

9.3 Sale or Lease by Customer After Delivery. If, following delivery of an aircraft, Customer sells or leases the aircraft (including any sale and lease-back to seller for financing purposes), Customer may assign some or all of its rights with respect to the aircraft under the applicable purchase agreement to the purchaser or lessee of such aircraft, and all such rights will inure to the benefit of such purchaser or lessee effective upon Boeing's receipt of the written agreement of the purchaser or lessee, in a form satisfactory to Boeing, to comply with all applicable terms and conditions of the applicable purchase agreement. Sample forms of notice to Boeing of such assignments giving examples of language acceptable to Boeing are attached as Appendices III, IV, VIII, IX and X.

9.4 Notice of Sale or Lease After Delivery. Customer will give notice to Boeing as soon as practicable of the sale or lease of an aircraft, including in the notice the name of the entity or entities with title and/or possession of such aircraft.

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9.5 Exculpatory Clause in Post-Delivery Sale or Lease. If, following the delivery of an aircraft, Customer sells or leases such aircraft and obtains from the transferee any form of exculpatory clause protecting Customer from liability for loss of or damage to the aircraft, and/or related incidental or consequential damages, including without limitation loss of use, revenue, or profit, Customer shall obtain for Boeing the purchaser's or lessee's written agreement to be bound by terms and conditions substantially as set forth in Appendix V. This Article 9.5 applies only if purchaser or lessee has not provided to Boeing the written agreement described in Article 9.3 above.

9.6 Appointment of Agent — Warranty Claims. If, following delivery of an aircraft, Customer appoints an agent to act directly with Boeing for the administration of claims relating to the warranties under the applicable purchase agreement, Boeing will deal with the agent for that purpose, effective upon Boeing's receipt of the agent's written agreement, in a form satisfactory to Boeing, to comply with all applicable terms and conditions of the applicable purchase agreement. A sample form of agreement acceptable to Boeing is attached as Appendix VI.

9.7 No Increase in Boeing Liability. No action taken by Customer or Boeing relating to the resale or lease of an aircraft or the assignment of Customer's rights under the applicable purchase agreement will subject Boeing to any liability beyond that in the applicable purchase agreement or modify in any way Boeing's obligations under the applicable purchase agreement.

Article 10. Termination of Purchase Agreements for Certain Events.

10.1 Termination. If either party

- (i) ceases doing business as a going concern, or suspends all or substantially all its business operations, or makes an assignment for the benefit of creditors, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts; or
- (ii) petitions for or acquiesces in the appointment of any receiver, trustee or similar officer to liquidate or conserve its business or any substantial part of its assets; commences any legal proceeding such as bankruptcy, reorganization, readjustment of debt, dissolution, or liquidation available for the relief of financially distressed debtors; or becomes the object of any such proceeding, unless the proceeding is dismissed or stayed within a reasonable period, not to exceed 60 days,

the other party may terminate any purchase agreement with respect to any undelivered aircraft, Materials, training, services, and other things by giving written notice of termination.

10.2 Repayment of Advance Payments. If Customer terminates the applicable purchase agreement under this Article, Boeing will repay to Customer, without interest, an amount equal to any advance payments received by Boeing from Customer with respect to undelivered aircraft.

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Article 11. Notices.

All notices required by this AGTA or by any applicable purchase agreement will be written in English, will be effective on the date of receipt, and will be delivered or transmitted by any customary means to the appropriate address or number listed below:

Customer Delivery or Federal Express Corporation
 Courier: 3610 Hacks Cross Road

 Memphis TN 38125
 Attn: Senior Vice President,
 Air Operations

Mail: Federal Express Corporation
 3610 Hacks Cross Road
 Memphis TN 38125
 Attn: Senior Vice President,
 Air Operations

With a copy to:

Federal Express Corporation
Legal Department
Attn: Vice President, Business
Transactions and Risk Management
3620 Hacks Cross Road
Memphis, TN 38125

Facsimile: (901)434-9054
Telephone: (901)434-8440

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Boeing	Delivery or Courier:	Boeing Commercial Airplanes 1901 Oakesdale Avenue S.W. Renton, Washington 98055 U.S.A.
		Attention: Vice President—Contracts Mail Code 21-34
	Mail:	Boeing Commercial Airplanes P.O. Box 3707 Seattle, Washington 98124-2207 U.S.A.
		Attention: Vice President—Contracts Mail Code 21-34
	Facsimile:	425 237-1706
	Telephone:	206 766-2400

Article 12. Miscellaneous.

12.1 Government Approval. Boeing and Customer will assist each other in obtaining any governmental consents or approvals required to effect certification and sale of aircraft under the applicable purchase agreement.

12.2 Headings. Article and paragraph headings used in this AGTA and in any purchase agreement are for convenient reference only and are not intended to affect the interpretation of this AGTA or any purchase agreement.

12.3 GOVERNING LAW. THIS AGTA AND ANY PURCHASE AGREEMENT WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, U.S.A., EXCEPT THAT WASHINGTON'S CHOICE OF LAW RULES SHALL NOT BE INVOKED FOR THE PURPOSE OF APPLYING THE LAW OF ANOTHER JURISDICTION.

12.4 Waiver/Severability. Failure by either party to enforce any provision of this AGTA or any purchase agreement will not be construed as a waiver. If any provision of this AGTA or any provision of any purchase agreement is held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the AGTA or the applicable purchase agreement will remain in effect.

12.5 Information Releases. Neither party will make a news release, publish articles, brochures, advertisements, issue prepared speeches or make any other information releases concerning this AGTA, or any Purchase Agreement entered into underneath this AGTA, without the prior written consent of the other party. Once such consent is obtained, the party making such disclosure will in each instance obtain the prior written approval of the other party concerning the exact test and timing of news releases, articles, brochures, advertisements, prepared speeches and other information releases concerning this AGTA or an applicable Purchase Agreement.

12.6 Customer's Data. The parties acknowledge that in conjunction with a Purchase Agreement under this AGTA, Customer may disclose to Boeing certain valuable, confidential and proprietary information. Accordingly, prior to such disclosure, Customer will notify Boeing in writing of the proprietary status of such data and Boeing will agree to protect Customer's interest in the data by not further disclosing the data to any other party without the prior written consent of the Customer.

12.7 Survival of Obligations. The Articles and Exhibits of this AGTA including but not limited to those relating to insurance, DISCLAIMER AND RELEASE and the EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES will survive termination or cancellation of any purchase agreement or part thereof.

12.8 AGTA Changes. The intent of the AGTA is to simplify the standard contracting process for terms and conditions which are related to the sale and purchase of all Boeing aircraft.

This AGTA has been mutually agreed to by the parties as of the date indicated below. From time to time the parties may elect, by mutual agreement to update, or modify the existing articles as written. If such changes are made, any existing executed Purchase Agreement(s) will be governed by the terms and conditions of the Revision level of the AGTA in effect on the date of the executed Purchase Agreement.

DATED AS OF November 7, 2006

FEDERAL EXPRESS CORPORATION

THE BOEING COMPANY

By /s/ Phillip C. Blum

By /s/ R.C. Nelson

Its Vice President – Aircraft Acquisitions/SAO

Its Attorney-In-Fact

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BOEING PROPRIETARY

EXHIBIT A

to

AIRCRAFT GENERAL TERMS AGREEMENT

AGTA-FED

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT

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BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT

1. General.

Certain equipment to be installed in the Aircraft is furnished to Boeing by Customer at Customer's expense. This equipment is designated "Buyer Furnished Equipment" (BFE) and is listed in the Detail Specification. Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (BFE Document) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in sequence installation of BFE as described in the applicable Supplemental Exhibit to this Exhibit A in a purchase agreement at the time of aircraft purchase.

2. Supplier Selection.

Customer will:

2.1 Select and notify Boeing of the suppliers of BFE items by those dates appearing in Supplemental Exhibit BFE1 to the applicable purchase agreement at the time of aircraft purchase.

2.2 Meet with Boeing and such selected BFE suppliers promptly after such selection to:

 2.2.1 complete BFE configuration design requirements for such BFE; and

 2.2.2 confirm technical data submittal requirements for BFE certification.

3. Customer's Obligations.

Customer will:

3.1 comply with and cause the supplier to comply with the provisions of the BFE Document or BFE Report; including, without limitation,

 3.1.1 deliver technical data (in English) to Boeing as required to support installation and FAA certification in accordance with the schedule provided by Boeing or as mutually agreed upon during the BFE meeting referred to above ;

 3.1.2 deliver BFE including production and/or flight training spares and BFE Aircraft Software to Boeing in accordance with the quantities, schedule, and other instructions provided therein; and

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3.1.3 assure that all BFE Aircraft Software is delivered in compliance with Boeing's then-current Standards for Loadable Systems;

3.1.4 assure that all BFE parts are delivered to Boeing with appropriate quality assurance documentation;

3.2 authorize Boeing to discuss all details of the BFE directly with the BFE suppliers;

3.3 authorize Boeing to conduct or delegate to the supplier quality source inspection and supplier hardware acceptance of BFE at the supplier location;

3.3.1 require supplier's contractual compliance to Boeing defined quality assurance requirements, source inspection programs and supplier delegation programs, including availability of adequate facilities for Boeing resident personnel; and

3.3.2 assure that all BFE supplier's quality systems are approved to Boeing's then current standards for such systems;

3.4 obtain from supplier a non-exclusive, perpetual, royalty-free, irrevocable license for Boeing to copy BFE Aircraft Software. The license is needed to enable Boeing to load the software copies in (i) the aircraft's mass storage device (MSD), (ii) media (e.g., diskettes, CD-ROMs, etc.), (iii) the BFE hardware and/or (iv) an intermediate device or other media to facilitate copying of the BFE Aircraft Software into the aircraft's MSD, BFE hardware and/or media, including media as Boeing may deliver to Customer with the aircraft;

3.5 grant Boeing a license, extending the same rights set forth in paragraph 3.4 above, to copy: a) BFE Aircraft Software and data Customer has modified and/or b) other software and data Customer has added to the BFE Aircraft Software;

3.6 provide reasonably necessary field service representation at Boeing's facilities to support Boeing on all issues related to the installation and certification of BFE;

3.7 deal directly with all BFE suppliers to obtain overhaul data, provisioning data, related product support documentation and any warranty provisions applicable to the BFE;

3.8 work with Boeing and the BFE suppliers to resolve any difficulties, including defective equipment, that arise;

3.9 be responsible for modifying, adjusting and/or calibrating BFE as required for FAA approval and for all related expenses;

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3.10 assure that a proprietary information agreement is in place between Boeing and BFE suppliers prior to Boeing providing any documentation to such suppliers,

3.11 warrant that the BFE will comply with all applicable FARs and the U.S. Food and Drug Administration (FDA) sanitation requirements for installation and use in the Aircraft at the time of delivery. Customer will be responsible for supplying any data and adjusting, calibrating, re-testing or updating such BFE and data to the extent necessary to obtain applicable FAA and FDA approval and shall bear the resulting expenses.

3.12 warrant that the BFE will meet the requirements of the Detail Specification; and

3.13 be responsible for providing equipment which is FAA certifiable at time of Aircraft delivery, or for obtaining waivers from the applicable regulatory agency for non-FAA certifiable equipment.

4. Boeing's Obligations.

Other than as set forth below, Boeing will provide for the installation of and install the BFE and obtain certification of the Aircraft with the BFE installed.

5. Nonperformance by Customer.

If Customer's nonperformance of obligations in this Exhibit or in the BFE Document causes a delay in the delivery of the Aircraft or causes Boeing to perform out-of-sequence or additional work, Customer will reimburse Boeing for all resulting expenses and be deemed to have agreed to any such delay in Aircraft delivery. In addition Boeing will have the right to:

5.1 provide and install specified equipment or suitable alternate equipment and increase the price of the Aircraft accordingly; and/or

5.2 deliver the Aircraft to Customer without the BFE installed.

6. Return of Equipment.

BFE not installed in the Aircraft will be returned to Customer in accordance with Customer's instructions and at Customer's expense.

7. Title and Risk of Loss.

7.1 With respect to Aircraft manufactured in the State of Washington, title to and risk of loss of BFE provided for such Aircraft will at all times remain with Customer or other owner. Boeing will have only such liability for BFE as a bailee for mutual benefit would have, but will not be liable for loss of use.

7.2 With respect to Aircraft manufactured in the State of California, Customer agrees to sell and Boeing agrees to purchase each item of BFE concurrently with its delivery to Boeing. A reasonable shipset price for the BFE shall be established with Customer. Customer and Boeing agree that the Aircraft Price will be increased by the amount of said shipset price and such amount will be included on Boeing's invoice at time of Aircraft delivery. Boeing's payment for the purchase of each shipset of BFE from Customer will be made at the time of delivery of the Aircraft in which the BFE is installed.

8. Interchange of BFE

To properly maintain Boeing's production flow and to preserve Boeing's delivery commitments, Boeing reserves the right, if necessary, due to equipment shortages or failures, to interchange new items of BFE acquired from or for Customer with new items of the same part numbers acquired from or for other customers of Boeing. Used BFE acquired from Customer or from other customers of Boeing will not be interchanged.

9. Indemnification of Boeing

After transfer of title of the Aircraft, Customer hereby indemnifies and holds harmless Boeing from and against all claims and liabilities, including costs and expenses (including attorneys' fees) incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including any Aircraft, arising out of or in any way connected with any nonconformance or defect in any BFE and whether or not arising in tort or occasioned by the negligence of Boeing. This indemnity will not apply with respect to any nonconformance or defect caused solely by Boeing's installation of the BFE.

10. Patent Indemnity

Customer hereby indemnifies and holds harmless Boeing from and against all claims, suits, actions, liabilities, damages and costs arising out of any actual or alleged infringement of any patent or other intellectual property rights by BFE or arising out of the installation, sale or use of BFE by Boeing.

11. Definitions

For the purposes of the above indemnities, the term "Boeing" includes The Boeing Company, its divisions, subsidiaries and affiliates, the assignees of each, and their directors, officers, employees and agents.

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BOEING PROPRIETARY

EXHIBIT B

to

AIRCRAFT GENERAL TERMS AGREEMENT

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between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

CUSTOMER SUPPORT DOCUMENT

This document contains :

Part 1: Maintenance and Flight Training Programs; Operations Engineering Support

Part 2: Field Services and Engineering Support Services

Part 3: Technical Information and Materials

Part 4: Alleviation or Cessation of Performance

Part 5: Protection of Proprietary Information and Proprietary Materials

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CUSTOMER SUPPORT DOCUMENT

PART 1: BOEING MAINTENANCE AND FLIGHT TRAINING PROGRAMS; OPERATIONS ENGINEERING SUPPORT

1. Boeing Training Programs.

1.1 Boeing will provide maintenance training and flight training programs to support the introduction of a specific model of aircraft into service. The training programs will consist of general and specialized courses and will be described in a Supplemental Exhibit to the applicable purchase agreement.

1.2 Boeing will conduct all training at Boeing's primary training facility for the model of aircraft purchased unless otherwise agreed.

1.3 All training will be presented in the English language. If translation is required, Customer will provide interpreters.

1.4 Customer will be responsible for all expenses of Customer's personnel. Boeing will transport Customer's personnel between their local lodging and Boeing's training facility.

2. Training Planning Conferences.

Customer and Boeing will conduct planning conferences approximately 12 months before the scheduled delivery month of the first aircraft of a model to define and schedule the maintenance and flight training programs.

3. Operations Engineering Support.

3.1 As long as an aircraft purchased by Customer from Boeing is operated by Customer in scheduled revenue service, Boeing will provide operations engineering support. Such support will include:

 3.1.1 assistance with the analysis and preparation of performance data to be used in establishing operating practices and policies for Customer's operation of aircraft;

 3.1.2 assistance with interpretation of, the minimum equipment list, the definition of, the configuration deviation list and the analysis of individual aircraft performance;

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- 3.1.3 assistance with solving operational problems associated with delivery and route-proving flights;
 - 3.1.4 information regarding significant service items relating to aircraft performance or flight operations; and
 - 3.1.5 if requested by Customer, Boeing will provide operations engineering support during an aircraft ferry flight.

4. Training at a Facility Other Than Boeing's.

If requested by Customer, Boeing will conduct the classroom portions of the maintenance and flight training (except for the Performance Engineer training courses) at a mutually acceptable alternate training site, subject to the following conditions:

4.1 Customer will provide acceptable classroom space, simulators (as necessary for flight training) and training equipment required to present the courses;

4.2 Customer will pay Boeing's then-current per diem charge for each Boeing instructor for each day, or fraction thereof, that the instructor is away from their home location, including travel time;

4.3 Customer will reimburse Boeing for the actual costs of round-trip transportation for Boeing's instructors and the shipping costs of training Materials between the primary training facility and the alternate training site;

4.4 Customer will be responsible for all taxes, fees, duties, licenses, permits and similar expenses incurred by Boeing and its employees as a result of Boeing's providing training at the alternate site or incurred as a result of Boeing providing revenue service training; and

4.5 Those portions of training that require the use of training devices not available at the alternate site will be conducted at Boeing's facility or at some other alternate site.

5. General Terms and Conditions.

5.1 Boeing flight instructor personnel will not be required to work more than 5 days per week, or more than 8 hours in any one 24-hour period, of which not more than 5 hours per 8-hour workday will be spent in actual flying. These foregoing restrictions will not apply to ferry assistance or revenue service training services, which will be governed by FAA rules and regulations.

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5.2 Normal Line Maintenance is defined as line maintenance that Boeing might reasonably be expected to furnish for flight crew training at Boeing's facility, and will include ground support and aircraft storage in the open, but will not include provision of spare parts. Boeing will provide Normal Line Maintenance services for any aircraft while the aircraft is used for flight crew training at Boeing's facility in accordance with the Boeing Maintenance Plan (Boeing document D6-82076) and the Repair Station Operation and Inspection Manual (Boeing document D6-25470). Customer will provide such services if flight crew training is conducted elsewhere. Regardless of the location of such training, Customer will be responsible for providing all maintenance items (other than those included in Normal Line Maintenance) required during the training, including, but not limited to, fuel, oil, landing fees and spare parts.

5.3 If the training is based at Boeing's facility, and the aircraft is damaged during such training, Boeing will make all necessary repairs to the aircraft as promptly as possible. Customer will pay Boeing's reasonable charge, including the price of parts and materials, for making the repairs. If Boeing's estimated labor charge for the repair exceeds \$25,000, Boeing and Customer will enter into an agreement for additional services before beginning the repair work.

5.4 If the flight training is based at Boeing's facility, several airports in surrounding states may be used, at Boeing's option. Unless otherwise agreed in the flight training planning conference, it will be Customer's responsibility to make arrangements for the use of such airports.

5.5 If Boeing agrees to make arrangements on behalf of Customer for the use of airports for flight training, Boeing will pay on Customer's behalf any landing fees charged by any airport used in conjunction with the flight training. At least 30 days before flight training, Customer will provide Boeing an open purchase order against which Boeing will invoice Customer for any landing fees Boeing paid on Customer's behalf. The invoice will be submitted to Customer approximately 60 days after flight training is completed, when all landing fee charges have been received and verified. Customer will pay to Boeing within 30 days of the date of the invoice.

5.6 If requested by Boeing, in order to provide the flight training or ferry flight assistance, Customer will make available to Boeing an aircraft after delivery to familiarize Boeing instructor or ferry flight crew personnel with such aircraft. If flight of the aircraft is required for any Boeing instructor or ferry flight crew member to maintain an FAA license for flight proficiency or landing currency, Boeing will be responsible for the costs of fuel, oil, landing fees and spare parts attributable to that portion of the flight.

5.7 If any part of the training described in Article 1.1 of this Exhibit is not used by Customer within 12 months after the delivery of the last aircraft under the relevant purchase agreement, Boeing will not be obligated to provide such training.

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CUSTOMER SUPPORT DOCUMENT

PART 2: FIELD AND ENGINEERING SUPPORT SERVICES

1. Field Service Representation.

Boeing will furnish field service representation to advise Customer with respect to the maintenance and operation of an aircraft (**Field Service Representatives**).

1.1 Field Service representation will be available at or near Customer's main maintenance or engineering facility beginning before the scheduled delivery month of the first aircraft and ending 12 months after delivery of the last aircraft covered by a specific purchase agreement.

1.2 Customer will provide, at no charge to Boeing, suitable furnished office space and office equipment at the location where Boeing is providing Field Service Representatives. As required, Customer will assist each Field Service Representative with visas, work permits, customs, mail handling, identification passes and formal introduction to local airport authorities.

1.3 Boeing Field Service Representatives are assigned to various airports around the world. Whenever Customer's aircraft are operating through any such airport, the services of Boeing's Field Service Representatives are available to Customer.

2. Engineering Support Services.

Boeing will, if requested by Customer, provide technical advisory assistance for any aircraft and Boeing Product (as defined in Part I of Exhibit C). Technical advisory assistance, provided from the Seattle area or at a base designated by Customer as appropriate, will include:

2.1 Operational Problem Support. If Customer experiences operational problems with an aircraft, Boeing will analyze the information provided by Customer to determine the probable nature and cause of the problem and to suggest possible solutions.

2.2 Schedule Reliability Support. If Customer is not satisfied with the schedule reliability of a specific model of aircraft, Boeing will analyze information provided by Customer to determine the nature and cause of the problem and to suggest possible solutions.

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BOEING PROPRIETARY

2.3 Maintenance Cost Reduction Support. If Customer is concerned that actual maintenance costs of a specific model of aircraft are excessive, Boeing will analyze information provided by Customer to determine the nature and cause of the problem and to suggest possible solutions.

2.4 Aircraft Structural Repair Support. If Customer is designing structural repairs and desires Boeing's support, Boeing will analyze and comment on Customer's engineering releases relating to structural repairs not covered by Boeing's Structural Repair Manual.

2.5 Aircraft Modification Support. If Customer is designing aircraft modifications and requests Boeing's support, Boeing will analyze and comment on Customer's engineering proposals for changes in, or replacement of, systems, parts, accessories or equipment manufactured to Boeing's detailed design. Boeing will not analyze or comment on any major structural change unless Customer's request for such analysis and comment includes complete detailed drawings, substantiating information (including any information required by applicable government agencies), all stress or other appropriate analyses, and a specific statement from Customer of the substance of the review and the response requested.

2.6 Facilities, Ground Equipment and Maintenance Planning Support. Boeing will, at Customer's request, evaluate Customer's technical facilities, tools and equipment for servicing and maintaining aircraft, to recommend changes where necessary and to assist in the formulation of an initial maintenance plan for the introduction of the aircraft into service.

2.7 Post-Delivery Service Support. Boeing will, at Customer's request, perform work on an aircraft after delivery but prior to the initial departure flight or upon the return of the aircraft to Boeing's facility prior to completion of that flight. In that event the following provisions will apply.

2.7.1 Boeing may rely upon the commitment authority of the Customer's personnel requesting the work.

2.7.2 As title and risk of loss has passed to Customer, the insurance provisions of Article 8.2 of the AGTA apply.

2.7.3 The provisions of the Boeing Warranty in Part 2 of Exhibit C of this AGTA apply.

2.7.4 Customer will pay Boeing for requested work not covered by the Boeing Warranty, if any.

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2.7.5 The DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of this AGTA apply.

2.8 Additional Services. Boeing may, at Customer's request, provide additional services for an aircraft after delivery, which may include, but not be limited to, retrofit kit changes (kits and/or information), training, flight services, maintenance and repair of aircraft. Such additional services will be subject to a mutually acceptable price, schedule, scope of work and other applicable terms and conditions. The DISCLAIMER AND RELEASE and the EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of this AGTA and the insurance provisions in Article 8.2 of this AGTA will apply to any such work. Title to and risk of loss of any such aircraft will always remain with Customer.

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BOEING PROPRIETARY

CUSTOMER SUPPORT DOCUMENT

PART 3: TECHNICAL INFORMATION AND MATERIALS

1. General.

Materials are defined as any and all items that are created by Boeing or a third party, which are provided directly or indirectly from Boeing and serve primarily to contain, convey or embody information. Materials may include either tangible embodiments (for example, documents or drawings), or intangible embodiments (for example, software and other electronic forms) of information but excludes Aircraft Software. **Aircraft Software** is defined as software that is installed on and used in the operation of the aircraft.

Boeing will furnish to Customer certain Materials to support the maintenance and operation of the aircraft at no additional charge to Customer, except as otherwise provided herein. Such Materials will, if applicable, be prepared generally in accordance with Air Transport Association of America (ATA) Specification No. 100, entitled "Specification for Manufacturers' Technical Data". Materials will be in English and in the units of measure used by Boeing to manufacture an aircraft.

Digitally-produced Materials will, if applicable, be prepared generally in accordance with ATA Specification No. 2100, dated January 1994, "Digital Data Standards for Aircraft Support."

2. Materials Planning Conferences.

Customer and Boeing will conduct planning conferences approximately 12 months before the scheduled delivery month of the first aircraft of a model in order to mutually determine the proper format and quantity of Materials to be furnished to Customer in support of the aircraft.

When available, Customer may select one Boeing digital format as the delivery medium. Should a Boeing digital format not be chosen, Customer may select a reasonable quantity of printed and 16mm microfilm formats, with the exception of the Illustrated Parts Catalog, which will be provided in one selected format only.

3. Information and Materials — Incremental Increase.

Until one year after the month of delivery of the last aircraft covered by a specific purchase agreement, Customer may annually request in writing a reasonable increase in the quantity of Materials with the exception of microfilm master copies, digital formats, and others for which a specified number of copies are provided. Boeing will provide the additional quantity at no additional charge beginning with the next normal revision cycle. Customer may request a decrease in revision quantities at any time.

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BOEING PROPRIETARY

4. Advance Representative Copies.

All advance representative copies of Materials will be selected by Boeing from available sources. Such advance copies will be for advance planning purposes only.

5. Customized Materials.

All customized Materials will reflect the configuration of each aircraft as delivered.

6. Revisions.

6.1 Revision Service. Boeing will provide revisions free of charge to certain Materials to be identified in the planning conference conducted for a specific model of aircraft, reflecting changes developed by Boeing, as long as Customer operates an aircraft of that model.

6.2 Revisions Based on Boeing Service Bulletin Incorporation. If Boeing receives written notice that Customer intends to incorporate, or has incorporated, any Boeing service bulletin in an aircraft, Boeing will at no charge issue revisions to Materials with revision service reflecting the effects of such incorporation into such aircraft.

7. Supplier Technical Data.

7.1 For supplier-manufactured programmed airborne avionics components and equipment classified as Seller Furnished Equipment (**SFE**) or Seller Purchased Equipment (**SPE**) or Buyer Designated Equipment (**BDE**) which contain computer software designed and developed in accordance with Radio Technical Commission for Aeronautics Document No. RTCA/DO-178 dated January 1982, No. RTCA/DO-178A dated March 1985, or later as available, Boeing will request that each supplier of the components and equipment make software documentation available to Customer.

7.2 The provisions of this Article will not be applicable to items of BFE.

7.3 Boeing will furnish to Customer a document identifying the terms and conditions of the product support agreements between Boeing and its suppliers requiring the suppliers to fulfill Customer's requirements for information and services in support of the specific model of aircraft.

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8. Buyer Furnished Equipment Data.

Boeing will incorporate BFE information into the customized Materials providing Customer makes the information available to Boeing at least nine months prior to the scheduled delivery month of Customer's first aircraft of a specific model. Customer agrees to furnish the information in Boeing standard digital format if Materials are to be delivered in Boeing standard digital format.

9. Materials Shipping Charges.

Boeing will pay the reasonable transportation costs of the Materials. Customer is responsible for any customs clearance charges, duties, and taxes.

10. Customer's Shipping Address.

The Materials furnished to Customer hereunder are to be sent to a single address to be specified. Customer will promptly notify Boeing of any change to the address.

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CUSTOMER SUPPORT DOCUMENT

PART 4: ALLEVIATION OR CESSATION OF PERFORMANCE

Boeing will not be required to provide any Materials, services, training or other things at a facility designated by Customer if any of the following conditions exist:

1. a labor stoppage or dispute in progress involving Customer;
2. wars or warlike operations, riots or insurrections in the country where the facility is located;
3. any condition at the facility which, in the opinion of Boeing, is detrimental to the general health, welfare or safety of its personnel or their families;
4. the United States Government refuses permission to Boeing personnel or their families to enter into the country where the facility is located, or recommends Boeing personnel or their families leave the country; or
5. the United States Government refuses permission to Boeing to deliver Materials, services, training or other things to the country where the facility is located.

After the location of Boeing personnel at the facility, Boeing further reserves the right, upon the occurrence of any of such events, to immediately and without prior notice to Customer relocate its personnel and their families.

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BOEING PROPRIETARY

CUSTOMER SUPPORT DOCUMENT

PART 5: PROTECTION OF PROPRIETARY INFORMATION AND PROPRIETARY MATERIALS

1. General.

All Materials provided by Boeing to Customer and not covered by a Boeing CSGTA or other agreement between Boeing and Customer defining Customer's right to use and disclose the Materials and included information will be covered by, and subject to the terms of this AGTA. Title to all Materials containing, conveying or embodying confidential, proprietary or trade secret information (Proprietary Information) belonging to Boeing or a third party (Proprietary Materials), will at all times remain with Boeing or such third party. Customer will treat all Proprietary Materials and all Proprietary Information in confidence and use and disclose the same only as specifically authorized in this AGTA.

2. License Grant.

Boeing grants to Customer a worldwide, non-exclusive, non-transferable license to use and disclose Proprietary Materials in accordance with the terms and conditions of this AGTA. Customer is authorized to make copies of Materials (except for Materials bearing the copyright legend of a third party), and all copies of Proprietary Materials will belong to Boeing and be treated as Proprietary Materials under this AGTA. Customer will preserve all proprietary legends, and all copyright notices on all Materials and insure the inclusion of those legends and notices on all copies.

3. Use of Proprietary Materials and Proprietary Information.

Customer is authorized to use Proprietary Materials and Proprietary Information for the purpose of: (a) operation, maintenance, repair, or modification of Customer's aircraft for which the Proprietary Materials and Proprietary Information have been specified by Boeing and (b) development and manufacture of training devices and maintenance tools for use by Customer.

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4. Providing of Proprietary Materials to Contractors.

Customer is authorized to provide Proprietary Materials to Customer's contractors for the sole purpose of maintenance, repair, or modification of Customer's aircraft for which the Proprietary Materials have been specified by Boeing. In addition, Customer may provide Proprietary Materials to Customer's contractors for the sole purpose of developing and manufacturing training devices and maintenance tools for Customer's use. Before providing Proprietary Materials to its contractor, Customer will first obtain a written agreement from the contractor by which the contractor agrees (a) to use the Proprietary Materials only on behalf of Customer, (b) to be bound by all of the restrictions and limitations of this Part 5, and (c) that Boeing is a third party beneficiary under the written agreement. Customer agrees to provide copies of all such written agreements to Boeing upon request and be liable to Boeing for any breach of those agreements by a contractor. A sample agreement acceptable to Boeing is attached as Appendix VII.

5. Providing of Proprietary Materials and Proprietary Information to Regulatory Agencies.

When and to the extent required by a government regulatory agency having jurisdiction over Customer or an aircraft, Customer is authorized to provide Proprietary Materials and to disclose Proprietary Information to the agency for use in connection with Customer's operation, maintenance, repair, or modification of such aircraft. Customer agrees to take all reasonable steps to prevent the agency from making any distribution, disclosure, or additional use of the Proprietary Materials and Proprietary Information provided or disclosed. Customer further agrees to notify Boeing immediately upon learning of any (a) distribution, disclosure, or additional use by the agency, (b) request to the agency for distribution, disclosure, or additional use, or (c) intention on the part of the agency to distribute, disclose, or make additional use of Proprietary Materials or Proprietary Information.

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EXHIBIT C

to

AIRCRAFT GENERAL TERMS AGREEMENT

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between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

PRODUCT ASSURANCE DOCUMENT

This document contains :

Part 1: Exhibit C Definitions

Part 2: Boeing Warranty

Part 3: Boeing Service Life Policy

Part 4: Supplier Warranty Commitment

Part 5: Boeing Interface Commitment

Part 6: Boeing Indemnities against Patent and Copyright Infringement

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PRODUCT ASSURANCE DOCUMENT

PART 1: EXHIBIT C DEFINITIONS

Authorized Agent — Agent appointed by Customer to perform corrections and to administer warranties (see Appendix VI to the AGTA for a form acceptable to Boeing).

Average Direct Hourly Labor Rate — the average hourly rate (excluding all fringe benefits, premium-time allowances, social charges, business taxes and the like) paid by Customer to its Direct Labor employees.

Boeing Product — any system, accessory, equipment, part or Aircraft Software that is manufactured by Boeing or manufactured to Boeing's detailed design with Boeing's authorization.

Correct(s) — to repair, modify, provide modification kits or replace with a new product.

Correction — a repair, a modification, a modification kit or replacement with a new product.

Corrected Boeing Product — a Boeing Product which is free of defect as a result of a Correction.

Direct Labor - Labor spent by Customer's direct labor employees to access, remove, disassemble, modify, repair, inspect and bench test a defective Boeing Product, and to reassemble, reinstall a Corrected Boeing Product and perform final inspection and testing.

Direct Materials - Items such as parts, gaskets, grease, sealant and adhesives, installed or consumed in performing a Correction, excluding allowances for administration, overhead, taxes, customs duties and the like.

Rogue Unit - A Boeing Product, on which an unscheduled removal due to breach of warranty occurs three (3) or more times both (i) within the warranty period and (ii) within either twelve (12) consecutive months or one thousand (1,000) consecutive operating hours.

Service Life Policy (SLP) Component/Item Any primary structural element (excluding industry standard parts), such as landing gear, wing, fuselage, vertical, or horizontal stabilizer, listed in the applicable purchase agreement for a specific model of aircraft, either installed in the aircraft at the time of delivery or purchased from Boeing by Customer as a spare part. The detailed (SLP) Component/Item list is contained in Supplemental Exhibit SLP1 to the applicable Purchase Agreement.

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Specification Control Drawing (SCD) — a Boeing document defining specifications for certain Supplier Products.

Supplier — the manufacturer of a Supplier Product.

Supplier Product — any system, accessory, equipment, part or Aircraft Software that is not manufactured to Boeing's detailed design. This includes but is not limited to parts manufactured to a SCDrawing, all standards, and other parts obtained from non-Boeing sources.

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PRODUCT ASSURANCE DOCUMENT

PART 2: BOEING WARRANTY

1. Applicability

This warranty applies to all Boeing Products. Warranties applicable to Supplier Products are in Part 4. Warranties applicable to engines will be provided by Supplemental Exhibits to individual purchase agreements.

2. Warranty

2.1 **Coverage**. Boeing warrants that at the time of delivery:

- (i) the aircraft will conform to the Detail Specification except for portions stated to be estimates, approximations or design objectives;
- (ii) all Boeing Products will be free from defects in material, process of manufacture and workmanship, including the workmanship utilized to install Supplier Products, engines and BFE, and;
- (iii) all Boeing Products will be free from defects in design, including selection of materials and the process of manufacture, in view of the state of the art at the time of design

2.2 **Exceptions**. The following conditions do not constitute a defect under this warranty:

- (i) conditions resulting from normal wear and tear;
- (ii) conditions resulting from acts or omissions of Customer; and
- (iii) conditions resulting from failure to properly service and maintain a Boeing Product.

3. Warranty Periods

3.1 **Warranty**. The warranty period begins on the date of aircraft, or Boeing Product, delivery (Delivery) and ends 48 months after Delivery.

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3.2 Warranty on Corrected Boeing Products. The warranty period applicable to a Corrected Boeing Product shall begin on the date of delivery of the Corrected Boeing Product or date of delivery of the kit or kits furnished to Correct the Boeing Product and shall be for the period specified immediately below:

- (i) For Corrected Boeing Products which have been Corrected because of a defect in material, the applicable warranty period is the remainder of the initial warranty period for the defective Boeing Product.
- (ii) For Corrected Boeing Products which have been Corrected because of defect in workmanship, the applicable warranty period is the remainder of the initial warranty or 12 months following the date of delivery of the Corrected Boeing Product, whichever is longer.
- (iii) For Corrected Boeing Products which have been Corrected because of a defect in design, the applicable warranty period is 18 months or the remainder of the initial warranty period, whichever is longer.

3.3 Survival of Warranties. All warranty periods are stated above. The Performance Guarantees will not survive delivery of the aircraft.

4. Remedies.

4.1 Correction Options. Customer may, at its option, either perform a Correction of a defective Boeing Product or return the Boeing Product to Boeing for Correction. During the warranty period, Boeing will not charge Customer for tests on Boeing Products returned to Boeing for Correction on which Boeing is unable to confirm the failure claimed, provided:

- (i) Boeing's written instructions were followed by the Customer for testing the Boeing Product prior to its return to Boeing, and
- (ii) Customer's claim includes all applicable documentation of such tests with the returned Boeing Product, including but not limited to: Central Maintenance Computer (CMC), Flight Maintenance Computer System, (FMCS), Flight Isolation Manual (FIM), Engine Indicating and Crew Alerting System (EICAS) or Built In Test Equipment (BITE) messages.

4.2 Warranty Inspections. In addition to the remedies to Correct defects in Boeing Products described in Article 7.3, below, Boeing will reimburse Customer for the cost of Direct Labor to perform certain inspections of the aircraft to determine the occurrence of a condition Customer has claimed and Boeing has identified as a covered defect, provided the inspections are recommended by a service bulletin or service letter issued by Boeing during the warranty period.

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Such reimbursement will not apply to any inspections performed after a Correction is available to Customer and Customer has had a reasonable time to incorporate the Correction, given the Customer's fleet size and maintenance schedule.

4.3 Rogue Units

4.3.1 Upon written request, Boeing will lend Customer at no charge an interchangeable Boeing Product in exchange for a Rogue Unit. Within ten (10) calendar days of its receipt of the loaned Boeing Product, Customer will ship the Rogue Unit to Boeing. Customer will provide with the Rogue Unit verification of the following requirements:

- (i) The removed Boeing Product failed three (3) times within twelve (12) consecutive months or one thousand (1000) consecutive operating hours during the warranty period following initial delivery;
- (ii) Removals were performed in compliance with flight or maintenance manuals approved by the FAA or the comparable regulatory agency for the country in which the aircraft is registered, and
- (iii) Any Corrections or tests to the Boeing Product were performed by Customer according to the latest revision of the Boeing Component Maintenance Manual (CMM), according to written instructions from Boeing, or by Boeing.

4.3.2 Upon receipt of a Rogue Unit and the required verifications, Boeing will, at no-charge to Customer, either replace the Rogue Unit with a new Boeing Product or, if otherwise agreed, allow Customer to retain the loaned, Boeing Product.

5. Discovery and Notice

5.1 For notice to be effective:

- (i) the defect, failure or in-service problem must be discovered during the warranty period; and
- (ii) Boeing Warranty must receive written notice of the discovery no later than 180 days after expiration of the warranty period. The notice must include sufficient information to substantiate the claim.

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5.2 Receipt of Customer's or its Authorized Agent's notice of the discovery of a defect secures Customer's rights to remedies under this Exhibit C, even though a Correction is performed after the expiration of the warranty period.

5.3 Once Customer has given valid notice of the discovery of a defect, a claim will be submitted as soon as practicable after performance of the Correction.

5.4 Boeing may release service bulletins or service letters advising Customer of the availability of certain warranty remedies. When such advice is provided, Customer will be deemed to have fulfilled the requirements for discovery of the defect or failure and submittal of notice under this Exhibit C as of the in-warranty date specified in industry support information in a service bulletin or service letter

6. Filing a Claim.

6.1 **Authority to File.** Claims may be filed by Customer or its Authorized Agent. Appointment of an Authorized Agent will only be effective upon Boeing's receipt of the Authorized Agent's express written agreement, in a form satisfactory to Boeing, to be bound by and to comply with all applicable terms and conditions of this Aircraft General Terms Agreement.

6.2 Claim Information.

6.2.1 Claimant is responsible for providing sufficient information to substantiate Customer's rights to remedies under this Exhibit C. Boeing may reject a claim for lack of sufficient information. At a minimum, such information must include:

- (i) identity of claimant;
- (ii) serial or block number of the aircraft on which the defective Boeing Product was delivered;
- (iii) part number and nomenclature of the defective Boeing Product;
- (iv) purchase order number and date of delivery of the defective spare part;
- (v) description and substantiation of the defect;
- (vi) date the defect was discovered;

- (vii) date the Correction was completed;
- (viii) the total flight hours or cycles accrued, if applicable;
- (ix) an itemized account of direct labor hours expended in performing the Correction; and
- (x) an itemized account of any direct materials incorporated in the Correction.

6.2.2 Additional information may be required based on the nature of the defect and the remedies requested.

6.3 Boeing Claim Processing.

6.3.1 Any claim for a Boeing Product returned by Customer or its Authorized Agent to Boeing for Correction must accompany the Boeing Product. Any claim not associated with the return of a Boeing Product must be submitted signed and in writing directly by Customer or its Authorized Agent to Boeing Warranty by any of the methods identified in Article 11, "Notice," of the AGTA or through an internet portal and process specified by Boeing.

6.3.2 Boeing will promptly review the claim and will give notification of claim approval or rejection. If the claim is rejected, Boeing will provide a written explanation.

7. Corrections Performed by Customer or Its Authorized Agent.

7.1 Facilities Requirements. Provided Customer, its Authorized Agent or its third party contractor, as appropriate, are certified by the appropriate Civil Aviation Authority or Federal Aviation Authority, Customer or its Authorized Agent may, at its option, Correct defective Boeing Products at its facilities or may subcontract Corrections to a third party contractor.

7.2 Technical Requirements. All Corrections done by Customer, its Authorized Agent or a third party contractor must be performed in accordance with Boeing's applicable service manuals, bulletins or other written instructions, using parts and materials furnished or approved by Boeing.

7.3 Reimbursement.

7.3.1 Boeing will reimburse Customer's reasonable costs of Direct Materials and Direct Labor by credit memorandum (excluding labor hours expended for overhaul) at Customer's Warranty Labor Rate to Correct a defective Boeing Product. Claims for reimbursement must contain sufficient information to substantiate Direct Labor hours expended and Direct Materials consumed. Customer or its Authorized Agent may be required to produce invoices for materials.

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7.3.2 Customer's established Warranty Labor Rate will be the greater of the standard labor rate or 150% of Customer's Average Direct Hourly Labor Rate. The standard labor rate paid by Boeing to its customers is established and published annually. Prior to or concurrently with submittal of Customer's first claim for Direct Labor reimbursement, Customer may notify Boeing of Customer's then-current Average Direct Hourly Labor Rate and thereafter notify Boeing of any material change in such rate. Boeing will require information from Customer to substantiate such rates.

7.3.3 Reimbursement for Direct Labor hours to perform Corrections stated in a service bulletin will be based on the labor estimates in the service bulletin.

7.3.4 Boeing will provide to Customer a single, lump sum credit memorandum for Customer's Direct Labor hours expended to incorporate the Corrections (other than of random anomalies) identified in service bulletins and service letters in all in-warranty aircraft covered by such service bulletins or service letters after Customer's submission of a warranty claim and verification of the incorporation of such Corrections with respect to the first affected in-warranty aircraft. Such credit memoranda will not be provided in response to any other requests for reimbursement including, without limitation, those arising out of program letters or other special offers provided by Boeing.

7.3.5 Boeing will reimburse Customer's freight charges associated with a Correction of a defect on a Boeing Product performed by its Authorized Agent or a third party contractor, including but not limited to, kits provided to Customer at no additional cost.

7.3.6 **Maximum Reimbursement.** Unless previously agreed in writing, the maximum reimbursement for Direct Labor and Direct materials for repair of a defective Boeing Product will not exceed 65% of Boeing's then-current sales price for a new replacement Boeing Product. Inspection, removal, reinstallation labor, final testing, inspection and transportation costs are separate and are not to be included in the cost elements used to determine the 65% limit. By mutual agreement between Customer and Boeing, Boeing may provide a replacement Product to Customer in lieu of credit reimbursement.

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7.4 Disposition of Defective Boeing Products Beyond Economical Repair.

7.4.1 A defective Boeing Product found to be beyond economical repair (see Para. 7.3.6) will be retained for a period of 30 days from the date Boeing receives Customer's claim. During the 30 day period, Boeing may request return of such Boeing Products for inspection and confirmation of a defect.

7.4.2 After the 30 day period, a defective Boeing Product with a value of U.S. \$4,000 or less may be scrapped without notification to Boeing. Boeing will reimburse Customer or its Authorized Agent for the charge for any item determined to be defective under this Aircraft General Terms Agreement. If such Boeing Product has a value greater than U.S. \$4,000, Customer must obtain confirmation of unrepairability by Boeing's on-site Customer Services Representative prior to scrapping. Confirmation may be in the form of the Representative's signature on Customer's claim or through direct communication between the Representative and Boeing Warranty.

8. Corrections Performed by Boeing.

8.1 Freight Charges. Customer or its Authorized Agent will pre-pay freight charges to return a Boeing Product to Boeing. If during the period of the applicable warranty Boeing determines the Boeing Product to be defective, Boeing will pre-pay shipping charges to return the Corrected Boeing Product. Boeing will reimburse Customer or its Authorized Agent for freight charges for Boeing Products returned to Boeing for Correction and determined to be defective.

8.2 Customer Instructions. The documentation shipped with the returned defective Boeing Product may include specific technical instructions for additional work to be performed on the Boeing Product. The absence of such instructions will evidence Customer's authorization for Boeing to perform all necessary Corrections and work required to return the Boeing Product to a serviceable condition.

8.3 Correction Time Objectives.

8.3.1 Boeing's objective for making Corrections is 10 working days for avionics and electronic Boeing Products, 30 working days for Corrections of other Boeing Products performed at Boeing's facilities and 40 working days for Corrections of other Boeing Products performed at a Boeing subcontractor's facilities. The objectives are measured from the date Boeing receives the defective Boeing Product and a valid claim to the date Boeing ships the Corrected Boeing Product.

8.3.2 If Customer has a critical parts shortage because Boeing has exceeded a Correction time objective and Customer has procured spare Boeing Products for the defective or failed Boeing Product in quantities shown in Boeing's Recommended Spare Parts List, then Boeing will either expedite the Correction or provide an interchangeable Boeing Product, on a no charge loan basis, until the Corrected Boeing Product is returned.

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8.4 Title Transfer and Risk of Loss.

8.4.1 Title to and risk of loss of any Boeing Product returned to Boeing will at all times remain with Customer or any other title holder of such Boeing Product. While Boeing has possession of the returned Boeing Product, Boeing will have only such liabilities as a bailee for mutual benefit would have but will not be liable for loss of use.

8.4.2 If a Correction requires shipment of a new Boeing Product, then at the time Boeing ships the new Boeing Product, title to and risk of loss for the returned Boeing Product will pass to Boeing, and title to and risk of loss for the new Boeing Product will pass to Customer.

9. Returning an Aircraft

9.1 Conditions. An aircraft may be returned to Boeing's facilities for Correction only if:

- (i) Boeing and Customer agree a covered defect exists;
- (ii) Customer lacks access to adequate facilities, equipment or qualified personnel to perform the Correction; and
- (iii) it is not practical, in Boeing's estimation, to dispatch Boeing personnel to perform the Correction at a remote site.

9.2 Correction Costs. Boeing will perform the Correction at no charge to Customer. Subject to the conditions of Article 9.1, Boeing will reimburse Customer for the costs of fuel, oil, other required fluids and landing fees incurred in ferrying the aircraft to Boeing and back to Customer's facilities. Customer will minimize the length of both flights.

9.3 Separate Agreement. Prior to the return of an aircraft to Boeing, Boeing and Customer will enter into a separate agreement covering return of the aircraft and performance of the Correction. Authorization by Customer for Boeing to perform additional work that is not part of the Correction must be received within 24 hours of Boeing's request. If such authorization is not received within 24 hours, Customer will be invoiced for work performed by Boeing that is not part of the Correction.

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10. Insurance.

The provisions of Article 8.2 "Insurance", of this AGTA, will apply to any work performed by Boeing in accordance with Customer's specific technical instructions to the extent any legal liability of Boeing is based upon the content of such instructions.

11. Disclaimer and Release; Exclusion of Liabilities.

11.1 **DISCLAIMER AND RELEASE.** THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND THE REMEDIES OF CUSTOMER IN THIS EXHIBIT C ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT, INCLUDING, BUT NOT LIMITED TO:

- (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
- (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING; AND
- (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT.

11.2 **EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES.** BOEING WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING, OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT.

11.4 **Definitions.** For the purpose of this Article, "BOEING" or "Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each, and their respective directors, officers, employees and agents.

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BOEING PROPRIETARY

PRODUCT ASSURANCE DOCUMENT

PART 3: BOEING SERVICE LIFE POLICY

1. Definitions.

Service Life Policy (SLP) Component/Item — any of the primary structural elements (excluding industry standard parts), such as landing gear, wing, fuselage, vertical or horizontal stabilizer, listed in the applicable purchase agreement for a specific model of aircraft, either installed in the aircraft at time of delivery or purchased from Boeing by Customer as a spare part. The detailed SLP Component listing will be in Supplemental Exhibit SLP1 to each Purchase Agreement.

2. Service Life Policy.

2.1 **SLP Commitment.** If a failure is discovered in a SLP Component/Item within the time periods specified in Article 2.2 below, Boeing will provide Customer a replacement SLP Component/Item at the price calculated pursuant to Article 3.1, below. If requested by Customer as an alternative remedy, Boeing will reimburse Customer in accordance with the provisions of Exhibit C, Part 2, Article 7.3, for Direct Labor and Direct Material for repair of a failed SLP Component/Item an amount not to exceed the difference between Boeing's then current spare parts price for such SLP Component/Item and the price determined pursuant to Article 3, below.

2.2 SLP Policy Periods.

2.2.1 The policy period for SLP Components initially installed on an aircraft is 12 years after the date of delivery of the aircraft except that for SLP Components initially installed on a 787 aircraft the policy period is 15 years after the date of delivery of the aircraft.

2.2.2 The policy period for SLP Components purchased from Boeing by Customer as spare parts is 12 years from delivery of such SLP Component or 12 years from the date of delivery of the last aircraft produced by Boeing of a specific model, whichever first expires.

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BOEING PROPRIETARY

3. Price.

The price Customer will pay for replacement of a failed SLP Component/Item will be calculated pursuant to the following formula:

$$P = \frac{CT}{144}$$

where:

P = price to Customer for the replacement part
C = SLP Component sales price at time of replacement
T = total age in months of the failed SLP Component from the date of delivery to Customer to the date of discovery of such condition.

4. Conditions.

Boeing's obligations under this Part 3 of Exhibit C, "Boeing Service Life Policy," (Policy) are conditioned upon the following:

- 4.1 Customer must notify Boeing in writing of the failure within three months after it is discovered.
- 4.2 Customer must provide reasonable evidence that the claimed failure is covered by this Policy and if requested by Boeing, that such failure was not the result of:

- (i) a defect or failure in a component not covered by this Policy,
- (ii) an extrinsic force,
- (iii) an act or omission of Customer, or
- (iv) operation or maintenance contrary to applicable governmental regulations or Boeing's instructions.

- 4.3 If return of a failed SLP Component/Item is practicable and requested by Boeing, Customer will return such SLP Component/Item to Boeing at Boeing's expense.

- 4.4 Customer's rights and remedies under this Policy are limited to the receipt of a Correction pursuant to Article 2 above.

5. Disclaimer and Release; Exclusion of Liabilities.

This Part 3 and the rights and remedies of Customer and the obligations of Boeing are subject to the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions of Article 11 of Part 2 of this Exhibit C.

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BOEING PROPRIETARY

PRODUCT ASSURANCE DOCUMENT

PART 4: SUPPLIER WARRANTY COMMITMENT

1. Supplier Warranties and Supplier Patent and Copyright Indemnities.

Boeing will use commercially reasonable efforts to obtain warranties and indemnities against patent and copyright infringement enforceable by Customer from Suppliers of Supplier Products (except for BFE and engines) installed on the aircraft at the time of delivery that were selected and purchased by Boeing, but not manufactured to Boeing's detailed design. Boeing will furnish copies of the warranties and patent and copyright indemnities to Customer contained in Supplier Product Support and Assurance Agreements, prior to the scheduled delivery month of the first aircraft under the initial purchase agreement to the AGTA.

2. Boeing Assistance in Administration of Supplier Warranties.

Customer will be responsible for submitting warranty claims directly to Suppliers; however, if Customer experiences problems enforcing any Supplier warranty obtained by Boeing for Customer, Boeing will conduct an investigation of the problem and assist Customer in the resolution of those claims.

3. Boeing Support in Event of Supplier Default.

3.1 If the Supplier defaults in the performance of a material obligation under its warranty, and Customer provides evidence to Boeing that a default has occurred, then Boeing will furnish the equivalent warranty terms as provided by the defaulting Supplier.

3.2 At Boeing's request, Customer will assign to Boeing, and Boeing will be subrogated to, its rights against the Supplier provided by the Supplier warranty.

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BOEING PROPRIETARY

PRODUCT ASSURANCE DOCUMENT

PART 5: BOEING INTERFACE COMMITMENT

1. Interface Problems.

An Interface Problem is defined as a technical problem in the operation of an aircraft or its systems experienced by Customer, the cause of which is not readily identifiable by Customer but which Customer believes to be attributable to either the design characteristics of the aircraft or its systems or the workmanship used in the installation of Supplier Products. In the event Customer experiences an Interface Problem, Boeing will, without additional charge to Customer, promptly conduct an investigation and analysis to determine the cause or causes of the Interface Problem. Boeing will promptly advise Customer at the conclusion of its investigation of Boeing's opinion as to the causes of the Interface Problem and Boeing's recommendation as to corrective action.

2. Boeing Responsibility.

If Boeing determines that the Interface Problem is primarily attributable to the design or installation of any Boeing Product, Boeing will Correct the design or workmanship to the extent of any then-existing obligations of Boeing under the provisions of the applicable Boeing Warranty.

3. Supplier Responsibility.

If Boeing determines that the Interface Problem is primarily attributable to the design or installation of a Supplier Product, Boeing will assist Customer in processing a warranty claim against the Supplier.

4. Joint Responsibility.

If Boeing determines that the Interface Problem is partially attributable to the design or installation of a Boeing Product and partially to the design or installation of a Supplier Product, Boeing will seek a solution to the Interface Problem through the cooperative efforts of Boeing and the Supplier and will promptly advise Customer of the resulting corrective actions and recommendations.

5. General.

Customer will, if requested by Boeing, assign to Boeing any of its rights against any supplier as Boeing may require to fulfill its obligations hereunder.

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BOEING PROPRIETARY

6. Disclaimer and Release; Exclusion of Liabilities.

This Part 5 and the rights and remedies of Customer and the obligations of Boeing herein are subject to the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions of Article 11 of Part 2 of this Exhibit C.

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BOEING PROPRIETARY

PRODUCT ASSURANCE DOCUMENT

PART 6: BOEING INDEMNITIES AGAINST PATENT AND COPYRIGHT INFRINGEMENT

1. Indemnity Against Patent Infringement.

Boeing will defend and indemnify Customer with respect to all claims, suits and liabilities arising out of any actual or alleged patent infringement through Customer's use, lease or resale of any aircraft or any Boeing Product installed on an aircraft at delivery.

2. Indemnity Against Copyright Infringement.

Boeing will defend and indemnify Customer with respect to all claims, suits and liabilities arising out of any actual or alleged copyright infringement through Customer's use, lease or resale of any Boeing created Materials and Aircraft Software installed on an aircraft at delivery.

3. Exceptions, Limitations and Conditions.

3.1 Boeing's obligation to indemnify Customer for patent infringement will extend only to infringements in countries which, at the time of the infringement, were party to and fully bound by either (a) Article 27 of the Chicago Convention on International Civil Aviation of December 7, 1944, or (b) the International Convention for the Protection of Industrial Property (Paris Convention).

3.2 Boeing's obligation to indemnify Customer for copyright infringement is limited to infringements in countries which, at the time of the infringement, are members of The Berne Union and recognize computer software as a "work" under The Berne Convention.

3.3 The indemnities provided under this Part 6 will not apply to any BFE engines, Supplier Product, Boeing Product used other than for its intended purpose, or Aircraft Software not created by Boeing.

3.4 Customer must deliver written notice to Boeing (i) within 10 days after Customer first receives notice of any suit or other formal action against Customer and (ii) within 20 days after Customer first receives any other allegation or written claim of infringement covered by this Part 6.

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BOEING PROPRIETARY

3.5 At any time, Boeing will have the right at its option and expense to: (i) negotiate with any party claiming infringement, (ii) assume or control the defense of any infringement allegation, claim, suit or formal action provided that Boeing will not agree to any settlement or agreement which would have the effect of preventing Customer from using any Boeing Product or Aircraft Software or replacement therefore as provided in (iv) below, (iii) intervene in any infringement suit or formal action, and/or (iv) attempt to resolve any claim of infringement by replacing an allegedly infringing Boeing Product or Aircraft Software with a noninfringing equivalent.

3.6 Customer will promptly furnish to Boeing all information, records and assistance within Customer's possession or control which Boeing considers relevant or material to any alleged infringement covered by this Part 6.

3.7 Except as required by a final judgment entered against Customer by a court of competent jurisdiction from which no appeals can be or have been filed, Customer will obtain Boeing's written approval prior to paying, committing to pay, assuming any obligation or making any material concession relative to any infringement covered by these indemnities.

3.8 BOEING WILL HAVE NO OBLIGATION OR LIABILITY UNDER THIS PART 6 FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES (THE FOREGOING SENTENCE DOES NOT APPLY TO ANY CLAIM MADE AGAINST CUSTOMER FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES BY THE PATENT OR COPYRIGHT OWNER OR ANY PARTY PROPERLY CLAIMING A LEGAL CAUSE OF ACTION THROUGH AN INTEREST GRANTED BY SUCH OWNER). THE OBLIGATIONS OF BOEING AND REMEDIES OF CUSTOMER IN THIS PART 6 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER INDEMNITIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ACTUAL OR ALLEGED PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT OR THE LIKE BY ANY AIRCRAFT, AIRCRAFT SOFTWARE, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT.

3.9 For the purposes of this Part 6, "BOEING or Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and agents.

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BOEING PROPRIETARY

**SAMPLE
Insurance Certificate**

BROKER'S LETTERHEAD

[date]

Certificate of Insurance

ISSUED The Boeing Company
TO: Post Office Box 3707
 Mail Stop 13-57
 Seattle, Washington 98124
 Attn: Manager — Aviation Insurance for Vice President — Employee Benefits, Insurance and Taxes

CC: Boeing Commercial Airplanes
 P.O. Box 3707
 Mail Stop 21-34
 Seattle, Washington 98124-2207
 U.S.A.
 Attn: Vice President — Contracts

**NAMED
INSURED:** **Federal Express Corporation**

We hereby certify that in our capacity as Brokers to the Named Insured, the following described insurance is in force on this date:

Insurer	Policy No.	Participation
---------	------------	---------------

POLICY PERIOD : From [date and time of inception of the Policy(ies)] to [date and time of expiration].

GEOGRAPHICAL LIMITS : Worldwide (however, as respects "Aircraft Hull War and Allied Perils" Insurance, as agreed by Boeing).

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**SAMPLE
Insurance Certificate**

AIRCRAFT INSURED: All Boeing manufactured aircraft owned or operated by the Named Insured which are the subject of the following purchase agreement(s), entered into between The Boeing Company and _____ (hereinafter "Aircraft"):

Purchase Agreement No. ____ dated ____
Purchase Agreement No. ____ dated ____

COVERAGES :

- 1. Aircraft "all risks" Hull (Ground and Flight)**
- 2. Airline Liability**

Including, but not limited to, Bodily Injury, Property Damage, Aircraft Liability, Liability War Risks, Passenger Legal Liability, Premises/Operations Liability, Completed Operations/Products Liability, Baggage Legal Liability (checked and unchecked), Cargo Legal Liability, Contractual Liability and Personal Injury.

The above-referenced Airline Liability insurance coverage is subject to War and Other Perils Exclusion Clause (AV48B) but all sections, other than section (b) are reinstated as per AV52C, or their successor endorsements.

LIMITS OF LIABILITY:

To the fullest extent of the Policy limits that the Named Insured carries from the time of delivery of the first Aircraft under the first Purchase Agreement listed under "Aircraft Insured" and thereafter at the inception of each policy period, but in any event no less than the following:

Combined Single Limit Bodily Injury and Property Damage: U.S.\$ any one occurrence each Aircraft (with aggregates as applicable).

(737-500/600)	US\$ 350,000,000
(737-300/700)	US\$ 400,000,000
(737-400)	US\$ 450,000,000
(737-800/900)	US\$ 500,000,000
(757-200)	US\$ 525,000,000
(757-300)	US\$ 550,000,000
(767-200)	US\$ 550,000,000
(767-300)	US\$ 700,000,000
(767-400ERX)	US\$ 750,000,000
(787)	US\$ 700,000,000
(777)	US\$ 800,000,000
(747)	US\$ 900,000,000

**SAMPLE
Insurance Certificate**

(In regard to all other models and/or derivatives, to be specified by Boeing).

(In regard to Personal Injury coverage, limits are US\$25,000,000 any one offense/aggregate.)

DEDUCTIBLES / SELF-INSURANCE

Any deductible and/or self-insurance amount (other than standard market deductibles) are to be disclosed to Boeing.

SPECIAL PROVISIONS APPLICABLE TO BOEING:

It is certified that Insurers are aware of the terms and conditions of AGTA-FED and the following purchase agreements:

PA ____ dated ____

PA ____ dated ____

PA ____ dated ____

Each Aircraft manufactured by Boeing which is delivered to the Insured pursuant to the applicable purchase agreement during the period of effectiveness of the policies represented by this Certificate will be covered to the extent specified herein.

Insurers have agreed to the following:

A. In regard to Aircraft "all risks" Hull Insurance and Aircraft Hull War and Allied Perils Insurance, Insurers agree to waive their rights of subrogation or recourse against Boeing in accordance with AGTA-FED which was incorporated by reference into the applicable purchase agreement.

B. In regard to Airline Liability Insurance, Insurers agree:

(1) To include Boeing as an additional insured in accordance with Customer's undertaking in Article 8.2.1 of AGTA-FED which was incorporated by reference into the applicable purchase agreement.

(2) To provide that such insurance will be primary and not contributory nor excess with respect to any other insurance available for the protection of Boeing;

(3) To provide that with respect to the interests of Boeing, such insurance shall not be invalidated or minimized by any action or inaction, omission or misrepresentation by the Insured or any other person or party (other than Boeing) regardless of any breach or violation of any warranty, declaration or condition contained in such policies;

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App. I

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SAMPLE
Insurance Certificate

(4) To provide that all provisions of the insurance coverages referenced above, except the limits of liability, will operate to give each Insured or additional insured the same protection as if there were a separate Policy issued to each.

C. In regard to all of the above referenced policies:

(1) Boeing will not be responsible for payment, set-off, or assessment of any kind or any premiums in connection with the policies, endorsements or coverages described herein;

(2) If a policy is canceled for any reason whatsoever, or any substantial change is made which would amend the coverage evidenced hereunder and require the reissuance of this certificate or if a policy is allowed to lapse for nonpayment of premium, such cancellation, change or lapse shall not be effective as to Boeing for thirty (30) days (in the case of war risk and allied perils coverage seven (7) days after sending, or such other period as may from time to time be customarily obtainable in the industry) after receipt by Boeing of written notice from the Insurers or the authorized representatives or Broker of such cancellation, change or lapse; and

(3) For the purposes of the Certificate, "Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and agents.

Subject to the terms, conditions, limitations and exclusions of the relative policies.

(signature)

(typed name)

(title)

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App. I

SAMPLE
Purchase Agreement Assignment

THIS PURCHASE AGREEMENT ASSIGNMENT (Assignment) dated as of __20__ between Federal Express Corporation, a company organized under the laws of __(Assignor) and __, a company organized under the laws of __(Assignee). Capitalized terms used herein without definition will have the same meaning as in the Boeing Purchase Agreement.

Assignor and The Boeing Company, a Delaware corporation (Boeing), are parties to the Boeing Purchase Agreement, providing, among other things, for the sale by Boeing to Assignor of certain aircraft, engines and related equipment, including the Aircraft.

Assignee wishes to acquire the Aircraft and certain rights and interests under the Boeing Purchase Agreement and Assignor, on the following terms and conditions, is willing to assign to Assignee certain of Assignor's rights and interests under the Boeing Purchase Agreement. Assignee is willing to accept such assignment.

It is agreed as follows:

1. For all purposes of this Assignment, the following terms will have the following meanings:

Aircraft — one Boeing Model __ aircraft, bearing manufacturer's serial number __, together with all engines and parts installed on such aircraft on the Delivery Date.

Boeing — Boeing shall include any wholly-owned subsidiary of Boeing, and its successors and assigns.

Boeing Purchase Agreement — Purchase Agreement No. __ dated as of __ between Boeing and Assignor, as amended, but excluding __, providing, among other things, for the sale by Boeing to Assignor of the Aircraft, as said agreement may be further amended to the extent permitted by its terms. The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA/__(AGTA).

Delivery Date — the date on which the Aircraft is delivered by Boeing to Assignee pursuant to and subject to the terms and conditions of the Boeing Purchase Agreement and this Assignment.

2. Assignor does hereby assign to Assignee all of its rights and interests in and to the Boeing Purchase Agreement, as and to the extent that the same relate to the Aircraft and the purchase and operation thereof, except as and to the extent expressly reserved below, including, without limitation, in such assignment: **[TO BE COMPLETED BY THE PARTIES.]**

SAMPLE
Purchase Agreement Assignment

{EXAMPLES

- (a) *the right upon valid tender to purchase the Aircraft pursuant to the Boeing Purchase Agreement subject to the terms and conditions thereof and the right to take title to the Aircraft and to be named the "Buyer" in the bill of sale for the Aircraft;*
- (b) *the right to accept delivery of the Aircraft;*
- (c) *all claims for damages arising as a result of any default under the Boeing Purchase Agreement in respect of the Aircraft;*
- (d) *all warranty and indemnity provisions contained in the Boeing Purchase Agreement, and all claims arising thereunder, in respect of the Aircraft; and*
- (e) *any and all rights of Assignor to compel performance of the terms of the Boeing Purchase Agreement in respect of the Aircraft.}*

Reserving exclusively to Assignor, however:

{EXAMPLES

- (i) *all Assignor's rights and interests in and to the Boeing Purchase Agreement as and to the extent the same relates to aircraft other than the Aircraft, or to any other matters not directly pertaining to the Aircraft;*
- (ii) *all Assignor's rights and interests in or arising out of any advance or other payments or deposits made by Assignor in respect of the Aircraft under the Boeing Purchase Agreement and any amounts credited or to be credited or paid or to be paid by Boeing in respect of the Aircraft;*
- (iii) *the right to obtain services, training, information and demonstration and test flights pursuant to the Boeing Purchase Agreement; and*
- (iv) *the right to maintain plant representatives at Boeing's plant pursuant to the Boeing Purchase Agreement.}*

Assignee hereby accepts such assignment.

3. Notwithstanding the foregoing, so long as no event of default or termination under [specify document] has occurred and is continuing, Assignee hereby authorizes Assignor, to the exclusion of Assignee, to exercise in Assignor's name all rights and powers of Customer under the Boeing Purchase Agreement in respect of the Aircraft.

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SAMPLE
Purchase Agreement Assignment

4. For all purposes of this Assignment, Boeing will not be deemed to have knowledge of or need recognize the occurrence, continuance or the discontinuance of any event of default or termination under [specify document] unless and until Boeing receives from Assignee written notice thereof, addressed to its Vice President — Contracts, Boeing Commercial Airplanes at P.O. Box 3707, Seattle, Washington 98124, if by mail, or to 32-9430 Answerback BOEINGREN RNTN, if by telex. Until such notice has been given, Boeing will be entitled to deal solely and exclusively with Assignor. Thereafter, until Assignee has provided Boeing written notice that any such events no longer continue, Boeing will be entitled to deal solely and exclusively with Assignee. Boeing may act with acquittance and conclusively rely on any such notice.

5. It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) prior to the Delivery Date Assignor will perform its obligations with respect to the Aircraft to be performed by it on or before such delivery, (b) Assignor will at all times remain liable to Boeing under the Boeing Purchase Agreement to perform all obligations of Customer thereunder to the same extent as if this Assignment had not been executed, and (c) the exercise by Assignee of any of the assigned rights will not release Assignor from any of its obligations to Boeing under the Boeing Purchase Agreement, except to the extent that such exercise constitutes performance of such obligations.

6. Notwithstanding anything contained in this Assignment to the contrary (but without in any way releasing Assignor from any of its obligations under the Boeing Purchase Agreement), Assignee confirms for the benefit of Boeing that, insofar as the provisions of the Boeing Purchase Agreement relate to the Aircraft, in exercising any rights under the Boeing Purchase Agreement, or in making any claim with respect to the Aircraft or other things (including, without limitation, Material, training and services) delivered or to be delivered, the terms and conditions of the Boeing Purchase Agreement, including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the Aircraft General Terms Agreement which was incorporated by reference into the Boeing Purchase Agreement and the insurance provisions in Article 8.2 of the Aircraft General Terms Agreement which was incorporated by reference into the Boeing Purchase Agreement therein, will apply to and be binding on Assignee to the same extent as if Assignee had been the original "Customer" thereunder. Assignee further agrees, expressly for the benefit of Boeing, upon the written request of Boeing, Assignee will promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Assignee's agreements in this paragraph.

7. Nothing contained herein will subject Boeing to any liability to which it would not otherwise be subject under the Boeing Purchase Agreement or modify in any respect the contract rights of Boeing thereunder, or require Boeing to divest itself of title to or possession of the Aircraft or other things until delivery thereof and payment therefor as provided therein.

SAMPLE
Purchase Agreement Assignment

8. Notwithstanding anything in this Assignment to the contrary, after receipt of notice of any event of default or termination under [specify document], Boeing will continue to owe to Assignor moneys in payment of claims made or obligations arising before such notice, which moneys may be subject to rights of set-off available to Boeing under applicable law. Similarly, after receipt of notice that such event of default or termination no longer continues, Boeing will continue to owe to Assignee moneys in payment of claims made or obligations arising before such notice, which moneys may be subject to rights of set-off available to Boeing under applicable law.

9. Effective at any time after an event of default has occurred, and for so long as such event of default is continuing, Assignor does hereby constitute Assignee, Assignor's true and lawful attorney, irrevocably, with full power (in the name of Assignor or otherwise) to ask, require, demand, receive, and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Boeing Purchase Agreement in respect of the Aircraft, to the extent assigned by this Assignment.

10. Assignee agrees, expressly for the benefit of Boeing and Assignor that it will not disclose, directly or indirectly, any terms of the Boeing Purchase Agreement; provided, that Assignee may disclose any such information (a) to its special counsel and public accountants, (b) as required by applicable law to be disclosed or to the extent that Assignee may have received a subpoena or other written demand under color of legal right for such information, but it will first, as soon as practicable upon receipt of such requirement or demand, furnish an explanation of the basis thereof to Boeing, and will afford Boeing reasonable opportunity, to obtain a protective order or other reasonably satisfactory assurance of confidential treatment for the information required to be disclosed, and (c) to any bona fide potential purchaser or lessee of the Aircraft. Any disclosure pursuant to (a) and (c) above will be subject to execution of a confidentiality agreement substantially similar to this paragraph 10.

11. This Assignment may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

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SAMPLE
Purchase Agreement Assignment

12. This Assignment will be governed by, and construed in accordance with, the laws of [__].

as Assignor

By _____
Name:
Title:

as Assignee

By _____
Name:
Title:

[If the Assignment is further assigned by Assignee in connection with a financing, the following language needs to be included.]

Attest:

The undersigned, as [Indenture Trustee/Agent for the benefit of the Loan Participants/Mortgagee] and as assignee of, and holder of a security interest in, the estate, right, and interest of the Assignee in and to the foregoing Purchase Agreement Assignment and the Purchase Agreement pursuant to the terms of a certain [Trust Indenture/Mortgage] dated as of ___, agrees to the terms of the foregoing Purchase Agreement Assignment and agrees that its rights and remedies under such [Trust Indenture/Mortgage] shall be subject to the terms and conditions of the foregoing Purchase Agreement Assignment, including, without limitation, paragraph 6.

[Name of Entity],
as Indenture Trustee/Agent

By: _____
Name:
Title:

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SAMPLE
Purchase Agreement Assignment

**CONSENT AND AGREEMENT OF
THE BOEING COMPANY**

THE BOEING COMPANY, a Delaware corporation (Boeing), hereby acknowledges notice of and consents to the foregoing Purchase Agreement Assignment (Assignment) as it relates to Boeing in respect of the Aircraft. Boeing confirms to Assignee that: all representations, warranties, indemnities and agreements of Boeing under the Boeing Purchase Agreement with respect to the Aircraft will, subject to the terms and conditions thereof and of the Assignment, inure to the benefit of Assignee to the same extent as if Assignee were originally named "Customer" therein.

This Consent and Agreement will be governed by, and construed in accordance with, the law of the State of Washington, excluding the conflict of laws principles thereof.

Dated as of ___, 20___.

THE BOEING COMPANY

By _____
Name:
Title: Attorney-in-Fact

Aircraft Manufacturer's Serial Number(s) _____

AGTA-FED

App. II

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SAMPLE
Post-Delivery Sale Notice

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention: Vice President - Contracts
Mail Code 21-34

Ladies and Gentlemen:

In connection with the sale by Federal Express Corporation (Seller) to ____ (Purchaser) of the aircraft identified below, reference is made to Purchase Agreement No. ____ dated as of ___, 20____, between The Boeing Company (Boeing) and Seller (the Purchase Agreement) under which Seller purchased certain Boeing Model ____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s) ____ (the Aircraft). The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA-FED (AGTA).

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

Seller has sold the Aircraft, including in that sale the assignment to Purchaser of all remaining rights related to the Aircraft under the Purchase Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Purchase Agreement:

(1) Purchaser acknowledges it has reviewed those provisions of the Purchase Agreement related to those rights assigned and agrees to be bound by and comply with all applicable terms and conditions of the Purchase Agreement, including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the AGTA and the insurance provisions in Article 8.2 of the AGTA. Purchaser further agrees upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Purchaser's agreements in this paragraph; and

(2) Seller will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

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SAMPLE
Post-Delivery Sale Notice

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Federal Express Corporation

Purchaser

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

Receipt of the above letter is acknowledged and the assignment of rights under the Purchase Agreement with respect to the Aircraft described above is confirmed, effective as of this date.

THE BOEING COMPANY

By _____

Its Attorney-in-Fact _____

Dated _____

Aircraft Manufacturer's Serial Number _____

AGTA-FED

App. III

SAMPLE
Post-Delivery Lease Notice

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention: Vice President - Contracts
Mail Code 21-34

Ladies and Gentlemen:

In connection with the lease by Federal Express Corporation (Lessor) to ____ (Lessee) of the aircraft identified below, reference is made to Purchase Agreement No. ____ dated as of ___, 20____, between The Boeing Company (Boeing) and Lessor (the Purchase Agreement) under which Lessor purchased certain Boeing Model ____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s) ____ (the Aircraft). The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA-FED (AGTA).

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

Lessor has leased the Aircraft, including in that lease the transfer to Lessee of all remaining rights related to the Aircraft under the Purchase Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Purchase Agreement:

(1) Lessor authorizes Lessee to exercise, to the exclusion of Lessor, all rights and powers of Lessor with respect to the remaining rights related to the Aircraft under the Purchase Agreement. This authorization will continue until Boeing receives written notice from Lessor to the contrary, addressed to Vice President — Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207. Until Boeing receives such notice, Boeing is entitled to deal exclusively with Lessee with respect to the Aircraft under the Purchase Agreement. With respect to the rights and obligations of Lessor under the Purchase Agreement, all actions taken or agreements entered into by Lessee during the period prior to Boeing's receipt of this notice are final and binding on Lessor. Further, any payments made by Boeing as a result of claims made by Lessee will be made to the credit of Lessee.

AGTA-FED

App. IV

1

SAMPLE
Post-Delivery Lease Notice

(2) Lessee accepts the authorization above, acknowledges it has reviewed those provisions of the Purchase Agreement related to the authority granted and agrees to be bound by and comply with all applicable terms and conditions of the Purchase Agreement including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C AGTA and the insurance provisions in Article 8.2 of the AGTA. Lessee further agrees, upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Lessee's agreements in this paragraph.

(3) Lessor will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Lessor to Boeing prior to the effective date of this letter.

We request that Boeing acknowledges receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Federal Express Corporation

Lessee

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

Receipt of the above letter is acknowledged and transfer of rights under the Purchase Agreement with respect to the Aircraft described above is confirmed, effective as of this date.

THE BOEING COMPANY

By _____

Its _____

Dated _____

Aircraft Manufacturer's Serial Number _____

AGTA-FED

App. IV

SAMPLE
Purchaser's/Lessee's Agreement

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention Vice President - Contracts
Mail Code 21-34

Ladies and Gentlemen:

In connection with the sale/lease by Federal Express Corporation (Seller/Lessor) to ____ (Purchaser/Lessee) of the aircraft identified below, reference is made to the following documents:

- (i) Purchase Agreement No. ____ dated as of ___, 20 ___, between The Boeing Company (Boeing) and Seller/Lessor (the Purchase Agreement) under which Seller/Lessor purchased certain Boeing Model ____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s) ____ (the Aircraft); and
- (ii) Aircraft Sale/Lease Agreement dated as of ___, 20 ___, between Seller/Lessor and Purchaser/Lessee (the Aircraft Agreement) under which Seller/Lessor is selling/leasing the Aircraft.

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

1. Seller/Lessor has sold/leased the Aircraft under the Aircraft Agreement, including therein a form of exculpatory clause protecting Seller/Lessor from liability for loss of or damage to the aircraft, and/or related incidental or consequential damages, including without limitation loss of use, revenue or profit.

2. Disclaimer and Release; Exclusion of Consequential and Other Damages

2.1 In accordance with Seller/Lessor's obligation under Article 9.5 of AGTA-FED which was incorporated by reference into the Purchase Agreement, Purchaser/Lessee hereby agrees that:

AGTA-FED

App. V
1

SAMPLE
Purchaser's/Lessee's Agreement

2.2 DISCLAIMER AND RELEASE. IN CONSIDERATION OF THE SALE/LEASE OF THE AIRCRAFT, PURCHASER/LESSEE HEREBY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF PURCHASER/LESSEE AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, BOEING PRODUCT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THE AIRCRAFT AGREEMENT, INCLUDING, BUT NOT LIMITED TO:

- (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
- (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING; AND
- (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT.

2.3 EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. BOEING WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING, OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THE AIRCRAFT AGREEMENT.

2.4 Definitions. For the purpose of this paragraph 2, "BOEING" or "Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each, and their respective directors, officers, employees and agents.

Federal Express Corporation (Seller/Lessor)

Purchaser/Lessee

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

AGTA-FED

App. V

SAMPLE
Post-Delivery Owner Appointment of Agent - Warranties

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention: Vice President - Contracts
Mail Code 21-34

Ladies and Gentlemen:

1. Reference is made to Purchase Agreement No. ____ dated as of ___, 20____, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) (the Purchase Agreement), under which Customer purchased certain Boeing Model ____ aircraft including the aircraft bearing Manufacturer's Serial No.(s) ____ (the Aircraft). The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA-FED (AGTA).

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

To accomplish the appointment of an agent, Customer confirms:

A. Customer has appointed ____ as agent (Agent) to act directly with Boeing with respect to the remaining warranties under the Purchase Agreement and requests Boeing to treat Agent as Customer for the administration of claims with respect to such warranties; provided however, Customer remains liable to Boeing to perform the obligations of Customer under the Purchase Agreement.

B. Boeing may continue to deal exclusively with Agent concerning the matters described herein unless and until Boeing receives written notice from Customer to the contrary, addressed to Vice President — Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207, U.S.A. With respect to the rights and obligations of Customer under the Purchase Agreement, all actions taken by Agent or agreements entered into by Agent during the period prior to Boeing's receipt of such notice are final and binding on Customer. Further, any payments made by Boeing as a result of claims made by Agent will be made to the credit of Agent unless otherwise specified when each claim is submitted.

AGTA-FED

App. VI

1

SAMPLE
Post-Delivery Owner Appointment of Agent - Warranties

C. Customer will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Customer to Boeing prior to the effective date of this letter.

We request that Boeing acknowledge receipt of this letter and confirm the appointment of Agent as stated above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Federal Express Corporation

By _____

AGTA-FED

App. VI

2

BOEING PROPRIETARY

SAMPLE
Post-Delivery Owner Appointment of Agent - Warranties

AGENT'S AGREEMENT

Agent accepts the appointment as stated above, acknowledges it has reviewed the those portions of the Purchase Agreement related to the authority granted it under the Purchase Agreement and agrees that, in exercising any rights or making any claims thereunder, Agent will be bound by and comply with all applicable terms and conditions of the Purchase Agreement including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the AGTA. Agent further agrees, upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of the warranties under the Purchase Agreement.

Very truly yours,

Agent _____

By _____

Its _____

Dated _____

Receipt of the above letter is acknowledged and the appointment of Agent with respect to the above-described rights under the Purchase Agreement is confirmed, effective as of this date.

THE BOEING COMPANY

By _____

Its _____

Dated _____

Aircraft Manufacturer's Serial Number _____

AGTA-FED

App. VI

SAMPLE
Contractor Confidentiality Agreement

Boeing Commercial Airplanes
P.O. Box 3707 Seattle,
Washington 98124-2207

Attention: Vice President - Contracts
Mail Stop 21-34

Ladies and Gentlemen:

This Agreement is entered into between ____ (Contractor) and Federal Express Corporation (Customer) and will be effective as of the date stated below.

In connection with Customer's provision to Contractor of certain Materials, Proprietary Materials and Proprietary Information, reference is made to Purchase Agreement No. ____ dated as of ___, 20__ between The Boeing Company (Boeing) and Customer.

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

Boeing has agreed to permit Customer to make certain Materials, Proprietary Materials and Proprietary Information relating to Customer's Boeing Model ____ aircraft, Manufacturer's Serial Number ___, Registration No. ____ (the Aircraft) available to Contractor in connection with Customer's contract with Contractor (the Contract) to maintain/repair/modify the Aircraft. As a condition of receiving the Proprietary Materials and Proprietary Information, Contractor agrees as follows:

1. For purposes of this Agreement:

“ **Aircraft Software** ” means software that is installed and used in the operation of an Aircraft.

“ **Materials** ” are defined as any and all items that are created by Boeing or a third party, which are provided directly or indirectly from Boeing and serve primarily to contain, convey or embody information. Materials may include either tangible embodiments (for example, documents or drawings), or intangible embodiments (for example, software and other electronic forms) of information but excludes Aircraft Software.

“ **Proprietary Information** ” means any and all proprietary, confidential and/or trade secret information owned by Boeing or a Third Party which is contained, conveyed or embodied in Proprietary Materials.

AGTA-FED

App. VII

1

BOEING PROPRIETARY

SAMPLE
Contractor Confidentiality Agreement

“**Proprietary Materials**” means Materials that contain, convey, or embody Proprietary Information.

“**Third Party**” means anyone other than Boeing, Customer and Contractor.

2. Boeing has authorized Customer to grant to Contractor a worldwide, non-exclusive, personal and nontransferable license to use Proprietary Materials and Proprietary Information, owned by Boeing, internally in connection with performance of the Contract or as may otherwise be authorized by Boeing in writing. Contractor will keep confidential and protect from disclosure to any person, entity or government agency, including any person or entity affiliated with Contractor, all Proprietary Materials and Proprietary Information. Individual copies of all Materials are provided to Contractor subject to copyrights therein, and all such copyrights are retained by Boeing or, in some cases, by Third Parties. Contractor is authorized to make copies of Materials (except for Materials bearing the copyright legend of a Third Party) provided, however, Contractor preserves the restrictive legends and proprietary notices on all copies. All copies of Proprietary Materials will belong to Boeing and be treated as Proprietary Materials under this Agreement.

3. Contractor specifically agrees not to use Proprietary Materials or Proprietary Information in connection with the manufacture or sale of any part or design. Unless otherwise agreed with Boeing in writing, Proprietary Materials and Proprietary Information may be used by Contractor only for work on the Aircraft for which such Proprietary Materials have been specified by Boeing. Customer and Contractor recognize and agree that they are responsible for ascertaining and ensuring that all Materials are appropriate for the use to which they are put.

4. Contractor will not attempt to gain access to information by reverse engineering, decompiling, or disassembling any portion of any software provided to Contractor pursuant to this Agreement.

5. Upon Boeing’s request at any time, Contractor will promptly return to Boeing (or, at Boeing’s option, destroy) all Proprietary Materials, together with all copies thereof and will certify to Boeing that all such Proprietary Materials and copies have been so returned or destroyed.

6. To the extent required by a government regulatory agency having jurisdiction over Contractor, Customer or the Aircraft, Contractor is authorized to provide Proprietary Materials and disclose Proprietary Information to the agency for the agency’s use in connection with Contractor’s, authorized use of such Proprietary Materials and/or Proprietary Information in connection with Contractor’s maintenance, repair, or modification of the Aircraft. Contractor agrees to take reasonable steps to prevent such agency from making any distribution or disclosure, or additional use of the Proprietary Materials and Proprietary Information so provided or disclosed. Contractor further agrees to promptly notify Boeing upon learning of any (i) distribution, disclosure, or additional use by such agency, (ii) request to such agency for distribution, disclosure, or additional use, or (iii) intention on the part of such agency to distribute, disclose, or make additional use of the Proprietary Materials or Proprietary Information.

AGTA-FED

App. VII

2

BOEING PROPRIETARY

SAMPLE
Contractor Confidentiality Agreement

7. Boeing is a third-party beneficiary under this Agreement, and Boeing may enforce any and all of the provisions of the Agreement directly against Contractor. Contractor hereby submits to the jurisdiction of the Washington state courts and the United States District Court for the Western District of Washington with regard to any claims Boeing may make under this Agreement. It is agreed that Washington law (excluding Washington's conflict-of-law principles) governs this Agreement.

8. No disclosure or physical transfer by Boeing or Customer to Contractor, of any Proprietary Materials or Proprietary Information covered by this Agreement will be construed as granting a license, other than as expressly set forth in this Agreement or any ownership right in any patent, patent application, copyright or proprietary information.

9. The provisions of this Agreement will apply notwithstanding any markings or legends, or the absence thereof, on any Proprietary Materials.

10. This Agreement is the entire agreement of the parties regarding the ownership and treatment of Proprietary Materials and Proprietary Information, and no modification of this Agreement will be effective as against Boeing unless in writing signed by authorized representatives of Contractor, Customer and Boeing.

11. Failure by either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions. If any of the provision of this Agreement is held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the Agreement will remain in full force.

ACCEPTED AND AGREED TO this

Date: _____, 20_____

Federal Express Corporation

Contractor

By _____

By _____

Its _____

Its _____

AGTA-FED

App. VII

3

BOEING PROPRIETARY

Post-Delivery Sale with Lease to Seller

[Notice from Owner/Seller and subsequent Buyer regarding post-delivery sale and lease back of an aircraft and transfer of all remaining Purchase Agreement rights.]

_____, 200____

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124-2207

By Courier
1901 Oakesdale Ave. SW
Renton, WA_____

Attention: Vice President - Contracts
Mail Code 21-34

Ladies and Gentlemen:

In connection with ____'s (Seller's) sale to and lease back from ____ (Buyer) of the aircraft identified below, reference is made to the following documents:

1. Purchase Agreement No.____ dated as of ____, between The Boeing Company (Boeing) and Seller (the Agreement) under which Seller purchased certain Boeing Model ____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s)____(the Aircraft). The Agreement incorporates by reference the terms of AGTA-____ dated ____, ____, between Seller and Boeing.
2. Aircraft Sale Agreement dated as of ____, between Seller and____(Buyer).
3. Aircraft Lease Agreement dated as of ____, between Buyer and Seller.

Capitalized terms used herein without definition will have the same meaning as in the Agreement.

Seller confirms for the benefit of Boeing it owns and controls the rights it purports to assign herein.

Seller has sold the Aircraft, including in that sale the transfer to Buyer of all remaining rights related to the Aircraft under the Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Agreement:

AGTA-FED

App. VIII

1

BOEING PROPRIETARY

(1) Buyer acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance; and

(2) Buyer authorizes Seller to exercise, to the exclusion of Buyer all rights and powers of "Customer" with respect to the remaining rights related to the Aircraft under the Agreement. This authorization will continue until Boeing receives written notice from Buyer to the contrary, addressed to Vice President — Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207 (if by mail) or (425)237-1706 (if by facsimile). Until Boeing receives this notice, Boeing is entitled to deal exclusively with Seller as "Customer" with respect to the Aircraft under the Agreement. With respect to the rights, powers, duties and obligations of "Customer" under the Agreement, all actions taken by Seller or agreements entered into by Seller during the period prior to Boeing's receipt of that notice are final and binding on Buyer. Further, any payments made by Boeing as a result of claims made by Seller prior to receipt of such notice are to be made to the credit of Seller.

(3) Seller accepts the authorization set forth in paragraph (2) above, acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those relating to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

(4) Seller agrees to remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Seller

Buyer

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

AGTA-FED

App. VIII

2

BOEING PROPRIETARY

Receipt of the above letter is acknowledged and the transfers of rights under the Agreement with respect to the Aircraft described above are confirmed, effective as of the date indicated below.

The Boeing Company

By _____

Its _____

Dated _____

AGTA-FED

App. VIII

3

BOEING PROPRIETARY

SALE WITH LEASE

[**Notice from 1 st tier Owner/Seller and subsequent Buyer regarding post-delivery sale and lease of an aircraft. Remaining PA rights have been assigned to the new owner; the new owner authorizes a lessee to exercise such rights during the term of a lease.**]

[Date]

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124-2207

Attention: Vice President - Contracts
Mail Code 21-34

Ladies and Gentlemen:

In connection with the sale by ____(Seller) to ____(Purchaser) and subsequent lease of the aircraft identified below, reference is made to the following documents:

1. Purchase Agreement No. ____ dated as of ____, ____, between The Boeing Company (Boeing) and ____(Seller)(the Agreement) under which Seller purchased certain Boeing Model ____aircraft, including the aircraft bearing Manufacturer's Serial No(s). ____(the Aircraft).

2. Aircraft sale agreement dated as of _____, _____, between Seller and _____(Purchaser).

3. Aircraft lease agreement dated as of _____, _____, between _____Purchaser and _____(Lessee)(Lease).

Capitalized terms used herein without definition will have the same meaning as in the Agreement.

Seller has sold the Aircraft, including in that sale the assignment to Purchaser of all remaining rights related to the Aircraft under the Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Agreement:

(1) Seller confirms for the benefit of the Manufacturer it owns and controls the rights it purports to have assigned.

(2) Purchaser agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, [data and documents/Materials], training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance; and

AGTA-FED

App. IX
1

(2) Seller will remain responsible for any payment due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

(3) Purchaser authorizes Lessee during the term of the Lease to exercise, to the exclusion of Purchaser all rights and powers of [“Buyer”/ “Customer”] with respect to the remaining rights related to the Aircraft under the Agreement. This authorization will continue until Boeing receives written notice from Purchaser to the contrary, addressed to Vice President — Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207 (if by mail) or (425)237-1706 (if by facsimile). Until Boeing receives this notice, Boeing is entitled to deal exclusively with Lessee as [“Buyer”/ “Customer”] with respect to the Aircraft under the Agreement. With respect to the rights, powers, duties and obligations of [“Buyer”/“Customer”] under the Agreement, all actions taken by Lessee or agreements entered into by Lessee during the period prior to Boeing’s receipt of that notice are final and binding on Purchaser. Further, any payments made by Boeing as a result of claims made by Lessee prior to receipt of this notice are to be made to the credit of Lessee.

(4) Lessee accepts the authorization set forth in paragraph (3) above, acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, [data and documents/Materials], training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

_____ (Seller)

_____ (Purchaser)

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

_____ (Lessee)

By _____

By _____

Its _____

Its _____

Dated _____

AGTA-FED

App. IX

2

BOEING PROPRIETARY

Receipt of the above letter is acknowledged and the transfers of rights under the Agreement with respect to the Aircraft described above are confirmed, effective as of the date indicated below.

The Boeing Company

By _____

Its Attorney-in-Fact

Date _____

MSN _____

AGTA-FED

App. IX

SAMPLE

Post-Delivery Security

_____, 200____

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention: Vice President - Contracts
Mail Code 21-34

Ladies and Gentlemen:

Reference is made to Purchase Agreement No. ____ dated as of ____, (the "Agreement") between The Boeing Company ("Boeing") and ("Borrower") pursuant to which Borrower purchased from Boeing one (1) Boeing model ____ aircraft bearing Manufacturer's Serial Number ____ (the "Aircraft"). The Agreement incorporates by reference the terms of Aircraft General Terms Agreement AGTA — ___, dated ___, ___, between Borrower and Boeing.

Capitalized terms used herein without definition will have the same meanings as in the Agreement.

Borrower confirms for the benefit of Boeing it owns and controls the rights it purports to assign herein.

In connection with Borrower's financing of the Aircraft, Borrower is entering into a [trust indenture/ mortgage], dated as of ___, 2003, between Borrower and [Indenture Trustee/Mortgagee] [(the Trust Indenture/Mortgage)], which grants a security interest in [the warranty rights/ all of its rights] contained in the Agreement related to the Aircraft (Assigned Rights). Borrower is authorized to exercise the Assigned Rights until such time as the [Indenture Trustee/ Mortgagee] notifies Boeing as provided below that an Event of Default under the [Trust Indenture/ Mortgage] has occurred and is continuing. In connection with this assignment for security purposes, as authorized by the provisions of the Agreement:

AGTA-FED

App. X

1

1. [Indenture Trustee/Mortgagee], as assignee of, and holder of a security interest in, the estate, right, and interest of the Borrower in and to the Agreement pursuant to the terms of a certain [Trust Indenture/Mortgage], acknowledges that it has received copies of the applicable provisions of the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, its rights and remedies under the [Trust Indenture/Mortgage] shall be subject to the terms and conditions of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

2. Borrower is authorized to exercise, to the exclusion of [Indenture Trustee/Mortgagee] all rights and powers of "Customer" under the Agreement, unless and until Boeing receives a written notice from [Indenture Trustee/Mortgagee], addressed to its Vice President — Contracts, Boeing Commercial Airplanes at P.O. Box 3707, Seattle, Washington 98124, Mail Code 21-34 (if by mail), or (425)237-1706 (if by facsimile) that an event of default under the [Trust Indenture/Mortgage] has occurred and is continuing. Until such notice has been given, Boeing will be entitled to deal solely and exclusively with Borrower. Thereafter, until [Indenture Trustee/Mortgagee] has provided Boeing written notice that any such event no longer continues, Boeing will be entitled to deal solely and exclusively with [Indenture Trustee/Mortgagee]. Boeing may act with acquittance and conclusively rely on any such notice.

Borrower will remain responsible to Boeing for any amounts due Boeing with respect to the Aircraft under the Agreement prior to Boeing's receipt of such notice. We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing its acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Indenture Trustee / Mortgagee

By: _____

By: _____

Its:

Its:

Receipt of the above letter is acknowledged and the transfer of rights under the Agreement with respect to the Aircraft described above is confirmed, effective as of the date indicated below.

THE BOEING COMPANY

By: _____

Its: _____

Date: _____

MSN _____

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

AGTA-FED

App. X

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

[Boeing letterhead]

December 12, 2008
6-1162-RRO-1058

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales
Subject: Revised Payment Schedule for certain Boeing Model 777-FREIGHTER Aircraft (Firm Aircraft only)
Reference: Supplemental Agreement No. 3 to Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

Boeing and Customer agree that at the signing of Supplemental Agreement No. 3 Customer will have pre-paid \$94,020,710 (calculated as \$15,801,884,640 dollar-day credit) with regards to certain advance payments for certain Aircraft under Purchase Agreement 3157. Additionally, Customer has pre-paid [*]. (calculated as [*] dollar-day credit) attributed to the recent IAM Strike with regards to certain advance payments for certain Aircraft under Purchase Agreement 3157. These sums will continue to be treated under Purchase Agreement 3157 as advance payments and will collectively be known for purposes herein as the credit (Credit). Boeing and Customer have further agreed that Boeing will hold the Credit and apply the Credit, in whole or in part, to future advance payments becoming due under Purchase Agreement 3157, as directed by Customer.

Customer acknowledges and agrees that the Credit will be used/consumed on/or before the final advance payment for the final Firm Aircraft detailed within Purchase Agreement 3157 between Boeing and Customer.

The above Credit was calculated by Boeing assuming a SA #3 execution date of 12/19/08. A different SA #3 execution date will result in an adjustment to the total dollar-day's available.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

THE BOEING COMPANY

By: /s/ Richard R. Ochs

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President — Aircraft Acquisitions/SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

December 12, 2008
6-1162-RRO-1056

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales
Subject: Confirmation of Delivery months for certain Boeing Model 777-FREIGHTER Aircraft
Reference: a) Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)
b) Boeing Model 777-FREIGHTER Aircraft with Manufacture Serial Numbers (MSN); 37721, 37724 and 37722

Dear Mr. Burkhart:

This letter is to provide Customer with confirmation that the delivery of certain Aircraft has been set by Boeing to their post-strike (2008 IAM Strike) delivery months. Further, Boeing can advise that the post-strike delivery months for the following Aircraft are as follows:

Aircraft	Post-Strike Delivery Month
MSN 37721	September 2009
MSN 37724	November 2009
MSN 37722	December 2009

Boeing agrees and confirms that these Aircraft (MSN 37721, MSN 37724 and MSN 37722) will not be subject to further revised delivery months except by: 1) mutual written agreement between Boeing and Customer, or 2) pursuant to Article 7, "Excusable Delay", of the AGTA-FED, which is incorporated by reference into Purchase Agreement No. 3157 dated November 7, 2006 between The Boeing Company and Federal Express Corporation; provided, however, that the deliveries of the above Aircraft due to an Excusable Delay shall not be earlier than the above referenced post-strike delivery months.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

THE BOEING COMPANY

/s/ Richard R. Ochs

Richard R. Ochs
Regional Director
Aircraft Contracts
Boeing Commercial Airplanes

December 12, 2008
6-1162-RRO-1057

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales
Subject: August 2012 Option Aircraft — Extension of Option Exercise Date
Reference: a) Purchase Agreement 3157 between The Boeing Company (Boeing) and Federal Express Corporation (Customer), dated November 7, 2006, relating to Model 777-FREIGHTER Aircraft (the Aircraft)
b) Letter Agreement 6-1162-RCN-1789 "Option Aircraft" between The Boeing Company (Boeing) and Federal Express Corporation (Customer), dated November 7, 2006, relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

This letter is to advise Customer that Boeing, with regards to Customer's August 2012 Option Aircraft, hereby grants an extension until September 1, 2009, for Customer to exercise this Option. This extension is provided to Customer without additional cost or requirements.

Customer agrees and understand that this extension, of the August 2012 Option Aircraft exercise date, is strictly contingent on Customer's agreement and execution of Supplemental Agreement No. 3 to Purchase Agreement 3157.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

THE BOEING COMPANY

/s/ Richard R. Ochs

Richard R. Ochs
Regional Director
Aircraft Contracts
Boeing Commercial Airplanes

Supplemental Agreement No. 3

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 15 th day of December, 2008, by and between THE BOEING COMPANY, (Boeing), and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7 2006 (“Purchase Agreement”), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER; and

WHEREAS, Customer has completed the configuration of its Boeing Model 777-FREIGHTER Aircraft and wishes to incorporate this configuration into the Purchase Agreement; and

WHEREAS, Customer desires to re-schedule the delivery of certain Boeing Model 777-FREIGHTER Aircraft and Option Aircraft;

S3-1

Supplemental Agreement 3 to
Purchase Agreement No. 3157

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

- All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.
1. Remove and replace, in its entirety, the "Table of Contents" with the Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 3.
 2. In order to incorporate into the Aircraft the features selected by Customer, Exhibit A to the Purchase Agreement is hereby deleted and replaced with a new Exhibit A which is attached hereto.
 3. In order to reschedule all Firm Aircraft, except for the July 2009, September 2009, October 2009, July 2010 and August 2010 Aircraft, and to incorporate into the Aircraft Basic Price the price of the features selected by Customer (paragraph 2 above); Table 1 to the Purchase Agreement is hereby deleted and replaced with a new Table 1 which is attached hereto. Boeing hereby agrees to waive charges for the Aircraft rescheduling herein.
 4. In order to reschedule all Option Aircraft and to incorporate into Option Aircraft Basic Price the price of the features selected by Customer (paragraph 2 above); the attachment to Letter No. 6-1162-RCN-1789 is hereby deleted and replaced with a new attachment to Letter No. 6-1162-RCN-1789 which is attached hereto. Boeing hereby agrees to waive charges for the Option Aircraft rescheduling herein. For the sake of clarity, the parties acknowledge that Customer has not exercised any options under Letter No. 6-1162-RCN-1789 as of the date of this Supplemental Agreement.
 5. Customer agrees that Boeing will retain \$94,020,710 of pre-paid advance payments that result from the matters set forth in paragraphs 2 and 3. Such amount will continue to be treated under the Purchase Agreement as advance payments, except that Boeing will apply such amount, in whole or in part, to future advance payment(s) by Customer becoming due under the Purchase Agreement subsequent to the date of this Supplemental Agreement, as directed by Customer.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Richard R. Ochs

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President — Aircraft Acquisitions/SAO

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3157-01 777 Spare Parts Initial Provisioning

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6-1162-RCN-1798 777 Boeing Converted Freighter

6-1162-RCN-1799 Promotional Support Agreement

P.A. No. 3157

SA 3

SUPPLEMENTAL AGREEMENTS

DATED AS OF:

Supplemental Agreement No. 1

May 12, 2008

Supplemental Agreement No. 2

July 14, 2008

Supplemental Agreement No. 3

December 15, 2008

P.A. No. 3157

SA 3

AIRCRAFT CONFIGURATION

Dated December 15, 2008

relating to

BOEING MODEL 777-FREIGHTER AIRCRAFT

Customer Detail Specification is D019W007FED7F-1-NEW. Such Detail Specification will be comprised of Boeing Configuration Specification D019W007-Rev B dated as of May 30, 2008, plus any changes applicable to the basic model 777-Freighter aircraft and as amended to incorporate the Options attached hereto. As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification.

Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

Supplemental Agreement No. 3

CR	Title	2006\$ 15 A/P'S Price Per A/C
0110-000039	MAJOR MODEL 777 AIRPLANE	[*]
0110B750A90	MINOR MODEL 777 FREIGHTER AIRPLANE	[*]
0220-000040	FAA TYPE CERTIFICATION	[*]
0221-000002	DISPATCH WITH GEAR EXTENDED FOR REVENUE FLIGHT	[*]
0221B401A44	ENGINE INOPERATIVE TEN MINUTE TAKEOFF THRUST OPERATION	[*]
0228-000032	OPERATIONS MANUAL IN FAA FORMAT	[*]
0228C417D40	AIRPLANE FLIGHT MANUAL	[*]
0229C608D26	PERFORMANCE — CERTIFICATION FOR OPERATION AT AIRPORTS WITH PRESSURE ALTITUDES UP TO 9800 FEET AND AUTOPILOT CAPABILITY AT AIRPORTS WITH A MAXIMUM FIELD ELEVATION OF 8,500 FEET	[*]
0252B299A35	INSTRUMENTATION, AIRPLANE AND FUEL MEASURING STICK MANUALS IN ENGLISH UNITS — TEMPERATURE IN DEGREES CELSIUS	[*]
0315C417D42	CERTIFIED OPERATIONAL WEIGHTS AND STRUCTURAL DESIGN WEIGHT — 777 — FREIGHTER	[*]
1110C874H30	EXTERIOR COLOR SCHEME AND MARKINGS — ENGINE NACELLES COLOR	[*]
1110C874H32	EXTERIOR COLOR SCHEME AND MARKINGS	[*]
1137C703A41	CARGO MARKINGS — FORWARD CARGO COMPARTMENT	[*]
1138C703A42	CARGO MARKINGS — AFT CARGO COMPARTMENT	[*]
1139C703A40	CARGO MARKINGS — MAIN DECK CARGO COMPARTMENT	[*]
2210-000003	AUTOFLIGHT — INHIBIT GLIDE SLOPE CAPTURE PRIOR TO LOCALIZER CAPTURE	[*]
2210-000030	AUTOFLIGHT — THREE DIGIT MACH NUMBER ON MODE CONTROL PANEL	[*]
2210-000036	AUTOFLIGHT — HEADING HOLD AT AUTOPILOT COMMAND ENGAGE	[*]
2210C594A11	AUTOFLIGHT — ENABLE LNAV ENGAGEMENT ON TAKEOFF GO-AROUND	[*]
2311-000137	HF COMMUNICATIONS — PARTIAL PROVISIONS FOR DUAL ARINC 753 HF DATALINK	[*]
2311B401A30	HF COMMUNICATIONS — ARINC 753 DUAL HF TRANSCEIVERS — AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) — HF DATALINK ACTIVATION — AIRLINE OPERATIONAL COMMUNICATIONS ONLY	[*]
2311B401A39	HF COMMUNICATIONS — EQUIPMENT INSTALLATION OF DUAL ROCKWELL HF VOICE/DATA TRANSCEIVERS — P/N 822-0990-004 AND DIGITAL HF COUPLERS — P/N 822-0987-004 BFE/SPE	[*]
2312-000703	VHF COMMUNICATIONS — ACTIVATION OF 8.33 KHZ CHANNEL SPACING	[*]
2312B401A87	VHF COMMUNICATIONS — EQUIPMENT INSTALLATION OF TRIPLE ROCKWELL ARINC 750 VHF-2100 TRANSCEIVERS WITH 8.33 KHZ CHANNEL SPACING, VDL MODE 2, AND CMC INTERFACE CAPABILITY — P/N 822-1287-101 — BFE/SPE	[*]
2315C581A25	SATCOM — AVIONICS EQUIPMENT INSTALLATION — ARINC 781 AERO-H+ AND SWIFTBROADBAND — THALES TOPFLIGHT SERIES — BFE/SPE	[*]
2315C988A06	SATCOM — ANTENNA EQUIPMENT INSTALLATION — ARINC 781 COMPACT HIGH GAIN ANTENNA — CHELTON HGA-7001 ANTENNA SYSTEM WITH TYPE F DIPLEXER — FREIGHTER — BFE/SPE	[*]
2321-000050	SELCAL — AVTECH FIVE CHANNEL DECODER — P/N 1200008-000 — BFE/SPE	[*]
2322C926A04	AIRCRAFT COMMUNICATIONS ADDRESSING AND REPORTING SYSTEM (ACARS) — AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) ACTIVATION — VHF DATALINK MODE 2	[*]
2324C164C74	EMERGENCY LOCATOR TRANSMITTER — FIXED/AUTOMATIC INSTALLATION — ELTA P/N 01N65900 — BFE	[*]
2351-000033	HAND HELD MICROPHONE — CAPTAIN AND FIRST OFFICER — ELECTROVOICE — P/N 903-1342 — BFE/SPE	[*]
2351-000035	HAND HELD MICROPHONE — FIRST OBSERVER — ELECTROVOICE — P/N 903-1342 — BFE/SPE	[*]
2351-000042	CONTROL WHEEL PUSH TO TALK (PTT) SWITCH — STANDARD THREE POSITION	[*]
2351-000044	AUDIO CONTROL PANEL — SECOND OBSERVER	[*]
2351A213B78	BOOM MICROPHONE HEADSETS — CAPTAIN, FIRST OFFICER AND FIRST OBSERVER — TELEX AIRMAN 750 — P/N 64300-200 — BFE/SPE	[*]
2351A213B79	BOOM MICROPHONE HEADSET — SECOND OBSERVER — TELEX AIRMAN 750 — P/N 64300-200 — BFE/SPE	[*]
2371-000092	SOLID STATE VOICE RECORDER ED56A P/N 980-6022-001 — AND SOLID STATE REMOTE AREA MICROPHONE P/N 980-6115-001 & CONTROL PANEL ED56A P/N 980-6117-004 — HONEYWELL — 2 HOUR RECORDING TIME. BFE/SPE	[*]
2431-000013	NO BATTERY POWERED POSITION LIGHTS AND DC BACKUP POWER — TOWING OPERATION	[*]
2454C608E40	AC POWER OUTLETS — INSTALLATION IN FLIGHT DECK BY THE SECOND OBSERVER'S SEAT — UK STYLE OUTLET WITH IN-SEAT POWER SUPPLY (ISPS) — ASTRONICS 110 VAC	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

CR	Title	2006\$ 15 A/P'S Price Per A/C
2454C896A15	POWER OUTLETS — INSTALLATION — ADDITIONAL ELECTRICAL POWER SUPPLIES NEAR THE SUPERNUMERARY SEATS FOR THE USE OF PERSONAL COMPUTERS — ASTRONICS 110 VAC	[*]
2513A552A92	FLIGHT COMPARTMENT ASHTRAYS — DO NOT INSTALL	[*]
2513B299A22	MISCELLANEOUS STOWAGE — PILOT CONSOLES — FLIGHT DECK	[*]
2519C898D77	CURTAIN — INSTALLATION — ACOUSTIC AND LIGHT IMPROVEMENT — FLIGHT DECK	[*]
2524C204D42	FULL HEIGHT STOWAGE UNIT — FLOOR MOUNTED — AFT OF THE LAVATORY	[*]
2524C204D43	MID HEIGHT STOWAGE UNIT — FLOOR MOUNTED	[*]
2524C204D44	OVERHEAD STOWAGE UNIT — CEILING MOUNTED	[*]
2527C204G19	FLOOR COVERING — INSTALLATION — VINYL MAT THROUGHOUT THE SUPERNUMERARY AREA	[*]
2530C874E37	GALLEY INSERTS — SUPERNUMERARY COMPARTMENT	[*]
2530C896A10	GALLEY — SUPERNUMERARY COMPARTMENT	[*]
2552-000059	CARGO COMPARTMENT FULL FLOOR — AFT LOWER HOLD CARGO COMPARTMENT	[*]
2552-000083	CARGO COMPARTMENT FULL FLOOR — FORWARD CARGO COMPARTMENT	[*]
2552-000318	SLOPING SIDEWALL — FORWARD CARGO COMPARTMENT — 0.050-INCH-THICK BMS 8-223	[*]
2552-000319	SLOPING SIDEWALL — AFT CARGO COMPARTMENT — 0.050-INCH-THICK BMS 8-223	[*]
2557C703A39	MAIN DECK CARGO HANDLING — PAINTED NON-SKID WALKWAYS	[*]
2558C703A34	MAIN DECK CARGO RESTRAINTS — REMOVE CENTERLINE LOADING HARDWARE- SFE	[*]
2558C703A36	MAIN DECK CARGO RESTRAINTS — CIVIL RESERVE AIR FLEET (CRAF) CONFIGURATION — PROVISIONS	[*]
2558C703A54	MAIN DECK CARGO RESTRAINTS — ADDITIONAL CAPABILITY FOR 14 AYY CONTAINERS	[*]
2560-000207	HALON FIRE EXTINGUISHER — FLIGHT DECK — WALTER KIDDE	[*]
2560C204E95	PROTECTIVE BREATHING EQUIPMENT — FLIGHT DECK — AVOX	[*]
2560C204E99	CREW LIFE VESTS — FLIGHT DECK, WITH SECOND OBSERVER — AIR CRUISERS	[*]
2562C204F36	LIFE VESTS — SUPERNUMERARY — AIR CRUISERS	[*]
2562C874H27	EMERGENCY LOCATOR TRANSMITTER — PORTABLE	[*]
2564C204F02	PROTECTIVE BREATHING EQUIPMENT — SUPERNUMERARY — AVOX	[*]
2564C204G43	FIRST AID KIT — FAA	[*]
2564C874E39	PORTABLE OXYGEN BOTTLE W/ FULL FACE MASK — AVOX SYSTEMS INC — BFE	[*]
2564C874E40	HALON FIRE EXTINGUISHER — AMEREX — BFE	[*]
2564C874G77	FLASHLIGHT DELETION — SUPERNUMERARY	[*]
2564C874G78	PORTABLE OXYGEN W/MASK — AVOX SYSTEMS INC — BFE/SPE	[*]
2564C874H48	POLAR KIT STORAGE	[*]
2622-000017	ENGINE/APU FIRE EXTINGUISHER BOTTLES — COMMON BOTTLE	[*]
2625C896A09	FIRE EXTINGUISHING — TUBING AND DISCONNECTS FOR MAIN DECK SAX CONTAINERS	[*]
2821-000010	REFUELING ADAPTERS — RIGHT WING	[*]
2911-000003	AC MOTOR-DRIVEN HYDRAULIC PUMPS — EATON (VICKERS) S270T201-7	[*]
2911-000025	ENGINE-DRIVEN HYDRAULIC PUMPS — EATON (VICKERS) S271W110	[*]
3131-000187	DIGITAL FLIGHT DATA RECORDER — ALLIEDSIGNAL — 256 WORDS PER SECOND MAXIMUM DATA RATE — P/N 980-4700-042 BFE/SPE	[*]
3133B628B13	FLIGHT COMPARTMENT PRINTER — GRAPHICS CAPABLE (ARINC 744A) MULTIPORT THERMAL PRINTER WITH ARINC 429 AND ETHERNET PORTS — INSTALLATION	[*]
3135C174A06	QUICK ACCESS RECORDER (QAR) — PENNY AND GILES — WITH PCMCIA CARD — P/N D52000-64000 — BFE/SPE	[*]
3143-000013	AIMS AIRPLANE MODIFIABLE (AMI) SOFTWARE — INSTALLATION AFTER DELIVERY AND BEFORE FLYAWAY	[*]
3143A068A03	DUAL ELECTRONIC CHECKLIST DATABASE	[*]
3143A207D22	AIMS — SOFTWARE ACTIVATION — DISABLE ENTRY OF GROSS WEIGHT ON “PERF INIT” PAGE	[*]
3143C926A05	AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) — OPERATIONAL PROGRAM CONFIGURATION FILE ACTIVATION — FLIGHT INFORMATION DATALINK COMMUNICATIONS MENU — ARINC 623 AIR TRAFFIC SERVICE MESSAGES	[*]
3143C926A06	AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) — OPERATIONAL PROGRAM CONFIGURATION FILE ACTIVATION — MAINTENANCE ENHANCEMENT PACKAGE	[*]
3150A213A18	AURAL ADVISORY OF ALTITUDE APPROACH — FLIGHT DECK	[*]
3151-000042	FIREBELL AURAL WARNING — 1 SECOND ON, 9 SECONDS OFF	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

CR	Title	2006\$ 15 A/P'S Price Per A/C
3151-000046	AUTOPilot DISCONNECT — AURAL WARNING SIREN — AURAL WARNING AND MASTER WARNING LIGHT INHIBITED WHEN AUTOPilot DISCONNECT SWITCH IS DOUBLE PRESSED QUICKLY	[*]
3151A065A47	RESETTABLE OVERSPEED AURAL WARNING — SIREN	[*]
3151A552C02	TAKEOFF CONFIGURATION CHECK SWITCH — FORWARD AISLE STAND PANEL	[*]
3151C175A07	FLIGHT MANAGEMENT COMPUTER (FMC) — CAUTION AND WARNING SYSTEMS — ACTIVATION — TAKEOFF RUNWAY DISAGREE ALERT	[*]
3161-000002	DOOR SYNOPTIC AND EICAS MESSAGE — PASSENGER DOOR SLIDE/RAFT ARMING HANDLE POSITION INDICATION — AUTO, MANUAL AND AUTO/MANUAL MESSAGES	[*]
3161-000167	ANNUNCIATION FOR LOSS OF RIGHT OR LEFT FMCS — EICAS ADVISORY MESSAGE	[*]
3161-000168	FLIGHT DECK COMMUNICATIONS FUNCTION (FDCF) AUTOMATIC RESET — ACTIVATION	[*]
3161-000169	ANNUNCIATION FOR SATELLITE VOICE COMMUNICATION CAPABILITY — EICAS	[*]
3161-000170	ANNUNCIATION FOR DATALINK AVAILABILITY — EICAS	[*]
3161A425A45	VMO/MMO OVERSPEED EICAS STATUS MESSAGE AND VFE OVERSPEED EICAS STATUS MESSAGE WITH FLAP/SLAT POSITION SNAPSHOT — FLIGHT DECK	[*]
3162-000022	FLIGHT DIRECTOR COMMAND DISPLAY — SPLIT AXIS — ADI	[*]
3162-000030	RISING RUNWAY — DISPLAYED ON THE ADI	[*]
3162-000036	LANDING ALTITUDE REFERENCE BAR — PRIMARY FLIGHT DISPLAY	[*]
3162-000040	BARO MINIMUMS POINTER — DISPLAYED ON SELECTION OF RADIO ALTITUDE MINMUMS — PRIMARY FLIGHT DISPLAY	[*]
3162-000044	TCAS RESOLUTION ADVISORY — VSI	[*]
3162-000051	ILS LOCALIZER DEVIATION EXPANDED SCALE — AUTOPilot OR FLIGHT DIRECTOR MODE	[*]
3162-000060	MAP MODE ORIENTATION — HEADING UP — NAVIGATION DISPLAY	[*]
3162-000062	GRID HEADING — NAVIGATION DISPLAY	[*]
3162-000064	RANGE ARCS — NAVIGATION DISPLAY	[*]
3162-000084	TCAS 3 NM RANGE RING — NAVIGATION DISPLAY	[*]
3162-000211	VREF AND SELECTED FLAP POSITION — PRIMARY FLIGHT DISPLAY	[*]
3162-000218	GROUND SPEED — DISPLAYED BELOW AIRSPEED TAPE WHEN MACH NUMBER IS NOT DISPLAYED — PRIMARY FLIGHT DISPLAY	[*]
3162C594A07	NAVIGATION PERFORMANCE SCALES (NPS) AND REQUIRED NAVIGATION PERFORMANCE (RNP) ENHANCEMENTS — AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) — PRIMARY FLIGHT DISPLAY AND NAVIGATION DISPLAY	[*]
3162C594A22	PRIMARY FLIGHT DISPLAY — AIMS — VNAV SPEED BAND — ENABLE	[*]
3245B047A08	BRAKES — CARBON — HIGH CAPACITY — MESSIER — BUGATTI	[*]
3245B047A09	WHEELS AND TIRES — MAIN LANDING GEAR — HIGH GROSS WEIGHT WHEELS — MESSIER — BUGATTI — INSTALLATION WITH SFE 36 PR, 235 MPH RADIAL TIRES.	[*]
3245B047A10	WHEELS AND TIRES — NOSE LANDING GEAR — WHEELS — MESSIER — BUGATTI — INSTALLATION WITH SFE 32 PR, 235 MPH RADIAL TIRES	[*]
3324C198A28	PASSENGER INFORMATION SIGNS — NO SMOKING SIGN — PERMANENT ILLUMINATION AND NO SMOKING FLIGHT DECK SELECTOR SWITCH REMOVAL	[*]
3430B721B13	ILS/GPS MULTI-MODE RECEIVER (MMR) — GNSS LANDING SYSTEM (GLS) — PARTIAL PROVISIONS FOR GLS CAT I OPERATIONS	[*]
3430B866A33	ILS/GPS MULTI-MODE RECEIVER (MMR) — ROCKWELL COLLINS — P/N 822-1821-001 — BFE/SPE	[*]
3433-000032	RADIO ALTIMETER (RA) — ROCKWELL INTERNATIONAL CORP — P/N 822-0334-002 — BFE/SPE	[*]
3436C896A17	HEAD-UP DISPLAY (HUD) — SPACE AND PARTIAL WIRING PROVISIONS FOR COMMON HUD SYSTEM INSTALLATION WITH CONTROL DISPLAY UNIT INTERFACE	[*]
3436C896A18	ENHANCED VISION SYSTEM (EVS) — SPACE AND PARTIAL WIRING PROVISIONS WITH A COMMON HUD SYSTEM PROVISIONS	[*]
3436C896A19	FEDEX — HEAD UP DISPLAY (HUD) SYSTEM — EXPANDED WIRING, MOUNTING AND COOLING PROVISIONS FOR HUD COMPUTER AND ENHANCED FLIGHT VISION SYSTEM (EFVS) COMPUTER	[*]
3443C739A02	DUAL WEATHER RADAR SYSTEM — HONEYWELL INTERNATIONAL INC. — MODEL RDR-4000 WEATHER RADAR — INSTALLATION — BFE/SPE	[*]
3443C739A03	DUAL WEATHER RADAR CONTROL PANEL — RDR-4000 RADAR SYSTEM — HONEYWELL P/N 930-6101-001 — BFE/SPE	[*]
3445C594A55	TCAS SYSTEM — ACSS TCAS COMPUTER P/N 9003500-10901 — TCAS CHANGE 7 COMPLIANT — BFE/SPE	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

CR	Title	2006\$ 15 A/P'S Price Per A/C
3446-000049	500 SMART CALLOUT INHIBITED	[*]
3446C174A14	ENHANCED GROUND PROXIMITY WARNING SYSTEM (EGPWS) — BANK ANGLE CALLOUT (VARIABLE CALLOUT BELOW 130 FT) — ENABLE	[*]
3446C608F25	GROUND PROXIMITY WARNING SYSTEM — MODE 6 ALTITUDE CALLOUTS — RADIO ALTIMETER AT 1000, 500, 100, 50, 40, 30, 20, 10 — ACTIVATION	[*]
3451-000022	VOR/MARKER BEACON — ROCKWELL RECEIVER P/N 822-0297-001 — BFE/SPE	[*]
3453C608E39	AUTOMATIC DEPENDENT SURVEILLANCE — BROADCAST (ADS-B) — ADS-B GUIDANCE DISPLAY — PARTIAL WIRING PROVISIONS	[*]
3453C608E55	AUTOMATIC DEPENDENT SURVEILLANCE — BROADCAST (ADS-B) — CDTI ARINC 429 BUS WIRING BETWEEN EFB AND TCAS PROCESSOR — PARTIAL WIRING PROVISIONS	[*]
3453C896A24	ATC SYSTEM — ACSS ATC TRANSPONDER P/N 7517800-11009 ELS/EHS/ES AND TCAS CHANGE 7 COMPLIANT — GABLES CONTROL PANEL P/N G7156-01 — BFE/SPE	[*]
3453C898E41	AIR TRAFFIC CONTROL TRANSPONDER SYSTEM — TRAFFIC COLLISION AND AVOIDANCE SYSTEM (TCAS) AIRPLANE PERSONALITY MODULE WIRING PROVISIONS	[*]
3455-000019	DISTANCE MEASURING EQUIPMENT (DME) — ROCKWELL INTERROGATOR P/N 822-0329-001 — BFE/SPE	[*]
3457-000214	AUTOMATIC DIRECTION FINDER (ADF) — DUAL SYSTEM — ROCKWELL ADF-900 SERIES — ADF RECEIVER P/N 822-0299-001; ADF ANTENNA P/N 822-5404-003 — BFE/SPE	[*]
3461A031A07	TAKE OFF 1 AND 2 DERATE PROMPTS IN FMC'S THRUST LIMIT PAGE — DELETE	[*]
3461A213A09	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) — NON-DIRECTIONAL RADIO BEACON (ADF) APPROACHES	[*]
3461A213A10	FMCS — ENHANCED FIX PAGE CAPABILITIES	[*]
3461A213A12	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) — DISPLAY OF VERTICAL BEARING, FLIGHT PATH ANGLE (FPA) AND VERTICAL SPEED	[*]
3461A425A05	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) — RUNWAY DISTANCE AND OFFSET POSITION SHIFT IN UNITS OF FEET	[*]
3461A425A08	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) — FLIGHT CREW ALERTNESS MONITORING — ENABLE	[*]
3461A425A10	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) — NAVIGATION DATABASE — CUSTOMER SUPPLIED	[*]
3461A425A23	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) — QUICK REFERENCE HANDBOOK (QRH) — TAKEOFF SPEEDS- DISPLAYED	[*]
3461C739A08	FMCS — PROVIDE REQUIRED NAVIGATION PERFORMANCE (RNP) VALUES WITH 0.3 NM APPROACH	[*]
3511-000012	REMOTE CREW OXYGEN FILL STATION	[*]
3511B873B93	CREW OXYGEN MASK — FULL FACE MASK WITH BUILT-IN SMOKE GOGGLES — SECOND OBSERVER — EROS — BFE/SPE	[*]
3511B873B94	CREW OXYGEN MASK — FULL FACE MASK WITH BUILT-IN SMOKE GOGGLES — FIRST OBSERVER — EROS — BFE/SPE	[*]
3511B873B95	CREW OXYGEN MASKS — FULL FACE MASK WITH BUILT-IN SMOKE GOGGLES — CAPTAIN AND FIRST OFFICER — EROS — BFE/SPE	[*]
3511C874C91	SUPPLEMENTAL OXYGEN SYSTEM WITHIN CREW REST AND LAVATORY OF THE SUPERNUMERARY AREA	[*]
3520-000197	REMOTE PASSENGER OXYGEN FILL STATION	[*]
3520C485C02	QUICK DONNING OXYGEN MASKS — SUPERNUMERARY — BFE/SPE	[*]
3520C874H46	OXYGEN SYSTEM PROVISIONS TO SUPPORT EXTENDED OPERATIONAL CAPABILITY	[*]
4610B872A04	ELECTRONIC FLIGHT BAG (EFB) — INSTALLATION	[*]
4610C164A11	CUSTOMER UNIQUE ELECTRONIC FLIGHT BAG (EFB) SOFTWARE INSTALLATION — AFTER DELIVERY AND BEFORE FLYAWAY	[*]
4610C398C10	ELECTRONIC FLIGHT BAG (EFB) — CUSTOMER UNIQUE SOFTWARE INSTALLATION — CUSTOMER WALK AND CUSTOMER ACCEPTANCE FLIGHTS	[*]
4610C594A09	ELECTRONIC FLIGHT BAG (EFB) SYSTEM — AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) — ACTIVATION OF ARINC 724B ACARS INTERFACE	[*]
4610C608C41	ELECTRONIC FLIGHT BAG (EFB) INSTALLATION — E- ETHERNET INTERFACE BETWEEN FLIGHT COMPARTMENT PRINTER AND EFB'S RIGHT ELECTRONICS UNIT	[*]
4610C608E37	AIRPLANE GENERAL INFORMATION SYSTEMS — TWO ETHERNET 10/100 BASE-T BUSES BETWEEN MAIN EQUIPMENT CENTER AND SUPERNUMERARY OVERHEAD STOWAGE COMPARTMENT — PARTIAL WIRING PROVISIONS	[*]
4610C896A31	AIRPLANE GENERAL INFORMATION SYSTEMS — ONBOARD NETWORK SYSTEM (ONS) — PARTIAL PROVISIONS	[*]
4610C991B48	AIRPLANE GENERAL INFORMATION SYSTEMS — ONBOARD NETWORK SYSTEM (ONS) — NETWORK INTERFACE PARTIAL PROVISIONS — FLIGHT COMPARTMENT INTERFACE PORT	[*]

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Exhibit A to
Purchase Agreement No. 3157

CR	Title	2006\$ 15 A/P'S Price Per A/C
4900-000016	MUFFLER IN APU EXHAUST SYSTEM	[*]
5250C896A20	LOCKABLE RIGID CARGO BARRIER (RCB) DOORS	[*]
7200-000412	GE PROPULSION SYSTEM	[*]
7200A519A02	GENERAL ELECTRIC ENGINES — GE90-110B1L THRUST RATING	[*]
7430C164D94	IGNITION SWITCHING — GENERAL ELECTRIC GE90 ENGINES — FLIGHT DECK — ENGINE CONTROL PANEL — DELETION OF MANUAL SELECTION OF CONTINUOUS IGNITION	[*]
7900C483C85	LUBRICATING OIL — BP2197	[*]
OPTIONS: 161	TOTALS:	[*]

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Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 4

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 9th day of January 2009, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the Aircraft); and

WHEREAS, Customer desires to re-schedule the delivery of certain Aircraft as follows;

Current Delivery Month per SA # 3	Revised Delivery Month
[*]	[*]
[*]	[*]

WHEREAS, Customer desires to exercise fifteen (15) Option Aircraft, in accordance with Letter Agreement 6-1162-RCN-1789, hereinafter defined as the Block B Aircraft, and re-schedule the deliveries of the Block B Aircraft as follows;

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Supplemental Agreement 4 to
Purchase Agreement No. 3157

WHEREAS, Customer desires to add fifteen (15) new Option Aircraft to the Purchase Agreement with delivery months as follows;

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Supplemental Agreement 4 to
Purchase Agreement No. 3157

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 4.
2. Remove and replace, in its entirety, Table 1 to the Purchase Agreement with the revised Table 1 attached hereto to reflect the reschedule of two (2) Aircraft from [*] to [*].
3. Customer hereby exercises its option for all fifteen (15) of the Block B Aircraft, and Boeing hereby acknowledges and confirms such exercise. A new Table 1B attached hereto is added to the Purchase Agreement to incorporate the revised delivery dates and pricing of the Block B Aircraft.
 - 3.1 Boeing hereby acknowledges Customer has previously paid deposits for the Block B Aircraft in the amount of \$[*] per Aircraft, which amount shall be credited by Boeing to the one percent (1%) advance payment due at signing of this Supplemental Agreement No. 4 with respect to the exercise of the option for the Block B Aircraft. [*]
 - 3.2 Customer and Boeing agree that the Block B Aircraft will be subject to and benefit from the same terms and conditions as the Aircraft except as set forth herein and in writing signed by the authorized representatives of the parties.
 - 3.3 Customer and Boeing agree that Letter Agreement 6-1162-RCN-1790 “Special Matters” is applicable only to the Aircraft shown in Table 1 and a new Letter Agreement 6-1162-RRO-1066 “Special Matters for Block B Aircraft” is added and is applicable only to the Block B Aircraft.
 - 3.4 Letter Agreement 6-1162-RRO-1068 titled “Special Provision — Block B Aircraft” is hereby added to the Purchase Agreement to reflect certain agreements between Customer and Boeing with respect to the Block B Aircraft.

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Supplemental Agreement 4 to
Purchase Agreement No. 3157

4. Letter Agreement 6-1162-RRO-1062 titled “Option Aircraft” is hereby added to the Purchase Agreement to incorporate the fifteen (15) new Option Aircraft.
 - 4.1 Customer and Boeing agree that Option Aircraft, once exercised, will be subject to and benefit from the same terms and conditions as the Aircraft unless expressly provided otherwise in a writing signed by the authorized representatives of the parties.
5. Letter Agreement 6-1162-RRO-1067 titled “Special Matters for Options as detailed in Letter Agreement 6-1162-RRO-1067” is added to the Purchase Agreement and is applicable only to the Option Aircraft under Letter Agreement 6-1162-RRO-1062.
6. Remove and replace, in its entirety, Letter Agreement 6-1162-RCN-1798 to the Purchase Agreement with Letter Agreement 6-1162-RCN-1798R1 attached hereto to reflect that [*].
7. Exhibit A1 is hereby added to the Purchase Agreement to incorporate a revised Detail Specification for the Block B Aircraft.
8. Remove and replace, in its entirety, Exhibit A to the Purchase Agreement with the revised Exhibit A attached hereto to reflect the Parties agreement and understanding.
9. Letter Agreement 6-1162-RRO-1065 titled “Block B Aircraft Performance Guarantees” is hereby added to the Purchase Agreement, and incorporated by reference into Letter Agreement 6-1162-RCN-1785, to reflect revised performance guarantees applicable to the Block B Aircraft.
10. [*]
11. [*]
12. Boeing and Customer agree that dollar-day neutral means that for each day the payment of a dollar of advance payments is deferred, payment of another dollar of advance payments is accelerated one day. For the avoidance of doubt, it is further agreed that the dollar day concept (neutral) is only applicable to Aircraft advance payments (also referred to as pre delivery payments — PDPs) and can not be used for Aircraft deposits nor Aircraft final/delivery payments unless specifically agreed to in writing by Boeing.
13. [*]

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Supplemental Agreement 4 to
Purchase Agreement No. 3157

14. This Supplemental Agreement shall not be effective unless and until, and the matters expressed herein are expressly conditioned upon, Customer receiving approval from the board of directors of Customer's parent company, FedEx Corporation. Should such approval not be granted and confirmed in writing by Customer to Boeing by no later than January 14, 2009, this Supplemental Agreement shall automatically terminate and be null and void in all respects, and neither party shall owe any obligation to the other party with respect to the matters expressed herein; provided, however, no such termination shall otherwise impact the parties' rights and obligations existing under the Purchase Agreement prior to this Supplemental Agreement. For the sake of clarity, neither party shall be deemed to be in default hereunder for failing to have performed any obligation created under this Supplement Agreement, including without limitation any payment obligation, prior to the receipt by Boeing of the aforementioned written confirmation.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Richard R. Ochs

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President — Aircraft Acquisitions/SAO

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1. Quantity, Model and Description
2. Delivery Schedule
3. Price
4. Payment
5. Miscellaneous

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1B Block B Aircraft Information Table	4

EXHIBIT

A. Aircraft Configuration	4
A1. Aircraft Configuration (Block B Aircraft)	4
B. Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

AE1. Escalation Adjustment/Airframe and Optional Features	
CS1. Customer Support Variables	
EE1. Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1. Service Life Policy Components	

P.A. No. 3157

SA4

<u>LETTER AGREEMENT</u>		<u>SA NUMBER</u>
3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066	Special Matters for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision — Block B Aircraft	4
P.A. No. 3157		SA4

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SUPPLEMENTAL AGREEMENTS

Supplemental Agreement No. 1	DATED AS OF:
	May 12, 2008
Supplemental Agreement No. 2	
	July 14, 2008
Supplemental Agreement No. 3	
	December 15, 2008
Supplemental Agreement No. 4	
	January 9, 2009
P.A. No. 3157	
	SA4

AIRCRAFT CONFIGURATION

Dated January 9, 2009

relating to

BOEING MODEL 777-FREIGHTER AIRCRAFT

Customer Detail Specification is D019W007FED7F-1, Rev NEW. Such Detail Specification will be comprised of Boeing Configuration Specification D019W007-Rev B dated as of May 30, 2008, and as amended to incorporate the Options attached hereto. As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification.

Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

Supplemental Agreement No. 4

CR	Title	2006\$ 15 A/P'S Price Per A/C	2006\$ Block B A/C Price Per A/C
0110-000039	MAJOR MODEL 777 AIRPLANE	[*]	[*]
0110B750A90	MINOR MODEL 777 FREIGHTER AIRPLANE	[*]	[*]
0220-000040	FAA TYPE CERTIFICATION	[*]	[*]
0221-000002	DISPATCH WITH GEAR EXTENDED FOR REVENUE FLIGHT	[*]	[*]
0221B401A44	ENGINE INOPERATIVE TEN MINUTE TAKEOFF THRUST OPERATION	[*]	[*]
0228-000032	OPERATIONS MANUAL IN FAA FORMAT	[*]	[*]
0228C417D40	AIRPLANE FLIGHT MANUAL	[*]	[*]
0229C608D26	PERFORMANCE - CERTIFICATION FOR OPERATION AT AIRPORTS WITH PRESSURE ALTITUDES UP TO 9800 FEET AND AUTOPILOT CAPABILITY AT AIRPORTS WITH A MAXIMUM FIELD ELEVATION OF 8,500 FEET	[*]	[*]
0252B299A35	INSTRUMENTATION, AIRPLANE AND FUEL MEASURING STICK MANUALS IN ENGLISH UNITS - TEMPERATURE IN DEGREES CELSIUS	[*]	[*]
0315C417D42	CERTIFIED OPERATIONAL WEIGHTS AND STRUCTURAL DESIGN WEIGHT- 777-FREIGHTER	[*]	[*]
1110C874H30	EXTERIOR COLOR SCHEME AND MARKINGS - ENGINE NACELLES COLOR	[*]	[*]
1110C874H32	EXTERIOR COLOR SCHEME AND MARKINGS	[*]	[*]
1137C703A41	CARGO MARKINGS - FORWARD CARGO COMPARTMENT	[*]	[*]
1138C703A42	CARGO MARKINGS - AFT CARGO COMPARTMENT	[*]	[*]
1139C703A40	CARGO MARKINGS - MAIN DECK CARGO COMPARTMENT	[*]	[*]
2210-000003	AUTOFLIGHT - INHIBIT GLIDE SLOPE CAPTURE PRIOR TO LOCALIZER CAPTURE	[*]	[*]
2210-000030	AUTOFLIGHT - THREE DIGIT MACH NUMBER ON MODE CONTROL PANEL	[*]	[*]
2210-000036	AUTOFLIGHT - HEADING HOLD AT AUTOPILOT COMMAND ENGAGE	[*]	[*]
2210C594A11	AUTOFLIGHT - ENABLE LNAV ENGAGEMENT ON TAKEOFF GO-AROUND	[*]	[*]
2311-000137	HF COMMUNICATIONS - PARTIAL PROVISIONS FOR DUAL ARINC 753 HF DATALINK	[*]	[*]
2311B401A30	HF COMMUNICATIONS- ARINC 753 DUAL HF TRANSCEIVERS - AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) - HF DATALINK ACTIVATION - AIRLINE OPERATIONAL COMMUNICATIONS ONLY	[*]	[*]
2311B401A39	HF COMMUNICATIONS - EQUIPMENT INSTALLATION OF DUAL ROCKWELL HF VOICE/DATA TRANSCEIVERS - P/N 822-0990-004 AND DIGITAL HF COUPLERS - P/N 822-0987-004 BFE/SPE	[*]	[*]
2312-000703	VHF COMMUNICATIONS - ACTIVATION OF 8.33 KHZ CHANNEL SPACING	[*]	[*]

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Supplemental Agreement No. 4

CR	Title	2006\$ 15 A/P'S Price Per A/C	2006\$ Block B A/C Price Per A/C
2312B401A87	VHF COMMUNICATIONS - EQUIPMENT INSTALLATION OF TRIPLE ROCKWELL ARINC 750 VHF-2100 TRANSCEIVERS WITH 8.33 KHZ CHANNEL SPACING, VDL MODE 2, AND CMC INTERFACE CAPABILITY - P/N 822-1287-101 - BFE/SPE	[*]	[*]
2315C581A25	SATCOM - AVIONICS EQUIPMENT INSTALLATION - ARINC 781 AERO-H+ AND SWIFTBROADBAND - THALES TOPFLIGHT SERIES - BFE/SPE	[*]	[*]
2315C988A06	SATCOM - ANTENNA EQUIPMENT INSTALLATION - ARINC 781 COMPACT HIGH GAIN ANTENNA - CHELTON HGA-7001 ANTENNA SYSTEM WITH TYPE F DIPLEXER - FREIGHTER - BFE/SPE	[*]	[*]
2321-000050	SELCAL - AVTECH FIVE CHANNEL DECODER - P/N 1200008-000 - BFE/SPE	[*]	[*]
2322C926A04	AIRCRAFT COMMUNICATIONS ADDRESSING AND REPORTING SYSTEM (ACARS) - AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) ACTIVATION - VHF DATALINK MODE 2	[*]	[*]
2324C164C74	EMERGENCY LOCATOR TRANSMITTER - FIXED/AUTOMATIC INSTALLATION - ELTA P/N 01N65900 - BFE	[*]	[*]
2351-000033	HAND HELD MICROPHONE - CAPTAIN AND FIRST OFFICER - ELECTROVOICE - P/N 903-1342 - BFE/SPE	[*]	[*]
2351-000035	HAND HELD MICROPHONE - FIRST OBSERVER - ELECTROVOICE - P/N 903-1342 - BFE/SPE	[*]	[*]
2351-000042	CONTROL WHEEL PUSH TO TALK (PTT) SWITCH - STANDARD THREE POSITION	[*]	[*]
2351-000044	AUDIO CONTROL PANEL - SECOND OBSERVER	[*]	[*]
2351A213B78	BOOM MICROPHONE HEADSETS - CAPTAIN, FIRST OFFICER AND FIRST OBSERVER - TELEX AIRMAN 750 - P/N 64300-200 - BFE/SPE	[*]	[*]
2351A213B79	BOOM MICROPHONE HEADSET - SECOND OBSERVER - TELEX AIRMAN 750 - P/N 64300-200 - BFE/SPE	[*]	[*]
2371-000092	SOLID STATE VOICE RECORDER ED56A P/N 980-6022-001 - AND SOLID STATE REMOTE AREA MICROPHONE P/N 980-6115-001 & CONTROL PANEL ED56A P/N 980-6117-004- HONEYWELL- 2 HOUR RECORDING TIME. BFE/SPE	[*]	[*]
2431-000013	NO BATTERY POWERED POSITION LIGHTS AND DC BACKUP POWER - TOWING OPERATION	[*]	[*]
2454C608E40	AC POWER OUTLETS - INSTALLATION IN FLIGHT DECK BY THE SECOND OBSERVER'S SEAT - UK STYLE OUTLET WITH IN-SEAT POWER SUPPLY (ISPS) - ASTRONICS 110 VAC	[*]	[*]
2454C896A15	POWER OUTLETS - INSTALLATION - ADDITIONAL ELECTRICAL POWER SUPPLIES NEAR THE SUPERNUMERARY SEATS FOR THE USE OF PERSONAL COMPUTERS - ASTRONICS 110 VAC	[*]	[*]

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Supplemental Agreement No. 4

CR	Title	2006\$ 15 A/P'S Price Per A/C	2006\$ Block B A/C Price Per A/C
2513A552A92	FLIGHT COMPARTMENT ASHTRAYS - DO NOT INSTALL	[*]	[*]
2513B299A22	MISCELLANEOUS STOWAGE - PILOT CONSOLES - FLIGHT DECK	[*]	[*]
2519C898D77	CURTAIN - INSTALLATION - ACOUSTIC AND LIGHT IMPROVEMENT - FLIGHT DECK	[*]	[*]
2524C204D42	FULL HEIGHT STOWAGE UNIT - FLOOR MOUNTED - AFT OF THE LAVATORY	[*]	[*]
2524C204D43	MID HEIGHT STOWAGE UNIT - FLOOR MOUNTED	[*]	[*]
2524C204D44	OVERHEAD STOWAGE UNIT - CEILING MOUNTED	[*]	[*]
2527C204G19	FLOOR COVERING - INSTALLATION - VINYL MAT THROUGHOUT THE SUPERNUMERARY AREA	[*]	[*]
2530C874E37	GALLEY INSERTS - SUPERNUMERARY COMPARTMENT	[*]	[*]
2530C896A10	GALLEY - SUPERNUMERARY COMPARTMENT	[*]	[*]
2552-000059	CARGO COMPARTMENT FULL FLOOR - AFT LOWER HOLD CARGO COMPARTMENT	[*]	[*]
2552-000083	CARGO COMPARTMENT FULL FLOOR - FORWARD CARGO COMPARTMENT	[*]	[*]
2552-000318	SLOPING SIDEWALL - FORWARD CARGO COMPARTMENT - 0.050-INCH-THICK BMS 8-223	[*]	[*]
2552-000319	SLOPING SIDEWALL - AFT CARGO COMPARTMENT - 0.050-INCH-THICK BMS 8-223	[*]	[*]
2557C703A39	MAIN DECK CARGO HANDLING - PAINTED NON-SKID WALKWAYS	[*]	[*]
2558C703A34	MAIN DECK CARGO RESTRAINTS - REMOVE CENTERLINE LOADING HARDWARE- SFE	[*]	[*]
2558C703A36	MAIN DECK CARGO RESTRAINTS - CIVIL RESERVE AIR FLEET (CRAF) CONFIGURATION - PROVISIONS	[*]	[*]
2558C703A54	MAIN DECK CARGO RESTRAINTS - ADDITIONAL CAPABILITY FOR 14 AYY CONTAINERS	[*]	[*]
2560-000207	HALON FIRE EXTINGUISHER - FLIGHT DECK - WALTER KIDDE	[*]	[*]
2560C204E95	PROTECTIVE BREATHING EQUIPMENT - FLIGHT DECK - AVOX	[*]	[*]
2560C204E99	CREW LIFE VESTS - FLIGHT DECK, WITH SECOND OBSERVER - AIR CRUISERS	[*]	[*]
2562C204F36	LIFE VESTS - SUPERNUMERARY - AIR CRUISERS	[*]	[*]
2562C874H27	EMERGENCY LOCATOR TRANSMITTER - PORTABLE	[*]	[*]
2564C204F02	PROTECTIVE BREATHING EQUIPMENT - SUPERNUMERARY - AVOX	[*]	[*]
2564C204G43	FIRST AID KIT - FAA	[*]	[*]
2564C874E39	PORTABLE OXYGEN BOTTLE W/ FULL FACE MASK - AVOX SYSTEMS INC - BFE	[*]	[*]
2564C874E40	HALON FIRE EXTINGUISHER - AMEREX - BFE	[*]	[*]
2564C874G77	FLASHLIGHT DELETION - SUPERNUMERARY	[*]	[*]
2564C874G78	PORTABLE OXYGEN W/MASK - AVOX SYSTEMS INC - BFE/SPE	[*]	[*]

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Supplemental Agreement No. 4

CR	Title	2006\$ 15 A/P'S Price Per A/C	2006\$ Block B A/C Price Per A/C
2564C874H48	POLAR KIT STORAGE	[*]	[*]
2622-000017	ENGINE/APU FIRE EXTINGUISHER BOTTLES - COMMON BOTTLE	[*]	[*]
2625C896A09	FIRE EXTINGUISHING - TUBING AND DISCONNECTS FOR MAIN DECK SAX CONTAINERS	[*]	[*]
2821-000010	REFUELING ADAPTERS - RIGHT WING	[*]	[*]
2911-000003	AC MOTOR-DRIVEN HYDRAULIC PUMPS - EATON (VICKERS) S270T201-7	[*]	[*]
2911-000025	ENGINE-DRIVEN HYDRAULIC PUMPS - EATON (VICKERS) S271W110	[*]	[*]
3131-000187	DIGITAL FLIGHT DATA RECORDER - ALLIEDSIGNAL - 256 WORDS PER SECOND MAXIMUM DATA RATE - P/N 980-4700-042 BFE/SPE	[*]	[*]
3133B628B13	FLIGHT COMPARTMENT PRINTER - GRAPHICS CAPABLE (ARINC 744A) MULTIPORT THERMAL PRINTER WITH ARINC 429 AND ETHERNET PORTS - INSTALLATION	[*]	[*]
3135C174A06	QUICK ACCESS RECORDER (QAR) - PENNY AND GILES - WITH PCMCIA CARD - P/N D52000-64000 - BFE/SPE	[*]	[*]
3143-000013	AIMS AIRPLANE MODIFIABLE (AMI) SOFTWARE - INSTALLATION AFTER DELIVERY AND BEFORE FLYAWAY	[*]	[*]
3143A068A03	DUAL ELECTRONIC CHECKLIST DATABASE	[*]	[*]
3143A207D22	AIMS - SOFTWARE ACTIVATION - DISABLE ENTRY OF GROSS WEIGHT ON "PERF INIT" PAGE	[*]	[*]
3143C926A05	AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) - OPERATIONAL PROGRAM CONFIGURATION FILE ACTIVATION - FLIGHT INFORMATION DATALINK COMMUNICATIONS MENU - ARINC 623 AIR TRAFFIC SERVICE MESSAGES	[*]	[*]
3143C926A06	AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) - OPERATIONAL PROGRAM CONFIGURATION FILE ACTIVATION - MAINTENANCE ENHANCEMENT PACKAGE	[*]	[*]
3150A213A18	AURAL ADVISORY OF ALTITUDE APPROACH - FLIGHT DECK	[*]	[*]
3151-000042	FIREBELL AURAL WARNING - 1 SECOND ON, 9 SECONDS OFF	[*]	[*]
3151-000046	AUTOPILOT DISCONNECT - AURAL WARNING SIREN - AURAL WARNING AND MASTER WARNING LIGHT INHIBITED WHEN AUTOPILOT DISCONNECT SWITCH IS DOUBLE PRESSED QUICKLY	[*]	[*]
3151A065A47	RESETTABLE OVERSPEED AURAL WARNING - SIREN	[*]	[*]
3151A552C02	TAKEOFF CONFIGURATION CHECK SWITCH - FORWARD AISLE STAND PANEL	[*]	[*]
3151C175A07	FLIGHT MANAGEMENT COMPUTER (FMC) - CAUTION AND WARNING SYSTEMS - ACTIVATION - TAKEOFF RUNWAY DISAGREE ALERT	[*]	[*]

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Supplemental Agreement No. 4

CR	Title	2006\$ 15 A/P'S Price Per A/C	2006\$ Block B A/C Price Per A/C
3161-000002	DOOR SYNOPTIC AND EICAS MESSAGE - PASSENGER DOOR SLIDE/RAFT ARMING HANDLE POSITION INDICATION - AUTO, MANUAL AND AUTO/MANUAL MESSAGES	[*]	[*]
3161-000167	ANNUNCIATION FOR LOSS OF RIGHT OR LEFT FMCS - EICAS ADVISORY MESSAGE	[*]	[*]
3161-000168	FLIGHT DECK COMMUNICATIONS FUNCTION (FDCF) AUTOMATIC RESET - ACTIVATION	[*]	[*]
3161-000169	ANNUNCIATION FOR SATELLITE VOICE COMMUNICATION CAPABILITY - EICAS	[*]	[*]
3161-000170	ANNUNCIATION FOR DATALINK AVAILABILITY - EICAS	[*]	[*]
3161A425A45	VMO/MMO OVERSPEED EICAS STATUS MESSAGE AND VFE OVERSPEED EICAS STATUS MESSAGE WITH FLAP/SLAT POSITION SNAPSHOT - FLIGHT DECK	[*]	[*]
3162-000022	FLIGHT DIRECTOR COMMAND DISPLAY - SPLIT AXIS - ADI	[*]	[*]
3162-000030	RISING RUNWAY - DISPLAYED ON THE ADI	[*]	[*]
3162-000036	LANDING ALTITUDE REFERENCE BAR - PRIMARY FLIGHT DISPLAY	[*]	[*]
3162-000040	BARO MINIMUMS POINTER - DISPLAYED ON SELECTION OF RADIO ALTITUDE MINMUMS - PRIMARY FLIGHT DISPLAY	[*]	[*]
3162-000044	TCAS RESOLUTION ADVISORY - VSI	[*]	[*]
3162-000051	ILS LOCALIZER DEVIATION EXPANDED SCALE - AUTOPILOT OR FLIGHT DIRECTOR MODE	[*]	[*]
3162-000060	MAP MODE ORIENTATION - HEADING UP - NAVIGATION DISPLAY	[*]	[*]
3162-000062	GRID HEADING - NAVIGATION DISPLAY	[*]	[*]
3162-000064	RANGE ARCS - NAVIGATION DISPLAY	[*]	[*]
3162-000084	TCAS 3 NM RANGE RING - NAVIGATION DISPLAY	[*]	[*]
3162-000211	VREF AND SELECTED FLAP POSITION - PRIMARY FLIGHT DISPLAY	[*]	[*]
3162-000218	GROUND SPEED - DISPLAYED BELOW AIRSPEED TAPE WHEN MACH NUMBER IS NOT DISPLAYED - PRIMARY FLIGHT DISPLAY	[*]	[*]
3162C594A07	NAVIGATION PERFORMANCE SCALES (NPS) AND REQUIRED NAVIGATION PERFORMANCE (RNP) ENHANCEMENTS - AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) - PRIMARY FLIGHT DISPLAY AND NAVIGATION DISPLAY	[*]	[*]
3162C594A22	PRIMARY FLIGHT DISPLAY - AIMS - VNAV SPEED BAND - ENABLE	[*]	[*]
3245B047A08	BRAKES - CARBON - HIGH CAPACITY - MESSIER-BUGATTI	[*]	[*]
3245B047A09	WHEELS AND TIRES - MAIN LANDING GEAR - HIGH GROSS WEIGHT WHEELS - MESSIER - BUGATTI - INSTALLATION WITH SFE 36 PR, 235 MPH RADIAL TIRES.	[*]	[*]

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3245B047A10	WHEELS AND TIRES - NOSE LANDING GEAR - WHEELS - MESSIER - BUGATTI- INSTALLATION WITH SFE 32 PR, 235 MPH RADIAL TIRES	[*]	[*]
3324C198A28	PASSENGER INFORMATION SIGNS - NO SMOKING SIGN - PERMANENT ILLUMINATION AND NO SMOKING FLIGHT DECK SELECTOR SWITCH REMOVAL	[*]	[*]
3430B721B13	ILS/GPS MULTI-MODE RECEIVER (MMR) - GNSS LANDING SYSTEM (GLS) - PARTIAL PROVISIONS FOR GLS CAT I OPERATIONS	[*]	[*]
3430B866A33	ILS/GPS MULTI-MODE RECEIVER (MMR) - ROCKWELL COLLINS - P/N 822-1821-001 - BFE/SPE	[*]	[*]
3433-000032	RADIO ALTIMETER (RA) - ROCKWELL INTERNATIONAL CORP - P/N 822-0334-002 - BFE/SPE	[*]	[*]
3436C896A17	HEAD-UP DISPLAY (HUD) - SPACE AND PARTIAL WIRING PROVISIONS FOR COMMON HUD SYSTEM INSTALLATION WITH CONTROL DISPLAY UNIT INTERFACE	[*]	[*]
3436C896A18	ENHANCED VISION SYSTEM (EVS) - SPACE AND PARTIAL WIRING PROVISIONS WITH A COMMON HUD SYSTEM PROVISIONS	[*]	[*]
3436C896A19	FEDEX - HEAD UP DISPLAY (HUD) SYSTEM - EXPANDED WIRING, MOUNTING AND COOLING PROVISIONS FOR HUD COMPUTER AND ENHANCED FLIGHT VISION SYSTEM (EFVS) COMPUTER	[*]	[*]
3443C739A02	DUAL WEATHER RADAR SYSTEM - HONEYWELL INTERNATIONAL INC. - MODEL RDR-4000 WEATHER RADAR - INSTALLATION - BFE/SPE	[*]	[*]
3443C739A03	DUAL WEATHER RADAR CONTROL PANEL - RDR-4000 RADAR SYSTEM - HONEYWELL P/N 930-6101-001 - BFE/SPE	[*]	[*]
3445C594A55	TCAS SYSTEM - ACSS TCAS COMPUTER P/N 9003500-10901 - TCAS CHANGE 7 COMPLIANT - BFE/SPE	[*]	[*]
3446-000049	500 SMART CALLOUT INHIBITED	[*]	[*]
3446C174A14	ENHANCED GROUND PROXIMITY WARNING SYSTEM (EGPWS) - BANK ANGLE CALLOUT (VARIABLE CALLOUT BELOW 130 FT) - ENABLE	[*]	[*]
3446C608F25	GROUND PROXIMITY WARNING SYSTEM - MODE 6 ALTITUDE CALLOUTS - RADIO ALTIMETER AT 1000, 500, 100, 50, 40, 30, 20, 10 - ACTIVATION	[*]	[*]
3451-000022	VOR/MARKER BEACON - ROCKWELL RECEIVER P/N 822-0297-001 - BFE/SPE	[*]	[*]
3453C608E39	AUTOMATIC DEPENDENT SURVEILLANCE - BROADCAST (ADS-B) - ADS-B GUIDANCE DISPLAY - PARTIAL WIRING PROVISIONS	[*]	[*]
3453C608E55	AUTOMATIC DEPENDENT SURVEILLANCE - BROADCAST (ADS-B) - CDTI ARINC 429 BUS WIRING BETWEEN EFB AND TCAS PROCESSOR - PARTIAL WIRING PROVISIONS	[*]	[*]

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CR	Title	2006\$ 15 A/P'S Price Per A/C	2006\$ Block B A/C Price Per A/C
3453C896A24	ATC SYSTEM - ACSS ATC TRANSPONDER P/N 7517800-11009 ELS/EHS/ES AND TCAS CHANGE 7 COMPLIANT - GABLES CONTROL PANEL P/N G7156-01- BFE/SPE	[*]	[*]
3453C898E41	AIR TRAFFIC CONTROL TRANSPONDER SYSTEM - TRAFFIC COLLISION AND AVOIDANCE SYSTEM (TCAS) AIRPLANE PERSONALITY MODULE WIRING PROVISIONS	[*]	[*]
3455-000019	DISTANCE MEASURING EQUIPMENT (DME) - ROCKWELL INTERROGATOR P/N 822-0329-001 - BFE/SPE	[*]	[*]
3457-000214	AUTOMATIC DIRECTION FINDER (ADF) - DUAL SYSTEM - ROCKWELL ADF-900 SERIES - ADF RECEIVER P/N 822-0299-001; ADF ANTENNA P/N 822-5404-003 - BFE/SPE	[*]	[*]
3461A031A07	TAKE OFF 1 AND 2 DERATE PROMPTS IN FMC'S THRUST LIMIT PAGE - DELETE	[*]	[*]
3461A213A09	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - NON-DIRECTIONAL RADIO BEACON (ADF) APPROACHES	[*]	[*]
3461A213A10	FMCS - ENHANCED FIX PAGE CAPABILITIES	[*]	[*]
3461A213A12	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS)- DISPLAY OF VERTICAL BEARING, FLIGHT PATH ANGLE (FPA) AND VERTICAL SPEED	[*]	[*]
3461A425A05	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - RUNWAY DISTANCE AND OFFSET POSITION SHIFT IN UNITS OF FEET	[*]	[*]
3461A425A08	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - FLIGHT CREW ALERTNESS MONITORING - ENABLE	[*]	[*]
3461A425A10	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - NAVIGATION DATABASE - CUSTOMER SUPPLIED	[*]	[*]
3461A425A23	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS)- QUICK REFERENCE HANDBOOK (QRH) - TAKEOFF SPEEDS- DISPLAYED	[*]	[*]
3461C739A08	FMCS - PROVIDE REQUIRED NAVIGATION PERFORMANCE (RNP) VALUES WITH 0.3 NM APPROACH	[*]	[*]
3511-000012	REMOTE CREW OXYGEN FILL STATION	[*]	[*]
3511B873B93	CREW OXYGEN MASK - FULL FACE MASK WITH BUILT-IN SMOKE GOGGLES - SECOND OBSERVER - EROS - BFE/SPE	[*]	[*]
3511B873B94	CREW OXYGEN MASK - FULL FACE MASK WITH BUILT-IN SMOKE GOGGLES - FIRST OBSERVER - EROS - BFE/SPE	[*]	[*]
3511B873B95	CREW OXYGEN MASKS - FULL FACE MASK WITH BUILT-IN SMOKE GOGGLES - CAPTAIN AND FIRST OFFICER - EROS - BFE/SPE	[*]	[*]
3511C874C91	SUPPLEMENTAL OXYGEN SYSTEM WITHIN CREW REST AND LAVATORY OF THE SUPERNUMERARY AREA	[*]	[*]
3520-000197	REMOTE PASSENGER OXYGEN FILL STATION	[*]	[*]
3520C485C02	QUICK DONNING OXYGEN MASKS - SUPERNUMERARY - BFE/SPE	[*]	[*]

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CR	Title	2006\$ 15 A/P'S Price Per A/C	2006\$ Block B A/C Price Per A/C
3520C874H46	OXYGEN SYSTEM PROVISIONS TO SUPPORT EXTENDED OPERATIONAL CAPABILITY	[*]	[*]
4610B872A04	ELECTRONIC FLIGHT BAG (EFB) - INSTALLATION	[*]	[*]
4610C164A11	CUSTOMER UNIQUE ELECTRONIC FLIGHT BAG (EFB) SOFTWARE INSTALLATION - AFTER DELIVERY AND BEFORE FLYAWAY	[*]	[*]
4610C398C10	ELECTRONIC FLIGHT BAG (EFB) - CUSTOMER UNIQUE SOFTWARE INSTALLATION - CUSTOMER WALK AND CUSTOMER ACCEPTANCE FLIGHTS	[*]	[*]
4610C594A09	ELECTRONIC FLIGHT BAG (EFB) SYSTEM - AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) - ACTIVATION OF ARINC 724B ACARS INTERFACE	[*]	[*]
4610C608C41	ELECTRONIC FLIGHT BAG (EFB) INSTALLATION - E- ETHERNET INTERFACE BETWEEN FLIGHT COMPARTMENT PRINTER AND EFB'S RIGHT ELECTRONICS UNIT	[*]	[*]
4610C608E37	AIRPLANE GENERAL INFORMATION SYSTEMS - TWO ETHERNET 10/100 BASE-T BUSES BETWEEN MAIN EQUIPMENT CENTER AND SUPERNUMERARY OVERHEAD STOWAGE COMPARTMENT - PARTIAL WIRING PROVISIONS	[*]	[*]
4610C896A31	AIRPLANE GENERAL INFORMATION SYSTEMS - ONBOARD NETWORK SYSTEM (ONS) - PARTIAL PROVISIONS	[*]	[*]
4610C991B48	AIRPLANE GENERAL INFORMATION SYSTEMS - ONBOARD NETWORK SYSTEM (ONS) - NETWORK INTERFACE PARTIAL PROVISIONS - FLIGHT COMPARTMENT INTERFACE PORT	[*]	[*]
4900-000016	MUFFLER IN APU EXHAUST SYSTEM	[*]	[*]
5250C896A20	LOCKABLE RIGID CARGO BARRIER (RCB) DOORS	[*]	[*]
7200-000412	GE PROPULSION SYSTEM	[*]	[*]
7200A519A02	GENERAL ELECTRIC ENGINES - GE90-110B1L THRUST RATING	[*]	[*]
7430C164D94	IGNITION SWITCHING - GENERAL ELECTRIC GE90 ENGINES - FLIGHT DECK - ENGINE CONTROL PANEL - DELETION OF MANUAL SELECTION OF CONTINUOUS IGNITION	[*]	[*]
7900C483C85	LUBRICATING OIL - BP2197	[*]	[*]
OPTIONS: 161	TOTALS:	[*]	[*]

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BLOCK B AIRCRAFT CONFIGURATION

Dated January 9, 2009

relating to

BOEING MODEL 777-FREIGHTER BLOCK B AIRCRAFT

The Detail Specification for FedEx is Detail Specification D019W007FED7F-1, Rev NEW. Such Detail Specification will be comprised of Boeing Configuration Specification D019W007 Rev B dated May 30, 2008 and as amended to incorporate the Options attached here to, including the effects on Manufacturer's Empty Weight (MEW) and Operating Empty Weight (OEW).

As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such Options. The Aircraft Basic Price reflects and includes all effects of such Optional Features, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

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CR	Title	2006\$ 15 A/P'S Price Per A/C	2006\$ Block B A/C Price Per A/C
0110-000039	MAJOR MODEL 777 AIRPLANE	[*]	[*]
0110B750A90	MINOR MODEL 777 FREIGHTER AIRPLANE	[*]	[*]
0220-000040	FAA TYPE CERTIFICATION	[*]	[*]
0221-000002	DISPATCH WITH GEAR EXTENDED FOR REVENUE FLIGHT	[*]	[*]
0221B401A44	ENGINE INOPERATIVE TEN MINUTE TAKEOFF THRUST OPERATION	[*]	[*]
0228-000032	OPERATIONS MANUAL IN FAA FORMAT	[*]	[*]
0228C417D40	AIRPLANE FLIGHT MANUAL	[*]	[*]
0229C608D26	PERFORMANCE - CERTIFICATION FOR OPERATION AT AIRPORTS WITH PRESSURE ALTITUDES UP TO 9800 FEET AND AUTOPILOT CAPABILITY AT AIRPORTS WITH A MAXIMUM FIELD ELEVATION OF 8,500 FEET	[*]	[*]
0252B299A35	INSTRUMENTATION, AIRPLANE AND FUEL MEASURING STICK MANUALS IN ENGLISH UNITS - TEMPERATURE IN DEGREES CELSIUS	[*]	[*]
0315C417D42	CERTIFIED OPERATIONAL WEIGHTS AND STRUCTURAL DESIGN WEIGHT- 777-FREIGHTER	[*]	[*]
1110C874H30	EXTERIOR COLOR SCHEME AND MARKINGS - ENGINE NACELLES COLOR	[*]	[*]
1110C874H32	EXTERIOR COLOR SCHEME AND MARKINGS	[*]	[*]
1137C703A41	CARGO MARKINGS - FORWARD CARGO COMPARTMENT	[*]	[*]
1138C703A42	CARGO MARKINGS - AFT CARGO COMPARTMENT	[*]	[*]
1139C703A40	CARGO MARKINGS - MAIN DECK CARGO COMPARTMENT	[*]	[*]
2210-000003	AUTOFLIGHT - INHIBIT GLIDE SLOPE CAPTURE PRIOR TO LOCALIZER CAPTURE	[*]	[*]
2210-000030	AUTOFLIGHT - THREE DIGIT MACH NUMBER ON MODE CONTROL PANEL	[*]	[*]
2210-000036	AUTOFLIGHT - HEADING HOLD AT AUTOPILOT COMMAND ENGAGE	[*]	[*]
2210C594A11	AUTOFLIGHT - ENABLE LNAV ENGAGEMENT ON TAKEOFF GO-AROUND	[*]	[*]
2311-000137	HF COMMUNICATIONS - PARTIAL PROVISIONS FOR DUAL ARINC 753 HF DATALINK	[*]	[*]
2311B401A30	HF COMMUNICATIONS- ARINC 753 DUAL HF TRANSCEIVERS - AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) - HF DATALINK ACTIVATION - AIRLINE OPERATIONAL COMMUNICATIONS ONLY	[*]	[*]
2311B401A39	HF COMMUNICATIONS - EQUIPMENT INSTALLATION OF DUAL ROCKWELL HF VOICE/DATA TRANSCEIVERS - P/N 822-0990-004 AND DIGITAL HF COUPLERS - P/N 822-0987-004 BFE/SPE	[*]	[*]
2312-000703	VHF COMMUNICATIONS - ACTIVATION OF 8.33 KHZ CHANNEL SPACING	[*]	[*]

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2312B401A87	VHF COMMUNICATIONS - EQUIPMENT INSTALLATION OF TRIPLE ROCKWELL ARINC 750 VHF-2100 TRANSCEIVERS WITH 8.33 KHZ CHANNEL SPACING, VDL MODE 2, AND CMC INTERFACE CAPABILITY - P/N 822-1287-101 - BFE/SPE	[*]	[*]
2315C581A25	SATCOM - AVIONICS EQUIPMENT INSTALLATION - ARINC 781 AERO-H+ AND SWIFTBROADBAND - THALES TOPFLIGHT SERIES - BFE/SPE	[*]	[*]
2315C988A06	SATCOM - ANTENNA EQUIPMENT INSTALLATION - ARINC 781 COMPACT HIGH GAIN ANTENNA - CHELTON HGA-7001 ANTENNA SYSTEM WITH TYPE F DIPLEXER - FREIGHTER - BFE/SPE	[*]	[*]
2321-000050	SELCAL - AVTECH FIVE CHANNEL DECODER - P/N 1200008-000 - BFE/SPE	[*]	[*]
2322C926A04	AIRCRAFT COMMUNICATIONS ADDRESSING AND REPORTING SYSTEM (ACARS) - AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) ACTIVATION - VHF DATALINK MODE 2	[*]	[*]
2324C164C74	EMERGENCY LOCATOR TRANSMITTER - FIXED/AUTOMATIC INSTALLATION - ELTA P/N 01N65900 - BFE	[*]	[*]
2351-000033	HAND HELD MICROPHONE - CAPTAIN AND FIRST OFFICER - ELECTROVOICE - P/N 903-1342 - BFE/SPE	[*]	[*]
2351-000035	HAND HELD MICROPHONE - FIRST OBSERVER - ELECTROVOICE - P/N 903-1342 - BFE/SPE	[*]	[*]
2351-000042	CONTROL WHEEL PUSH TO TALK (PTT) SWITCH - STANDARD THREE POSITION	[*]	[*]
2351-000044	AUDIO CONTROL PANEL - SECOND OBSERVER	[*]	[*]
2351A213B78	BOOM MICROPHONE HEADSETS - CAPTAIN, FIRST OFFICER AND FIRST OBSERVER - TELEX AIRMAN 750 - P/N 64300-200 - BFE/SPE	[*]	[*]
2351A213B79	BOOM MICROPHONE HEADSET - SECOND OBSERVER - TELEX AIRMAN 750 - P/N 64300-200 - BFE/SPE	[*]	[*]
2371-000092	SOLID STATE VOICE RECORDER ED56A P/N 980-6022-001 - AND SOLID STATE REMOTE AREA MICROPHONE P/N 980-6115-001 & CONTROL PANEL ED56A P/N 980-6117-004- HONEYWELL- 2 HOUR RECORDING TIME. BFE/SPE	[*]	[*]
2431-000013	NO BATTERY POWERED POSITION LIGHTS AND DC BACKUP POWER - TOWING OPERATION	[*]	[*]
2454C608E40	AC POWER OUTLETS - INSTALLATION IN FLIGHT DECK BY THE SECOND OBSERVER'S SEAT - UK STYLE OUTLET WITH IN-SEAT POWER SUPPLY (ISPS) - ASTRONICS 110 VAC	[*]	[*]
2454C896A15	POWER OUTLETS - INSTALLATION - ADDITIONAL ELECTRICAL POWER SUPPLIES NEAR THE SUPERNUMERARY SEATS FOR THE USE OF PERSONAL COMPUTERS - ASTRONICS 110 VAC	[*]	[*]

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2513A552A92	FLIGHT COMPARTMENT ASHTRAYS - DO NOT INSTALL	[*]	[*]
2513B299A22	MISCELLANEOUS STOWAGE - PILOT CONSOLES - FLIGHT DECK	[*]	[*]
2519C898D77	CURTAIN - INSTALLATION - ACOUSTIC AND LIGHT IMPROVEMENT - FLIGHT DECK	[*]	[*]
2524C204D42	FULL HEIGHT STOWAGE UNIT - FLOOR MOUNTED - AFT OF THE LAVATORY	[*]	[*]
2524C204D43	MID HEIGHT STOWAGE UNIT - FLOOR MOUNTED	[*]	[*]
2524C204D44	OVERHEAD STOWAGE UNIT - CEILING MOUNTED	[*]	[*]
2527C204G19	FLOOR COVERING - INSTALLATION - VINYL MAT THROUGHOUT THE SUPERNUMERARY AREA	[*]	[*]
2530C874E37	GALLEY INSERTS - SUPERNUMERARY COMPARTMENT	[*]	[*]
2530C896A10	GALLEY - SUPERNUMERARY COMPARTMENT	[*]	[*]
2552-000059	CARGO COMPARTMENT FULL FLOOR - AFT LOWER HOLD CARGO COMPARTMENT	[*]	[*]
2552-000083	CARGO COMPARTMENT FULL FLOOR - FORWARD CARGO COMPARTMENT	[*]	[*]
2552-000318	SLOPING SIDEWALL - FORWARD CARGO COMPARTMENT - 0.050-INCH-THICK BMS 8-223	[*]	[*]
2552-000319	SLOPING SIDEWALL - AFT CARGO COMPARTMENT - 0.050-INCH-THICK BMS 8-223	[*]	[*]
2557C703A39	MAIN DECK CARGO HANDLING - PAINTED NON-SKID WALKWAYS	[*]	[*]
2558C703A34	MAIN DECK CARGO RESTRAINTS - REMOVE CENTERLINE LOADING HARDWARE- SFE	[*]	[*]
2558C703A36	MAIN DECK CARGO RESTRAINTS - CIVIL RESERVE AIR FLEET (CRAF) CONFIGURATION - PROVISIONS	[*]	[*]
2558C703A54	MAIN DECK CARGO RESTRAINTS - ADDITIONAL CAPABILITY FOR 14 AYY CONTAINERS	[*]	[*]
2560-000207	HALON FIRE EXTINGUISHER - FLIGHT DECK - WALTER KIDDE	[*]	[*]
2560C204E95	PROTECTIVE BREATHING EQUIPMENT - FLIGHT DECK - AVOX	[*]	[*]
2560C204E99	CREW LIFE VESTS - FLIGHT DECK, WITH SECOND OBSERVER - AIR CRUISERS	[*]	[*]
2562C204F36	LIFE VESTS - SUPERNUMERARY - AIR CRUISERS	[*]	[*]
2562C874H27	EMERGENCY LOCATOR TRANSMITTER - PORTABLE	[*]	[*]
2564C204F02	PROTECTIVE BREATHING EQUIPMENT - SUPERNUMERARY - AVOX	[*]	[*]
2564C204G43	FIRST AID KIT - FAA	[*]	[*]
2564C874E39	PORTABLE OXYGEN BOTTLE W/ FULL FACE MASK - AVOX SYSTEMS INC - BFE	[*]	[*]
2564C874E40	HALON FIRE EXTINGUISHER - AMEREX - BFE	[*]	[*]
2564C874G77	FLASHLIGHT DELETION - SUPERNUMERARY	[*]	[*]
2564C874G78	PORTABLE OXYGEN W/MASK - AVOX SYSTEMS INC - BFE/SPE	[*]	[*]

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2564C874H48	POLAR KIT STORAGE	[*]	[*]
2622-000017	ENGINE/APU FIRE EXTINGUISHER BOTTLES - COMMON BOTTLE	[*]	[*]
2625C896A09	FIRE EXTINGUISHING - TUBING AND DISCONNECTS FOR MAIN DECK SAX CONTAINERS	[*]	[*]
2821-000010	REFUELING ADAPTERS - RIGHT WING	[*]	[*]
2911-000003	AC MOTOR-DRIVEN HYDRAULIC PUMPS - EATON (VICKERS) S270T201-7	[*]	[*]
2911-000025	ENGINE-DRIVEN HYDRAULIC PUMPS - EATON (VICKERS) S271W110	[*]	[*]
3131-000187	DIGITAL FLIGHT DATA RECORDER - ALLIEDSIGNAL - 256 WORDS PER SECOND MAXIMUM DATA RATE - P/N 980-4700-042 BFE/SPE	[*]	[*]
3133B628B13	FLIGHT COMPARTMENT PRINTER - GRAPHICS CAPABLE (ARINC 744A) MULTIPORT THERMAL PRINTER WITH ARINC 429 AND ETHERNET PORTS - INSTALLATION	[*]	[*]
3135C174A06	QUICK ACCESS RECORDER (QAR) - PENNY AND GILES - WITH PCMCIA CARD - P/N D52000-64000 - BFE/SPE	[*]	[*]
3143-000013	AIMS AIRPLANE MODIFIABLE (AMI) SOFTWARE - INSTALLATION AFTER DELIVERY AND BEFORE FLYAWAY	[*]	[*]
3143A068A03	DUAL ELECTRONIC CHECKLIST DATABASE	[*]	[*]
3143A207D22	AIMS - SOFTWARE ACTIVATION - DISABLE ENTRY OF GROSS WEIGHT ON ““PERF INIT”” PAGE	[*]	[*]
3143C926A05	AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) - OPERATIONAL PROGRAM CONFIGURATION FILE ACTIVATION - FLIGHT INFORMATION DATALINK COMMUNICATIONS MENU - ARINC 623 AIR TRAFFIC SERVICE MESSAGES	[*]	[*]
3143C926A06	AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) - OPERATIONAL PROGRAM CONFIGURATION FILE ACTIVATION - MAINTENANCE ENHANCEMENT PACKAGE	[*]	[*]
3150A213A18	AURAL ADVISORY OF ALTITUDE APPROACH - FLIGHT DECK	[*]	[*]
3151-000042	FIREBELL AURAL WARNING - 1 SECOND ON, 9 SECONDS OFF	[*]	[*]
3151-000046	AUTOPilot DISCONNECT - AURAL WARNING SIREN - AURAL WARNING AND MASTER WARNING LIGHT INHIBITED WHEN AUTOPilot DISCONNECT SWITCH IS DOUBLE PRESSED QUICKLY	[*]	[*]
3151A065A47	RESETTABLE OVERSPEED AURAL WARNING - SIREN	[*]	[*]
3151A552C02	TAKEOFf CONFIGURATION CHECK SWITCH - FORWARD AISLE STAND PANEL	[*]	[*]
3151C175A07	FLIGHT MANAGEMENT COMPUTER (FMC) - CAUTION AND WARNING SYSTEMS - ACTIVATION - TAKEOFF RUNWAY DISAGREE ALERT	[*]	[*]

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3161-000002	DOOR SYNOPTIC AND EICAS MESSAGE - PASSENGER DOOR SLIDE/RAFT ARMING HANDLE POSITION INDICATION - AUTO, MANUAL AND AUTO/MANUAL MESSAGES	[*]	[*]
3161-000167	ANNUNCIATION FOR LOSS OF RIGHT OR LEFT FMCS - EICAS ADVISORY MESSAGE	[*]	[*]
3161-000168	FLIGHT DECK COMMUNICATIONS FUNCTION (FDCF) AUTOMATIC RESET - ACTIVATION	[*]	[*]
3161-000169	ANNUNCIATION FOR SATELLITE VOICE COMMUNICATION CAPABILITY - EICAS	[*]	[*]
3161-000170	ANNUNCIATION FOR DATALINK AVAILABILITY - EICAS	[*]	[*]
3161A425A45	VMO/MMO OVERSPEED EICAS STATUS MESSAGE AND VFE OVERSPEED EICAS STATUS MESSAGE WITH FLAP/SLAT POSITION SNAPSHOT - FLIGHT DECK	[*]	[*]
3162-000022	FLIGHT DIRECTOR COMMAND DISPLAY - SPLIT AXIS - ADI	[*]	[*]
3162-000030	RISING RUNWAY - DISPLAYED ON THE ADI	[*]	[*]
3162-000036	LANDING ALTITUDE REFERENCE BAR - PRIMARY FLIGHT DISPLAY	[*]	[*]
3162-000040	BARO MINIMUMS POINTER - DISPLAYED ON SELECTION OF RADIO ALTITUDE MINMUMS - PRIMARY FLIGHT DISPLAY	[*]	[*]
3162-000044	TCAS RESOLUTION ADVISORY - VSI	[*]	[*]
3162-000051	ILS LOCALIZER DEVIATION EXPANDED SCALE - AUTOPILOT OR FLIGHT DIRECTOR MODE	[*]	[*]
3162-000060	MAP MODE ORIENTATION - HEADING UP - NAVIGATION DISPLAY	[*]	[*]
3162-000062	GRID HEADING - NAVIGATION DISPLAY	[*]	[*]
3162-000064	RANGE ARCS - NAVIGATION DISPLAY	[*]	[*]
3162-000084	TCAS 3 NM RANGE RING - NAVIGATION DISPLAY	[*]	[*]
3162-000211	VREF AND SELECTED FLAP POSITION - PRIMARY FLIGHT DISPLAY	[*]	[*]
3162-000218	GROUND SPEED - DISPLAYED BELOW AIRSPEED TAPE WHEN MACH NUMBER IS NOT DISPLAYED - PRIMARY FLIGHT DISPLAY	[*]	[*]
3162C594A07	NAVIGATION PERFORMANCE SCALES (NPS) AND REQUIRED NAVIGATION PERFORMANCE (RNP) ENHANCEMENTS - AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) - PRIMARY FLIGHT DISPLAY AND NAVIGATION DISPLAY	[*]	[*]
3162C594A22	PRIMARY FLIGHT DISPLAY - AIMS - VNAV SPEED BAND - ENABLE	[*]	[*]
3245B047A08	BRAKES - CARBON - HIGH CAPACITY - MESSIER-BUGATTI	[*]	[*]
3245B047A09	WHEELS AND TIRES - MAIN LANDING GEAR - HIGH GROSS WEIGHT WHEELS - MESSIER - BUGATTI - INSTALLATION WITH SFE 36 PR, 235 MPH RADIAL TIRES	[*]	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement No. 4

CR	Title	2006\$ 15 A/P'S Price Per A/C	2006\$ Block B A/C Price Per A/C
3245B047A10	WHEELS AND TIRES - NOSE LANDING GEAR - WHEELS - MESSIER - BUGATTI- INSTALLATION WITH SFE 32 PR, 235 MPH RADIAL TIRES	[*]	[*]
3324C198A28	PASSENGER INFORMATION SIGNS - NO SMOKING SIGN - PERMANENT ILLUMINATION AND NO SMOKING FLIGHT DECK SELECTOR SWITCH REMOVAL	[*]	[*]
3430B721B13	ILS/GPS MULTI-MODE RECEIVER (MMR) - GNSS LANDING SYSTEM (GLS) - PARTIAL PROVISIONS FOR GLS CAT I OPERATIONS	[*]	[*]
3430B866A33	ILS/GPS MULTI-MODE RECEIVER (MMR) - ROCKWELL COLLINS - P/N 822-1821-001 - BFE/SPE	[*]	[*]
3433-000032	RADIO ALTIMETER (RA) - ROCKWELL INTERNATIONAL CORP - P/N 822-0334-002 - BFE/SPE	[*]	[*]
3436C896A17	HEAD-UP DISPLAY (HUD) - SPACE AND PARTIAL WIRING PROVISIONS FOR COMMON HUD SYSTEM INSTALLATION WITH CONTROL DISPLAY UNIT INTERFACE	[*]	[*]
3436C896A18	ENHANCED VISION SYSTEM (EVS) - SPACE AND PARTIAL WIRING PROVISIONS WITH A COMMON HUD SYSTEM PROVISIONS	[*]	[*]
3436C896A19	FEDEX - HEAD UP DISPLAY (HUD) SYSTEM - EXPANDED WIRING, MOUNTING AND COOLING PROVISIONS FOR HUD COMPUTER AND ENHANCED FLIGHT VISION SYSTEM (EFVS) COMPUTER	[*]	[*]
3443C739A02	DUAL WEATHER RADAR SYSTEM - HONEYWELL INTERNATIONAL INC. - MODEL RDR-4000 WEATHER RADAR - INSTALLATION - BFE/SPE	[*]	[*]
3443C739A03	DUAL WEATHER RADAR CONTROL PANEL - RDR-4000 RADAR SYSTEM - HONEYWELL P/N 930-6101-001 - BFE/SPE	[*]	[*]
3445C594A55	TCAS SYSTEM - ACSS TCAS COMPUTER P/N 9003500-10901 - TCAS CHANGE 7 COMPLIANT - BFE/SPE	[*]	[*]
3446-000049	500 SMART CALLOUT INHIBITED	[*]	[*]
3446C174A14	ENHANCED GROUND PROXIMITY WARNING SYSTEM (EGPWS) - BANK ANGLE CALLOUT (VARIABLE CALLOUT BELOW 130 FT) - ENABLE	[*]	[*]
3446C608F25	GROUND PROXIMITY WARNING SYSTEM - MODE 6 ALTITUDE CALLOUTS - RADIO ALTIMETER AT 1000, 500, 100, 50, 40, 30, 20, 10 - ACTIVATION	[*]	[*]
3451-000022	VOR/MARKER BEACON - ROCKWELL RECEIVER P/N 822-0297-001 - BFE/SPE	[*]	[*]
3453C608E39	AUTOMATIC DEPENDENT SURVEILLANCE - BROADCAST (ADS-B) - ADS-B GUIDANCE DISPLAY - PARTIAL WIRING PROVISIONS	[*]	[*]
3453C608E55	AUTOMATIC DEPENDENT SURVEILLANCE - BROADCAST (ADS-B) - CDTI ARINC 429 BUS WIRING BETWEEN EFB AND TCAS PROCESSOR - PARTIAL WIRING PROVISIONS	[*]	[*]

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Supplemental Agreement No. 4

CR	Title	2006\$ 15 A/P'S Price Per A/C	2006\$ Block B A/C Price Per A/C
3453C896A24	ATC SYSTEM - ACSS ATC TRANSPONDER P/N 7517800-11009 ELS/EHS/ES AND TCAS CHANGE 7 COMPLIANT - GABLES CONTROL PANEL P/N G7156-01- BFE/SPE	[*]	[*]
3453C898E41	AIR TRAFFIC CONTROL TRANSPONDER SYSTEM - TRAFFIC COLLISION AND AVOIDANCE SYSTEM (TCAS) AIRPLANE PERSONALITY MODULE WIRING PROVISIONS	[*]	[*]
3455-000019	DISTANCE MEASURING EQUIPMENT (DME) - ROCKWELL INTERROGATOR P/N 822-0329-001 - BFE/SPE	[*]	[*]
3457-000214	AUTOMATIC DIRECTION FINDER (ADF) - DUAL SYSTEM - ROCKWELL ADF-900 SERIES - ADF RECEIVER P/N 822-0299-001; ADF ANTENNA P/N 822-5404-003 - BFE/SPE	[*]	[*]
3461A031A07	TAKE OFF 1 AND 2 DERATE PROMPTS IN FMC'S THRUST LIMIT PAGE - DELETE	[*]	[*]
3461A213A09	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - NON-DIRECTIONAL RADIO BEACON (ADF) APPROACHES	[*]	[*]
3461A213A10	FMCS - ENHANCED FIX PAGE CAPABILITIES	[*]	[*]
3461A213A12	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS)- DISPLAY OF VERTICAL BEARING, FLIGHT PATH ANGLE (FPA) AND VERTICAL SPEED	[*]	[*]
3461A425A05	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - RUNWAY DISTANCE AND OFFSET POSITION SHIFT IN UNITS OF FEET	[*]	[*]
3461A425A08	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - FLIGHT CREW ALERTNESS MONITORING - ENABLE	[*]	[*]
3461A425A10	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - NAVIGATION DATABASE - CUSTOMER SUPPLIED	[*]	[*]
3461A425A23	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS)- QUICK REFERENCE HANDBOOK (QRH) - TAKEOFF SPEEDS- DISPLAYED	[*]	[*]
3461C739A08	FMCS - PROVIDE REQUIRED NAVIGATION PERFORMANCE (RNP) VALUES WITH 0.3 NM APPROACH	[*]	[*]
3511-000012	REMOTE CREW OXYGEN FILL STATION	[*]	[*]
3511B873B93	CREW OXYGEN MASK - FULL FACE MASK WITH BUILT-IN SMOKE GOGGLES - SECOND OBSERVER - EROS - BFE/SPE	[*]	[*]
3511B873B94	CREW OXYGEN MASK - FULL FACE MASK WITH BUILT-IN SMOKE GOGGLES - FIRST OBSERVER - EROS - BFE/SPE	[*]	[*]
3511B873B95	CREW OXYGEN MASKS - FULL FACE MASK WITH BUILT-IN SMOKE GOGGLES - CAPTAIN AND FIRST OFFICER - EROS - BFE/SPE	[*]	[*]
3511C874C91	SUPPLEMENTAL OXYGEN SYSTEM WITHIN CREW REST AND LAVATORY OF THE SUPERNUMERARY AREA	[*]	[*]
3520-000197	REMOTE PASSENGER OXYGEN FILL STATION	[*]	[*]
3520C485C02	QUICK DONNING OXYGEN MASKS - SUPERNUMERARY - BFE/SPE	[*]	[*]

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Supplemental Agreement No. 4

CR	Title	2006\$ 15 A/P'S Price Per A/C	2006\$ Block B A/C Price Per A/C
3520C874H46	OXYGEN SYSTEM PROVISIONS TO SUPPORT EXTENDED OPERATIONAL CAPABILITY	[*]	[*]
4610B872A04	ELECTRONIC FLIGHT BAG (EFB) - INSTALLATION	[*]	[*]
4610C164A11	CUSTOMER UNIQUE ELECTRONIC FLIGHT BAG (EFB) SOFTWARE INSTALLATION - AFTER DELIVERY AND BEFORE FLYAWAY	[*]	[*]
4610C398C10	ELECTRONIC FLIGHT BAG (EFB) - CUSTOMER UNIQUE SOFTWARE INSTALLATION - CUSTOMER WALK AND CUSTOMER ACCEPTANCE FLIGHTS	[*]	[*]
4610C594A09	ELECTRONIC FLIGHT BAG (EFB) SYSTEM - AIRPLANE INFORMATION MANAGEMENT SYSTEM (AIMS) - ACTIVATION OF ARINC 724B ACARS INTERFACE	[*]	[*]
4610C608C41	ELECTRONIC FLIGHT BAG (EFB) INSTALLATION - E- ETHERNET INTERFACE BETWEEN FLIGHT COMPARTMENT PRINTER AND EFB'S RIGHT ELECTRONICS UNIT	[*]	[*]
4610C608E37	AIRPLANE GENERAL INFORMATION SYSTEMS - TWO ETHERNET 10/100 BASE-T BUSES BETWEEN MAIN EQUIPMENT CENTER AND SUPERNUMERARY OVERHEAD STOWAGE COMPARTMENT - PARTIAL WIRING PROVISIONS	[*]	[*]
4610C896A31	AIRPLANE GENERAL INFORMATION SYSTEMS - ONBOARD NETWORK SYSTEM (ONS) - PARTIAL PROVISIONS	[*]	[*]
4610C991B48	AIRPLANE GENERAL INFORMATION SYSTEMS - ONBOARD NETWORK SYSTEM (ONS) - NETWORK INTERFACE PARTIAL PROVISIONS - FLIGHT COMPARTMENT INTERFACE PORT	[*]	[*]
4900-000016	MUFFLER IN APU EXHAUST SYSTEM	[*]	[*]
5250C896A20	LOCKABLE RIGID CARGO BARRIER (RCB) DOORS	[*]	[*]
7200-000412	GE PROPULSION SYSTEM	[*]	[*]
7200A519A02	GENERAL ELECTRIC ENGINES - GE90-110B1L THRUST RATING	[*]	[*]
7430C164D94	IGNITION SWITCHING - GENERAL ELECTRIC GE90 ENGINES - FLIGHT DECK - ENGINE CONTROL PANEL - DELETION OF MANUAL SELECTION OF CONTINUOUS IGNITION	[*]	[*]
7900C483C85	LUBRICATING OIL - BP2197	[*]	[*]
OPTIONS: 161	TOTALS:	[*]	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement No. 4

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

December 2, 2008
6-1162-RRO-1055

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: Notification for a Boeing 777 Boeing Converted Freighter (BCF) Proposal

Reference: a) Purchase Agreement 3157 between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)
b) Letter Agreement 6-1162-RCN-1798 "777 Boeing Converted Freighter" between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

[*]

If you have any questions, please contact me at your earliest convenience.

Sincerely,

THE BOEING COMPANY

/s/ RICHARD R. OCHS

Richard R. Ochs
Regional Director
Aircraft Contracts
Boeing Commercial Airplanes

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

December 18, 2008
6-1162-RRO-1061

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: Revised Dollar-Day Totals

- Reference:
- A) Letter Agreement 6-1162-RRO-1058 dated December 12, 2008, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Revised Payment Schedule for certain Boeing Model 777-FREIGHTER Aircraft
 - B) Supplemental Agreement No. 3 to Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

As advised in the reference A) Letter Agreement;

“...Credit was calculated by Boeing assuming a SA #3 execution date of 12/19/08. A different SA #3 execution date will result in an adjustment to the total dollar-day’s available.”

Since the actual execution date of SA #3 was December 15, 2008, Customer is entitled to an additional four (4) days of dollar-day averaging for the credit generated by SA #3. The adjusted dollar-day total for SA #3 is \$[*].

Please note that the IAM Strike portion is unaffected by the earlier execution date and remains \$[*].

If you have any questions, please contact me at your earliest convenience.

Sincerely,

/s/ RICHARD R. OCHS

THE BOEING COMPANY
Richard R. Ochs
Regional Director
Aircraft Contracts
Boeing Commercial Airplane

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Delivery Notice and Excusable Delay
6-1162-RRO-1069

December 30, 2008
6-1162-RRO-1069

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Phillip Blum
Vice-President — Aircraft Acquisitions & Sales
Subject: Delivery Notice and Excusable Delay
Reference: Letter Dated November 4, 2008, Mr. Lyn Johnson to Mr. Phil Blum, Notice of Resolution of the Labor Dispute with International Association of Machinists and Aerospace Workers (IAM)

Dear Mr. Blum,

As we advised in the reference letter, after conclusion of the IAM strike, Boeing has been developing revised production schedules for delivery of aircraft scheduled for delivery from April 2009 onward. We hereby inform you that, due to the IAM strike, the aircraft noted below (**Aircraft**) will be delayed beyond the contracted delivery month. As such, Boeing hereby gives notice of Excusable Delay pursuant to AGTA-FED, Article 7 (**Excusable Delay**) dated November 7, 2006, between Boeing and Federal Express Corporation which is incorporated by reference in Purchase Agreement No. 3157, dated November 7, 2006, between Boeing and Federal Express Corporation (**Purchase Agreement**).

Model	Contract Month	Revised Month
777F	[*]	[*]
777F	[*]	[*]
777F	[*]	[*]
777F	[*]	[*]
777F	[*]	[*]

Boeing will resume providing contractual delivery notices based on the revised delivery months for each of the Aircraft.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Aircraft escalation and advance payments will be addressed in the following manner:

Escalation

Notwithstanding the revised delivery months, calculation of the Escalation Adjustment for the Aircraft will remain based on the delivery months set forth in Table 1 to the Purchase Agreement.

Advance Payments

1. All advance payments scheduled to be made from the start of the IAM strike will be adjusted to reflect the revised delivery month.
2. Boeing is currently developing the adjusted advance payment schedule which will be completed in January 2009. Advance payments will not be required to be paid pending issuance of the adjusted advance payment schedule.

Please contact me if you have any questions.

Very truly yours,

/s/ RICHARD R. OCHS

Richard R. Ochs
Regional Director
Contracts
Boeing Commercial Airplanes

cc: Paul Righi

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: 777 Boeing Converted Freighter

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Customer Model 777F aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Aircraft General Terms Agreement No. AGTA-FED (the AGTA).

[*]

9.0 Confidential Treatment.

Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Federal Express Corporation
6-1162-RCN-1798R1
Supplemental Agreement No. 4
Page 2

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ RICHARD R. OCHS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 9, 2009

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157 (SA # 4)
777BCF

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Option Aircraft
Reference: Purchase Agreement 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This Letter Agreement amends the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Subject to Customer's exercise of the options granted hereunder, Boeing agrees to manufacture and sell to Customer additional Model 777-FREIGHTER aircraft as Aircraft. The delivery months, number of aircraft, Advance Payment Base Price per aircraft and advance payment schedule are listed in the Attachment to this Letter Agreement. The Airframe Price shown includes the Engine Price.

1. Aircraft Description and Changes

- 1.1 Option Aircraft Description: The Option Aircraft are described by the Detail Specification listed in the Attachment.
- 1.2 Changes: The Detail Specification of the Option Aircraft will be D019W007FED7F-1, Rev NEW, as revised to reflect:
 - (i) Changes that have been made to the Detail Specification of Customer's Aircraft under the Purchase Agreement between the date of this letter and the time of Customer's exercise of each option;
 - (ii) Changes required to obtain required regulatory certificates; and
 - (iii) Changes mutually agreed upon.
- 1.3 [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

2. Price

2.1 The pricing elements of the Option Aircraft are listed in the Attachment.

2.2 Price Adjustments.

2.2.1 Changes. The price of the Option Aircraft will be adjusted to reflect changes discussed in paragraph 1.2 above, provided that the price for changes in 1.2 (ii) are subject to the terms of Section 3.2.2 of the AGTA [*].

2.2.2 Optional Features. Unless otherwise agreed by the parties, the Option Aircraft will contain the same Optional Features shown in Exhibit A to the Purchase Agreement, and the price of such Optional Features is shown in the Attachment hereto.

2.2.3 Escalation Adjustments. The Airframe Price and the price of Optional Features for Option Aircraft will be escalated on the same basis as the Aircraft.

3. Payment.

3.1 [*]

3.2 Following option exercise, advance payments in the amounts and at the dates pursuant to the appropriate advance payment schedule as set forth in the Attachment will be payable for the Option Aircraft. The remainder of the Aircraft Price for the Option Aircraft will be paid at the time of delivery.

4. Option Exercise.

4.1 Customer may exercise an option by giving written notice to Boeing on or before the date [*] prior to the delivery dates listed in the Attachment (Option Exercise Date). Upon option exercise, Boeing will have the right to adjust the scheduled delivery by [*].

4.2 [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

5. Contract Terms.

Boeing and Customer will use their best efforts to amend the definitive agreement to add the exercised Option Aircraft as an Aircraft within 30 days following option exercise.

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

Very truly yours,

THE BOEING COMPANY

By /s/ RICHARD R. OCHS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 9, 2009

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President — Aircraft Acquisitions/SAO

Attachment

P.A. No. 3157 (SA # 4)

Option_Aircraft

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Aircraft Performance Guarantees for Block B Aircraft

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the performance guarantees in the Attachment. [*]

Customer agrees not to disclose this Letter Agreement, attachments, or any other information related to this Letter Agreement without prior written consent by Boeing.

Very truly yours,

THE BOEING COMPANY

By /s/ RICHARD R. OCHS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 9, 2009

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President — Aircraft Acquisitions/SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

MODEL 777 FREIGHTER PERFORMANCE GUARANTEES

FOR FEDERAL EXPRESS CORPORATION

<u>SECTION</u>	<u>CONTENTS</u>
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	MANUFACTURER'S EMPTY WEIGHT
4	AIRCRAFT CONFIGURATION
5	GUARANTEE CONDITIONS
6	GUARANTEE COMPLIANCE
7	EXCLUSIVE GUARANTEES

P.A. No. 3157
AERO-B-BBA4-M06-1225D

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Special Matters for Block B Aircraft

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

7. ADVANCE PAYMENT SETOFF RIGHTS

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

[*]

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12. PUBLIC ANNOUNCEMENT

Notwithstanding the terms in the Purchase Agreement, neither Party shall in any manner advertise or make any public statement regarding Customer's purchase of the Block B Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party except as may be authorized in writing by an authorized officer of the other Party.

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ RICHARD R. OCHS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 9, 2009

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157 (SA # 4)

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Special Matters for Options as detailed in Letter Agreement 6-1162-RRO-1062

Reference: A) Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

B) Letter Agreement 6-1162-RRO-1062 Option Aircraft

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

6. ADVANCE PAYMENT SETOFF RIGHTS

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

[*]

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11. PUBLIC ANNOUNCEMENT

Notwithstanding the terms in the Purchase Agreement, neither Party shall in any manner advertise or make any public statement regarding Customer's purchase of the Option Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party except as may be authorized in writing by an authorized officer of the other Party.

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ RICHARD R. OCHS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 9, 2009

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President — Aircraft Acquisitions/SAO

P.A. No. 3157 (SA # 4)

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

January 9, 2009
6-1162-RRO-1068

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Special Provision — Block B Aircraft

Reference: Purchase Agreement 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

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Federal Express Corporation
6-1162-RRO-1068
January 9, 2009
Page 2

[*]

Very Truly Yours,

THE BOEING COMPANY

/s/ RICHARD R. OCHS

Richard R. Ochs
Regional Director
BCA Contracts
Telephone: 206-766-2256
Email: richard.r.ochs@boeing.com
Mail Code: 21-43

Agreed and Accepted

date: January 9, 2009

FEDERAL EXPRESS CORPORATION

Signature: /s/ PHILLIP C. BLUM

Printed name: Phillip C. Blum

Title: Vice President — Aircraft Acquisitions/GAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

January 9, 2009
6-1162-RRO-1070

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: Aircraft with Delivery Month of August 2010 (MSN 37728)

Reference: A) Letter 6-1162-RRO-1069 dated December 30, 2008, to Mr. Phil Blum of Federal Express Corporation (Customer) relating to Notice of Excusable Delay for certain Boeing Model 777-FREIGHTER Aircraft

B) Purchase Agreement 3157 (Purchase Agreement), dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

Per reference A) Letter, Boeing has advised Customer of a "Notice of Excusable Delay", for the subject Aircraft and that the revised delivery month for the subject Aircraft will be October 2010. [*]

If you have any questions, please contact me at your earliest convenience.

Sincerely,

/s/ RICHARD R. OCHS

THE BOEING COMPANY
Richard R. Ochs
Regional Director
Aircraft Contracts
Boeing Commercial Airplane

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

January 9, 2009
6-11 62-RRO-1071

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: Dollar-Day Total (Aircraft # 7 and # 8)

- Reference:
- A) Letter Agreements 6-1162-RRO-1058 and 6-1162-RRO-1061 between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Revised Payment Schedule for certain Boeing Model 777-FREIGHTER Aircraft
 - B) Letter Agreement 6-1162-RRO-1069 "Delivery Notice and Excusable Delay" between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Revised Payment Schedule for certain Boeing Model 777-FREIGHTER Aircraft
 - C) Supplemental Agreement No. 3 to Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

As advised in the reference B) Letter Agreement, five (5) Aircraft have been subject to "Excusable Delay" as a result of the recent Boeing IAM Strike. Boeing and Customer agree that only three (3) of the Aircraft [*] affected by this "Excusable Delay" have been accounted for in the dollar-day totals in the referenced A) Letter Agreements.

Thus, Boeing acknowledges that the dollar-day total for the other two (2) Aircraft [*] as a result of the recent IAM Strike, and not previously accounted for, is \$[*].

If you have any questions, please contact me at your earliest convenience.

Sincerely,

/s/ RICHARD R. OCHS

THE BOEING COMPANY
Richard R. Ochs
Regional Director
Aircraft Contracts
Boeing Commercial Airplane

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

January 9, 2009
6-1162-RRO-1073 **R1**

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: Dollar-Day Total [Aircraft MSNs 37730 (#10) and 37731 (#11)]

Reference: Supplemental Agreement No. 4 to Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

This Letter supersedes and cancels Letter 6-1162-RRO-1073 dated January 9, 2009. For your convenience, all changes have been bolded.

Dear Mr. Burkhart:

As a result of Supplemental Agreement No. 4 the scheduled delivery months for the two (2) subject Aircraft have moved from [*] to [*] and from [*] to [*], respectively, which results in Customer having pre-paid advance payments for the subject Aircraft in the amount of \$[*]. Such amount will be retained by Boeing and will continue to be treated under the Purchase Agreement as advance payments, except that Boeing will apply such amount, in whole or in part, to future advance payment(s) by Customer becoming due under the Purchase Agreement subsequent to the date of Supplemental Agreement No. 4, as directed by Customer.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

/s/ RICHARD R. OCHS

THE BOEING COMPANY
Richard R. Ochs
Regional Director
Aircraft Contracts
Boeing Commercial Airplane

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January 12, 2009

VIA FACSIMILE (425) 237-1706

Boeing Commercial Airplanes
1901 Oakesdale Avenue S.W.
Seattle, Washington 98055
U.S.A.

Attention: Lyn A. Johnson, Vice President — Contracts
Mail Code 21-34

**Re: Supplemental Agreement No. 4 to Purchase Agreement No. 3157 between The Boeing Company and Federal Express Corporation
Relating to Boeing Model 777-FREIGHTER Aircraft (“Supplemental Agreement”)**

Dear Mr. Johnson:

Pursuant to Paragraph 14 of the Supplemental Agreement, Federal Express Corporation hereby confirms to The Boeing Company that it received approval on January 12, 2009, from the board of directors of its parent company, FedEx Corporation, for the transactions contemplated in the Supplemental Agreement. Accordingly, the Supplemental Agreement shall be deemed effective as of January 12, 2009.

Please do not hesitate to contact me should you have any questions.

Very truly yours,
FEDERAL EXPRESS CORPORATION

/s/ WILLIAM S. MORRIS
William S. Morris
Senior Attorney

cc: Kevin Schemm, VP of Americas Sales, The Boeing Company
Richard R. Ochs, Regional Director, The Boeing Company
Paul Righi, Sales Director, The Boeing Company
Cary S. Blancett, VP Business Transactions, FedEx Express
Phillip C. Blum, VP Aircraft Acquisitions/SAO, FedEx Express
Kevin A. Burkhart, Managing Director A/C Acq. & Sales, FedEx Express

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

[Federal Express Corporation letterhead]

May 29, 2009

VIA EMAIL (richard.r.ochs@boeing.com)

The Boeing Company
P.O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

Attention: Richard R. Ochs, Regional Director
Aircraft Contracts, Boeing Commercial Airplane

Re: Purchase Agreement No. 3157 between The Boeing Company and Federal Express Corporation Relating to Boeing Model 777-FREIGHTER Aircraft, dated November 7, 2006 (together with the ancillary documents thereto, the "Purchase Agreement")

Dear Mr. Ochs:

Thank you for your letter dated May 19, 2009, to Mr. Kevin Burkhart of Federal Express Corporation, identified as Letter 6-1162-RRO-1100.

In connection therewith, we are pleased to inform you that Federal Express Corporation agrees to the return of the Aircraft identified in your letter dated December 30, 2008, to Mr. Phil Blum of Federal Express Corporation, identified as Letter 6-1162-RRO-1069, as having a revised scheduled delivery month of [*] (the "Subject Aircraft") to its previously scheduled delivery month of [*].

Please do not hesitate to contact me should you have any questions.

Very truly yours,
FEDERAL EXPRESS CORPORATION

/s/ PHILLIP C. BLUM

Phillip C. Blum
Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

May 19, 2009
6-1162-RRO-1100

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: Aircraft with Delivery Month of [*] (MSN 37728)

Reference: A) Letter 6-1162-RRO-1069 dated December 30, 2008, to Mr. Phil Blum of Federal Express Corporation (Customer) relating to Notice of Excusable Delay for certain Boeing Model 777-FREIGHTER Aircraft

B) Purchase Agreement 3157 (Purchase Agreement), dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

Per reference A letter, Boeing advised Customer of a “Notice of Excusable Delay”, for the subject Aircraft and that the revised delivery month for the subject Aircraft will be [*]. Boeing is now in a position to return the subject Aircraft to its original delivery month of [*]. Boeing feels [*].

However, Boeing also understands [*]. Thus, in consideration of the strong business relationship between Boeing and FedEx, Boeing agrees that [*].

Boeing needs [*]. For this reason, Boeing respectfully requests that [*].

If you have any questions, please contact me at your earliest convenience.

Sincerely,

/s/ Richard R. Ochs

THE BOEING COMPANY
Richard R. Ochs
Regional Director
Aircraft Contracts
Boeing Commercial Airplane

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 5

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 11th day of January, 2010, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the Aircraft); and

WHEREAS, Customer desires to re-schedule the delivery of two (2) Aircraft (Rescheduled Aircraft) as follows;

Serial Number	Current Delivery Month per SA # 4	Revised Delivery Month
[*]	[*]	[*]
[*]	[*]	[*]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 5 to
Purchase Agreement No. 3157

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 5.
2. Remove and replace, in its entirety, Table 1 to the Purchase Agreement with the revised Table 1 attached hereto to reflect changes relating to the Rescheduled Aircraft.
3. Boeing and Customer agree that all advance payments for the Rescheduled Aircraft will [*].
4. Boeing and Customer further agree that the final delivery payment for the Rescheduled Aircraft will [*].

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Richard R. Ochs

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President — Aircraft Acquisitions/SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

TABLE OF CONTENTS

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<u>ARTICLES</u>	
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<u>EXHIBIT</u>	
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B. Aircraft Delivery Requirements and Responsibilities	
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CS1. Customer Support Variables	
EE1. Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1. Service Life Policy Components	

LETTER AGREEMENT

3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066	Special Matters for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision — Block B Aircraft	4

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 5 to
Purchase Agreement No. 3157

SUPPLEMENTAL AGREEMENTS

	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 6

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 17 th day of March 2010, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the **Aircraft**);

WHEREAS, the parties entered into an Aircraft General Terms Agreement, dated November 7, 2006, as incorporated by reference into the Purchase Agreement (AGTA);

WHEREAS, Customer anticipates, pursuant to that certain Purchase Agreement Assignment between [*] and Customer (Assignment Agreement), taking delivery from Boeing of one (1) new Boeing model 777-F aircraft with manufacturing serial number [*]; and

WHEREAS, Boeing and Customer desire that, for the purposes of post-delivery support and operation, [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. 3157

Supplemental Agreement #6

Supplemental Agreement 6 to
Purchase Agreement No. 3157

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

[*]

8. Effectiveness.

The matters, rights, obligations, mutual covenants and entitlements of Boeing and Customer shall be effective upon Customer taking title to [*]. Should Customer not take title to [*] pursuant to the Assignment Agreement, for any reason, the matters, rights, obligations, mutual covenants and entitlements of Boeing and Customer set forth in this Supplemental Agreement shall be null and void.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

FEDERAL EXPRESS CORPORATION

By: /s/ Christopher L. Odegard

By: /s/ Phillip C. Blum

Its: Attorney-In-Fact

Its: Vice President — Aircraft Acquisitions/SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement No. 7

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 17 th day of March 2010, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

WITNESSETH:

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the **Aircraft**);

WHEREAS, the parties entered into an Aircraft General Terms Agreement, dated November 7, 2006, as incorporated by reference into the Purchase Agreement (AGTA);

WHEREAS, Customer anticipates acquiring and taking delivery of one (1) used Boeing model 777-F aircraft with manufacturing serial number [*];

WHEREAS, Boeing and Customer desire that, for the convenience of the parties, for purposes of post-delivery support and operation of [*].

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

[*]

10. Effectiveness.

The matters, rights, obligations, mutual covenants and entitlements of Boeing and Customer shall be effective upon Customer taking title to [*]. Customer agrees to provide written notice to Boeing regarding the date Customer takes title to [*]. Should Customer not take title to [*], for any reason, the matters, rights, obligations, mutual covenants and entitlements of Boeing and Customer set forth in this Supplemental Agreement shall be null and void.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Christopher L. Odegard

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President — Aircraft Acquisitions/SAO

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Supplemental Agreement No. 8

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 30 th day of April 2010, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

WITNESSETH:

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the Aircraft); and

WHEREAS, Customer desires to add four (4) new Aircraft to the Purchase Agreement with delivery months as follows;

Delivery Month for new Aircraft
[*]
[*]
[*]
[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

- All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.
1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 8.
 2. Customer and Boeing hereby acknowledge and confirm that four (4) new Aircraft with delivery months of [*], [*], [*] and [*] are hereby added to the Purchase Agreement and will be collectively called Block C Aircraft (Block C).
 3. Table 1-C attached hereto is hereby added to the Purchase Agreement to incorporate the delivery dates and pricing of the Block C Aircraft.
 4. Customer and Boeing agree that the Block C Aircraft will be subject to and benefit from the same terms and conditions as the Aircraft except as set forth herein and in writing signed by the authorized representatives of the parties.
 5. Customer and Boeing agree that the Block C Aircraft will be treated exactly as Block B Aircraft except:
 - 5.1 Delivery dates and pricing of Block C Aircraft will be determined by Table 1-C.
 - 5.2 Letter Agreement FED-PA—LA-1000790 titled “Special Matters for Block C Aircraft” attached hereto is hereby added to the Purchase Agreement to reflect certain agreements between Customer and Boeing with respect to Block C Aircraft.
 - 5.3 Letter Agreement 6-1162-RRO-1066 “Special Matters for Block B Aircraft” shall not apply to the Block C Aircraft.
 - 5.4 Letter Agreement 6-1162-RRO-1068 titled “Special Provision — Block B Aircraft” shall not apply to the Block C Aircraft.
 - 5.5 Letter Agreement [*] titled [*] shall not apply to the Block C Aircraft.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 8 to
Purchase Agreement No. 3157

- 5.6 Letter Agreement 6-1162-RCN-1798R1 titled "777 Boeing Converted Freighter" shall not apply to the Block C Aircraft.
- 5.7 The Aircraft Performance Guarantees detailed in Letter Agreement 6-1162-RCN-1791 are applicable to the Block C Aircraft.
- 5.8 Letter Agreement 6-1162-RRO-1065 "Aircraft Performance Guarantees for Block B Aircraft" shall not apply to the Block C Aircraft.
- 6. As a result of adding the Block C Aircraft to the Purchase Agreement, advance payments in the amount of \$[*] will be due concurrent with Customer's written confirmation to Boeing as detailed in Article 7 below.
- 7. This Supplemental Agreement shall not be effective unless and until, and the matters expressed herein are expressly conditioned upon, Customer receiving approval from the board of directors of Customer's parent company, FedEx Corporation. Should such approval not be granted and confirmed in writing by Customer to Boeing by May 3, 2010, this Supplemental Agreement shall automatically terminate and be null and void in all respects, and neither party shall owe any obligation to the other party with respect to the matters expressed herein; provided, however, no such termination shall otherwise impact the parties' rights and obligations existing under the Purchase Agreement prior to this Supplemental Agreement. For the sake of clarity, neither party shall be deemed to be in default hereunder for failing to have performed any obligation created under this Supplement Agreement, including without limitation any payment obligation, prior to the receipt by Boeing of the aforementioned written confirmation.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Richard R. Ochs

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President — Aircraft Acquisitions/SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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A1. Aircraft Configuration (Block B Aircraft)	4
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AE1. Escalation Adjustment/Airframe and Optional Features	
CS1. Customer Support Variables	
EE1. Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1. Service Life Policy Components	
P.A. No. 3157	4
	SA 8

BOEING PROPRIETARY

LETTER AGREEMENT

3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066	Special Matters for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision — Block B Aircraft	4
FED-PA—LA-1000790	Special Matters for Block C Aircraft	8

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

DATED AS OF: _____

SUPPLEMENTAL AGREEMENTS

Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
P.A. No. 3157	SA 8

April 30, 2010

6-1162-RRO-1144

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: [*]

Reference: Supplemental Agreement No. 8 to Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

In consideration of the strong business relationship between Boeing and Customer, and Customer executing Supplemental Agreement No. 8, Boeing has agreed to [*].

Further Customer agrees and acknowledges that Attachment A cannot be revised/modified in anyway unless specifically agreed to in writing by Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ Richard R. Ochs

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: April 30, 2010

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President — Aircraft Acquisitions/SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BOEING PROPRIETARY

Federal Express

PA 3157

[*]

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BOEING PROPRIETARY

Federal Express
PA 3157
[*]

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BOEING PROPRIETARY

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Special Matters for Block C Aircraft

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

8. ADVANCE PAYMENT SETOFF RIGHTS

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

[*]

10. PUBLIC ANNOUNCEMENT

Notwithstanding the terms in the Purchase Agreement, neither Party shall in any manner advertise or make any public statement regarding Customer's purchase of the Block C Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party except as may be authorized in writing by an authorized officer of the other Party.

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BOEING PROPRIETARY

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By: /s/ Richard R. Ochs

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: April 30, 2010

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President — Aircraft Acquisitions/SAO

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 9

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 18 th day of June, 2010, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

WITNESSETH :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the **Aircraft**);

WHEREAS, the parties entered into an Aircraft General Terms Agreement, dated November 7, 2006, as incorporated by reference into the Purchase Agreement (AGTA);

WHEREAS, Customer anticipates, pursuant to that certain Purchase Agreement Assignment between [*] and Customer (Assignment Agreement), taking delivery from Boeing of one (1) new Boeing model 777-F aircraft with manufacturing serial number [*]; and

WHEREAS, Boeing and Customer desire that, for the purposes of post-delivery support and operation, [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

[*]

8. Effectiveness.

Except with respect to matters, rights, obligations, mutual covenants and entitlements expressed herein pertaining to pre-delivery matters, the matters, rights, obligations, mutual covenants and entitlements of Boeing and Customer shall be effective upon Customer taking title to [*]. Should Customer not take title to [*], for any reason, the matters, rights, obligations, mutual covenants and entitlements of Boeing and Customer set forth in this Supplemental Agreement shall be cancelled and become null and void except for any Service Agreement(s) that were executed amongst [*] and Customer.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

FEDERAL EXPRESS CORPORATION

By: /s/ RICHARD R. OCHS

By: /s/ PHILLIP C. BLUM

Its: Attorney-In-Fact

Its: VP, Aircraft Acquisitions & SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement No. 10

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 18 th day of June, 2010, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

WITNESSETH :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the **Aircraft**);

WHEREAS, the parties entered into an Aircraft General Terms Agreement, dated November 7, 2006, as incorporated by reference into the Purchase Agreement (AGTA);

WHEREAS, Customer anticipates, pursuant to that certain Purchase Agreement Assignment between [*] and Customer (Assignment Agreement), taking delivery from Boeing of one (1) new Boeing model 777-F aircraft with manufacturing serial number [*]; and

WHEREAS, Boeing and Customer desire that, for the purposes of post-delivery support and operation, [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

[*]

8. Effectiveness.

Except with respect to matters, rights, obligations, mutual covenants and entitlements expressed herein pertaining to pre-delivery matters, the matters, rights, obligations, mutual covenants and entitlements of Boeing and Customer shall be effective upon Customer taking title to [*]. Should Customer not take title to [*], for any reason, the matters, rights, obligations, mutual covenants and entitlements of Boeing and Customer set forth in this Supplemental Agreement shall be cancelled and become null and void except for any Service Agreement(s) that were executed amongst [*] and Customer.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

FEDERAL EXPRESS CORPORATION

By: /S/ RICHARD R. OCHS

By: /s/ PHILLIP C. BLUM

Its: Attorney-In-Fact

Its: VP, Aircraft Acquisitions & SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement No. 11

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, is entered into as of the 19 th day of August, 2010, but shall not be effective until the “SA 11 Effective Date” (as defined in and as will be established pursuant to Article 14 below), by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

WITNESSETH :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (Aircraft); and

WHEREAS, Customer desires to add two (2) new Aircraft to the Purchase Agreement with delivery months as follows:

Delivery Month for new Aircraft	Manufacturer's Serial Number
[*]	[*]
[*]	[*]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to amend and supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

All capitalized terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 11.
2. Customer and Boeing hereby acknowledge and confirm that two (2) new Aircraft with delivery months of [*] bearing Manufacturer’s Serial Number (MSN) [*] and of [*] bearing [*], respectively, are hereby added to the Purchase Agreement and will be considered Block C Aircraft (Block C).
3. Remove and replace, in its entirety, Table 1-C with the revised Table 1-C attached hereto to reflect the addition of the Block C Aircraft bearing MSN [*], and to incorporate the delivery date and pricing of the Block C Aircraft bearing MSN [*], which Aircraft has been added to the Purchase Agreement by this Supplemental Agreement No. 11.
4. Table 1-C1 attached hereto is hereby added to the Purchase Agreement to reflect the addition of the Block C Aircraft bearing MSN [*] and to incorporate the delivery date and pricing of the Block C Aircraft bearing MSN [*], which Aircraft has been added to the Purchase Agreement by this Supplemental Agreement No. 11.
5. Exhibit A2 is hereby added to the Purchase Agreement to incorporate an updated Detail Specification and to reflect the Optional Features [*] for all Block C Aircraft, including those added by Supplemental Agreement No. 8 and those added by this Supplemental Agreement No. 11, but excluding the Block C Aircraft bearing MSN [*].
6. Exhibit A3 is hereby added to the Purchase Agreement to incorporate a different Detail Specification for the Block C Aircraft bearing MSN [*].
7. Customer and Boeing agree that the two (2) Block C Aircraft added to the Purchase Agreement by this Supplemental Agreement No. 11 will be subject to and benefit from the same terms and conditions as the other Block C Aircraft, except as otherwise expressly set forth herein and except as otherwise may be agreed to in a writing signed by the authorized representatives of the parties.
8. Remove and replace, in its entirety, Letter Agreement FED-PA-LA-1000790 “Special Matters for Block C Aircraft” with the revised Letter Agreement FED-PA-LA-1000790R1 attached hereto, to reflect the changes made by this Supplemental Agreement No. 11.

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 11 to
Purchase Agreement No. 3157

10. As a result of adding the Block C Aircraft bearing MSN [*] and MSN [*] to the Purchase Agreement pursuant to this Supplemental Agreement No. 11, [*].
11. [*].
12. [*]
13. [*]
14. [*]
15. [*]

15.3 On the SA 11 Effective Date, Supplemental Agreement No. 9 and Supplemental Agreement No. 10 to the Purchase Agreement shall be cancelled and become null and void.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ RICHARD R. OCHS

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: VP, Aircraft Acquisitions & SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

TABLE OF CONTENTS

<u>ARTICLES</u>		<u>SA NUMBER</u>
1.	Quantity, Model and Description	
2.	Delivery Schedule	
3.	Price	
4.	Payment	
5.	Miscellaneous	

TABLE

1.	Aircraft Information Table	5
1B	Block B Aircraft Information Table	4
1C	Block C Aircraft Information Table	11
1C1	Block C Aircraft Information Table (MSN [*])	11

EXHIBIT

A.	Aircraft Configuration	4
A1.	Aircraft Configuration (Block B Aircraft)	4
A2.	Aircraft Configuration (Block C Aircraft except MSN [*])	11
A3.	Aircraft Configuration (Block C Aircraft w/ MSN [*])	11
B.	Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

AE1.	Escalation Adjustment/Airframe and Optional Features	
CS1.	Customer Support Variables	
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1.	Service Life Policy Components	

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>LETTER AGREEMENT</u>		<u>SA NUMBER</u>
3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066	Special Matters for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision — Block B Aircraft	4
FED-PA—LA-1000790R1	Special Matters for Block C Aircraft	11

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SUPPLEMENTAL
AGREEMENTS

DATED AS OF:

Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
P.A. No. 3157	SA 11

BOEING PROPRIETARY

BLOCK C AIRCRAFT CONFIGURATION

Dated August 19, 2010

relating to

BOEING MODEL 777-FREIGHTER BLOCK C AIRCRAFT

The Detail Specification for FedEx is Detail Specification D019W007FED7F-1, Rev B. Such Detail Specification will be comprised of Boeing Configuration Specification D019W007 Rev D and as amended to incorporate the Options attached here to, including the effects on Manufacturer's Empty Weight (MEW) and Operating Empty Weight (OEW).

The Aircraft Basic Price reflects and includes all effects of such Optional Features, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

Supplemental Agreement No. 11

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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BLOCK C AIRCRAFT CONFIGURATION

Dated August 19, 2010

relating to

BOEING MODEL 777-FREIGHTER BLOCK C AIRCRAFT with MSN [*]

The Detail Specification is [*]. Such Detail Specification will be comprised of Boeing Configuration Specification D019W007, Rev NEW, dated July 24, 2006 as amended to incorporate the optional features (Options) listed below, including the effects on Manufacturer's Empty Weight (MEW) and Operating Empty Weight (OEW).

The Aircraft Basic Price reflects and includes all effects of such Options, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BOEING PROPRIETARY

[*]

[*]

[*]

[*]

[*]

[*]

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Supplemental Agreement No. 11

BOEING PROPRIETARY

Page 1

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Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Special Matters for Block C Aircraft

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

8. ADVANCE PAYMENT SETOFF RIGHTS

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157 (SA # 11)

BOEING PROPRIETARY

10. PUBLIC ANNOUNCEMENT

Notwithstanding the terms in the Purchase Agreement, neither Party shall in any manner advertise or make any public statement regarding Customer's purchase of the Block C Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party except as may be authorized in writing by an authorized officer of the other Party.

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement/and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ RICHARD R. OCHS
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 19, 2010

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM
Its VP, Aircraft Acquisitions & SAO

P.A. No. 3157 (SA # 11)

BOEING PROPRIETARY

Supplemental Agreement No. 13

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 27 th day of August, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

WITNESSETH :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the Aircraft); and

WHEREAS, Customer desires to re-schedule the delivery of one (1) Aircraft (Rescheduled Aircraft) as follows;

Serial Serial Number	Current Delivery Month per SA # 8	Revised Delivery Month
[*]	[*]	[*]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 13 to
Purchase Agreement No. 3157

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 13.
2. Remove and replace, in its entirety, Table 1-C to the Purchase Agreement with the revised Table 1-C attached hereto to reflect changes relating to the Rescheduled Aircraft.
3. Customer and Boeing hereby acknowledge and confirm that Letter Agreement 6-1162-RRO-1144 is hereby deleted and replaced in its entirety with Letter Agreement 6-1162-RRO-1144R1.
4. Boeing’s offer to re-schedule the Rescheduled Aircraft [*] will expire on August 27, 2010, if not accepted by written notice by such date.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ RICHARD R. OCHS

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: VP, Aircraft Acquisitions & SAO

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TABLE OF CONTENTS

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1. Quantity, Model and Description	5
2. Delivery Schedule	4
3. Price	13
4. Payment	11
5. Miscellaneous	[*]
 <u>TABLE</u>	
1. Aircraft Information Table	5
1B Block B Aircraft Information Table	4
1C Block C Aircraft Information Table	13
1C1 Block C Aircraft Information Table (MSN [*])	11
[*] [*]	[*]
 <u>EXHIBIT</u>	
A. Aircraft Configuration	4
A1. Aircraft Configuration (Block B Aircraft)	4
A2. Aircraft Configuration (Block C Aircraft except MSN [*])	11
A3. Aircraft Configuration (Block C Aircraft w/ MSN [*])	11
[*] [*]	[*]
B. Aircraft Delivery Requirements and Responsibilities	
 <u>SUPPLEMENTAL EXHIBITS</u>	
AE1. Escalation Adjustment/Airframe and Optional Features	
CS1. Customer Support Variables	
EE1. Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1. Service Life Policy Components	

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<u>LETTER AGREEMENT</u>		<u>SA NUMBER</u>
3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066R1	Special Matters for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision — Block B Aircraft	4
FED-PA—LA-1000790R1	Special Matters for Block C Aircraft	11
[*]	[*]	[*]

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P.A. No. 3157

SA 13

BOEING PROPRIETARY

SUPPLEMENTAL
AGREEMENTS

DATED AS OF:

Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
[*]	[*]
Supplemental Agreement No. 13	August 27, 2010

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157

SA 13

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

August 11, 2010
6-1162-RRO-1144R1

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: [*]

Reference: Supplemental Agreement No. 8 and No. 13 to Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

In consideration of the strong business relationship between Boeing and Customer, and Customer executing Supplemental Agreement No. 8, Boeing has agreed to [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



6-1162-RRO-1144R1

August 11, 2010

Page 2

Further Customer agrees and acknowledges that Attachment A can not be revised/modified in anyway unless specifically agreed to in writing by Boeing.

Very truly yours,

THE BOEING COMPANY

By /s/ RICHARD R. OCHS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: August 27, 2010

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its VP, Aircraft Acquisitions & SAO

Boeing Proprietary

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 12

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 3 rd day of September, 2010, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (Aircraft); and

WHEREAS, Customer desires to add two (2) new Aircraft to the Purchase Agreement with delivery months as follows;

Delivery Month for
new Aircraft

[*]

[*]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 12 to
Purchase Agreement No. 3157

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 12.
2. Customer and Boeing hereby acknowledge and confirm that two (2) new Aircraft with delivery months of [*] and [*] are hereby added to the Purchase Agreement and will be collectively called Block D Aircraft (Block D).
3. [*]
4. Table 1-D attached hereto is hereby added to the Purchase Agreement to incorporate the delivery dates and pricing of the Block D Aircraft.
5. Exhibit A4 is hereby added to the Purchase Agreement to incorporate an updated Detail Specification and to reflect the Optional Features [*] for all Block D Aircraft.
6. Customer and Boeing agree that the Block D Aircraft will be subject to and benefit from the same terms and conditions as the Aircraft except as set forth herein and in writing signed by the authorized representatives of the parties.
7. Customer and Boeing agree that the Block D Aircraft will be treated exactly as Block B Aircraft except:
 - 7.1 Delivery dates and pricing of Block D Aircraft will be determined by Table 1-D.
 - 7.2 Letter Agreement FED-PA—LA-1001683 titled “Special Matters for Block D Aircraft” attached hereto is hereby added to the Purchase Agreement to reflect certain agreements between Customer and Boeing with respect to Block D Aircraft.
[*]
9. As a result of adding the Block D Aircraft to the Purchase Agreement, [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 12 to
Purchase Agreement No. 3157

11. Boeing's offer to add the Block D Aircraft to the Purchase Agreement will expire on September 3, 2010, if not accepted by written notice by such date.
12. This Supplemental Agreement shall not be effective unless and until, and the matters expressed herein are expressly conditioned upon, Customer receiving approval from the board of directors of Customer's parent company, FedEx Corporation. Should such approval not be granted and confirmed in writing by Customer to Boeing by September 28, 2010, this Supplemental Agreement shall automatically terminate and be null and void in all respects, and neither party shall owe any obligation to the other party with respect to the matters expressed herein; provided, however, no such termination shall otherwise impact the parties' rights and obligations existing under the Purchase Agreement prior to this Supplemental Agreement. For the sake of clarity, neither party shall be deemed to be in default hereunder for failing to have performed any obligation created under this Supplement Agreement, including without limitation any payment obligation, prior to the receipt by Boeing of the aforementioned written confirmation.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ RICHARD R. OCHS
Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM
Its: VP, Aircraft Acquisitions & SAO

TABLE OF CONTENTS

		<u>SA NUMBER</u>
<u>ARTICLES</u>		
1.	Quantity, Model and Description	
2.	Delivery Schedule	
3.	Price	
4.	Payment	
5.	Miscellaneous	
<u>TABLE</u>		
1.	Aircraft Information Table	5
1B	Block B Aircraft Information Table	4
1C	Block C Aircraft Information Table	11
1C1	Block C Aircraft Information Table (MSN [*])	11
1D	Block D Aircraft Information Table	12
<u>EXHIBIT</u>		
A.	Aircraft Configuration	4
A1.	Aircraft Configuration (Block B Aircraft)	4
A2.	Aircraft Configuration (Block C Aircraft except MSN [*])	11
A3.	Aircraft Configuration (Block C Aircraft w/ MSN [*])	11
A4.	Aircraft Configuration (Block D Aircraft)	12
B.	Aircraft Delivery Requirements and Responsibilities	
<u>SUPPLEMENTAL EXHIBITS</u>		
AE1.	Escalation Adjustment/Airframe and Optional Features	
CS1.	Customer Support Variables	
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1.	Service Life Policy Components	

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

LETTER AGREEMENTSA
NUMBER

3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066R1	Special Matters for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision — Block B Aircraft	4
FED-PA—LA-1000790R1	Special Matters for Block C Aircraft	11
FED-PA—LA-1001683	Special Matters for Block D Aircraft	12

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157

SA 12

BOEING PROPRIETARY

<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
P.A. No. 3157	SA 12

BOEING PROPRIETARY

BLOCK D AIRCRAFT CONFIGURATION

Dated September 3, 2010

relating to

BOEING MODEL 777-FREIGHTER BLOCK D AIRCRAFT

The Detail Specification for FedEx is Detail Specification D019W007FED7F-1, Rev B. Such Detail Specification will be comprised of Boeing Configuration Specification D019W007 Rev D and as amended to incorporate the Options attached here to, including the effects on Manufacturer's Empty Weight (MEW) and Operating Empty Weight (OEW).

The Aircraft Basic Price reflects and includes all effects of such Optional Features, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

Supplemental Agreement No. 12

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Special Matters for Block D Aircraft

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

7. ADVANCE PAYMENT SETOFF RIGHTS

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157 (SA # 12)

BOEING PROPRIETARY

9. PUBLIC ANNOUNCEMENT

Notwithstanding the terms in the Purchase Agreement, neither Party shall in any manner advertise or make any public statement regarding Customer's purchase of the Block D Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party except as may be authorized in writing by an authorized officer of the other Party.

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity. Notwithstanding the above, Boeing acknowledges that Customer may disclose this Letter Agreement / and attachment(s) hereto to FedEx Corporation, its Board of Directors, and to Customer's and FedEx Corporation's professional advisors who are under a duty of confidentiality with respect thereto.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By: /s/ RICHARD R. OCHS

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 3, 2010

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: VP, Aircraft Acquisitions & SAO

P.A. No. 3157 (SA # 12)

BOEING PROPRIETARY

Supplemental Agreement No. 14

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 25 th of October 2010, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the Aircraft); and

WHEREAS, Customer desires to re-schedule the delivery of one (1) Aircraft (Rescheduled Aircraft) as follows;

Serial Number	Current Delivery Month per SA # 8	Revised Delivery Month
[*]	[*]	[*]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 14 to
Purchase Agreement No. 3157

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 14.
2. Remove and replace, in its entirety, Table 1 to the Purchase Agreement with the revised Table 1 attached hereto to reflect changes relating to the Rescheduled Aircraft.
3. Customer hereby acknowledges and confirms that [*].
4. Customer and Boeing hereby acknowledge and confirm that Letter Agreement 6-1162-RRO-1144R1 is hereby cancelled and replaced in its entirety with Letter Agreement 6-1162-RRO-1144R2.
5. Boeing’s offer to re-schedule the Rescheduled Aircraft (MSN [*]) will expire on November 1, 2010.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

FEDERAL EXPRESS CORPORATION

By: /s/ STUART C. ROSS
Its: Attorney-In-Fact

By: /s/ PHILLIP C. BLUM
Its: VP, Aircraft Acquisitions & SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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<u>ARTICLES</u>	<u>SA NUMBER</u>
1. Quantity, Model and Description	
2. Delivery Schedule	
3. Price	
4. Payment	
5. Miscellaneous	
<u>TABLE</u>	
1. Aircraft Information Table	14
1B Block B Aircraft Information Table	4
1C Block C Aircraft Information Table	13
1C1 Block C Aircraft Information Table (MSN [*])	11
1D Block D Aircraft Information Table	12
<u>EXHIBIT</u>	
A. Aircraft Configuration	4
A1. Aircraft Configuration (Block B Aircraft)	4
A2. Aircraft Configuration (Block C Aircraft except MSN [*])	11
A3. Aircraft Configuration (Block C Aircraft w/ MSN [*])	11
A4. Aircraft Configuration (Block D Aircraft)	12
B. Aircraft Delivery Requirements and Responsibilities	
<u>SUPPLEMENTAL EXHIBITS</u>	
AE1. Escalation Adjustment/Airframe and Optional Features	
CS1. Customer Support Variables	
EE1. Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1. Service Life Policy Components	

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LETTER AGREEMENTSA
NUMBER

3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA #4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066R1	Special Matters for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision — Block B Aircraft	4
FED-PA—LA-1000790R1	Special Matters for Block C Aircraft	11
FED-PA—LA-1001683	Special Matters for Block D Aircraft	12

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P.A. No. 3157

SA 14

BOEING PROPRIETARY

<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
Supplemental Agreement No. 14	October 25, 2010
P.A. No. 3157	SA 14

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

October 19, 2010
6-1162-RRO-1144R2

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: [*]

Reference: Supplemental Agreement No. 8, No. 13 and No. 14 to Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

In consideration of the strong business relationship between Boeing and Customer, and Customer executing Supplemental Agreements No. 8, No. 13 and No. 14, Boeing has agreed to [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Boeing Proprietary



6-1162-RRO-1144R2

October 19, 2010

Page 2

Further Customer agrees and acknowledges that Attachment A can not be revised/modified in anyway unless specifically agreed to in writing by Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ STUART C. ROSS

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: October 26, 2010

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: VP, Aircraft Acquisitions & SAO

Boeing Proprietary

Supplemental Agreement No. 15

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 29 th of October 2010, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

WITNESSETH:

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the Aircraft); and

WHEREAS, Customer and Boeing desire to re-schedule the delivery of two (2) Aircraft (Rescheduled Aircraft) as follows;

Serial Number	Current Delivery Month per SA # 14	Revised Delivery Month
[*]	[*]	[*]
[*]	[*]	[*]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 15 to
Purchase Agreement No. 3157

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 15.
2. Remove and replace, in its entirety, Table 1 to the Purchase Agreement with the revised Table 1 attached hereto to reflect changes relating to the Rescheduled Aircraft.
3. Customer and Boeing hereby acknowledge and confirm that Letter Agreement 6-1162-RRO-1144R2 is hereby cancelled and replaced in its entirety with Letter Agreement 6-1162-RRO-1144R3.
4. Boeing’s offer to re-schedule the Rescheduled Aircraft will expire on November 1, 2010.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

FEDERAL EXPRESS CORPORATION

By: /s/ STUART C. ROSS
Its: Attorney-In-Fact

By: /s/ PHILLIP C. BLUM
Its: VP, Aircraft Acquisitions & SAO

TABLE OF CONTENTS

		SA NUMBER
<u>ARTICLES</u>		
1.	Quantity, Model and Description	
2.	Delivery Schedule	
3.	Price	
4.	Payment	
5.	Miscellaneous	
<u>TABLE</u>		
1.	Aircraft Information Table	15
1B	Block B Aircraft Information Table	4
1C	Block C Aircraft Information Table	13
1C1	Block C Aircraft Information Table (MSN [*])	11
1D	Block D Aircraft Information Table	12
<u>EXHIBIT</u>		
A.	Aircraft Configuration	4
A1.	Aircraft Configuration (Block B Aircraft)	4
A2.	Aircraft Configuration (Block C Aircraft except MSN [*])	11
A3.	Aircraft Configuration (Block C Aircraft w/ MSN [*])	11
A4.	Aircraft Configuration (Block D Aircraft)	12
B.	Aircraft Delivery Requirements and Responsibilities	
<u>SUPPLEMENTAL EXHIBITS</u>		
AE1.	Escalation Adjustment/Airframe and Optional Features	
CS1.	Customer Support Variables	
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1.	Service Life Policy Components	

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P.A. No. 3157

SA 15

BOEING PROPRIETARY

LETTER AGREEMENTSA
NUMBER

3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
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6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
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6-1162-RCN-1799	[*]	
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6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066R1	Special Matters for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision — Block B Aircraft	4
FED-PA—LA-1000790R1	Special Matters for Block C Aircraft	11
FED-PA—LA-1001683	Special Matters for Block D Aircraft	12
6-1162-RRO-1144R3	[*]	15

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
Supplemental Agreement No. 14	October 25, 2010
Supplemental Agreement No. 15	October 29, 2010
P.A. No. 3157	SA 15

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

October 26, 2010
6-1162-RRO-1144R3

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: [*]

Reference: Supplemental Agreement No. 8, No. 13, No. 14 and No. 15 to Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

In consideration of the strong business relationship between Boeing and Customer, and Customer executing Supplemental Agreements No. 8, No. 13 No. 14 and No. 15, Boeing has agreed to [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

PA 3157
[*] as related to SA # 8, SA # 13, SA # 14 and SA#15

6-1162-RRO-1144R3

BOEING PROPRIETARY

Page 1



Further Customer agrees and acknowledges that Attachment A can not be revised/modified in any way unless specifically agreed to in writing by Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ STUART C. ROSS
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: October 29, 2010

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM
Its: VP, Aircraft Acquisitions & SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

PA 3157

[*] as related to SA # 8, SA # 13, SA # 14 and SA#15

6-1162-RRO-1144R3

BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 16

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 31 st day of January, 2011, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (Aircraft); and

WHEREAS, Customer desires to add two (2) Aircraft to the Purchase Agreement with delivery dates as follows;

**Delivery Dates
for
Aircraft**
[*]
[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

WHEREAS, Customer desires to exercise two (2) Option Aircraft under Letter Agreement 6-1162-RRO-1062 to the Purchase Agreement with delivery months as follows;

**Delivery Month
for
Option Aircraft**
[*]
[*]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

- All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.
1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 16.
 2. Customer and Boeing hereby acknowledge and confirm that two (2) Aircraft with delivery months of [*] and [*] are hereby added to the Purchase Agreement, and will be collectively classified as Block D Aircraft (Block D) and are included in Table 1-D. No later than twelve (12) months prior to the first month of the quarter of the applicable deliveries for such Aircraft, Boeing will notify Customer of the delivery month of such Aircraft.
 3. Customer and Boeing hereby acknowledge and confirm that the two (2) Option Aircraft under Letter Agreement 6-1162-RRO-1062 with delivery months of [*] and [*] are hereby exercised by this Supplemental Agreement No. 16 and will be collectively classified as Block C Aircraft (Block C). Boeing acknowledges and confirms that its right to adjust the scheduled delivery month of such Option Aircraft by [*], as set forth in paragraph 4.1 of Letter Agreement 6-1162-RRO-1062, is hereby waived with respect to the two (2) Option Aircraft exercised hereby.
 4. Customer and Boeing hereby acknowledge and confirm that:
 - 4.1 Letter agreement 6-1162-RRO-1065 “Aircraft Performance Guarantees for Block B Aircraft” shall apply to [*].
 - 4.2 Letter agreement 6-1162-RRO-1065 “Aircraft Performance Guarantees for Block B Aircraft” shall apply to [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 16 to
Purchase Agreement No. 3157

5. Add “Table 1-C2” attached hereto to reflect the delivery dates, pricing and advance payments of the two (2) Option Aircraft exercised by this Supplemental Agreement No. 16.
6. Remove and replace, in its entirety, the “Table 1-D” with the revised Table 1-D attached hereto to reflect the delivery dates, pricing and advance payments of the two (2) incremental Block D Aircraft added by this Supplemental Agreement No. 16.
7. Remove and replace, in its entirety, the Attachment to Letter Agreement 6-1162-RRO-1062 entitled “Option Aircraft Delivery, Description, Price and Advance Payments” with the revised Attachment to Letter Agreement 6-1162-RRO-1062 entitled “Option Aircraft Delivery, Description, Price and Advance Payments” attached hereto to reflect the deletion of two (2) Option Aircraft from the Attachment, as such Option Aircraft are being exercised as firm Aircraft, as well as to reflect other changes made by this Supplemental Agreement No. 16.
8. Remove and replace, in its entirety, Letter Agreement FED-PA-LA-1000790R1 entitled “Special Matters for Block C Aircraft” with the revised Letter Agreement FED-PA-LA-1000790R2 entitled “Special Matters for Block C Aircraft” attached hereto to reflect changes made by this Supplemental Agreement No. 16.
9. Remove and replace, in its entirety, Letter Agreement FED-PA-LA-1001683 entitled “Special Matters for Block D Aircraft” with the revised Letter Agreement FED-PA-LA-1001683R1 entitled “Special Matters for Block D Aircraft” attached hereto to reflect changes made by this Supplemental Agreement No. 16.
10. Customer and Boeing acknowledge and confirm that Letter Agreement 6-1162-RRO-1144R3 entitled [*] is hereby cancelled and replaced in its entirety with Letter Agreement 6-1162-RRO-1144R4 entitled [*].
11. Boeing will use commercially reasonable efforts to offer to Customer [*]. Should Boeing be able to accommodate this change [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 16 to
Purchase Agreement No. 3157

12. Customer and Boeing agree that the two (2) Block D Aircraft added to the Purchase Agreement by this Supplemental Agreement No. 16 and the two (2) Option Aircraft exercised by this Supplemental Agreement No. 16 will be subject to and benefit from the same terms and conditions as the Aircraft except as set forth herein and in writing signed by authorized representatives of the parties.
13. As a result of adding two (2) Block D Aircraft and Customer exercising two (2) Option Aircraft to the Purchase Agreement, advance payments in the amount of [*] will be due concurrent with Customer's written confirmation to Boeing as detailed in paragraph 15 below.
14. This Supplemental Agreement No. 16 shall not be effective unless executed and delivered by Customer on or prior to January 31, 2011.
15. This Supplemental Agreement No. 16 shall not be effective unless and until, and the matters expressed herein are expressly conditioned upon, Customer receiving approval from the board of directors of Customer's parent company, FedEx Corporation. Should such approval not be granted and confirmed in writing by Customer to Boeing by **March 21, 2011**, this Supplemental Agreement shall automatically terminate and be null and void in all respects, and neither party shall owe any obligation to the other party with respect to the matters expressed herein; provided, however, no such termination shall otherwise impact the parties' rights and obligations existing under the Purchase Agreement prior to this Supplemental Agreement. For the sake of clarity, neither party shall be deemed to be in default hereunder for failing to have performed any obligation created under this Supplement Agreement, including without limitation any payment obligation, prior to the receipt by Boeing of the aforementioned written confirmation.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ STUART C. ROSS

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: VP, Aircraft Acquisitions & SAO

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AE1. Escalation Adjustment/Airframe and Optional Features	
CS1. Customer Support Variables	
EE1. Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1. Service Life Policy Components	

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



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6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
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* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



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* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



SUPPLEMENTAL AGREEMENTS

	DATED AS OF:
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
Supplemental Agreement No. 14	October 25, 2010
Supplemental Agreement No. 15	October 29, 2010
Supplemental Agreement No. 16	January 31, 2011
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BOEING PROPRIETARY



January 11, 2011
6-1162-RRO-1144 R4

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: [*]

Reference: Supplemental Agreement No. 8, No. 13, No. 14, No. 15 and No. 16 to Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

In consideration of the strong business relationship between Boeing and Customer and Customer executing Supplemental Agreements No. 8, No. 13, No. 14, No. 15 and No. 16, Boeing has agreed to [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Further Customer agrees and acknowledges that Attachment A can not be revised/modified in any way unless specifically agreed to in writing by Boeing.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 31, 2011

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its VP, Aircraft Acquisitions & SAO

Attachment

P.A. 3157, 6-1162-RRO-1144R4

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

SA-16

[*]

BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA—LA-1001683 R1

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Special Matters for Block D Aircraft

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

7. ADVANCE PAYMENT SETOFF RIGHTS

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

[*]

9. PUBLIC ANNOUNCEMENT

Notwithstanding the terms in the Purchase Agreement, neither Party shall, except as required by law, in any manner advertise or make any public statement regarding Customer's purchase of the Block D Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party, except as may be authorized in writing by an authorized officer of the other Party or as set forth in the Confidential Treatment paragraph below.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity. Notwithstanding the above, Boeing acknowledges that Customer may disclose this Letter Agreement / and attachment(s) hereto to FedEx Corporation, its Board of Directors, and to Customer's and FedEx Corporation's professional advisors who are under a duty of confidentiality with respect thereto.

10. EFFECTIVENESS

This letter agreement shall not become effective unless and until Supplemental Agreement No. 16 becomes effective.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 31, 2011

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its VP, Aircraft Acquisitions & SAO

P.A. 3157, FED-PA-LA-1001683R1
Special Matters for Block D Aircraft

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Page 2

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA—LA-1000790R 2

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Special Matters for Block C Aircraft

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

9. ADVANCE PAYMENT SETOFF RIGHTS

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



11. PUBLIC ANNOUNCEMENT

Notwithstanding the terms in the Purchase Agreement, neither Party shall , except as required by law, in any manner advertise or make any public statement regarding Customer's purchase of the Block C Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party, except as may be authorized in writing by an authorized officer of the other Party or as set forth in the Confidential Treatment paragraph below.

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity. Notwithstanding the above, Boeing acknowledges that Customer may disclose this Letter Agreement / and attachment(s) hereto to FedEx Corporation, its Board of Directors, and to Customer's and FedEx Corporation's professional advisors who are under a duty of confidentiality with respect thereto.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

12. EFFECTIVENESS

This letter agreement shall not become effective unless and until Supplemental Agreement No. 16 becomes effective.

P.A. 3157, FED-PA-LA-1000790R2
Special Matters for Block C Aircraft

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BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 31, 2011

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its VP, Aircraft Acquisitions & SAO

P.A. 3157, FED-PA-LA-1000790R2
Special Matters for Block C Aircraft

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Page 3

BOEING PROPRIETARY

Supplemental Agreement No. 17

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 14 th day of February 2011, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the **Aircraft**);

WHEREAS, the parties entered into an Aircraft General Terms Agreement, dated November 7, 2006, as incorporated by reference into the Purchase Agreement (AGTA);

WHEREAS, Customer anticipates, pursuant to that certain Purchase Agreement Assignment between [*] and Customer (Assignment Agreement), taking delivery from Boeing of one (1) new Boeing model 777-F aircraft with manufacturing serial number [*]; and

WHEREAS, Boeing and Customer desire that, for the purposes of post-delivery support and operation, [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. AGTA

The entire AGTA, and as amended by Letter Agreement No. 6-1162-RCN-1795 entitled "AGTA Amended Articles", shall pertain and be applicable to Customer with respect to [*], subject to the following:

[*]

2. Purchase Agreement

The following provisions of the Purchase Agreement will be applicable to Customer with respect to [*].

3. [*]

4. Pre-Delivery Inspections, Customer Walk, Customer Flight(s) and Delivery Commitment Letter

Customer shall be entitled, subject to Boeing providing its concurrence, not to be unreasonably withheld, conditioned or delayed, to a Services Agreement as presented by Customer and [*] to Boeing, to [*].

5. [*]

6. Document Review

Prior to the delivery of [*], Boeing and [*] will conduct a document review, [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

7. Disclaimer and Release and Exclusion of Consequential and Other Damages

The DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the Aircraft General Terms Agreement and the insurance provisions in Article 8.2 of the Aircraft General Terms Agreement (as amended by Letter Agreement No. 6-1162-RCN-1795 entitled AGTA Amended Articles), will apply to and be binding on Customer and applicable to [*].

8. Other Rights and Obligations

For the sake of clarity, it is the parties' intent to have [*] governed under [*].

9. Effectiveness

Except with respect to matters, rights, obligations, mutual covenants and entitlements expressed herein pertaining to pre-delivery matters (which shall be effective as of the date Boeing and Customer enter this Supplemental Agreement No. 17), the matters, rights, obligations, mutual covenants and entitlements of Boeing and Customer shall be effective upon [*].

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

FEDERAL EXPRESS CORPORATION

By: /s/ STUART C. ROSS

By: /s/ PHILLIP C. BLUM

Its: Attorney-In-Fact

Its: VP, Aircraft Acquisitions & SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 18

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 30 th day of March, 2011, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the Aircraft); and

WHEREAS, Customer desires to re-schedule the delivery of one (1) Aircraft (Rescheduled Aircraft) as follows;

Serial Number	Current Delivery Month per SA # 12	Revised Delivery Month
[*]	[*]	[*]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 18.
2. Remove and replace, in its entirety, Table 1-D to the Purchase Agreement with the revised Table 1-D attached hereto to reflect changes relating to the Rescheduled Aircraft.
3. As a result of accelerating the Rescheduled Aircraft, advance payments in the amount of [*] U.S. dollars ([*]) will be due within two (2) business days after Customer’s acceptance of this Supplemental Agreement No. 18.
4. Customer and Boeing hereby acknowledge and confirm that Letter Agreement 6-1162-RRO-1144R4 is hereby cancelled and replaced in its entirety with Letter Agreement 6-1162-RRO-1144R5.
5. Boeing’s offer to re-schedule the Rescheduled Aircraft will expire on March 31, 2011.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ STUART C. ROSS
Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM
Its: VP, Aircraft Acquisitions & SAO

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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4. Payment
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1C Block C Aircraft Information Table	13
1C1 Block C Aircraft Information Table (MSN [*])	11
1C2 Block C Aircraft Information Table	16
1D Block D Aircraft Information Table	18

EXHIBIT

A. Aircraft Configuration	4
A1. Aircraft Configuration (Block B Aircraft)	4
A2. Aircraft Configuration (Block C Aircraft except MSN [*])	11
A3. Aircraft Configuration (Block C Aircraft w/ MSN [*])	11
A4. Aircraft Configuration (Block D Aircraft)	12
B. Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

AE1. Escalation Adjustment/Airframe and Optional Features	
CS1. Customer Support Variables	
EE1. Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1. Service Life Policy Components	

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

LETTER AGREEMENT

3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
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6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066R1	Special Matters for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision — Block B Aircraft	4
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* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
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Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
Supplemental Agreement No. 14	October 25, 2010
Supplemental Agreement No. 15	October 29, 2010
Supplemental Agreement No. 16	January 31, 2011
Supplemental Agreement No. 17	February 14, 2011
Supplemental Agreement No. 18	March 30, 2011

P.A. No. 3157

3

SA 18

BOEING PROPRIETARY

The Boeing Company
P. O. Box 3707
Seattle, WA 98124-2207



March 25, 2011
6-1162-RRO-1144 R5

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: [*]

Reference: Supplemental Agreement No. 8, Nos. 13 through No. 16 and No. **18** to Purchase Agreement 3157, dated November 7, 2006,
between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft
(the Aircraft)

Dear Mr. Burkhart:

In consideration of the strong business relationship between Boeing and Customer and Customer executing Supplemental Agreements No. 8, Nos. 13 through No. 16 and No. **18**, Boeing has agreed to [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Further Customer agrees and acknowledges that Attachment A can not be revised/modified in any way unless specifically agreed to in writing by Boeing.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: March 30th, 2011

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM
Its VP, Aircraft Acquisitions & SAO

Attachment

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplemental copies of these attachments to the Securities and Exchange Commission or its staff upon request.

P.A. No. 3157- 6-1162-RRO-1144R5
[*]

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BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 19

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 27 th day of October, 2011, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (the Aircraft); and

WHEREAS, Customer desires to re-schedule the delivery of certain Aircraft (Affected Aircraft) as identified in the table below:

Manufacturer's Serial Number (MSN)	Table	Current Delivery Dates of Affected Aircraft	Revised Delivery Dates of Affected Aircraft
[*]	Table 1-D	[*]	[*]
[*]	Table 1	[*]	[*]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 19.
2. Remove and replace, in its entirety, the “Table 1” with the revised Table 1 attached hereto to reflect the delivery date, pricing and advance payments as a result of rescheduling the Affected Aircraft bearing MSN [*].
3. Remove and replace, in its entirety, the “Table 1-D” with the revised Table 1-D attached hereto to reflect the delivery date, pricing and advance payments as a result of the rescheduling the Affected Aircraft bearing MSN [*].
4. Customer and Boeing hereby acknowledge and confirm that Letter Agreement 6-1162-RRO-1144R5 entitled [*] is hereby cancelled and replaced in its entirety with Letter Agreement 6-1162-RRO-1144R6 entitled [*].
5. [*]
6. This Supplemental Agreement No. 19 shall not be effective unless executed and delivered by Customer on or prior to October 31, 2011.
7. For the avoidance of doubt, notwithstanding the rescheduling of the Affected Aircraft, Special Matters Letter Agreement 6-1162-RCN-1790 continues to apply to MSN [*] and Special Matters Letter Agreement FED-PA-LA-1001683R1 continues to apply to MSN [*].

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ STUART C. ROSS

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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2. Delivery Schedule	
3. Price	
4. Payment	
5. Miscellaneous	

TABLE

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1C Block C Aircraft Information Table	13
1C1 Block C Aircraft Information Table (MSN [*])	11
1C2 Block C Aircraft Information Table	16
1D Block D Aircraft Information Table	19

EXHIBIT

A. Aircraft Configuration	4
A1. Aircraft Configuration (Block B Aircraft)	4
A2. Aircraft Configuration (Block C Aircraft except MSN [*])	11
A3. Aircraft Configuration (Block C Aircraft w/ MSN [*])	11
A4. Aircraft Configuration (Block D Aircraft)	12
B. Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

AE1. Escalation Adjustment/Airframe and Optional Features	
CS1. Customer Support Variables	
EE1. Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1. Service Life Policy Components	

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>LETTER AGREEMENT</u>		<u>SA NUMBER</u>
3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft [Attachment to Letter 6-1162-RCN-1789]	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
	Attachment to Letter 6-1162-RRO-1062	16
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066R1	Special Matters for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision — Block B Aircraft	4
FED-PA-LA-1000790R2	Special Matters for Block C Aircraft	16
FED-PA-LA-1001683R1	Special Matters for Block D Aircraft	16
6-1162-RRO-1144R 6	[*]	19

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>SUPPLEMENTAL AGREEMENTS</u>	DATED AS OF:
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
Supplemental Agreement No. 14	October 25, 2010
Supplemental Agreement No. 15	October 29, 2010
Supplemental Agreement No. 16	January 31, 2011
Supplemental Agreement No. 17	February 14, 2011
Supplemental Agreement No. 18	March 31, 2011
Supplemental Agreement No. 19	October __, 2011

P.A. No. 3157

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SA 19

BOEING PROPRIETARY

The Boeing
Company
P. O. Box 3707
Seattle, WA
98124-2207



October 27, 2011
6-1162-RRO-1144 R6

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: [*]

Reference: Supplemental Agreement No. 8, Nos. 13 through No. 16, No. 18 and **No. 19** to Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

In consideration of the strong business relationship between Boeing and Customer and Customer executing Supplemental Agreements No. 8, Nos. 13 through No. 16, No. 18 and **No. 19**, Boeing has agreed to [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Confidential Treatment. Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent company, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Further Customer agrees and acknowledges that Attachment A cannot be revised/modified in any way unless specifically agreed to in writing by Boeing.

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: October 27, 2011

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its VP, Aircraft Acquisitions & SAO

Attachment

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

P.A. 3157, 6-1162-RRO-1144R6

BOEING PROPRIETARY

[*]

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INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 20

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 14th day of December 2011, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (Aircraft); and

WHEREAS, Customer desires to exercise two (2) Option Aircraft under Letter Agreement 6-1162-RRO-1062 to the Purchase Agreement and reschedule the delivery of such Aircraft as identified in the table below:

<u>Existing Delivery Dates of Option Aircraft</u>	<u>Revised Delivery Dates of Exercised Option Aircraft</u>
[*]	[*]
[*]	[*]

WHEREAS, Customer desires to reschedule the delivery dates of two (2) Option Aircraft under Letter Agreement 6-1162-RRO-1062 to the Purchase Agreement as shown in the table below:

<u>Existing Delivery Dates of Option Aircraft</u>	<u>Revised Delivery Dates of Option Aircraft</u>
[*]	[*]
[*]	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

WHEREAS, Customer desires to re-schedule the delivery of certain Block C and D firm Aircraft and certain Block B conditional firm Aircraft as identified in the table below:

<u>Manufacturer's Serial Number</u>	<u>Aircraft Block</u>	<u>Current Delivery Dates of Aircraft</u>	<u>Revised Delivery Dates of Aircraft</u>
41736	D	[*]	[*]
41737	D	[*]	[*]
41750	C	[*]	[*]
40671	B	[*]	[*]
40672	B	[*]	[*]
40673	B	[*]	[*]
40676	B	[*]	[*]
40679	B	[*]	[*]
40682	B	[*]	[*]

WHEREAS, Customer desires to accelerate the delivery dates of two (2) Block B conditional firm Aircraft as identified in the table below, and Customer agrees, with respect to these two Aircraft, to remove the special condition (reference Letter Agreement 6-1162-RRO-1068), resulting in these two Aircraft becoming firm Aircraft upon execution of this Supplemental Agreement No. 20:

<u>Manufacturer's Serial Number</u>	<u>Aircraft Block</u>	<u>Current Delivery Dates of Aircraft</u>	<u>Revised Delivery Dates of Aircraft</u>
40674	B	[*]	[*]
40675	B	[*]	[*]

WHEREAS, the parties agree to amend the Purchase Agreement concerning the Option Aircraft base year price changes as reflected in paragraph 5 herein.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

- All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.
1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 20.
 2. Add a new Table 1-A to incorporate the two Block B conditional firm Aircraft, MSNs 40674 and 40675, as firm Aircraft, with delivery dates of [*] and [*], respectively.
 3. Remove and replace, in its entirety, the “Table 1-B” with the revised Table 1-B attached hereto to reflect (i) the removal of MSNs 40674 and 40675 and (ii) the revised delivery dates and advance payments of the rescheduled Aircraft.
 4. Customer and Boeing hereby acknowledge and confirm that the two (2) Option Aircraft under Letter Agreement 6-1162-RRO-1062 with delivery months [*] and [*] (rescheduled under this Supplemental Agreement No. 20 to [*] and [*], respectively) are hereby exercised by this Supplemental Agreement No. 20 and will be collectively classified as Block C Aircraft (Block C). [*]. Remove and replace, in its entirety, the “Table 1-C2” with the revised Table 1-C2 attached hereto to reflect the delivery dates and advance payments as a result of (i) the exercise of two (2) Option Aircraft, (ii) the rescheduling of those two (2) exercised Option Aircraft as Block C Aircraft and (iii) the rescheduling of the Block C Aircraft bearing MSN 41750 from [*] to [*].
 5. Remove and replace, in its entirety, Letter Agreement FED-PA-LA-1000790R2 entitled “Special Matters for Block C Aircraft” with FED-PA-LA-1000790R3 entitled “Special Matters for Block C Aircraft” to provide [*].
 6. Remove and replace, in its entirety, the “Table 1-D” with the revised Table 1-D attached hereto to reflect the delivery dates and advance payments of the two (2) Block D Aircraft rescheduled by this Supplemental Agreement No. 20.
 7. Remove and replace, in its entirety, the Attachment to Letter 6-1162-RRO-1062 with the revised Attachment to Letter 6-1162-RRO-1062 attached hereto to reflect the delivery dates, pricing and advance payments as a result of (i) the exercise of the two (2) Option Aircraft under paragraph 4. above and (ii) the rescheduling of the two (2) Option Aircraft with delivery months of [*] and [*] to [*] and [*], respectively.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

8. Add letter agreement 6-1162-SCR-137, 777F Miscellaneous Matters to the Purchase Agreement to reflect certain business considerations related to this Supplemental Agreement No. 20.
9. Customer and Boeing acknowledge and confirm that Letter Agreement 6-1162-RRO-1144R6 entitled “[*]” is hereby cancelled and replaced in its entirety with Letter Agreement 6-1162-RRO-1144R7 entitled “[*]”.
10. As a result of the changes incorporated in this Supplemental Agreement No. 20, excess advance payments in the amount of [*] are currently held by Boeing. Customer and Boeing agree that [*].
11. This Supplemental Agreement No. 20 shall not be effective unless (i) executed and delivered by Customer and Boeing on or prior to **December 15, 2011** and (ii) Customer and Boeing execute and deliver Purchase Agreement No. 3712 for the purchase of 767-300F aircraft on or before **December 15, 2011**.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ STUART C. ROSS

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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1C	Block C Aircraft Information Table	13
1C1	Block C Aircraft Information Table (MSN 39285)	11
1C2	Block C Aircraft Information Table	20
1D	Block D Aircraft Information Table	20

EXHIBIT

A.	Aircraft Configuration	4
A1.	Aircraft Configuration (Block B Aircraft)	4
A2.	Aircraft Configuration (Block C Aircraft except MSN 39285)	11
A3.	Aircraft Configuration (Block C Aircraft w/ MSN 39285)	11
A4.	Aircraft Configuration (Block D Aircraft)	12
B.	Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

AE1.	Escalation Adjustment/Airframe and Optional Features
CS1.	Customer Support Variables
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity
SLP1.	Service Life Policy Components

P.A. No. 3157

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BOEING PROPRIETARY

LETTER AGREEMENT

3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
Attachment to Letter 6-1162-RRO-1062		20
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066R1	Special Matters for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision – Block B Aircraft	4
FED-PA-LA-1000790R3	Special Matters for Block C Aircraft	20
FED-PA-LA-1001683R2	Special Matters for Block D Aircraft	19
6-1162-RRO-1144R7	[*]	20
6-1162-SCR-137	777F Miscellaneous Matters	20

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

SUPPLEMENTAL AGREEMENTS

Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
Supplemental Agreement No. 14	October 25, 2010
Supplemental Agreement No. 15	October 29, 2010
Supplemental Agreement No. 16	January 31, 2011
Supplemental Agreement No. 17	February 14, 2011
Supplemental Agreement No. 18	March 31, 2011
Supplemental Agreement No. 19	October 27, 2011
Supplemental Agreement No. 20	December __, 2011

P.A. No. 3157

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SA 20

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

December 14, 2011
6-1162-RRO-1144R7

Federal Express Corporation
2955 Republican Drive
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director – Aircraft Acquisitions & Sales

Subject: [*]

Reference: Supplemental Agreement No. 8, Nos. 13 through No. 16, and No. 18 **through No. 20** to Purchase Agreement 3157, dated November 7, 2006, between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER Aircraft (the Aircraft)

Dear Mr. Burkhart:

In consideration of the strong business relationship between Boeing and Customer and Customer executing Supplemental Agreements No. 8, Nos. 13 through No. 16, and No. 18 **through No. 20**, Boeing has agreed to [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Further Customer agrees and acknowledges that Attachment A can not be revised/modified in any way unless specifically agreed to in writing by Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ STUART C. ROSS

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA—LA-1000790R3

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Special Matters for Block C Aircraft

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

9. ADVANCE PAYMENT SETOFF RIGHTS

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

10. ASSIGNMENT

[*] and cannot be assigned, in whole or in part, without the prior written consent of The Boeing Company.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



11. PUBLIC ANNOUNCEMENT

Notwithstanding the terms in the Purchase Agreement, neither Party shall, except as required by law, in any manner advertise or make any public statement regarding Customer's purchase of the Block C Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party, except as may be authorized in writing by an authorized officer of the other Party or as set forth in the Confidential Treatment paragraph below.

Confidential Treatment. Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity. Notwithstanding the above, Boeing acknowledges that Customer may disclose this Letter Agreement / and attachment(s) hereto to FedEx Corporation, its Board of Directors, and to Customer's and FedEx Corporation's professional advisors who are under a duty of confidentiality with respect thereto.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

12. EFFECTIVENESS

This letter agreement shall not become effective unless and until Supplemental Agreement No. 20 becomes effective.

P.A. 3157, FED-PA-LA-1000790R3
Special Matters for Block C Aircraft

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Page 2

BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By: /s/ STUART C. ROSS

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14 , 2011

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: Vice President

P.A. 3157, FED-PA-LA-1000790R3
Special Matters for Block C Aircraft

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Page 3

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-SCR-137

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: 777F Miscellaneous Matters

Reference: Purchase Agreement No. 3157 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. [*]

2. [*]

3. [*]

4. Entire Agreement. This Agreement and the Purchase Agreement contain the entire agreement between the parties and supersede all previous proposals, understandings, commitments or representations, oral or written, with respect to the subject matter hereof.

5. Confidential Treatment. Customer understands that Boeing considers certain commercial and financial information contained in this Agreement as confidential. Customer and Boeing agree that it will treat this Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent company, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



AGREED AND ACCEPTED this

December 14, 2011

Date

THE BOEING COMPANY

/s/ STUART C. ROSS

Signature

Stuart C. Ross

Printed name

Attorney-in-Fact

Title

FEDERAL EXPRESS CORPORATION

/s/ PHILLIP C. BLUM

Signature

Phillip C. Blum

Printed name

Vice President

Title

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

6-1162-SCR-137
777F Miscellaneous Matters

December 12, 2011
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BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 21

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 29th day of June 2012, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (Aircraft); and

WHEREAS, Customer desires to cancel four (4) Block B Aircraft as shown in the Table below:

Manufacturer's Serial Number	Existing Delivery Date
40677	[*]
40678	[*]
40680	[*]
40681	[*]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents, attached hereto, to reflect the changes made by this Supplemental Agreement No. 21.
2. The following four (4) Block B Aircraft are hereby cancelled, and neither Boeing nor Customer shall have any further obligation with respect thereto except as set forth herein:

Manufacturer's Serial Number	Existing Delivery Date
40677	[*]
40678	[*]
40680	[*]
40681	[*]

3. Remove and replace, in its entirety, Table 1-B with a revised Table 1-B, attached hereto, to reflect the change in quantity of the Aircraft.
4. As a result of the changes incorporated in this Supplemental Agreement No. 21, excess advance payments in the amount of [*] are currently held by Boeing. Customer and Boeing agree that [*].

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ STUART C. ROSS
Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM
Its: Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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1B	Block B [*] Aircraft Information Table	21
1C	Block C Aircraft Information Table	13
1C1	Block C Aircraft Information Table (MSN 39285)	11
1C2	Block C Aircraft Information Table	20
1D	Block D Aircraft Information Table	20

EXHIBIT

A.	Aircraft Configuration	4
A1.	Aircraft Configuration (Block B Aircraft)	4
A2.	Aircraft Configuration (Block C Aircraft except MSN 39285)	11
A3.	Aircraft Configuration (Block C Aircraft w/ MSN 39285)	11
A4.	Aircraft Configuration (Block D Aircraft)	12
B.	Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

AE1.	Escalation Adjustment/Airframe and Optional Features
CS1.	Customer Support Variables
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity
SLP1.	Service Life Policy Components

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LETTER AGREEMENT

3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	[*]	
6-1162-RCN-1789	Option Aircraft	Exercised in SA # 4
6-1162-RCN-1790	Attachment to Letter 6-1162-RCN-1789	
6-1162-RCN-1791	Special Matters	4
6-1162-RCN-1792	Performance Guarantees	
6-1162-RCN-1793	Liquidated Damages Non-Excusable	
6-1162-RCN-1794	Delay	
6-1162-RCN-1795	Open Configuration Matters	
6-1162-RCN-1796	AGTA Amended Articles	
6-1162-RCN-1797	777 First-Look Inspection Program	
6-1162-RCN-1798	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
6-1162-RRO-1065	Attachment to Letter 6-1162-RRO-1062	20
6-1162-RRO-1066R1	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1067	Special Matters for Block B Aircraft	4
6-1162-RRO-1068	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
FED-PA-LA-1000790R3	Special Provision – Block B Aircraft	
FED-PA-LA-1001683R2	Special Matters for Block C Aircraft	20
6-1162-RRO-1144R7	Special Matters for Block D Aircraft	19
6-1162-SCR-137	[*]	20
	777F Miscellaneous Matters	

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>SUPPLEMENTAL AGREEMENTS</u>	DATED AS OF:
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
Supplemental Agreement No. 14	October 25, 2010
Supplemental Agreement No. 15	October 29, 2010
Supplemental Agreement No. 16	January 31, 2011
Supplemental Agreement No. 17	February 14, 2011
Supplemental Agreement No. 18	March 31, 2011
Supplemental Agreement No. 19	October 27, 2011
Supplemental Agreement No. 20	December 14, 2011
Supplemental Agreement No. 21	June 29, 2012

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

P.A. No. 3157

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SA 21

BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 22

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 11th day of December 2012, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (**Aircraft**); and

B. WHEREAS, Customer and Boeing desire to revise the Block B Special Matters Letter Agreement to clarify a specific [*] as a result of a change to the Purchase Agreement incorporated in prior Supplemental Agreement No. 20 and this Supplemental Agreement No 22.

C. WHEREAS, in consideration of Customer adding four (4) [*] 767-3S2F aircraft as described in Supplemental Agreement No. 3 to purchase agreement No. 3712, Customer desires to reschedule the delivery date of two (2) firm Aircraft as shown below:

MSN	Aircraft Block	Prior Delivery Month & Year for firm Aircraft	Rescheduled Delivery Month & Year for firm Aircraft
40674	B	[*]	[*]
40675	B	[*]	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

D. WHEREAS, Customer desires to reschedule the delivery date of two (2) Option Aircraft as shown below:

<u>MSN</u>	<u>Prior Delivery Month & Year for Option Aircraft</u>	<u>Rescheduled Delivery Month & Year for Option Aircraft</u>
TBD	[*]	[*]
TBD	[*]	[*]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents, attached hereto, to reflect the changes made by this Supplemental Agreement No. 22.
2. Remove and replace, in its entirety, Letter Agreement 6-1162-RRO-1066 with a revised Letter Agreement 6-1162-RRO-1066R1, attached hereto, to reflect revised language as described in Recital Paragraph B. To reflect matters completed under prior Supplemental Agreement No. 20, Boeing agrees to issue Customer the [*] in total amount of [*] for each of the Block B Aircraft to bear MSN 40674 and 40675 within five (5) business days of the full execution of this Supplemental Agreement No. 22.
3. The two Block B Aircraft described in Recital Paragraph C are hereby rescheduled as set forth in Recital Paragraph C. Remove and replace, in its entirety, Table 1-A with a revised Table 1-A, attached hereto, to reflect such rescheduling.
4. The Option Aircraft described in Recital Paragraph D are hereby rescheduled as set forth in Recital Paragraph D. Remove and replace, in its entirety, Attachment to Letter Agreement 6-1162-RRO-1062 with a revised Attachment, attached hereto, to reflect such rescheduling. The parties agree and acknowledge that the Option Aircraft rescheduling herein is not being made, and, for the sake of clarity, the Option Aircraft rescheduled under Supplemental Agreement No. 20 was not made, under Article 4.2 of letter agreement 6-1162-RRO-1062; accordingly, with respect to the foregoing rescheduled Option Aircraft, (i) [*], (ii) [*] and (iii) the [*] to the end of the then-current [*] stream.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

5. Letter agreement 6-1162-SCR-154 is added to the Purchase Agreement in this Supplemental Agreement No. 22 to address [*].
6. Letter agreement 6-1162-SCR-155 is added to the Purchase Agreement in this Supplemental Agreement No. 22. The parties acknowledge and agree that paragraph 5 of letter agreement FED-PA-LA-1000790R3 applies to the [*] Kits ordered and delivered to Customer and (ii) Kits [*] ordered by and delivered to Customer shall be governed by the terms of letter agreement 6-1162-SCR-155, as amended.
7. As a result of the changes incorporated in this Supplemental Agreement No. 22, [*] payments in the amount of [*] are currently being held by Boeing. Customer and Boeing agree that [*] will continue to be treated under the Purchase Agreement as [*] payments and further that Boeing will apply [*] of the [*] payments to satisfy the amount due under Purchase Agreement No. 3712 upon execution of Supplemental Agreement No. 3 thereto and the [*] payments of [*] no later than January 3, 2013. [*]. For clarity, the terms "pre-delivery payment(s)", "PDP(s)" and "advance payment(s)" are used on an interchangeable basis.
8. This Supplemental Agreement No. 22 to the Purchase Agreement shall not be effective unless (i) executed and delivered by the parties on or prior to **December 11, 2012** and (ii) Customer and Boeing execute and deliver Supplemental Agreement No. 3 to Purchase Agreement No. 3712 on or before **December 11, 2012**.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ STUART C. ROSS

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: VP Aircraft Acquisition

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TABLE

1.	Aircraft Information Table	15
1A	Block B Firm Aircraft Information Table	22
1B	Block B Conditional Firm Aircraft Information Table	21
1C	Block C Aircraft Information Table	13
1C1	Block C Aircraft Information Table (MSN 39285)	11
1C2	Block C Aircraft Information Table	20
1D	Block D Aircraft Information Table	20

EXHIBIT

A.	Aircraft Configuration	4
A1.	Aircraft Configuration (Block B Aircraft)	4
A2.	Aircraft Configuration (Block C Aircraft except MSN 39285)	11
A3.	Aircraft Configuration (Block C Aircraft w/ MSN 39285)	11
A4.	Aircraft Configuration (Block D Aircraft)	12
B.	Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

AE1.	Escalation Adjustment/Airframe and Optional Features
CS1.	Customer Support Variables
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity
SLP1.	Service Life Policy Components

BOEING PROPRIETARY

LETTER AGREEMENT

3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	Demonstrated Compliance	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in
		SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in
		SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799	[*]	
6-1162-RRO-1062	Option Aircraft	4
	Attachment to Letter 6-1162-RRO-1062	22
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066 R1	Special Matters for Block B Aircraft	22
6-1162-RRO-1067	Special Matters for [*] Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision – Block B Aircraft	4
FED-PA-LA-1000790R3	Special Matters for Block C Aircraft	20
FED-PA-LA-1001683R2	Special Matters for Block D Aircraft	19
6-1162-RRO-1144R7	[*] as related to SAs #8, #13 through #16, SA # 18 through SA #20	20
6-1162-SCR-137	777F Miscellaneous Matters	20
6-1162-SCR-154	[*] Letter	22
6-1162-SCR-155	[*] Engine Hard Mount Letter	22

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
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Supplemental Agreement No. 16	January 31, 2011
Supplemental Agreement No. 17	February 14, 2011
Supplemental Agreement No. 18	March 31, 2011
Supplemental Agreement No. 19	October 27, 2011
Supplemental Agreement No. 20	December 14, 2011
Supplemental Agreement No. 21	June 29, 2012
Supplemental Agreement No. 22	December 11, 2012

P.A. No. 3157

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SA 22

BOEING PROPRIETARY



November 29, 2012
6-1162-SCR-155

Federal Express Corporation
3131 Democrat
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director – Aircraft Acquisitions & Sales

Subject: [*] Engine Hard Mount Kits (Kits) [*] Memoranda/[*]

References: 1. Purchase Agreement 3157 dated November 7, 2006 (**Purchase Agreement**), between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER Aircraft (**Aircraft**), and
2. Letter agreement FED-PA-LA-1000790R3 entitled “Special Matters for Block C Aircraft”, paragraph 5 concerning Kits.

1. [*] memoranda/[*] for Kits [*] through [*].

[*]

2. [*] memoranda/[*] for Kits [*] through [*].

[*]

3. [*] memoranda/[*] for Kits [*] through [*].

[*]

4. No Obligation.

Nothing herein creates an obligation by Customer to purchase additional Kits.

5. Confidential Treatment.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity. Notwithstanding the above, Boeing acknowledges that Customer may disclose this Letter Agreement / and attachment(s) hereto to FedEx Corporation, its Board of Directors, and to Customer's and FedEx Corporation's professional advisors who are under a duty of confidentiality with respect thereto.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 11, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

Attachment

6-1162-SCR-155

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

November 29, 2012
6-1162-SCR-154

Federal Express Corporation
3131 Democrat
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director – Aircraft Acquisitions & Sales

Subject: [*] Resulting From Execution of Supplemental Agreement No. 22 (**SA 22**) to Purchase Agreement 3157.

Reference: Purchase Agreement 3157 dated November 7, 2006 (**Purchase Agreement**), between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER Aircraft (**Aircraft**)

Dear Mr. Burkhart:

1. Background.

Boeing and Customer acknowledge and agree that, upon execution of SA 22 to the Purchase Agreement by the parties, [*].

[*]

For clarity, the terms “pre-delivery payment(s)”, “PDP(s)” and “advance payment(s)” are used on an interchangeable basis.

2. [*].

[*]

3. [*]

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



4. Confidential Treatment.

Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity. Notwithstanding the above, Boeing acknowledges that Customer may disclose this Letter Agreement / and attachment(s) hereto to FedEx Corporation, its Board of Directors, and to Customer's and FedEx Corporation's professional advisors who are under a duty of confidentiality with respect thereto.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 11, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

6-1162-SCR-154

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Page 2

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-RRO-1066R1
November 29, 2012

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Block B Aircraft

Reference: Purchase Agreement No. 3157 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER Aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes 6-1162-RRO-1066 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. BASIC [*] MEMORANDUM.

[*]

2. ADDITIONAL [*] MEMORANDUM.

[*]

3. [*] MEMORANDUM.

[*]

4. [*].

5. ELECTRONIC FLIGHT BAG (EFB) [*]. Contingent upon Customer selecting

[*].

6. ADDITIONAL CUSTOMER [*].

[*].

7. [*] RIGHTS.

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



8. [*] ASSURANCE.

[*]

9. WARRANTY PROGRAM [*].

[*]

10. [*]

[*]

11. AIRCRAFT ACCELERATION OPPORTUNITIES.

Boeing acknowledges Customer may desire to have earlier delivery positions for the Block B Aircraft. Boeing agrees to keep Customer apprised of any earlier delivery positions which may become available (subject to manufacturing and production constraints).

12. PUBLIC ANNOUNCEMENT.

Notwithstanding the terms in the Purchase Agreement, neither Party shall in any manner advertise or make any public statement regarding Customer's purchase of the Block B Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party except as may be authorized in writing by an authorized officer of the other Party.

13. CONFIDENTIAL TREATMENT.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 11, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

6-1162-RRO-1066R1
SA 22

BOEING PROPRIETARY

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INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 23

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 10th day of December 2013, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (**Aircraft**); and

B. WHEREAS, Customer desires to reschedule the delivery date of eleven (11) Option Aircraft under Letter Agreement 6-1162-RRO-1062 to the Purchase Agreement as shown in the table below:

<u>Existing Delivery Dates of Option Aircraft</u>	<u>Revised Delivery Dates of Option Aircraft</u>
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents, attached hereto, to reflect the changes made by this Supplemental Agreement No. 23.
2. The Option Aircraft described in Recital Paragraph B are hereby rescheduled as set forth in Recital Paragraph B. Remove and replace, in its entirety, Attachment to Letter Agreement 6-1162-RRO-1062 with a revised Attachment, attached hereto, to reflect such rescheduling. The parties acknowledge and agree that the Option Aircraft rescheduling referenced herein is not being made under Article 4.2 of Letter Agreement 6-1162-RRO-1062; accordingly, with respect to the foregoing rescheduled Option Aircraft, (i) [*], (ii) [*] and (iii) the rescheduled Option [*] to the end of the then-current delivery stream.
3. Customer and Boeing have previously executed letter agreement 6-1162-SCR-186 concerning certain terms related to [*] Engine Hard Mount Kits. The parties agree to add this letter agreement to the Purchase Agreement in this Supplemental Agreement No. 23.
4. [*] Accordingly, the parties agree to add a new letter agreement to the Purchase Agreement in this Supplemental Agreement No. 23 to address [*]. Such letter agreement number is 6-1162-SCR-193 and the letter is also added to the Table of Contents herein.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

5. This Supplemental Agreement No. 23 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to **December 6, 2013**.
6. Notwithstanding the foregoing Article 5, this Supplemental Agreement No. 23 shall not be effective unless and until, and the matters expressed herein are expressly conditioned upon, Customer receiving approval from the board of directors of Customer's parent company, FedEx Corporation. Should such approval not be granted and confirmed in writing by Customer to Boeing by **December 11, 2013**, this Supplemental Agreement shall automatically terminate and be null and void in all respects, and neither party shall owe any obligation to the other party with respect to the matters expressed herein; provided, however, no such termination shall otherwise impact the parties' rights and obligations existing under the Purchase Agreement, as amended or otherwise modified, prior to this Supplemental Agreement. For the sake of clarity, neither party shall be deemed to be in default hereunder for failing to have performed any obligation created under this Supplement Agreement, including without limitation any payment obligation, prior to the receipt by Boeing of the aforementioned written confirmation. In addition to the foregoing, this Supplemental Agreement No. 23 to the Purchase Agreement shall not be effective unless Customer and Boeing execute and deliver Supplemental Agreement No. 4 to Purchase Agreement No. 3712 on or before **December 11, 2013**.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Stuart C. Ross
Its: Attorney-In-Fact

P.A. No. 3157

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum
Its: VP Aircraft Acquisitions

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* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
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Supplemental Agreement No. 19	October 27, 2011
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P.A. No. 3157

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SA 23

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-SCR-186
October 1, 2013

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38118

Attention: Mr. Curt Gobbell
Manager, Airframe Forecasting and Analysis

Subject: [*], "ENGINE MOUNTS - REPLACE ISOLATED ENGINE MOUNTS WITH NON-ISOLATED ENGINE MOUNTS ([*] ENGINES)"

- References:
1. Purchase Agreement No. 3157 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777F aircraft, collectively the (**Aircraft**);
 2. Boeing letter agreement 6-1162-SCR-155 (**Letter Agreement**); and
 3. Boeing offer 6-1131-CMM-LLO-10136, Master Change No. 7120MK5114 dated September 11, 2013.

1. Background.

Boeing agreed to provide Customer certain business considerations related to [*] Engine Hard Mount Kits (**Kits**) as detailed under the Letter Agreement. At the time of execution of said Letter Agreement, Customer had ordered [*] Kits on a cumulative basis.

Subsequent to the date of execution of the Letter Agreement, Boeing has provided Customer three separate Master Change proposals relating to the Kits as follows:

- a. 6-1131-CMM-LLO-07919 – For the purchase of [*] Kits; executed by Customer on May 1, 2013;
- b. 6-1131-CMM-LLO-08048 – For the purchase of [*] Kits; executed by Customer on May 16, 2013; and
- c. 6-1131-CMM-LLO-10136 – For the purchase of [*] Kits; executed by Customer on September 20, 2013.

On a cumulative basis, the total number of Kits ordered by Customer, including the initial quantity of [*] Kits, through item 2 above is [*] Kits. Of the [*] Kits included in item c, (i) [*] of the Kits will fall under the terms of paragraph 2 of the Letter Agreement and (ii) [*] of the Kits will fall under the terms of paragraph 3 of the Letter Agreement, except as described in the paragraph immediately below.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1162-SCR-186

October 1, 2013

BOEING PROPRIETARY



2. [*] Memorandum Applicable to Kits [*] Purchased by Customer.

[*]

3. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this business consideration as confidential. Each of Customer and Boeing agree that it will treat this business consideration and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this business consideration to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this business consideration and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

AGREED AND ACCEPTED this

28 October 2013

Date

THE BOEING COMPANY

/s/ Stuart C. Ross

Signature

Stuart C. Ross

Printed Name

Attorney-In-Fact

Title

FEDERAL EXPRESS CORPORATION

/s/ Mark S. Blair

Signature

Mark S. Blair

Printed Name

VP

Title

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director – Aircraft Acquisitions & Sales

Mr. Bradley Harris
Senior Attorney

Subject: [*] Matters

References: Purchase Agreement 3157 between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) dated November 7, 2006 (**Purchase Agreement**) relating to the purchase of 777F aircraft (**Aircraft**).

Any capitalized term used but not defined herein shall have the meaning ascribed to it in the Purchase Agreement.

1. Background.

[*]

The purpose of this Letter Agreement is to document certain terms and conditions under which [*].

2. [*].

[*]

3. [*].

[*]

4. Other Matters.

[*]

5. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this business consideration as confidential. Each of Customer and Boeing agree that it will treat this business consideration and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this business consideration to employees of Customer with a need to know and who understand that they are

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not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this business consideration and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ Stuart C. Ross
Its Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its VP Aircraft Acquisitions

ACCEPTED AND AGREED TO this

Date: December 10, 2013

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

FedEx contract # 07-0255—030

Supplemental Agreement No. 24

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 24 (SA-24), entered into as of the 4 th day of May 2016, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (**Aircraft**);

B. WHEREAS, Customer desires to reschedule the delivery month of one (1) Block B conditional firm Aircraft (**SA-24 Accelerated Block B Aircraft**) as shown in the table below:

<u>Aircraft Block</u>	<u>Existing Delivery Month of Aircraft</u>	<u>Revised Delivery Month of Aircraft</u>
B (Conditional Firm)	[*]	[*]

C. WHEREAS, Boeing and Customer agree that the SA-24 Accelerated Block B Aircraft [*] upon execution of this Supplemental Agreement No. 24 as a result of the reschedule described in Recital Paragraph B above in accordance with the terms of Letter Agreement 6-1162-RRO-1068, Special Provision – Block B Aircraft, due to [*] provision therein as it relates to such Accelerated Block B Aircraft, [*].

D. WHEREAS, Boeing and Customer have agreed to an [*].

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents, attached hereto, to reflect the changes made by this Supplemental Agreement No. 24.
2. Boeing and Customer agree that upon execution of this Supplemental Agreement No. 24 the SA-24 Accelerated Block B Aircraft is hereby (i) rescheduled as described in Recital Paragraph B above and (ii) [*] in accordance with Recital Paragraph C above.
3. Remove and replace, in its entirety, “Table 1-A”, with the revised Table 1-A, attached hereto, revised to reflect (i) the addition of the SA-24 Accelerated Block B Aircraft [*] and (ii) the revised delivery month and [*], Advance Payment Base Price and Advance Payment(s), subject to Paragraph 6, below, resulting from the reschedule of SA-24 Accelerated Block B Aircraft.
4. Remove and replace, in its entirety, “Table 1-B”, with the revised Table 1-B, attached hereto, revised to reflect the removal of the SA-24 Accelerated Block B Aircraft.
5. Remove and replace, in its entirety, Letter Agreement 6-1162-RCN-1799, [*], with a revised Letter Agreement 6-1162-RCN-1799R1, attached hereto, [*].
6. Add Letter Agreement 6-1162-LKJ-0726, [*] – SA-24 Accelerated Block B Aircraft, attached hereto, to reflect an [*] schedule for the SA-24 Accelerated Block B Aircraft.
7. [*]
8. This Supplemental Agreement No. 24 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to **May 13, 2016**.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Kirsten Jensen
Its: Attorney-In-Fact

P.A. No. 3157

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum
Its: Vice President

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1C1	Block C Aircraft Information Table (MSN 39285)	11
1C2	Block C Aircraft Information Table	20
1D	Block D Aircraft Information Table	20

EXHIBIT

A.	Aircraft Configuration	4
A1.	Aircraft Configuration (Block B Aircraft)	4
A2.	Aircraft Configuration (Block C Aircraft except MSN 39285)	11
A3.	Aircraft Configuration (Block C Aircraft w/ MSN 39285)	11
A4.	Aircraft Configuration (Block D Aircraft)	12
B.	Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

- AE1. Escalation Adjustment/Airframe and Optional Features
- CS1. Customer Support Variables
- EE1. Engine Escalation/Engine Warranty and Patent Indemnity
- SLP1. Service Life Policy Components

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<u>LETTER AGREEMENT</u>		<u>SA NUMBER</u>
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3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	Demonstrated Compliance	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799 R1	[*]	24
6-1162-RRO-1062	Option Aircraft Attachment to Letter 6-1162-RRO-1062	23
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066R1	Special Matters for Block B Aircraft	22
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision – Block B Aircraft	4
FED-PA-LA-1000790R3	Special Matters for Block C Aircraft	20
FED-PA-LA-1001683R2	Special Matters for Block D Aircraft	19
6-1162-RRO-1144R7	[*] as related to SAs #8, #13 through #16, SA #18 through SA #20	20
6-1162-SCR-137	777F Miscellaneous Matters	20
6-1162-SCR-154	[*] Letter	22
6-1162-SCR-155	[*] Engine Hard Mount Letter	22
6-1162-SCR-186	[*] Non-Isolated Engine Mounts Letter	23
6-1162-SCR-193	[*] Matters	23

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>SUPPLEMENTAL AGREEMENTS</u>	SA DATED AS OF:
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
Supplemental Agreement No. 14	October 25, 2010
Supplemental Agreement No. 15	October 29, 2010
Supplemental Agreement No. 16	January 31, 2011
Supplemental Agreement No. 17	February 14, 211
Supplemental Agreement No. 18	March 31, 2011
Supplemental Agreement No. 19	October 27, 2011
Supplemental Agreement No. 20	December 14, 2011
Supplemental Agreement No. 21	June 29, 2012
Supplemental Agreement No. 22	December 11, 2012
Supplemental Agreement No. 23	December 10, 2013
Supplemental Agreement No. 24	, 2016
P.A. No. 3157	SA-24

6-1162-RCN-1799 R1

Federal Express Corporation
3131 Democrat Road
Memphis TN 38125

Subject: [*]

Reference: Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (Aircraft).

This letter agreement (Letter Agreement) **cancels and supersedes Letter Agreement 6-1162-RCN-1799 dated March 6, 2007** and amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Recital.

[*]

Agreement.

1. Definitions.

1.1 "Covered Aircraft" shall mean those Aircraft identified on Table 1 to the Purchase Agreement as of **March 6, 2007**.

1.2 [*]

1.3 [*] shall have the meaning set forth in Article 2, below.

1.4 [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157

[*]

SA-24

BOEING PROPRIETARY

1.5 [*]

2. [*]

2.1 [*]

2.2 [*]

2.3 [*]

3. Methods of Performance.

[*]

3.1 [*]

3.2 [*]

4. Project Approval.

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

5. Confidentiality.

The commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any of the information contained herein.

Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 4, 2016

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Fedex contract #07-0255-030

6-1162-LKJ-0726

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: [*] – SA-24 Accelerated Block B Aircraft

Reference: Purchase Agreement No. 3157 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. [*]

1.1 [*]

1.2 [*]

Supplemental Agreement No. 4

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



2. [*]

[*]

3. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer only and cannot be assigned in whole or, in part without the prior written consent of Boeing.

4. Confidential Treatment.

Customer and Boeing consider certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 4, 2016

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

FEC 07-02255-032

Supplemental Agreement No. 25

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 25, entered into as of the 10th day of June 2016, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (**Aircraft**);

B. WHEREAS, Customer desires to reschedule the delivery month of four (4) Option Aircraft under Letter Agreement 6-1162-RRO-1062, Option Aircraft, to the Purchase Agreement as shown in the table below:

Existing Delivery Months of Option Aircraft	Revised Delivery Months of Option Aircraft
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

C. WHEREAS, Boeing and Customer desire to acknowledge that one (1) Block B [*] Aircraft having a scheduled month of delivery of [*] in accordance with the terms of Letter Agreement 6-1162-RRO-1068, Special Provision – Block B Aircraft, due to the [*] provision therein as it relates to such Block B Aircraft.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents, attached hereto, to reflect the changes made by this Supplemental Agreement No. 25.
2. Remove and replace, in its entirety, “Table 1-A”, with the revised Table 1-A, attached hereto, revised to reflect the addition of one (1) Block B Aircraft having a scheduled month of delivery [*] as a firm Block B Aircraft.
3. Remove and replace, in its entirety, “Table 1-B”, with the revised Table 1-B, attached hereto, revised to reflect the removal of one (1) Block B conditional firm Aircraft having a scheduled month of delivery [*].
4. The Option Aircraft described in Recital Paragraph B are hereby rescheduled as set forth in Recital Paragraph B. Remove and replace, in its entirety, the Attachment to Letter Agreement 6-1162-RRO-1062, Option Aircraft, with a revised Attachment, attached hereto, to reflect such rescheduling of Option Aircraft. Boeing and Customer acknowledge and agree that the rescheduling of the Option Aircraft herein is not made pursuant to [*], and accordingly, for the avoidance of doubt [*]. Boeing and Customer further agree that the Option Aircraft described in Recital Paragraph B will retain the [*].
5. Boeing and Customer agree that as a result of the changes incorporated in this Supplemental Agreement No. 25, Customer [*].
6. This Supplemental Agreement No. 25 to the Purchase Agreement shall not be effective unless (i) executed and delivered by the parties on or prior to **June 15, 2016** and (ii) Customer and Boeing execute and deliver Supplemental Agreement No. 8 to Purchase Agreement No. 3712 on or before **June 15, 2016**.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ L. Kirsten Jensen

Its: Attorney-In-Fact

P.A. No. 3157

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President

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BOEING PROPRIETARY

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1C2	Block C Aircraft Information Table	20
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A4.	Aircraft Configuration (Block D Aircraft)	12
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CS1.	Customer Support Variables	
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1.	Service Life Policy Components	

BOEING PROPRIETARY

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6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799R1	[*]	24
6-1162-RRO-1062	Option Aircraft	4
6-1162-RRO-1065	Attachment to Letter 6-1162-RRO-1062	25
6-1162-RRO-1066R1	Performance Guarantees for Block B Aircraft	4
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6-1162-RRO-1144R7	Special Matters for Block C Aircraft	20
6-1162-SCR-137	Special Matters for Block D Aircraft	19
6-1162-SCR-154	[*] as related to SAs #8, #13 through #16, SA # 18 through SA #20	20
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<u>LETTER AGREEMENT (Con't)</u>	<u>SA NUMBER</u>
6-1162-SCR-186	[*], Non-Isolated Engine Mounts Letter 23
6-1162-SCR-193	[*] Matters 23
6-1162-LKJ-0726	[*] SA-24 Accelerated Block B Aircraft 24

SUPPLEMENTAL AGREEMENTS

	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
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Supplemental Agreement No. 16	January 31, 2011
Supplemental Agreement No. 17	February 14, 211
Supplemental Agreement No. 18	March 31, 2011

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<u>SUPPLEMENTAL AGREEMENTS (Con't)</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 19	October 27, 2011
Supplemental Agreement No. 20	December 14, 2011
Supplemental Agreement No. 21	June 29, 2012
Supplemental Agreement No. 22	December 11, 2012
Supplemental Agreement No. 23	December 10, 2013
Supplemental Agreement No. 24	May 4, 2016
Supplemental Agreement No. 25	, 2016

OmittedAttachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

P.A. No. 3157

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BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

FedEx contract 07-0255-034

Supplemental Agreement No. 26

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 26 (SA-26), entered into as of the 10th day of February 2017, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (**Aircraft**);

B. WHEREAS, Customer desires to reschedule the delivery month of two (2) Block C Aircraft as shown in the table below (**SA-26 Accelerated Block C Aircraft**):

<u>Aircraft Block</u>	<u>Existing Delivery Month of Aircraft</u>	<u>Revised Delivery Month of Aircraft</u>
C	[*]	[*]
C	[*]	[*]

C. WHEREAS, Customer desires to reschedule the delivery month of four (4) Option Aircraft under Letter Agreement 6-1162-RRO-1062, Option Aircraft, to the Purchase Agreement as shown in the table below:

<u>Existing Delivery Months of Option Aircraft</u>	<u>Revised Delivery Months of Option Aircraft</u>
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

D. WHEREAS, Boeing and Customer desire to acknowledge that one (1) Block B [*] Aircraft having a scheduled month of delivery of [*] in accordance with the terms of Letter Agreement 6-1162-RRO-1068, Special Provision – Block B Aircraft, due to the [*] provision therein as it relates to such Block B Aircraft.

E. WHEREAS, Boeing has agreed to provide additional commercial and business considerations for the SA-26 Accelerated Block C Aircraft.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents, attached hereto, to reflect the changes made by this Supplemental Agreement No. 26.
2. Boeing and Customer agree that upon execution of this Supplemental Agreement No. 26 (i) the SA-26 Accelerated Block C Aircraft are hereby rescheduled as described in Recital Paragraph B above and (ii) the four (4) Option Aircraft described in Recital Paragraph C above are hereby rescheduled as described herein.
3. Remove and replace, in its entirety, “Table 1-A”, with the revised Table 1-A, attached hereto, revised to reflect the addition of one (1) Block B Aircraft having a scheduled month of delivery [*] as a firm Block B Aircraft.
4. Remove and replace, in its entirety, “Table 1-B”, with the revised Table 1-B, attached hereto, revised to reflect the removal of one (1) Block B conditional firm Aircraft having a scheduled month of delivery [*].
5. Remove and replace, in its entirety, “Table 1-C2”, with the revised Table 1-C2, attached hereto, revised to reflect (i) the revised delivery month and [*], Advance Payment Base Price and Advance Payment(s), subject to Paragraph 5, below, resulting from the reschedule of the SA-26 Accelerated Block C Aircraft.

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6. Remove and replace, in its entirety, the Attachment to Letter Agreement 6-1162-RRO-1062, Option Aircraft, with a revised Attachment, attached hereto, to reflect the rescheduling of four (4) Option Aircraft described in Recital Paragraph C above. Boeing and Customer acknowledge and agree that the rescheduling of Option Aircraft herein is not made pursuant to paragraph [*], and accordingly, for the avoidance of doubt [*]. Boeing and Customer further agree that, (i) notwithstanding the reschedule, the Option Aircraft described in Recital Paragraph C will retain the [*].
7. Add Letter Agreement 6-1162-LKJ-0737, Special Matters – SA-26 Accelerated Block C Aircraft, attached hereto, to reflect additional commercial and business considerations to be provided for the SA-26 Accelerated Block C Aircraft. For the avoidance of doubt, the SA-26 Accelerated Block C Aircraft also retain the commercial and business considerations applicable to Block C Aircraft.
8. This Supplemental Agreement No. 26 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to February 10, 2017.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ L. Kirsten Jensen

Its: Attorney-In-Fact

P.A. No. 3157

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: VP Aircraft Acquisitions & Planning and Performance

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BOEING PROPRIETARY

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3. Price
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1B	Block B Conditional Firm Aircraft Information Table	26
1C	Block C Aircraft Information Table	13
1C1	Block C Aircraft Information Table (MSN 39285)	11
1C2	Block C Aircraft Information Table	26
1D	Block D Aircraft Information Table	20

EXHIBIT

A.	Aircraft Configuration	4
A1.	Aircraft Configuration (Block B Aircraft)	4
A2.	Aircraft Configuration (Block C Aircraft except MSN 39285)	11
A3.	Aircraft Configuration (Block C Aircraft w/ MSN 39285)	11
A4.	Aircraft Configuration (Block D Aircraft)	12

B. Aircraft Delivery Requirements and Responsibilities

SUPPLEMENTAL EXHIBITS

AE1.	Escalation Adjustment/Airframe and Optional Features
CS1.	Customer Support Variables
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity
SLP1.	Service Life Policy Components

P.A. No. 3157

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BOEING PROPRIETARY

LETTER AGREEMENTSA
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3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	Demonstrated Compliance	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
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6-1162-RCN-1791	Performance Guarantees	4
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6-1162-RRO-1062	Option Aircraft	
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6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision – Block B Aircraft	4
FED-PA-LA-1000790R3	Special Matters for Block C Aircraft	20
FED-PA-LA-1001683R2	Special Matters for Block D Aircraft	19
6-1162-RRO-1144R7	[*] as related to SAs #8, #13 through #16, SA # 18 through SA #20	20
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6-1162-SCR-154	[*] Letter	22
6-1162-SCR-155	[*] Engine Hard Mount Letter	22
6-1162-SCR-186	[*], Non-Isolated Engine Mounts Letter	23
6-1162-SCR-193	[*] Matters	23

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LETTER AGREEMENTSA
NUMBER

6-1162-LKJ-0726

24

6-1162-LKJ-0737**26**

[*] SA-24 Accelerated Block B Aircraft
Special Matters – SA-26 Accelerated Block C Aircraft

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P.A. No. 3157

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BOEING PROPRIETARY

SUPPLEMENTAL AGREEMENTSSA
DATED AS OF:

Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
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Supplemental Agreement No. 22	December 11, 2012
Supplemental Agreement No. 23	December 10, 2013
Supplemental Agreement No. 24	May 4, 2016
Supplemental Agreement No. 25	June 10, 2016
Supplemental Agreement No. 26	February 10, 2017

P.A. No. 3157

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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FedEx contract # 07-0255-034

6-1162-LKJ-0737

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: Special Matters – SA-26 Accelerated Block C Aircraft

Reference: (a) Purchase Agreement No. 3157 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (**Aircraft**)
(b) Letter Agreement FED-PA-LA-1000790R3, Special Matters for Block C Aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The terms of this Letter Agreement apply to the SA-26 Accelerated Block C Aircraft as defined in Supplemental Agreement No. 26 to the Purchase Agreement (SA-26).

1. In consideration of the acceleration of the SA-26 Accelerated Block C Aircraft, Boeing will provide, in addition to the provisions of the reference (b) letter agreement, the following business considerations.

1.1 [*]

[*]

1.2 [*] ADVANCE PAYMENTS

1.2.1 As a consequence of the acceleration of the SA-26 Accelerated Block C Aircraft, Customer will owe certain advance payments for the SA-26 Accelerated Block C Aircraft before [*] in accordance with the advance payment schedule provided in Table 1-C2 of the Purchase Agreement (**Standard Advance Payment Schedule**).

[*]

1.2.2 [*]

1.3 [*]

[*]

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1.4 BUYER FURNISHED EQUIPMENT MATTERS.

The attachment to this letter agreement provides initial BFE on-dock dates for the SA-26 Accelerated Block C Aircraft. Subsequent updates to BFE on-doc dates will be electronically provided through My Boeing Fleet but such updated dates will be no earlier than the dates provided in the attachment to this Letter Agreement.

[*]

2. ADVANCE PAYMENT SETOFF RIGHTS.

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

3. ASSIGNMENT.

The [*] and other business arrangements set forth in this Letter Agreement are [*] to Customer and in consideration of Customer taking title to the SA-26 Accelerated Block C Aircraft at the time of delivery and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

4. CONFIDENTIAL TREATMENT.

Customer and Boeing consider certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

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Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 10, 2017

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its VP Aircraft Acquisitions & Planning and
Performance

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

6-1162-LKJ-0737
Special Matters – SA-26 Accelerated Block C Aircraft

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BOEING PROPRIETARY

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FedEx contract 07-0255-036

Supplemental Agreement No. 27

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 27 (SA-27), entered into as of the 12th day of October 2017, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (**Aircraft**);

B. WHEREAS, Customer desires to reschedule the delivery month of one (1) Block B Aircraft as shown in the table below (**SA-27 Accelerated Block B Aircraft**):

<u>Aircraft Block</u>	<u>Existing Delivery Month of Aircraft</u> [*]	<u>Revised Delivery Month of Aircraft</u> [*]
B		

C. WHEREAS, Boeing has agreed to provide additional commercial and business considerations for the SA-27 Accelerated Block B Aircraft.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents, attached hereto, to

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

reflect the changes made by this Supplemental Agreement No. 27.

2. Boeing and Customer agree that upon execution of this Supplemental Agreement No. 27 the SA-27 Accelerated Block B Aircraft is hereby rescheduled as described in Recital Paragraph B above.
3. Remove and replace, in its entirety, “Table 1-A”, with the revised Table 1-A, attached hereto, revised to reflect revised delivery month and [*], Advance Payment Base Price and Advance Payments, subject to Paragraph 4, below, resulting from the reschedule of the SA-27 Accelerated Block B Aircraft.
4. Add Letter Agreement 6-1162-LKJ-0758, Special Matters – SA-27 Accelerated Block B Aircraft, attached hereto, to reflect additional commercial and business considerations to be provided for the SA-27 Accelerated Block B Aircraft. For the avoidance of doubt, the SA-27 Accelerated Block B Aircraft also retains the commercial and business considerations applicable to Block B Aircraft.
5. As a result of the changes incorporated in this Supplemental Agreement No. 27, Customer will owe a payment to Boeing in an amount equal to [*] (SA-27 Payment Amount). Customer will pay Boeing such SA-27 Payment Amount within three (3) business days of executing this Supplemental Agreement No. 27.
6. This Supplemental Agreement No. 27 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to October 13, 2017.

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EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ L. Kirsten Jensen

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Ray Carroll

Its: Vice President

P.A. No. 3157

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BOEING PROPRIETARY

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A.	Aircraft Configuration	4
A1.	Aircraft Configuration (Block B Aircraft)	4
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SUPPLEMENTAL EXHIBITS

AE1.	Escalation Adjustment/Airframe and Optional Features
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EE1.	Engine Escalation/Engine Warranty and Patent Indemnity
SLP1.	Service Life Policy Components

BOEING PROPRIETARY

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<u>LETTER AGREEMENT</u>		<u>SA NUMBER</u>
6-1162-LKJ-0726	[*]	24
6-1162-LKJ-0737	SA-24 Accelerated Block B Aircraft	26
6-1162-LKJ-0758	Special Matters – SA-26 Accelerated Block C Aircraft	27
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DATED AS OF:

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Supplemental Agreement No. 24	May 4, 2016
Supplemental Agreement No. 25	June 10, 2016

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FedEx contract # 07-0255-M

6-1162-LKJ-0758

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: Special Matters – SA-27 Accelerated Block B Aircraft

Reference: (a) Purchase Agreement No. 3157 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (**Aircraft**)

(b) Letter Agreement 6-1162-RCN-1799R1, [*]

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The terms of this Letter Agreement apply to the SA-27 Accelerated Block B Aircraft as defined in Supplemental Agreement No. 27 to the Purchase Agreement (SA-27).

1. In consideration of the acceleration of the SA-27 Accelerated Block B Aircraft, Boeing will provide Customer, the following additional business considerations.

1.1 [*] Advance Payment.

As a consequence of the acceleration of the SA-27 Accelerated Block B Aircraft, Customer will owe certain advance payments for the SA-27 Accelerated Block B Aircraft before [*] in accordance with the advance payment schedule provided in Table 1-A of the Purchase Agreement (**Standard Advance Payment Schedule**). [*]

1.2 [*]

[*]

1.2.1 [*]

[*]

1.2.2 Performance Period.

Notwithstanding paragraph 1.4, of the reference (b) letter agreement, the Performance Period for the [*] set forth in paragraph 1.2.1 above will be the period beginning on the date of this Letter Agreement and ending one (1) year after the scheduled delivery of the SA-27 Accelerated Block B Aircraft.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



1.2.3 Method of Performance.

[*]

2. ASSIGNMENT.

The commercial and other business arrangements set forth in this Letter Agreement are [*] to Customer and in consideration of Customer taking title to the SA-27 Accelerated Block B Aircraft at the time of delivery and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

3. CONFIDENTIAL TREATMENT.

Customer and Boeing consider certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: October 12, 2017

FEDERAL EXPRESS CORPORATION

By /s/ Ray Carroll
Its Vice President

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

6-1162-LKJ-0758
Special Matters – SA-27 Accelerated Block B Aircraft

BOEING PROPRIETARY

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SA-27

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

FedEx contract #07-0255-039

Supplemental Agreement No. 28

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 28 (SA-28), entered into as of the 26th day of January 2018, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (**Aircraft**);

B. WHEREAS, Customer desires to reschedule the delivery month of one (1) Block B Aircraft as shown in the table below (**SA-28 Accelerated Block B Aircraft**):

<u>Aircraft Block</u>	<u>Existing Delivery Month of Aircraft</u>	<u>Revised Delivery Month of Aircraft</u>
B	[*]	[*]

C. WHEREAS, Boeing has agreed to provide additional commercial and business considerations for the SA-28 Accelerated Block B Aircraft.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents, attached hereto, to reflect the changes made by this Supplemental Agreement No. 28.
- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

2. Boeing and Customer agree that upon execution of this Supplemental Agreement No. 28 the SA-28 Accelerated Block B Aircraft is hereby rescheduled as described in Recital Paragraph B above.
3. Remove and replace, in its entirety, “Table 1-A”, with the revised Table 1-A, attached hereto, revised to reflect revised delivery month and [*], Advance Payment Base Price and Advance Payments resulting from the reschedule of the SA-28 Accelerated Block B Aircraft.
4. Add Letter Agreement 6-1162-LKJ-0768, Special Matters – SA-28 Accelerated Block B Aircraft, attached hereto, to reflect [*] to be provided in consideration of the acceleration of the SA-28 Accelerated Block B Aircraft.
5. [*]
6. This Supplemental Agreement No. 28 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to January 31, 2018.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ L. Kirsten Jensen

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Mark D. Yerger

Its: Vice President

P.A. No. 3157

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BOEING PROPRIETARY

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2. Delivery Schedule
3. Price
4. Payment
5. Miscellaneous

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1B	Block B Conditional Firm Aircraft Information Table	26
1C	Block C Aircraft Information Table	13
1C1	Block C Aircraft Information Table (MSN 39285)	11
1C2	Block C Aircraft Information Table	26
1D	Block D Aircraft Information Table	20

EXHIBIT

A.	Aircraft Configuration	4
A1.	Aircraft Configuration (Block B Aircraft)	4
A2.	Aircraft Configuration (Block C Aircraft except MSN 39285)	11
A3.	Aircraft Configuration (Block C Aircraft w/ MSN 39285)	11
A4.	Aircraft Configuration (Block D Aircraft)	12

B. Aircraft Delivery Requirements and Responsibilities

SUPPLEMENTAL EXHIBITS

AE1.	Escalation Adjustment/Airframe and Optional Features
CS1.	Customer Support Variables
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity
SLP1.	Service Life Policy Components

BOEING PROPRIETARY

<u>LETTER AGREEMENT</u>		<u>SA NUMBER</u>
3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	Demonstrated Compliance	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
6-1162-RCN-1798 R1	777 Boeing Converted Freighter	4
6-1162-RCN-1799R1	[*]	24
6-1162-RRO-1062	Option Aircraft Attachment to Letter 6-1162-RRO-1062	26
6-1162-RRO-1065	Performance Guarantees for Block B Aircraft	4
6-1162-RRO-1066R1	Special Matters for Block B Aircraft	22
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision – Block B Aircraft	4
FED-PA-LA-1000790R3	Special Matters for Block C Aircraft	20
FED-PA-LA-1001683R2	Special Matters for Block D Aircraft	19
6-1162-RRO-1144R7	[*] as related to SAs #8, #13 through #16, SA # 18 through SA #20	20
6-1162-SCR-137	777F Miscellaneous Matters	20
6-1162-SCR-154	[*] Letter	22
6-1162-SCR-155	[*] Engine Hard Mount Letter	22
6-1162-SCR-186	[*], Non-Isolated Engine Mounts Letter	23
6-1162-SCR-193	[*] Matters	23

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>LETTER AGREEMENT</u>		<u>SA NUMBER</u>
6-1162-LKJ-0726	[*] SA-24 Accelerated Block B Aircraft	24
6-1162-LKJ-0737	Special Matters – SA-26 Accelerated Block C Aircraft	26
6-1162-LKJ-0758	Special Matters – SA-27 Accelerated Block B Aircraft	27
6-1162-LKJ-0768	Special Matters – SA-28 Accelerated Aircraft	28

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

SUPPLEMENTAL AGREEMENTSSA
DATED AS OF:

Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
Supplemental Agreement No. 14	October 25, 2010
Supplemental Agreement No. 15	October 29, 2010
Supplemental Agreement No. 16	January 31, 2011
Supplemental Agreement No. 17	February 14, 211
Supplemental Agreement No. 18	March 31, 2011
Supplemental Agreement No. 19	October 27, 2011
Supplemental Agreement No. 20	December 14, 2011
Supplemental Agreement No. 21	June 29, 2012
Supplemental Agreement No. 22	December 11, 2012
Supplemental Agreement No. 23	December 10, 2013
Supplemental Agreement No. 24	May 4, 2016
Supplemental Agreement No. 25	June 10, 2016

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BOEING PROPRIETARY

Supplemental Agreement No. 26

February 10, 2017

Supplemental Agreement No. 27

October 12, 2017

Supplemental Agreement No. 28

January , 2018

P.A. No. 3157

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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FedEx contract # 07-0255-M

6-1162-LKJ-0768

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: Special Matters – SA-28 Accelerated Block B Aircraft

Reference: (a) Purchase Agreement No. 3157 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (**Aircraft**)

(b) Letter Agreement 6-1162-RCN-1799R1, [*]

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The terms of this Letter Agreement apply to the SA-28 Accelerated Block B Aircraft as defined in Supplemental Agreement No. 28 to the Purchase Agreement (SA-27).

1. [*]

In consideration of the SA-28 Accelerated Block B Aircraft, Boeing will provide Customer, the following [*] in accordance with the reference (b) letter agreement, except as otherwise set forth below.

1.2.1 [*]

[*]

1.2.2 Performance Period.

Notwithstanding paragraph 1.4, of the reference (b) letter agreement, the Performance Period for the [*] set forth in paragraph 1.2.1 above will be the period beginning on the date of this Letter Agreement and ending one (1) year after the scheduled delivery of the SA-28 Accelerated Block B Aircraft.

1.2.3 Method of Performance.

[*]

2. ASSIGNMENT.

The commercial and other business arrangements set forth in this Letter Agreement are [*] to Customer and in consideration of Customer taking title to the SA-28 Accelerated Block B Aircraft at the time of delivery and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



3. CONFIDENTIAL TREATMENT

Customer and Boeing consider certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

6-1162-LKJ-0768
Special Matters – SA-28 Accelerated Block B Aircraft

BOEING PROPRIETARY

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Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 26, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Mark D. Yerger

Its Vice President

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 29

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 29 (SA-29), entered into as of the 2nd day of February 2018, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (**Aircraft**);

B. WHEREAS, Customer desires to reschedule the delivery month of three (3) Block B Aircraft (**SA-29 Accelerated Block B Aircraft**) and one (1) Block C Aircraft (**SA-29 Accelerated Block C Aircraft**), (collectively, **SA-29 Accelerated Aircraft**), as shown in the table below.

Aircraft Block	MSN	Table	Existing Delivery Month of Aircraft	Revised Delivery Month of Aircraft
C	41750	Table 1-C2	[*]	[*]
B	40671	Table 1-B	[*]	[*]
B	40672	Table 1-B	[*]	[*]
B	40682	Table 1-B	[*]	[*]

C. WHEREAS, Boeing and Customer agree that the SA-29 Accelerated Block B Aircraft will become firm Block B Aircraft upon execution of this Supplemental Agreement No. 29 as a result of the reschedule described in Recital Paragraph B above in accordance with the terms of Letter Agreement 6-1162-RRO-1068, Special Provision – Block B Aircraft, due to [*] provision relating to such Block B Aircraft.

D. WHEREAS, Boeing has agreed to provide additional commercial considerations for the SA-29 Accelerated Aircraft.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

E. WHEREAS, Boeing has agreed to provide certain additional commercial considerations for [*].

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents, attached hereto, to reflect the changes made by this Supplemental Agreement No. 29.
2. Boeing and Customer agree that upon execution of this Supplemental Agreement No. 29 (i) the SA-29 Accelerated Aircraft are hereby rescheduled as described in Recital Paragraph B above and (ii) the SA-29 Accelerated Block B Aircraft will be firm Block B Aircraft in accordance with Recital Paragraph C above.
3. Remove and replace, in its entirety, “Table 1-A”, with the revised Table 1-A, attached hereto, revised to reflect (i) the addition of the SA-29 Accelerated Block B Aircraft as firm Block B Aircraft, and (ii) the revised delivery month(s) and [*], Advance Payment Base Price(s) and Advance Payments resulting from the reschedule of the SA-29 Accelerated Block B Aircraft.
4. Remove and replace, in its entirety, “Table 1-B”, with the revised Table 1-B, attached hereto, revised to reflect removal of the SA-29 Accelerated Block B Aircraft.
5. Remove and replace, in its entirety, “Table 1-C2”, with the revised Table 1-C2, attached hereto, revised to reflect the revised delivery month and [*], Advance Payment Base Price and Advance Payments resulting from the reschedule of the SA-29 Accelerated Block C Aircraft.
6. Remove and replace, in its entirety, Letter Agreement 6-1162-LKJ-0737, Special Matters – SA-26 Accelerated Block C Aircraft, with Letter Agreement 1162-LKJ-0737R1, Special Matters – SA-26 Accelerated Block C Aircraft, revised to [*], such right having been superseded by the commitments in this Supplemental Agreement No. 29.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

7. Add Letter Agreement 6-1162-LKJ-0766, Special Matters – SA-29 Accelerated Aircraft, attached hereto, to reflect additional commercial considerations to be provided for the SA-29 Accelerated Aircraft.
8. Add Letter Agreement 6-1162-LKJ-0767, Special Considerations – SA-29, attached hereto, to reflect additional commercial considerations to be provided in consideration of Supplemental Agreement No. 29.
9. As a result of the changes incorporated in this Supplemental Agreement No. 29, Customer will owe a payment to Boeing in an amount equal to [*] (SA-29 Payment Amount). Customer will pay Boeing such SA-29 Payment Amount within three (3) business days of executing this Supplemental Agreement No. 29.
10. This Supplemental Agreement No. 29 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to February 2, 2018.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ L. Kirsten Jensen

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: VP Aircraft Acquisitions & Planning and Performance

P.A. No. 3157

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BOEING PROPRIETARY

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2.	Delivery Schedule	
3.	Price	
4.	Payment	
5.	Miscellaneous	

TABLE

1.	Aircraft Information Table	15
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1C1	Block C Aircraft Information Table (MSN 39285)	11
1C2	Block C Aircraft Information Table	29
1D	Block D Aircraft Information Table	20

EXHIBIT

A.	Aircraft Configuration	4
A1.	Aircraft Configuration (Block B Aircraft)	4
A2.	Aircraft Configuration (Block C Aircraft except MSN 39285)	11
A3.	Aircraft Configuration (Block C Aircraft w/ MSN 39285)	11
A4.	Aircraft Configuration (Block D Aircraft)	12
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AE1.	Escalation Adjustment/Airframe and Optional Features	
CS1.	Customer Support Variables	
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1.	Service Life Policy Components	

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BOEING PROPRIETARY

<u>LETTER AGREEMENT</u>		<u>SA NUMBER</u>
3157-01	777 Spare Parts Initial Provisioning	
3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	Demonstrated Compliance	
6-1162-RCN-1789	Option Aircraft Attachment to Letter 6-1162-RCN-1789	Exercised in SA # 4
6-1162-RCN-1790	Special Matters	
6-1162-RCN-1791	Performance Guarantees	4
6-1162-RCN-1792	Liquidated Damages Non-Excusable Delay	
6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
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6-1162-RCN-1799R1	[*]	24
6-1162-RRO-1062	Option Aircraft Attachment to Letter 6-1162-RRO-1062	26
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6-1162-RRO-1066R1	Special Matters for Block B Aircraft	22
6-1162-RRO-1067	Special Matters for Option Aircraft detailed in Letter Agreement 6-1162-RRO-1062	4
6-1162-RRO-1068	Special Provision – Block B Aircraft	4
FED-PA-LA-1000790R3	Special Matters for Block C Aircraft	20
FED-PA-LA-1001683R2	Special Matters for Block D Aircraft	19
6-1162-RRO-1144R7	[*] as related to SAs #8, #13 through #16, SA # 18 through SA #20	20
6-1162-SCR-137	777F Miscellaneous Matters	20
6-1162-SCR-154	[*] Letter	22
6-1162-SCR-155	[*] Engine Hard Mount Letter	22
6-1162-SCR-186	[*], Non-Isolated Engine Mounts Letter	23
6-1162-SCR-193	[*] Matters	23

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<u>LETTER AGREEMENT</u>		<u>SA NUMBER</u>
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	SA-24 Accelerated Block B Aircraft	
6-1162-LKJ-0737 R1	Special Matters – SA-26 Accelerated Block C Aircraft	29
6-1162-LKJ-0758	Special Matters – SA-27 Accelerated Block B Aircraft	27
6-1162-LKJ-0768	Special Matters – SA-28 Accelerated Aircraft	28
6-1162-LKJ-0766	Special Matters – SA-29 Accelerated Aircraft	29
6-1162-LKJ-0767	Special Considerations – SA-29	29

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

SUPPLEMENTAL AGREEMENTSSA
DATED AS OF:

Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
Supplemental Agreement No. 14	October 25, 2010
Supplemental Agreement No. 15	October 29, 2010
Supplemental Agreement No. 16	January 31, 2011
Supplemental Agreement No. 17	February 14, 2011
Supplemental Agreement No. 18	March 31, 2011
Supplemental Agreement No. 19	October 27, 2011
Supplemental Agreement No. 20	December 14, 2011
Supplemental Agreement No. 21	June 29, 2012
Supplemental Agreement No. 22	December 11, 2012
Supplemental Agreement No. 23	December 10, 2013
Supplemental Agreement No. 24	May 4, 2016
Supplemental Agreement No. 25	June 10, 2016

P.A. No. 3157

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BOEING PROPRIETARY

Supplemental Agreement No. 26
Supplemental Agreement No. 27
Supplemental Agreement No. 28
Supplemental Agreement No. 29

February 10, 2017
October 12, 2017
January 26, 2018
February , 2018

P.A. No. 3157

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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FedEx contract # 07-0255-034

6-1162-LKJ-0737R1

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: Special Matters – SA-26 Accelerated Block C Aircraft

Reference: (a) Purchase Agreement No. 3157 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (**Aircraft**)

(b) Letter Agreement FED-PA-LA-1000790R3, Special Matters for Block C Aircraft

This letter agreement (**Letter Agreement**) **cancels and supersedes Letter Agreement 6-1162-LKJ-0737 and** amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The terms of this Letter Agreement apply to the SA-26 Accelerated Block C Aircraft as defined in Supplemental Agreement No. 26 to the Purchase Agreement (SA-26).

1. In consideration of the acceleration of the SA-26 Accelerated Block C Aircraft, Boeing will provide, in addition to the provisions of the reference (b) letter agreement, the following business considerations.

1.1 ACCELERATION CONSIDERATION [*].

[*]

1.2 [*] ADVANCE PAYMENTS.

1.2.1 As a consequence of the acceleration of the SA-26 Accelerated Block C Aircraft, Customer will owe certain advance payments for the SA-26 Accelerated Block C Aircraft before [*] in accordance with the advance payment schedule provided in Table 1-C2 of the Purchase Agreement (**Standard Advance Payment Schedule**).

[*]

1.2.2 [*]

1.3 **REMOVED AND RESERVED.**

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



1.4 BUYER FURNISHED EQUIPMENT MATTERS.

The attachment to this letter agreement provides initial BFE on-dock dates for the SA-26 Accelerated Block C Aircraft. Subsequent updates to BFE on-doc dates will be electronically provided through My Boeing Fleet but such updated dates will be no earlier than the dates provided in the attachment to this Letter Agreement.

[*]

2. ADVANCE PAYMENT SETOFF RIGHTS.

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

3. ASSIGNMENT.

The [*] and other business arrangements set forth in this Letter Agreement are [*] to Customer and in consideration of Customer taking title to the SA-26 Accelerated Block C Aircraft at the time of delivery and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

4. CONFIDENTIAL TREATMENT.

Customer and Boeing consider certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 2, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its VP Aircraft Acquisitions & Planning and
Performance

6-1162-LKJ-0737**R1**
Special Matters – SA-26 Accelerated Block C Aircraft

BOEING PROPRIETARY

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SA-29



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FedEx contract # 07-0255-038

6-1162-LKJ-0766

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: Special Matters – SA-29 Accelerated Aircraft

Reference: (a) Purchase Agreement No. 3157 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (**Aircraft**)

(b) Letter Agreement FED-PA-LA-1000790R3, Special Matters for Block C Aircraft

(c) Letter Agreement 6-1162-RRO-1066R1, Special Matters for Block B Aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The terms of this Letter Agreement apply to the SA-29 Accelerated Aircraft as defined in Supplemental Agreement No. 29 to the Purchase Agreement (**SA-29**).

1. Background.

SA-29, in part, reschedules the delivery month of three (3) Block B Aircraft (**SA-29 Accelerated Block B Aircraft**) and one (1) Block C Aircraft (**SA-29 Accelerated Block C Aircraft**), (collectively, **SA-29 Accelerated Aircraft**), as shown in the table below.

<u>Aircraft Block</u>	<u>MSN</u>	<u>Table</u>	<u>Revised Delivery Month of Aircraft</u>
C	41750	Table 1-C2	[*]
B	40671	Table 1-B	[*]
B	40672	Table 1-B	[*]
B	40682	Table 1-B	[*]

2. SA-29 ACCELERATED AIRCRAFT [*].

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



2. ADVANCE PAYMENT SETOFF RIGHTS.

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

3. ASSIGNMENT.

The [*] and other business arrangements set forth in this Letter Agreement are [*] to Customer and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

4. CONFIDENTIAL TREATMENT.

Customer and Boeing consider certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 2, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its VP Aircraft Acquisitions & Planning and
Performance

6-1162-LKJ-0766
Special Matters – SA-29 Accelerated Aircraft

BOEING PROPRIETARY

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SA-29



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FedEx contract # 07-0255-038

6-1162-LKJ-0767

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: Special Considerations – SA-29

Reference: (a) Purchase Agreement No. 3157 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (**Aircraft**)

(b) Letter Agreement 6-1162-RRO 1062, Option Aircraft

(c) Letter Agreement 6-1162-RRO 1067, Special Matters for Options as Detailed in Letter Agreement 6-1162-RRO-1062

(d) Letter Agreement 6-1162-RRO-1068, Special Provision – Block B Aircraft

(e) Letter Agreement FED-PA-LA-1000790R3, Special Matters for Block C Aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. SPECIAL CONSIDERATION [*].

[*]

2. SPECIAL CONSIDERATION [*].

[*]

3. ADVANCE PAYMENT SETOFF RIGHTS.

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will require Customer to replace within ten (10) days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



4. ASSIGNMENT.

The [*] and other business arrangements set forth in this Letter Agreement are [*] to Customer and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

5. CONFIDENTIAL TREATMENT.

Customer and Boeing consider certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 2, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its VP Aircraft Acquisitions & Planning and
Performance

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.



FEC 07-0255-041

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1169-LKJ-0772

March 16, 2018

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director – Aircraft Acquisitions & Sales

Subject: [*]

References: (a) Purchase Agreement 3157 between Boeing and Customer dated November 7, 2006 relating to 777-Freighter Aircraft (**Purchase Agreement**)

All terms used but not defined in this letter (**Letter Agreement**) shall have the same meaning as in the Purchase Agreement.

1. [*]
2. [*]
3. Confidentiality. Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreements and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: March 26, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President

6-1169-LKJ-0772

BOEING PROPRIETARY

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INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

FedEx Contract #

Supplemental Agreement No. 30

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 30 (SA-30), entered into as of the 18 day of June 2018, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (**Aircraft**); and

B. WHEREAS, Customer desires to add twelve (12) Aircraft to the Purchase Agreement, such Aircraft to be designated as either Block E1 or Block E2 Aircraft (collectively, Block E Aircraft), with delivery months and blocks as shown in the table below; and

<u>Delivery Month & Year of Block E Aircraft</u>	<u>Block</u>
[*]	Block E1

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

**Delivery Month & Year
of Block E Aircraft**

Block

[*]	Block E2

C. WHEREAS, Customer desires to reschedule the delivery month of eleven (11) Option Aircraft under Letter Agreement 6-1162-RRO-1062, Option Aircraft, to the Purchase Agreement as shown in the table below; and

<u>Existing Delivery Months of Option Aircraft</u>	<u>Revised Delivery Months of Option Aircraft</u>
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

D. WHEREAS, Customer desires to remove the special provision (Letter Agreement 6-1162-RRO-1068R1) relating to the three (3) Block B Aircraft with scheduled months of delivery as shown in the table below, resulting in such three (3) Block B Aircraft becoming firm Aircraft upon execution of this Supplemental Agreement No. 30; and

<u>Delivery Month & Year of Block B Aircraft</u>
[*]
[*]
[*]

E. WHEREAS, Customer desires to add fourteen (14) Option Aircraft to the Purchase Agreement, hereinafter referred to as SA-30 Option Aircraft, with delivery months as shown in the table below; and

<u>Delivery Month and Year of Option Aircraft</u>	<u>Block</u>
[*]	SA-30 Option Aircraft

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

F. WHEREAS, Customer desires to reschedule the delivery month of one (1) Aircraft (**SA-30 Accelerated Aircraft**), as shown in the table below; and

Aircraft <u>Block</u>	MSN	Table	Existing Delivery Month of Aircraft [*]	Revised Delivery Month of Aircraft [*]
original block	37731	Table 1		

G. WHEREAS, Boeing and Customer desire to revise the [*] letter agreement to reflect certain agreements regarding the [*]; and

H. WHEREAS, Boeing and Customer desire to provide Boeing the opportunity to [*] of the Block E Aircraft.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents, attached hereto, to reflect the changes made by this Supplemental Agreement No. 30.
2. Boeing and Customer acknowledge and agree that upon execution of this Supplemental Agreement No. 30 and upon fulfillment of the condition described in Article 20 below, (i) six (6) of the twelve (12) Aircraft described in Recital Paragraph B above are hereby added to the Purchase Agreement and are considered by the parties as “Block E1 Aircraft”, (ii) six (6) of the twelve (12) Aircraft described in Recital Paragraph B above are hereby added to the Purchase Agreement as conditional firm aircraft and are considered by the parties as “Block E2 Aircraft”, which together with the Block E1 Aircraft are collectively considered by the parties as “Block E Aircraft” and will be deemed “Aircraft” for all purposes under the Purchase Agreement, (iii) eleven (11)

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Option Aircraft are hereby rescheduled as described in Recital Paragraph C above, (iv) the three (3) Block B Aircraft described in Recital Paragraph D above are hereby made firm Block B Aircraft in accordance with Recital Paragraph D above, and (v) the fourteen (14) SA-30 Option Aircraft described in Recital Paragraph E above are hereby added to the Purchase Agreement as "Option Aircraft" and will be deemed such for all purposes under the Purchase Agreement except as otherwise set forth herein.

3. Remove and replace, in its entirety, Table 1, Aircraft Information Table, with the revised Table 1, attached hereto, revised to reflect the acceleration of one (1) Aircraft described in Recital Paragraph F above.
4. Remove and replace, in its entirety, "Table 1-A", Block B Firm Aircraft Information Table, with the revised Table 1-A, attached hereto, revised to reflect the addition of the three (3) Block B Aircraft described in Recital Paragraph D above as firm Block B Aircraft.
5. Remove and replace, in its entirety, "Table 1-B", Block B Conditional Firm Aircraft Information Table, with the revised Table 1-B, attached hereto, revised to reflect the removal of the three (3) Block B Aircraft described in Recital Paragraph D above.
6. Add a new Table 1-E1, Block E Firm Aircraft Information Table (Block E1), attached hereto, to reflect the addition of the six (6) Block E1 Aircraft described in Recital Paragraph B above to the Purchase Agreement.
7. Add a new Table 1-E2, Block E Conditional Firm Aircraft Information Table (Block E2), attached hereto, to reflect the addition of the six (6) Block E2 Aircraft described in Recital Paragraph B above to the Purchase Agreement.
8. Add a new Exhibit A5, Block E Aircraft Configuration, attached hereto, to the Purchase Agreement. Exhibit A5 provides the aircraft configuration in [*] base year dollars for the Block E Aircraft.
9. Remove and replace, in its entirety, the Attachment to Letter Agreement 6-1162-RRO-1062, Option Aircraft, with a revised Attachment, attached hereto, to reflect the rescheduling of the eleven (11) Option Aircraft described in Recital Paragraph C above. Boeing and Customer acknowledge and agree that the rescheduling of Option Aircraft herein is not made pursuant to paragraph [*], and accordingly, for the avoidance of doubt [*]. Boeing and Customer further agree that, notwithstanding the reschedule, the Option Aircraft described in Recital Paragraph C will retain the [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

10. Remove and replace, in its entirety, Letter Agreement 6-1162-RRO-1067, Special Matters for Options as detailed in Letter Agreement 6-1162-RRO-1062, with Letter Agreement 6-1162-RRO-1067R1, Special Matters for Options as detailed in Letter Agreement 6-1162-RRO-1062, attached hereto, to reflect [*].
11. Remove and replace, in its entirety, Letter Agreement 6-1162-RRO-1068, Special Provision – Block B Aircraft, with Letter Agreement 6-1162-RRO-1068R1, Special Provision – Block B and Block E2 Aircraft, attached hereto, to reflect the addition of the six (6) Block E2 Aircraft and the application of the terms of the revised Letter Agreement to such Block E2 Aircraft.
12. Remove and replace, in its entirety, Letter Agreement 6-1162-SCR-193, [*] Matters, with Letter Agreement 1162-SCR-193R1, [*] Matters and [*] Special Matters, attached hereto, to reflect revised commercial and business terms relating to [*].
13. Add a new Letter Agreement FED-PA-3157-LA-1802894, Special Matters for Block E Aircraft, attached hereto, to the Purchase Agreement to describe the commercial and business terms applicable to the Block E Aircraft described in Recital Paragraph B above.
14. Add a new Letter Agreement 6-1169-LKJ-0776, SA-30 Option Aircraft, attached hereto, to the Purchase Agreement to reflect the addition of the fourteen (14) SA-30 Option Aircraft described in Recital Paragraph E above.
15. Add a new Letter Agreement 6-1169-LKJ-0777, Special Matters—SA-30 Option Aircraft, attached hereto, to the Purchase Agreement to describe the commercial and business terms applicable to the SA-30 Option Aircraft.
16. Add a new Letter Agreement 6-1169-LKJ-0778, SA-30 [*] Matters, attached hereto, to the Purchase Agreement to describe the terms applicable to the [*].
17. Customer and Boeing hereby acknowledge and confirm that Letter Agreement 6-1162-RRO-1065, Aircraft Performance Guarantees for Block B Aircraft, [*] to the Purchase Agreement.
18. Boeing acknowledges that, subject to execution of this SA-30 by [*], the addition of twelve (12) incremental Aircraft to the Purchase Agreement as described in Recital Paragraph B and removal of the special provision (Letter Agreement 6-1162-RRO-1068R1) relating to three (3) Block B Aircraft as described in Recital Paragraph D, both as agreed in paragraph 2 above, [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

-
19. As a result of the changes incorporated in this Supplemental Agreement No. 30, Customer will [*] applicable to each of the twelve (12) Block E Aircraft described in Recital Paragraph B and added to the Purchase Agreement by this Supplemental Agreement No. 30, (ii) [*] of the [*] Block E1 Aircraft, (iii) an [*] for each of the fourteen (14) SA-30 Option Aircraft described in Recital Paragraph D and added to the Purchase Agreement pursuant to this Supplemental Agreement No. 30 and (iv) [*] applicable to the Aircraft described in Recital Paragraph F above as a result of the reschedule of such Aircraft. The foregoing results in an [*]. Customer will [*].
 20. This Supplemental Agreement No. 30 to the Purchase Agreement shall not be effective unless (i) executed and delivered by the parties on or prior to June 26, 2018, and (ii) Customer and Boeing execute and deliver Supplemental Agreement No. 11 to Purchase Agreement No. 3712 on or prior to June 26, 2018.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ L. Kirsten Jensen

Its: Attorney-In-Fact

P.A. No. 3157

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President Aircraft Acquisitions & Planning
and Performance

8

SA-30

BOEING PROPRIETARY

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* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
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Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
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Supplemental Agreement No. 15	October 29, 2010
Supplemental Agreement No. 16	January 31, 2011
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Supplemental Agreement No. 25	June 10, 2016

P.A. No. 3157

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BOEING PROPRIETARY

SUPPLEMENTAL AGREEMENTS (Con't)

DATED AS OF:

Supplemental Agreement No. 26

February 10, 2017

Supplemental Agreement No. 27

October 12, 2017

Supplemental Agreement No. 28

January 28, 2018

Supplemental Agreement No. 29

February 2, 2018

Supplemental Agreement No. 30

June , 2018

P.A. No. 3157

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BOEING PROPRIETARY

BLOCK E AIRCRAFT CONFIGURATION

Dated 6/18/2018

relating to

BOEING MODEL 777-FREIGHTER BLOCK E AIRCRAFT

The Detail Specification for FedEx is Detail Specification D019W007FED7F-1, Rev J dated October 17, 2017. Such Detail Specification will be comprised of Boeing Configuration Specification D019W007, Rev NEW, dated July 24, 2006 as amended to incorporate the Options attached here to, including the effects on Manufacturer's Empty Weight (MEW) and Operating Empty Weight (OEW).

The Aircraft Basic Price reflects and includes all effects of such Optional Features, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

Supplemental Agreement No. 30

Federal Express Corporation
3131 Democrat Road
Memphis TN 38125

Subject: Special Matters for Options as detailed in Letter Agreement 6-1162-RRO-1062

Reference: A) Purchase Agreement No. 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

B) Letter Agreement 6-1162-RRO-1062 Option Aircraft

This letter agreement (Letter Agreement) **cancels and supersedes Letter Agreement 6-1162-RRO-1067** and amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. [*]

[*]

2. [*]

[*]

3. [*]

[*]

4. [*]

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3157 (SA # **30**)

BOEING PROPRIETARY

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5. [*]

[*]

6. INCREMENTAL AIRCRAFT COMMITMENT [*]

[*]

7. ADVANCE PAYMENT SETOFF RIGHTS

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

8. [*]

[*]

9. [*]

[*]

10. [*]

[*]

11. ASSIGNMENT

The [*] described in this Letter Agreement are [*] to Customer in consideration of Customer becoming the operator of the Option Aircraft, and cannot be assigned, in whole or in part, without the prior written consent of The Boeing Company.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

12. PUBLIC ANNOUNCEMENT

Notwithstanding the terms in the Purchase Agreement, neither Party shall in any manner advertise or make any public statement regarding Customer's purchase of the Option Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party except as may be authorized in writing by an authorized officer of the other Party.

13. CONFIDENTIAL TREATMENT.

Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

P.A. No. 3157 (SA # **30**)

BOEING PROPRIETARY

Page 4

Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President Aircraft Acquisitions
& Planning and Performance

P.A. No. 3157 (SA # **30**)

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-RRO-1068R1

FedEx Contract #

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: Special Provision – Block B **and** Block E2 Aircraft

Reference: Purchase Agreement 3157 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 777-FREIGHTER aircraft (the Aircraft)

This letter agreement (Letter Agreement) **cancels and supersedes Letter Agreement 6-1162-RRO-1068 and** amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

[Defined Terms]

“Block B Aircraft” means the fifteen (15) Option Aircraft exercised under Supplemental Agreement Number 4 to the Purchase Agreement and shall have the meaning as defined therein.

“Block E2 Aircraft” means the six (6) Aircraft identified in Table 1-E2 as conditional firm Block E Aircraft (Block E2) pursuant to Supplemental Agreement Number 30 to the Purchase Agreement and shall have the meaning as defined therein.

[*]

“RLA” or “Railway Labor Act” means 45 USC Section 151 et seq.

“NLRA” or “National Labor Relations Act” means 29 USC Section 151 et seq.

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

PA No.3157 (SA # 30)

Very Truly Yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

Agreed and Accepted

Date: June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisitions &
Planning and Performance

PA No.3157 (SA # **30**)

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director – Aircraft Acquisitions & Sales

Subject: [*] Matters and [*] Special Matters

References: Purchase Agreement 3157 between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) dated November 7, 2006 (**Purchase Agreement**) relating to the purchase of 777F aircraft (**Aircraft**).

This letter agreement (Letter Agreement) cancels and supersedes letter agreement 6-1162-SCR-193 and amends and supplements the Purchase Agreement. Any capitalized term used but not defined herein shall have the meaning ascribed to it in the Purchase Agreement.

1. Background.

[*]

The purpose of this letter agreement is to document certain terms and conditions under which [*].

2. [*]

[*]

3. [*]

[*]

4. Other Matters.

[*]

5. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this business consideration as confidential. Each of Customer and Boeing agree that it will treat this business consideration and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this business consideration to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this business consideration and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President Aircraft Acquisitions & Planning and Performance

BOEING PROPRIETARY

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SA-30



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-3157-LA-1802894

FedEx contract #

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: Special Matters for Block E Aircraft

References: Purchase Agreement No. 3157 (the **Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (the **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement. The terms of this Letter Agreement apply to Block E1 Aircraft in Table 1-E1 and Block E2 Aircraft in Table 1-E2 (collectively, Block E Aircraft).

1. [*]

[*]

2. [*]

[*]

3. [*]

[*]

4. [*]

[*]

5. [*]

[*]

6. INCREMENTAL AIRCRAFT COMMITMENT [*]

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



7. ADVANCE PAYMENT SETOFF RIGHTS.

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

8. [*]

[*]

9. [*]

[*]

10. [*]

[*]

11. ASSIGNMENT.

The [*] and other business arrangements set forth in this Letter Agreement are [*] to Customer in consideration of Customer taking title to the Block E Aircraft at the time of delivery and becoming the operator of the Block E Aircraft, and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

12. CONFIDENTIAL TREATMENT.

Customer and Boeing consider certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Boeing acknowledges that Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent company, FedEx Corporation, and to Customer's and FedEx Corporation's professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisitions & Planning and
Performance

FED-PA-3157-LA-1802894
Special Matters for Block E Aircraft

BOEING PROPRIETARY

SA-30
Page 3



The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

6-1169-LKJ-0776

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: SA-30 Option Aircraft

Reference: (a) Purchase Agreement No. 3157 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (Aircraft)
(b) Letter Agreement 6-1162-RRO-1066R1, Special Matters for Block B Aircraft
(c) Letter Agreement FED-PA-03712-LA-1106157, Aircraft General Terms Agreement—Amended Terms

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. Right to Purchase Option Aircraft.

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in the Tables to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the option to purchase additional Model 777-FREIGHTER aircraft as option aircraft (**SA-30 Option Aircraft**).

2. Delivery.

The number of aircraft, delivery months, and the pricing elements of the SA-30 Option Aircraft are listed in the Attachment to this Letter Agreement.

3. Configuration.

3.1 Subject to the provisions of Article 3.2, below, the configuration for the Option Aircraft will be the Detail Specification for Customer's model 777-FREIGHTER aircraft, D019W007FED7F-1, Rev J dated October 17, 2017. Such Detail Specification will be revised to reflect (i) changes that have been made to the Detail Specification of Customer's 777-FREIGHTER Aircraft pursuant to the Purchase Agreement between the date of this letter and the signing of the Definitive Agreement for the exercise of the SA-30 Option Aircraft, (ii) changes required to obtain required regulatory certificates, and (iii) other changes as mutually agreed.

BOEING PROPRIETARY

SA-30
Page 1



3.2 Boeing reserves the right to configure the Option Aircraft starting from a different configuration specification, provided that it can achieve the same configuration which would result pursuant to the provisions of Article 3.1.

3.3 [*]

4. Price.

4.1 The pricing elements of the Option Aircraft are listed in the Attachment.

4.2 Price Adjustments.

4.2.1 Changes. The price of the SA-30 Option Aircraft will be adjusted to reflect changes discussed in paragraph 3.1 above, provided that the price for changes in 3.1 (ii) are subject to the terms of paragraph 3.2.2 of the AGTA, as amended by the reference (c) letter agreement.

4.2.2 Optional Features. Unless otherwise agreed by the parties, the Option Aircraft will contain the same Optional Features shown in Exhibit A-5 to the Purchase Agreement, and the price of such Optional Features is shown in the Attachment hereto.

4.2.3 Escalation Adjustments. The Airframe Price and the price of Optional Features for Option Aircraft will be escalated on the same basis as the Block E Aircraft.

5. Payment.

5.1 [*]

5.2 Following option exercise, at Definitive Agreement for the SA-30 Option Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the SA-30 Option Aircraft will be paid at the time of delivery.

6. Option Exercise.

6.1 Customer may exercise an option by giving written notice to Boeing on or before the date [*] prior to the first day of the delivery month listed in the Attachment (**Option Exercise Date**). Upon option exercise, Boeing will have the right to adjust the scheduled delivery by [*].

6.2 [*]

7. Definitive Agreement.

Following Customer's exercise of an option, the parties will use their best efforts to sign a definitive agreement for the purchase of such SA-30 Option Aircraft (**Definitive Agreement**) within thirty (30) calendar days of such exercise. The Definitive Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement and other terms and conditions as may be agreed upon.

8. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisitions
& Planning and Performance

6-1169-LKJ-0776

BOEING PROPRIETARY

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Page 3



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1169-LKJ-0777

FedEx contract #

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: Special Matters for SA-30 Option Aircraft

References: Purchase Agreement No. 3157 (the **Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (the **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement. The terms of this Letter Agreement apply to the SA-30 Option Aircraft as shown in the Attachment to Letter Agreement 6-1169-LKJ-0776.

1. [*]

[*]

2. [*]

[*]

3. [*]

[*]

4. [*]

[*]

5. [*]

[*]

6. INCREMENTAL AIRCRAFT COMMITMENT [*]

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



7. ADVANCE PAYMENT SETOFF RIGHTS.

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

8. [*]

[*]

9. [*]

[*]

10. ASSIGNMENT.

The [*] and other business arrangements set forth in this Letter Agreement are [*] to Customer in consideration of Customer taking title to the SA-30 Option Aircraft at the time of delivery and becoming the operator of the SA-30 Option Aircraft, and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

11. CONFIDENTIAL TREATMENT.

Customer and Boeing consider certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Boeing acknowledges that Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent company, FedEx Corporation, and to Customer's and FedEx Corporation's professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisitions
& Planning and Performance

6-1169-LKJ-0777
Special Matters for SA-30 Option Aircraft

BOEING PROPRIETARY

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Page 3



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1169-LKJ-0778

FedEx contract #

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38125

Subject: SA-30 [*] Matters

- References:
- (a) Purchase Agreement No. 3157 between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (the **777 Purchase Agreement**)
 - (b) Purchase Agreement No. 3712 between Boeing and Customer relating to Model 767-3S2F aircraft (the **767 Purchase Agreement**)
 - (c) Letter Agreement FED-PA-03712-LA-1106159R1, Special Matters Concerning.[*]

All terms used but not defined in this Letter Agreement (Letter Agreement) shall have the same meaning as in the 767 Purchase Agreement and the 777 Purchase Agreement.

1. As a result of SA-30 to the 777 Purchase Agreement and SA-11 to the 767 Purchase Agreement, Customer will owe certain 777 Advance Payments or 767 Advance Payments during calendar years [*] in accordance with the advance payment schedules provided in the Table 1 of the 777 Purchase Agreement and 767 Purchase Agreement (**Standard Advance Payment Schedule**) and the reference (c) letter agreement. [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1169-LKJ-0778
SA-30 [*] Matters

SA-30
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BOEING PROPRIETARY



1.1 [*]

Table 1.1

1.2 [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Table 1.2

[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]

2. [*]

3. [*] will be paid in accordance with the Standard Advance Payment Schedule and the reference (c) letter agreement. If the contractual obligations set forth in the 777 Purchase Agreement or 767 Purchase Agreement are revised prior to [*], Boeing and Customer will work in good faith to revise this Letter Agreement accordingly.

4. CONFIDENTIAL TREATMENT.

Customer and Boeing consider certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Boeing acknowledges that Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent company, FedEx Corporation, and to Customer's and FedEx Corporation's professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President Aircraft Acquisitions
& Planning and Performance

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

6-1169-LKJ-0776

SA-30
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BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 31

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 31 (SA-31), entered into as of the 14th day of September 2018, by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (**Aircraft**);

B. WHEREAS, Customer desires to reschedule the delivery month of one (1) Block B Aircraft, as shown in the table below (**SA-31 Accelerated Block B Aircraft**):

<u>Aircraft Block</u>	<u>MSN</u>	<u>Table</u>	<u>Existing Delivery Month of Aircraft</u>	<u>Revised Delivery Month of Aircraft</u>
B	40682	1-A	[*]	[*]

C. WHEREAS, Boeing has agreed to provide additional commercial and business considerations for the SA-31 Accelerated Block B Aircraft.

D. WHEREAS, Customer desires to reschedule the delivery month of one (1) Block D Aircraft, as shown in the table below (**SA-31 Accelerated Block D Aircraft**):

<u>Aircraft Block</u>	<u>MSN</u>	<u>Table</u>	<u>Existing Delivery Month of Aircraft</u>	<u>Revised Delivery Month of Aircraft</u>
D	41737	1-D	[*]	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the “Table of Contents” with the revised Table of Contents, attached hereto, to reflect the changes made by this Supplemental Agreement No. 31.
2. Boeing and Customer agree that upon execution of this Supplemental Agreement No. 31 the SA-31 Accelerated Block B Aircraft is hereby rescheduled as described in Recital Paragraph B above.
3. Boeing and Customer agree that upon execution of this Supplemental Agreement No. 31 the SA-31 Accelerated Block D Aircraft is hereby rescheduled as described in Recital Paragraph D above.
4. Remove and replace, in its entirety, “Table 1-A”, with the revised Table 1-A, attached hereto, revised to change the delivery month of the [*] aircraft to [*]. Furthermore, Boeing and Customer agree that there will not be any change to the current [*], [*], and [*] used for the revised aircraft delivery described in Recital Paragraph B and will remain the same as of SA-30.
5. Remove and replace, in its entirety, “Table 1-D”, with the revised Table 1-D, attached hereto, revised to change the delivery month of the [*] aircraft to [*]. Furthermore, Boeing and Customer agree that there will not be any change to the current [*], [*], and [*] used for the revised aircraft delivery described in Recital Paragraph D and will remain the same as of SA-30.
6. This Supplemental Agreement No. 31 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to September 14, 2018.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Dennis A. Toy
Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Kevin A. Burkhart
Its: Vice President

P.A. No. 3157

3

SA-31

BOEING PROPRIETARY

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2. Delivery Schedule
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B. Aircraft Delivery Requirements and Responsibilities

SUPPLEMENTAL EXHIBITS

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BOEING PROPRIETARY

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3157-02	Demonstration Flight Waiver	
6-1162-RCN-1785	Demonstrated Compliance	
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6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
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6-1162-RRO-1062	Option Aircraft Attachment to Letter 6-1162-RRO-1062	4 30
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* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	May 12, 2008
Supplemental Agreement No. 2	July 14, 2008
Supplemental Agreement No. 3	December 15, 2008
Supplemental Agreement No. 4	January 9, 2009
Supplemental Agreement No. 5	January 11, 2010
Supplemental Agreement No. 6	March 17, 2010
Supplemental Agreement No. 7	March 17, 2010
Supplemental Agreement No. 8	April 30, 2010
Supplemental Agreement No. 9	June 18, 2010
Supplemental Agreement No. 10	June 18, 2010
Supplemental Agreement No. 11	August 19, 2010
Supplemental Agreement No. 12	September 3, 2010
Supplemental Agreement No. 13	August 27, 2010
Supplemental Agreement No. 14	October 25, 2010
Supplemental Agreement No. 15	October 29, 2010
Supplemental Agreement No. 16	January 31, 2011
Supplemental Agreement No. 17	February 14, 2011
Supplemental Agreement No. 18	March 31, 2011
Supplemental Agreement No. 19	October 27, 2011
Supplemental Agreement No. 20	December 14, 2011
Supplemental Agreement No. 21	June 29, 2012
Supplemental Agreement No. 22	December 11, 2012
Supplemental Agreement No. 23	December 10, 2013
Supplemental Agreement No. 24	May 4, 2016
Supplemental Agreement No. 25	June 10, 2016

<u>SUPPLEMENTAL AGREEMENTS (Con't)</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 26	February 10, 2017
Supplemental Agreement No. 27	October 12, 2017
Supplemental Agreement No. 28	January 28, 2018
Supplemental Agreement No. 29	February 2, 2018
Supplemental Agreement No. 30	June 18, 2018
Supplemental Agreement No. 31	September , 2018

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

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BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

PA-3157-LA-06981

September 14th, 2018

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director — Aircraft Acquisitions & Sales

Subject: [*]

References: Purchase Agreement 3157 between the Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) dated November 7, 2006 relating to 777-Freighter Aircraft (**Purchase Agreement**)

All terms used but not defined in this letter shall have the same meaning as in the Purchase Agreement.

1. [*]

2. [*]

3. Confidentiality. Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ Dennis A. Toy
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 14, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Kevin A. Burkhart
Its Vice President

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

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Supplemental Agreement No. 36

to

Purchase Agreement No. 3157

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 777-FREIGHTER Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 36 (SA-36), entered into as of June 1, 2022 by and between THE BOEING COMPANY (**Boeing**) and FEDERAL EXPRESS CORPORATION (**Customer**);

WITNESSETH:

A. WHEREAS, the parties entered into Purchase Agreement No. 3157, dated November 7, 2006 (**Purchase Agreement**), relating to the purchase and sale of certain Boeing Model 777-FREIGHTER Aircraft (**Aircraft**);

B. WHEREAS, Customer desires to reschedule the delivery month of six (6) Option Aircraft under Letter Agreement 6-1162-RRO-1062R2, Option Aircraft, to the Purchase Agreement as shown summarized in the table below;

#	Existing Delivery Month of Option Aircraft	Existing Option Exercise Date	Revised Delivery Month of Option Aircraft	Revised Option Exercise Date
1	[*]	[*]	[*]	[*]
2	[*]	[*]	[*]	[*]
3	[*]	[*]	[*]	[*]
4	[*]	[*]	[*]	[*]
5	[*]	[*]	[*]	[*]
6	[*]	[*]	[*]	[*]

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BOEING PROPRIETARY

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. The Table of Contents is hereby deleted in its entirety and replaced with the revised Table of Contents, attached hereto and incorporated into the Purchase Agreement to reflect the changes made by this SA-36.

2. Letter Agreement No. 6-1162-RRO-1062R2, entitled Option Aircraft, is hereby deleted in its entirety and replaced with Letter Agreement 6-1162-RRO-1062R3, Option Aircraft, including the associated attachment, attached hereto, to reflect the revised delivery dates and revised option exercise dates of six (6) Option Aircraft described in Recital Paragraph B above. For the avoidance of doubt, Boeing and Customer acknowledge and agree that the rescheduling of the six (6) Option Aircraft described in Recital Paragraph B above is not made pursuant to paragraph 4.2 of Letter Agreement 6-1162-RRO-1062R2, Option Aircraft, and accordingly, [*]. Boeing and Customer further agree that, notwithstanding the reschedule, the Option Aircraft described in Recital Paragraph B will retain the performance guarantees set forth in 6-1162-RRO-1065, Performance Guarantees for Block B Aircraft.

3. Letter Agreement No 6-1162-RRO-1067R3 entitled Special Matters for Options as detailed in Letter Agreement 6-1162-RRO-1062R2, is hereby deleted in its entirety and replaced with Letter Agreement No. 6-1162-RRO-1067R4, entitled Special Matters for Options as detailed in Letter Agreement 6-1162-RRO-1062R3, attached hereto, to reflect the letter agreement revision described in Article 2 above.

4. This SA-36 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to June 30, 2022.

5. References in the Purchase Agreement and any supplemental agreements and associated letter agreements to letter agreements listed in the left column of the below table shall be deemed to refer to the corresponding letter agreement listed in the right column of the below table.

Reference	Replacement Reference
6-1162-RRO-1062R2	6-1162-RRO-1062R3
6-1162-RRO-1067R3	6-1162-RRO-1067R4

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EXECUTED as of the day and year first above written.

FEDERAL EXPRESS CORPORATION

THE BOEING COMPANY

By: /s/ Kevin A. Burkhart

By: /s/ McKenzie Kuckhahn

Name: Kevin A. Burkhart

Name: McKenzie Kuckhahn

Title: Vice President

Title: Attorney-In-Fact

P.A. No. 3157

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CS1.	Customer Support Variables	
EE1.	Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1.	Service Life Policy Components	



LETTER AGREEMENT

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6-1162-RCN-1793	Open Configuration Matters	
6-1162-RCN-1795	AGTA Amended Articles	
6-1162-RCN-1796	777 First-Look Inspection Program	
6-1162-RCN-1797	Licensing and Customer Supplemental Type Certificates	
6-1162-RCN-1798	777 Boeing Converted Freighter	Deleted in SA # 4
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6-1162-RRO-1144R7	Special Matters for Block D Aircraft	19
6-1162-SCR-137	[*] as related to SAs #8, #13 through #16, SA # 18 through SA #20	20
6-1162-SCR-154	777F Miscellaneous Matters	20
6-1162-SCR-155	[*] Letter	22
6-1162-SCR-186	[*] Engine Hard Mount Letter	22
6-1162-SCR-193R1	[*], Non-Isolated Engine Mounts Letter	23
	[*] Matters and [*] Special Matters	30

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LETTER AGREEMENT (Con't)

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BOEING PROPRIETARY

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SUPPLEMENTAL AGREEMENTS

	DATED AS OF:
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Supplemental Agreement No. 22	December 11, 2012
Supplemental Agreement No. 23	December 10, 2013
Supplemental Agreement No. 24	May 4, 2016
Supplemental Agreement No. 25	June 10, 2016

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BOEING PROPRIETARY



SUPPLEMENTAL AGREEMENTS (Con't)

	DATED AS OF:
Supplemental Agreement No. 26	February 10, 2017
Supplemental Agreement No. 27	October 12, 2017
Supplemental Agreement No. 28	January 28, 2018
Supplemental Agreement No. 29	February 2, 2018
Supplemental Agreement No. 30	June 18, 2018
Supplemental Agreement No. 31	September 14, 2018
Supplemental Agreement No. 32	February 28, 2020
Supplemental Agreement No. 33	December 30, 2020
Supplemental Agreement No. 34	October 13, 2021
Supplemental Agreement No. 35	December 10, 2021
Supplemental Agreement No. 36	June 1, 2022

P.A. No. 3157

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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-RRO-1062R3

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Option Aircraft

Reference: Purchase Agreement No. 3157 (the **Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (the **Aircraft**)

This letter agreement (**Letter Agreement**) **cancels and supersedes Letter Agreement No. 6-1162-RRO-1062R2 and amends and supplements** the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in the Tables to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the option to purchase additional Model 777-FREIGHTER aircraft as option aircraft (**Option Aircraft**). The delivery months, number of aircraft, Advance Payment Base Price per Option Aircraft and advance payment schedule are listed in the Attachment to this Letter Agreement. The Airframe Price shown includes the Engine Price.

1. Aircraft Description and Changes

1.1 Option Aircraft Description: The Option Aircraft are described by the Detail Specification listed in the Attachment.

1.2 Changes: The Detail Specification of the Option Aircraft will be D019W007FED7F-1, Rev NEW, as revised to reflect:

- (i) Changes that have been made to the Detail Specification of Customer's Aircraft under the Purchase Agreement between the date of this letter and the time of Customer's exercise of each option;
- (ii) Changes required to obtain required regulatory certificates; and
- (iii) Changes mutually agreed upon.

1.3 [*]

LA No. 6-1162-RRO-1062R3
Option Aircraft

P.A. No. 3157 (**SA-36**)
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BOEING PROPRIETARY

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2. Price

2.1 The pricing elements of the Option Aircraft are listed in the Attachment.

2.2 Price Adjustments.

2.2.1 Changes. The price of the Option Aircraft will be adjusted to reflect changes discussed in paragraph 1.2 above, provided that the price for changes in 1.2 (ii) are subject to the terms of Section 3.2.2 of the AGTA [*].

2.2.2 Optional Features. Unless otherwise agreed by the parties, the Option Aircraft will contain the same Optional Features shown in Exhibit A2 to the Purchase Agreement, and the price of such Optional Features is shown in the Attachment hereto.

2.2.3 Escalation Adjustments. The Airframe Price and the price of Optional Features for Option Aircraft will be escalated on the same basis as the Aircraft.

3. Payment.

3.1 [*]

3.1.1. [*]

3.2 Following option exercise, advance payments in the amounts and at the dates pursuant to the appropriate advance payment schedule as set forth in the Attachment will be payable for the Option Aircraft. The remainder of the Aircraft Price for the Option Aircraft will be paid at the time of delivery.

4. Option Exercise.

4.1 Customer may exercise an option by giving written notice to Boeing on or before the date [*] prior to the delivery dates listed in the Attachment (**Option Exercise Date**). Upon option exercise, Boeing will have the right to adjust the scheduled delivery by [*].

4.1.1 Notwithstanding Section 4.1 above, Customer and Boeing agree to revise the Option Exercise Date of six (6) Option Aircraft to [*], as summarized in Table A below:

LA No. 6-1162-RRO-1062R3
Option Aircraft

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BOEING PROPRIETARY

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Table A

#	Delivery Month of Option Aircraft	Option Exercise Date
1	[*]	[*]
2	[*]	[*]
3	[*]	[*]
4	[*]	[*]
5	[*]	[*]
6	[*]	[*]

4.2 [*]

5. Contract Terms.

Boeing and Customer will use their best efforts to amend the definitive agreement to add the exercised Option Aircraft as an Aircraft within 30 days following option exercise.

6. Confidential Treatment.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

Very truly yours,

THE BOEING COMPANY

By /s/ McKenzie Kuckhahn

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 1 , 2022

FEDERAL EXPRESS CORPORATION

By /s/ Kevin A. Burkhardt

Its Vice President

Attachment

LA No. 6-1162-RRO-1062R3
Option Aircraft

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BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-RRO-1067R4

Federal Express Corporation
3131 Democrat Road
Memphis TN 38125

Subject: Special Matters for Option **Aircraft** detailed in Letter Agreement 6-1162-RRO-1062R3

References: A) Purchase Agreement No. 3157 (the **Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 777-FREIGHTER aircraft (the **Aircraft**)
B) Letter Agreement 6-1162-RRO-1062R3 Option Aircraft

This letter agreement (**Letter Agreement**) cancels and supersedes Letter Agreement 6-1162-RRO-1067R3 and amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. [*]

[*]

2. [*]

[*]

3. [*]

[*]

4. [*]

[*]

5. [*]

[*]

6. INCREMENTAL AIRCRAFT COMMITMENT [*].

[*]

6-1162-RRO-1067R4

P.A. No. 3157 (**SA-36**)
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BOEING PROPRIETARY

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7. ADVANCE PAYMENT SETOFF RIGHTS

Customer agrees that if it defaults on any monetary obligation under the Purchase Agreement and has failed to cure such default within five (5) calendar days of receiving written notice from Boeing, then Boeing may apply any/all advance payments paid by Customer to cure, in part or in whole, any default made with respect to any Aircraft or other obligation in the Purchase Agreement. In the event that Boeing exercises such setoff rights and applies any advance payments to cure any such default by Customer with respect to an Aircraft or other obligation in the Purchase Agreement, Boeing will be entitled to require Customer to replace within ten days of written notice, the amount of advance payments applied to cure such default such that the total amount of advance payments will be restored to the aggregate amount of advance payments owed at that time by Customer.

8. [*]

[*]

9. [*]

[*]

10. [*]

[*]

11. ASSIGNMENT

The [*] described in this Letter Agreement are [*] to Customer in consideration of Customer becoming the operator of the Option Aircraft, and cannot be assigned, in whole or in part, without the prior written consent of The Boeing Company.

12. PUBLIC ANNOUNCEMENT

Notwithstanding the terms in the Purchase Agreement, neither Party shall in any manner advertise or make any public statement regarding Customer's purchase of the Option Aircraft without the prior written consent of the other Party. Neither Party shall disclose any details of this Agreement to any third party except as may be authorized in writing by an authorized officer of the other Party.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



13. CONFIDENTIAL TREATMENT.

Customer understands that certain commercial and financial information contained in this Letter Agreement /and attachment(s) hereto is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.

If the foregoing correctly sets forth your understanding of our agreement with respect to matters described above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ McKenzie Kuckhahn

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 1, 2022

FEDERAL EXPRESS CORPORATION

By /s/ Kevin A. Burkhart

Its Vice President

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B777F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

6-1162-RRO-1067R4

P.A. No. 3157 (**SA-36**)

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BOEING PROPRIETARY

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PURCHASE AGREEMENT NUMBER 3712

between

THE BOEING COMPANY

and

Federal Express Corporation

Relating to Boeing Model 767-3S2F Aircraft

FED-PA-03712

December 12, 2011
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BOEING PROPRIETARY

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December 12, 2011

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December 12, 2011
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BOEING PROPRIETARY

Purchase Agreement No. 3712

between

The Boeing Company

and

Federal Express Corporation

This Purchase Agreement No. PA 3712 between The Boeing Company, a Delaware corporation, (**Boeing**) and Federal Express Corporation, a Delaware corporation, (**Customer**) relating to the purchase and sale of Model 767-300F aircraft together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any, (**Purchase Agreement**) incorporates the terms and conditions (except as specifically set forth below) of the Aircraft General Terms Agreement dated as of November 7, 2006 between the parties, as amended and identified as AGTA-FED (AGTA).

1. Quantity, Model and Description.

The aircraft to be delivered to Customer will be designated as Model 767-3S2F aircraft (**Aircraft**). Boeing will manufacture and sell to Customer Aircraft conforming to the configuration described in Exhibit A in the quantities listed in Table 1 to the Purchase Agreement.

2. Delivery Schedule.

The scheduled months of delivery of the Aircraft are listed in the attached Table 1. Exhibit B describes certain responsibilities for both Customer and Boeing in order to accomplish the delivery of the Aircraft.

3. Price.

3.1 Aircraft Basic Price. The Aircraft Basic Price is listed in Table 1 and is subject to escalation in accordance with the terms of this Purchase Agreement.

3.2 Advance Payment Base Prices. The Advance Payment Base Prices listed in Table 1 were calculated utilizing the latest escalation factors available to Boeing on the date of this Purchase Agreement projected to the month of scheduled delivery.

4. Payment.

4.1 Boeing acknowledges receipt of a deposit in the amount shown in Table 1 for each Aircraft (**Deposit**).

4.2 The standard advance payment schedule for the Aircraft requires Customer to make certain advance payments, expressed in a percentage of the Advance Payment Base Price of each Aircraft beginning with a payment of one (1%) percent, less the Deposit, on the effective date of the Purchase Agreement for the Aircraft. Additional advance payments for each Aircraft are due as specified in and on the first business day of the months listed in the attached Table 1.

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4.3 For any Aircraft whose scheduled month of delivery is less than twenty-four (24) months from the date of this Purchase Agreement, the total amount of advance payments due for payment upon signing of this Purchase Agreement will include all advance payments which are past due in accordance with the standard advance payment schedule set forth in paragraph 4.2 above.

4.4 Customer will pay the balance of the Aircraft Price of each Aircraft at delivery.

5. Additional Terms.

5.1 Aircraft Information Table. Table 1 consolidates information contained in Articles 1, 2, 3 and 4 with respect to (i) quantity of Aircraft, (ii) applicable Detail Specification, (iii) month and year of scheduled deliveries, (iv) Aircraft Basic Price, (v) applicable escalation factors and (vi) Advance Payment Base Prices and advance payments and their schedules.

5.2 Escalation Adjustment/Airframe and Optional Features. Supplemental Exhibit AE1 contains the applicable Airframe Price and Optional Features Prices escalation formula.

5.3 Buyer Furnished Equipment Variables. Supplemental Exhibit BFE1 contains supplier selection dates, on dock dates and other variables applicable to the Aircraft.

5.4 Customer Support Variables. Information, training, services and other things furnished by Boeing in support of introduction of the Aircraft into Customer's fleet are described in Supplemental Exhibit CS1. The level of support to be provided under Supplemental Exhibit CS1 (**Entitlements**) assumes that at the time of delivery of Customer's first Aircraft under the Purchase Agreement, Customer has not taken possession of a 767-3S2F aircraft whether such 767-3S2F aircraft was purchased, leased or otherwise obtained by Customer from Boeing or another party. If prior to the delivery of Customer's first Aircraft, Customer has taken possession of a 767-3S2F aircraft, Boeing will revise the Entitlements to reflect the level of support normally provided by Boeing to operators already operating such aircraft. Under no circumstances under the Purchase Agreement or any other agreement will Boeing provide the Entitlements more than once to support Customer's operation of 767-3S2F aircraft.

5.5 Engine Escalation Variables. Supplemental Exhibit EE1 contains the applicable Engine Price escalation formula, the engine warranty and the engine patent indemnity for the Aircraft.

5.6 Service Life Policy Component Variables. Supplemental Exhibit SLP1 lists the SLP Components covered by the Service Life Policy for the Aircraft.

5.7 Negotiated Agreement; Entire Agreement. This Purchase Agreement, including the provisions of Article 8.2 of the AGTA relating to insurance, and Article 11 of Part 2 of Exhibit C of the AGTA relating to DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, has been the subject of discussion and negotiation and is understood by the parties; the Aircraft Price and other agreements of the parties stated in this Purchase Agreement were arrived at in consideration of such provisions. This Purchase Agreement, including the AGTA, contains the entire agreement between the parties and supersedes all previous proposals, understandings, commitments or representations whatsoever, oral or written, and may be changed only in writing signed by authorized representatives of the parties.

AGREED AND ACCEPTED this

14 December 2011

Date

THE BOEING COMPANY

/s/ STUART C. ROSS

Signature

Stuart C. Ross

Printed name

Attorney-in-Fact

Title

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FEDERAL EXPRESS CORPORATION

/s/ PHILLIP C. BLUM

Signature

Phillip C. Blum

Printed name

Vice President

Title

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AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

**Exhibit A
to Purchase Agreement Number 3712**

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Exhibit A

AIRCRAFT CONFIGURATION

Dated _____

relating to

BOEING MODEL 767-3S2F AIRCRAFT

The initial configuration of Customer's 767-3S2F Aircraft is based on the Boeing configuration specification 767-300 Freighter D019T002, revision K, dated as of April 30, 2011. Final configuration of the 767-3S2F Aircraft will be completed at a later date pursuant to the configuration schedule included in the Open Configuration Matters Letter Agreement FED-PA-03712-LA-1106155. Boeing and Customer will execute a supplemental agreement to the Purchase Agreement on or before [*], which will reflect incorporation into Exhibit A of the Purchase Agreement, those optional features which have been agreed to by Customer and Boeing.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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This page is intentionally left blank until Final Configuration of the Aircraft.

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BOEING PROPRIETARY

**AIRCRAFT DELIVERY REQUIREMENTS AND
RESPONSIBILITIES**

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

**Exhibit B
to Purchase Agreement Number 3712**

FED-PA-03712-EXB

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BOEING PROPRIETARY

Exhibit B

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

relating to

BOEING MODEL 767-3S2F AIRCRAFT

Both Boeing and Customer have certain documentation and approval responsibilities at various times during the construction cycle of Customer's Aircraft that are critical to making the delivery of each Aircraft a positive experience for both parties. This Exhibit B documents those responsibilities and indicates recommended completion deadlines for the actions to be accomplished.

1. GOVERNMENT DOCUMENTATION REQUIREMENTS.

Certain actions are required to be taken by Customer in advance of the scheduled delivery month of each Aircraft with respect to obtaining certain government issued documentation.

1.1 Airworthiness and Registration Documents. Not later than **six (6) months prior to delivery** of each Aircraft, Customer will notify Boeing of the registration number to be painted on the side of the Aircraft. In addition, and not later than **three (3) months prior to delivery** of each Aircraft, Customer will, by letter to the regulatory authority having jurisdiction, authorize the temporary use of such registration numbers by Boeing during the pre-delivery testing of the Aircraft.

Customer is responsible for furnishing any Temporary or Permanent Registration Certificates required by any governmental authority having jurisdiction to be displayed aboard the Aircraft after delivery.

1.2 Certificate of Sanitary Construction.

1.2.1 U.S. Registered Aircraft. Boeing will obtain from the United States Public Health Service, a United States Certificate of Sanitary Construction to be displayed aboard each Aircraft after delivery to Customer.

1.2.2 Non-U.S. Registered Aircraft. If Customer requires a United States Certificate of Sanitary Construction at the time of delivery of the Aircraft, Customer will give written notice thereof to Boeing at least **three (3) months prior to delivery**. Boeing will then use commercially reasonable efforts to obtain the Certificate from the United States Public Health Service and present it to Customer at the time of Aircraft delivery.

1.3 Customs Documentation.

1.3.1 Import Documentation. If the Aircraft is intended to be exported from the United States, Customer must notify Boeing not later than **three (3) months prior to delivery** of each Aircraft of any documentation required by the customs authorities or by any other agency of the country of import.

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1.3.2 General Declaration—U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Customs Form 7507, General Declaration, for execution by U.S. Customs immediately prior to the ferry flight of the Aircraft. For this purpose, Customer will furnish to Boeing not later than **twenty (20) days prior to delivery** all information required by U.S. Customs and Border Protection, including without limitation (i) a complete crew and passenger list identifying the names, birth dates, passport numbers and passport expiration dates of all crew and passengers and (ii) a complete ferry flight itinerary, including point of exit from the United States for the Aircraft.

If Customer intends, during the ferry flight of an Aircraft, to land at a U.S. airport after clearing Customs at delivery, Customer must notify Boeing not later than **twenty (20) days prior to delivery** of such intention. If Boeing receives such notification, Boeing will provide to Customer the documents constituting a Customs permit to proceed, allowing such Aircraft to depart after any such landing. Sufficient copies of completed Form 7507, along with passenger manifest, will be furnished to Customer to cover U.S. stops scheduled for the ferry flight.

1.3.3 Export Declaration—U.S. If the Aircraft is intended to be exported from the United States following delivery, and (i) Customer is a non-U.S. customer, Boeing will file an export declaration electronically with U.S. Customs and Border Protection (**CBP**), or (ii) Customer is a U.S. customer, it is the responsibility of the U.S. customer, as the exporter of record, to file the export declaration with CBP.

2. Insurance Certificates.

Unless provided earlier, Customer will provide to Boeing not later than **thirty (30) days prior to delivery** of the first Aircraft, a copy of the requisite annual insurance certificate in accordance with the requirements of Article 8 of the AGTA.

3. NOTICE OF FLYAWAY CONFIGURATION.

Not later than **twenty (20) days prior to delivery** of the Aircraft, Customer will provide to Boeing a configuration letter stating the requested “flyaway configuration” of the Aircraft for its ferry flight. This configuration letter should include:

- (i) the name of the company which is to furnish fuel for the ferry flight and any scheduled post-delivery flight training, the method of payment for such fuel, and fuel load for the ferry flight;
- (ii) the cargo to be loaded and where it is to be stowed on board the Aircraft, the address where cargo is to be shipped after flyaway and notification of any hazardous materials requiring special handling;
- (iii) any BFE equipment to be removed prior to flyaway and returned to Boeing BFE stores for installation on Customer’s subsequent Aircraft;
- (iv) a complete list of names and citizenship of each crew member and non-revenue passenger who will be aboard the ferry flight; and
- (v) a complete ferry flight itinerary.

4. DELIVERY ACTIONS BY BOEING.

4.1 Schedule of Inspections. All FAA, Boeing, Customer and, if required, U.S. Customs Bureau inspections will be scheduled by Boeing for completion prior to delivery or departure of the Aircraft. Customer will be informed of such schedules.

4.2 Schedule of Demonstration Flights. All FAA and Customer demonstration flights will be scheduled by Boeing for completion prior to delivery of the Aircraft.

4.3 Schedule for Customer's Flight Crew. Boeing will inform Customer of the date that a flight crew is required for acceptance routines associated with delivery of the Aircraft.

4.4 Fuel Provided by Boeing. Boeing will provide to Customer, without charge, the amount of fuel shown in U.S. gallons in the table below for the model of Aircraft being delivered and full capacity of engine oil at the time of delivery or prior to the ferry flight of the Aircraft.

<u>Aircraft Model</u>	<u>Fuel Provided</u>
737	1,000
747	4,000
757	1,600
767	2,000
777	3,000
787	2,000

4.5 Flight Crew and Passenger Consumables. Boeing will provide reasonable quantities of food, coat hangers, towels, toilet tissue, drinking cups and soap for the first segment of the ferry flight for the Aircraft.

4.6 Delivery Papers, Documents and Data. Boeing will have available at the time of delivery of the Aircraft certain delivery papers, documents and data for execution and delivery. If title for the Aircraft will be transferred to Customer through a Boeing sales subsidiary and if the Aircraft will be registered with the FAA, Boeing will pre-position in Oklahoma City, Oklahoma, for filing with the FAA at the time of delivery of the Aircraft an executed original Form 8050-2, Aircraft Bill of Sale, indicating transfer of title to the Aircraft from Boeing's sales subsidiary to Customer.

4.7 Delegation of Authority. If specifically requested in advance by Customer, Boeing will present a certified copy of a Resolution of Boeing's Board of Directors, designating and authorizing certain persons to act on its behalf in connection with delivery of the Aircraft.

5. DELIVERY ACTIONS BY CUSTOMER.

5.1 Aircraft Radio Station License. At delivery Customer will provide its Aircraft Radio Station License to be placed on board the Aircraft following delivery.

5.2 Aircraft Flight Log. At delivery Customer will provide the Aircraft Flight Log for the Aircraft.

5.3 Delegation of Authority. Customer will present to Boeing at delivery of the Aircraft an original or certified copy of Customer's Delegation of Authority designating and authorizing certain persons to act on its behalf in connection with delivery of the specified Aircraft.

5.4 TSA Waiver Approval. Customer may be required to have an approved Transportation Security Administration (**TSA**) waiver for the ferry flight depending upon the Customer's en-route stop(s) and destination unless the Customer already has a TSA approved security program in place. Customer is responsible for application for the TSA waiver and obtaining TSA approval. Customer will provide a copy of the approved TSA waiver, if such waiver is required, to Boeing prior to delivery.

5.5 Electronic Advance Passenger Information System. Should the ferry flight of an Aircraft leave the United States, the Department of Homeland Security office may require Customer to comply with the Electronic Advance Passenger Information System (**eAPIS**). Customer shall be responsible for establishing any necessary account with US Customs and Border Protection related to eAPIS compliance. To the extent Customer is required to comply with eAPIS, a copy of the necessary eAPIS forms shall be provided by Customer to Boeing prior to delivery.

BOEING PROPRIETARY

**ESCALATION ADJUSTMENT
AIRFRAME AND OPTIONAL FEATURES**

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

**Supplemental Exhibit AE1
to Purchase Agreement Number 3712**

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BOEING PROPRIETARY

**ESCALATION ADJUSTMENT
AIRFRAME AND OPTIONAL FEATURES**

relating to

BOEING MODEL 767-3S2F AIRCRAFT

1. Formula.

Airframe and Optional Features price adjustments (**Airframe Price Adjustment**) are used to allow prices to be stated in current year dollars at the signing of this Purchase Agreement and to adjust the amount to be paid by Customer at delivery for the effects of economic fluctuation. The Airframe Price Adjustment will be determined at the time of Aircraft delivery in accordance with the following formula:

$$P_a = (P) (L + M) - P$$

Where:

P_a = Airframe Price Adjustment. (For Models 737-600, 737-700, 737-800, 737-900, 737-900ER 747-8, 777-200LR, 777-F, and 777-300ER the Airframe Price includes the Engine Price at its basic thrust level.)

P = Airframe Price plus the price of the Optional Features (as set forth in Table 1 of this Purchase Agreement).

$$L = .65 \times \frac{(ECI)}{ECI_b}$$

Where:

ECI_b is the base year airframe escalation index (as set forth in Table 1 of this Purchase Agreement);

ECI is a value determined using the U.S. Department of Labor, Bureau of Labor Statistics, Employment Cost Index for NAICS Manufacturing – Total Compensation (BLS Series ID CIU20130000000001), calculated by establishing a three (3) month arithmetic average value (expressed as a decimal and rounded to the nearest tenth) using the values for the 11th, 12th, and 13th months prior to the month of scheduled delivery of the applicable Aircraft. As the Employment Cost Index values are only released on a quarterly basis, the value released for the first quarter will be used for the months of January, February, and March; the value released for the second quarter will be used for the months of April, May, and June; the value released for the third quarter will be used for the months of July, August, and September; the value released for the fourth quarter will be used for the months of October, November, and December.

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$$M = .35 \times \frac{(CPI)}{CPI_b}$$

Where:

CPI_b is the base year airframe escalation index (as set forth in Table 1 of this Purchase Agreement); and

CPI is a value determined using the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers (BLS Series ID CUUR0000SA0), calculated as a three (3) month arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the 11th, 12th, and 13th months prior to the month of scheduled delivery of the applicable Aircraft.

As an example, for an Aircraft scheduled to be delivered in the month of July, the months of June, July, and August of the preceding year will be utilized in determining the value of ECI and CPI.

Note:

- (i) In determining the values of L and M, all calculations and resulting values will be expressed as a decimal rounded to the nearest ten-thousandth.
- (ii) .65 is the numeric ratio attributed to labor in the Airframe Price Adjustment formula.
- (iii) .35 is the numeric ratio attributed to materials in the Airframe Price Adjustment formula.
- (iv) The denominators (**base year indices**) are the actual average values reported by the U.S. Department of Labor, Bureau of Labor Statistics. The actual average values are calculated as a three (3) month arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the 11th, 12th, and 13th months prior to the airframe base year. The applicable base year and corresponding denominator is provided by Boeing in Table 1 of this Purchase Agreement.
- (v) The final value of P_a will be rounded to the nearest dollar.
- (vi) The Airframe Price Adjustment will not be made if it will result in a decrease in the Aircraft Basic Price.

2. Values to be Utilized in the Event of Unavailability

2.1 If the Bureau of Labor Statistics substantially revises the methodology used for the determination of the values to be used to determine the ECI and CPI values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable Airframe

BOEING PROPRIETARY

Price Adjustment, the parties will, prior to the delivery of any such Aircraft, select a substitute from other Bureau of Labor Statistics data or similar data reported by non-governmental organizations. Such substitute will result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period. However, if within twenty-four (24) months after delivery of the Aircraft, the Bureau of Labor Statistics should resume releasing values for the months needed to determine the Airframe Price Adjustment, such values will be used to determine any increase or decrease in the Airframe Price Adjustment for the Aircraft from that determined at the time of delivery of the Aircraft.

2.2 Notwithstanding Article 2.1 above, if prior to the scheduled delivery month of an Aircraft the Bureau of Labor Statistics changes the base year for determination of the ECI and CPI values as defined above, such re-based values will be incorporated in the Airframe Price Adjustment calculation.

2.3 In the event escalation provisions are made non-enforceable or otherwise rendered void by any agency of the United States Government, the parties agree, to the extent they may lawfully do so, to equitably adjust the Aircraft Price of any affected Aircraft to reflect an allowance for increases or decreases consistent with the applicable provisions of paragraph 1 of this Supplemental Exhibit AE1 in labor compensation and material costs occurring since August of the year prior to the price base year shown in the Purchase Agreement.

2.4 If within twelve (12) months of Aircraft delivery, the published index values are revised due to an acknowledged error by the Bureau of Labor Statistics, the Airframe Price Adjustment will be re-calculated using the revised index values (this does not include those values noted as preliminary by the Bureau of Labor Statistics). A credit memorandum or supplemental invoice will be issued for the Airframe Price Adjustment difference. Interest charges will not apply for the period of original invoice to issuance of credit memorandum or supplemental invoice.

Note:

- (i) The values released by the Bureau of Labor Statistics and available to Boeing thirty (30) days prior to the first day of the scheduled delivery month of an Aircraft will be used to determine the ECI and CPI values for the applicable months (including those noted as preliminary by the Bureau of Labor Statistics) to calculate the Airframe Price Adjustment for the Aircraft invoice at the time of delivery. The values will be considered final and no Airframe Price Adjustments will be made after Aircraft delivery for any subsequent changes in published Index values, subject always to paragraph 2.4 above.
- (ii) The maximum number of digits to the right of the decimal after rounding utilized in any part of the Airframe Price Adjustment equation will be four (4), where rounding of the fourth digit will be increased to the next highest digit when the 5th digit is equal to five (5) or greater.

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

Supplemental Exhibit BFE1 to Purchase Agreement Number 3712

P.A. No. 03712

BFE1

BOEING PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 767-300F AIRCRAFT

This Supplemental Exhibit BFE1 contains vendor selection dates, on-dock dates and other variables applicable to the Aircraft.

1. Supplier Selection. Customer will:

- 1.1 Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

Galley System	[*]
Galley Inserts	[*]
Seats (passenger)	N/A
Overhead & Audio System	[*]
In-Seat Video System	N/A
Miscellaneous Emergency Equipment	[*]
Cargo Handling System	[*]

2. On-dock Dates

On or before [*], Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (BFE Document) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in-sequence installation of BFE. For planning purposes, a preliminary BFE on-dock schedule is set forth below:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	<u>[Month of Delivery:]</u>	
	<u>[*]</u> <u>Aircraft</u>	<u>[*]</u> <u>Aircraft</u>
Seats	N/A	N/A
Galley/Furnishings	[*]	[*]
Miscellaneous Emergency Equipment	[*]	[*]
Electronics	[*]	[*]
Textiles/Raw Material	[*]	[*]
Cargo Handling System	[*]	[*]
Provisioning Kits	[*]	[*]

<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	<u>[Month of Delivery:]</u>	
	<u>[*]</u> <u>Aircraft</u>	<u>[*]</u> <u>Aircraft</u>
Seats	N/A	N/A
Galley/Furnishings	[*]	[*]
Miscellaneous Emergency Equipment	[*]	[*]
Electronics	[*]	[*]
Textiles/Raw Material	[*]	[*]
Cargo Handling System	[*]	[*]
Provisioning Kits	[*]	[*]

<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	<u>[Month of Delivery:]</u>	
	<u>[*]</u> <u>Aircraft</u>	<u>[*]</u> <u>Aircraft</u>
Seats	N/A	N/A
Galley/Furnishings	[*]	[*]
Miscellaneous Emergency Equipment	[*]	[*]
Electronics	[*]	[*]
Textiles/Raw Material	[*]	[*]
Cargo Handling System	[*]	[*]
Provisioning Kits	[*]	[*]

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<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	<u>[Month of Delivery:]</u>	
	<u>[*]</u> <u>Aircraft</u>	<u>[*]</u> <u>Aircraft</u>
Seats	N/A	N/A
Galleys/Furnishings	[*]	[*]
Miscellaneous Emergency Equipment	[*]	[*]
Electronics	[*]	[*]
Textiles/Raw Material	[*]	[*]
Cargo Handling System	[*]	[*]
Provisioning Kits	[*]	[*]

<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	<u>[Month of Delivery:]</u>	
	<u>[*]</u> <u>Aircraft</u>	<u>[*]</u> <u>Aircraft</u>
Seats	N/A	N/A
Galleys/Furnishings	[*]	[*]
Miscellaneous Emergency Equipment	[*]	[*]
Electronics	[*]	[*]
Textiles/Raw Material	[*]	[*]
Cargo Handling System	[*]	[*]
Provisioning Kits	[*]	[*]

<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	<u>[Month of Delivery:]</u>	
	<u>[*]</u> <u>Aircraft</u>	<u>[*]</u> <u>Aircraft</u>
Seats	N/A	N/A
Galleys/Furnishings	[*]	[*]
Miscellaneous Emergency Equipment	[*]	[*]
Electronics	[*]	[*]
Textiles/Raw Material	[*]	[*]
Cargo Handling System	[*]	[*]
Provisioning Kits	[*]	[*]

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<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	<u>[Month of Delivery:]</u>	
	<u>[*]</u> <u>Aircraft</u>	<u>[*]</u> <u>Aircraft</u>
Seats	N/A	N/A
Galley/Furnishings	[*]	[*]
Miscellaneous Emergency Equipment	[*]	[*]
Electronics	[*]	[*]
Textiles/Raw Material	[*]	[*]
Cargo Handling System	[*]	[*]
Provisioning Kits	[*]	[*]

<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	<u>[Month of Delivery:]</u>	
	<u>[*]</u> <u>Aircraft</u>	<u>[*]</u> <u>Aircraft</u>
Seats	N/A	N/A
Galley/Furnishings	[*]	[*]
Miscellaneous Emergency Equipment	[*]	[*]
Electronics	[*]	[*]
Textiles/Raw Material	[*]	[*]
Cargo Handling System	[*]	[*]
Provisioning Kits	[*]	[*]

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<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	[Month of Delivery: *]	[Month of Delivery: *]
Aircraft	Aircraft	
Seats	N/A	N/A
Galleys/Furnishings	[*]	[*]
Miscellaneous Emergency Equipment	[*]	[*]
Electronics	[*]	[*]
Textiles/Raw Material	[*]	[*]
Cargo Handling System	[*]	[*]
Provisioning Kits	[*]	[*]

- ** - On-dock dates for these delivery positions are unavailable at this time as they are currently outside of our production schedule. As these aircraft are implemented into the production system, on-dock dates will become available through MBC (My Boeing Configuration).

<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	[Month of Delivery: * * [*]	[Month of Delivery: * * [*]
Aircraft	Aircraft	
Seats	N/A	N/A
Galleys/Furnishings	TBD	TBD
Miscellaneous Emergency Equipment	TBD	TBD
Electronics	TBD	TBD
Textiles/Raw Material	TBD	TBD
Cargo Handling System	TBD	TBD
Provisioning Kits	TBD	TBD

<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	[Month of Delivery: * * [*]	[Month of Delivery: * * [*]
Aircraft	Aircraft	
Seats	N/A	N/A
Galleys/Furnishings	TBD	TBD
Miscellaneous Emergency Equipment	TBD	TBD
Electronics	TBD	TBD
Textiles/Raw Material	TBD	TBD
Cargo Handling System	TBD	TBD
Provisioning Kits	TBD	TBD

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	<u>[Month of Delivery:]</u>	
	<u>Aircraft</u>	<u>Aircraft</u>
Seats	N/A	N/A
Galley/Furnishings	TBD	TBD
Miscellaneous Emergency Equipment	TBD	TBD
Electronics	TBD	TBD
Textiles/Raw Material	TBD	TBD
Cargo Handling System	TBD	TBD
Provisioning Kits	TBD	TBD

<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	<u>[Month of Delivery:]</u>	
	<u>Aircraft</u>	<u>Aircraft</u>
Seats	N/A	N/A
Galley/Furnishings	TBD	TBD
Miscellaneous Emergency Equipment	TBD	TBD
Electronics	TBD	TBD
Textiles/Raw Material	TBD	TBD
Cargo Handling System	TBD	TBD
Provisioning Kits	TBD	TBD

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>Item</u>	<u>Preliminary On-Dock Dates</u>	
	[Month of Delivery:]	
	** *	Aircraft
Seats		N/A
Galleys/Furnishings		TBD
Miscellaneous Emergency Equipment		TBD
Electronics		TBD
Textiles/Raw Material		TBD
Cargo Handling System		TBD
Provisioning Kits		TBD

3. Additional Delivery Requirements—Import.

Customer will be the “**importer of record**” (as defined by the U.S. Customs and Border Protection) for all BFE imported into the United States, and as such, it has the responsibility to ensure all of Customer’s BFE shipments comply with U.S. Customs Service regulations. In the event Customer requests Boeing, in writing, to act as importer of record for Customer’s BFE, and Boeing agrees to such request, Customer is responsible for making certain that, at the time of shipment, all BFE shipments comply with the requirements in the “International Shipment Routing Instructions”, including the Customs Trade Partnership Against Terrorism (**C-TPAT**), as set out on the Boeing website referenced below.

http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html

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CUSTOMER SUPPORT VARIABLES

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

**Supplemental Exhibit CS1
to Purchase Agreement Number 3712**

FED-PA-03712-CS1

December 12, 2011

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BOEING PROPRIETARY

CUSTOMER SUPPORT VARIABLES

relating to

BOEING MODEL 767-3S2F AIRCRAFT

Customer and Boeing will conduct planning conferences approximately twelve (12) months prior to delivery of the first Aircraft, or as mutually agreed, in order to develop and schedule a customized Customer Support Program to be furnished by Boeing in support of the Aircraft.

The customized Customer Services Program will be based upon and equivalent to the entitlements summarized below.

1. Maintenance Training.

- 1.1 Airplane General Familiarization Course; one (1) class of twenty (24) students;
- 1.2 Mechanical/Power Plant Systems Course; two (2) classes of fifteen (15) students;
- 1.3 Electrical Systems Course; two (2) classes of fifteen (15) students;
- 1.4 Avionics Systems Course; two (2) classes of fifteen (15) students;
- 1.5 Corrosion Prevention & Control Course; one (1) class of ten (10) students;
- 1.6 Aircraft Rigging Course; one (1) class of six (6) students;
- 1.7 Composite Repair for Technicians—Basic; one (1) class of eight (8) students;

1.8 Training materials will be provided to each student. In addition, one set of training materials used in Boeing's training program, including visual aids, Computer Based Training Courseware, instrument panel wall charts, text/graphics, video programs, etc. will be provided for use in Customer's own training program.

2. Flight Training.

- 2.1 Transition training for eight (8) flight crews (16 pilots) in two (2) classes. The training will consist of ground school (utilizing computer based training), fixed base simulator, full flight simulator and actual aircraft training on Customer's Aircraft;
- 2.2 Flight Dispatcher training; two (2) classes of six (6) students;
- 2.3 Flight Attendant training; two (2) classes of twelve (12) students;
- 2.4 Performance Engineer training in Boeing's regularly scheduled courses; schedules are published twice yearly.

BOEING PROPRIETARY

2.5 Training materials will be provided to each student. In addition, one set of training materials as used in Boeing's training program, including visual aids, Computer Based Training Courseware, instrument panel wall charts, text/graphics, video programs, Flight Attendant Manuals, etc. will be provided for use in Customer's own training program.

2.6 Additional Flight Operations Services:

- (i) Boeing flight crew personnel to assist in ferrying the first aircraft to Customer's main base;
- (ii) Instructor pilots for ninety (90) calendar days for revenue service training assistance;
- (iii) An instructor pilot to visit Customer six (6) months after revenue service training to review Customer's flight crew operations for a two (2) week period.

3. Planning Assistance.

3.1 Maintenance Engineering. Boeing will provide the following Maintenance Engineering support:

3.1.1 Maintenance Planning Assistance. Upon request, Boeing will provide one (1) on-site visit to Customer's main base to assist with maintenance program development and to provide consulting related to maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.2 ETOPS Maintenance Planning Assistance. Upon request, Boeing will provide one (1) on site visit to Customer's main base to assist with the development of their ETOPS maintenance program and to provide consultation related to ETOPS maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.3 GSE/Shops/Tooling Consulting. Upon request, Boeing will provide one (1) on-site visit to Customer's main base to provide consulting and data for ground support equipment, maintenance tooling and requirements for maintenance shops. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.4 Maintenance Engineering Evaluation. Upon request, Boeing will provide one (1) on-site visit to Customer's main base to evaluate Customer's maintenance and engineering organization for conformance with industry best practices. The result of which will be documented by Boeing in a maintenance engineering evaluation presentation. Customer will be provided with a copy of the maintenance engineering evaluation presentation. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.2 Spares.

- (i) Recommended Spares Parts List (RSPL). A customized RSPL, data and documents will be provided to identify spare parts required for Customer's support program.

- (ii) Illustrated Parts Catalog (IPC). A customized IPC in accordance with ATA 100 will be provided.
- (iii) Provisioning Training. Provisioning training will be provided for Customer's personnel at Boeing's facilities, where documentation and technical expertise are available. Training is focused on the initial provisioning process and calculations reflected in the Boeing RSPL.
- (iv) Spares Provisioning Conference. A provisioning conference will be conducted, normally at Boeing's facilities where technical data and personnel are available.

4. Technical Data and Documents.

4.1 Flight Operations.

Airplane Flight Manual
Operations Manual and Checklist
Planning and Performance Manual
Weight and Balance Manual
Dispatch Deviation Procedures Guide
Flight Crew Training Manual
Fault Reporting Manual
Performance Engineer's Manual
Jet Transport Performance Methods
FMC Supplemental Data Document
Operational Performance Software
Baggage/Cargo Loading Manual
ETOPS Guide Vol. III
Flight Planning and Performance Manual

4.2 Maintenance.

Maintenance Manual
Wiring Diagram Manual
Systems Schematics Manual
Structural Repair Manual
Component Maintenance Manual
Standard Overhaul Practices Manual
Standard Wiring Practices Manual
Non-Destructive Test Manual
Service Bulletins and Index
Corrosion Prevention Manual
Fault Isolation Manual
Interior Reconfiguration Document
Power Plant Buildup Manual (except Rolls Royce)
Significant Service Item Summary
All Operators Letters
Service Letters
Structural Item Interim Advisory

Combined Index
Maintenance Tips
Configuration Data Base Generator User Guide
Production Management Data Base
Baggage/Cargo Loading Manual

4.3 Maintenance Planning.

Maintenance Planning Data Document
Maintenance Task Cards and Index
Maintenance Inspection Intervals Report
ETOPS Guide Vol. II
Configuration Maintenance and Procedures for Extended Range Operations

4.4 Spares.

Illustrated Parts Catalog
Standards Books

4.5 Facilities and Equipment Planning.

Facilities and Equipment Planning Document
Special Tool & Ground Handling Equipment Drawings & Index
Supplementary Tooling Documentation
Illustrated Tool and Equipment List/Manual
Aircraft Recovery Document
Airplane Characteristics for Airport Planning Document
Airplane Rescue and Fire Fighting Document
Engine Handling Document
ETOPS Guide Vol. I

4.6 Supplier Technical Data.

Service Bulletins
Ground Support Equipment Data
Provisioning Information
Component Maintenance Manuals and Index
Publications Index
Product Support Supplier Directory

**ENGINE ESCALATION,
ENGINE WARRANTY AND PATENT INDEMNITY**

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

**Supplemental Exhibit EE1
to Purchase Agreement Number 3712**

FED-PA-03712-EE1

December 12, 2011
Page 1

BOEING PROPRIETARY

**ENGINE ESCALATION
ENGINE WARRANTY AND PATENT INDEMNITY**

relating to

BOEING MODEL 767-3S2F AIRCRAFT

1. **ENGINE ESCALATION.**

(a) The Aircraft Basic Price of each Aircraft set forth in Table 1 of the Purchase Agreement includes an aggregate price for engines and all accessories, equipment and parts provided by General Electric Aircraft Engines (GE). The adjustment in Engine Price applicable to each Aircraft (**Engine Price Adjustment**) will be determined at the time of Aircraft delivery in accordance with the following formula:

$$Pe = [(Pb + F) \times (CPI / CPI_b)] - Pb$$

where CPI_b is the engine escalation base year index as set forth in Table 1 of the Purchase Agreement.

(b) The following definitions will apply herein:

Pe = Engine Price Adjustment

Pb = Engine Price (per Aircraft), as set forth in Table 1 of the Purchase Agreement.

F = 0.005 x (N/12) x Pb where N is the number of calendar months which have elapsed from the Engine Price base year and month up to and including the month of delivery, both as shown in Table 1 of the Purchase Agreement.

CPI = L + ICI (rounded to the nearest hundredth)

L = A value determined using the U.S. Department of Labor, Bureau of Labor Statistics “Employment Cost Index Wages and Salaries for Aircraft Manufacturing (BLS series ID ciu2023211000000i)”, base 100 = December 2005, calculated as a 3-month arithmetic average of the released values (expressed as a decimal and rounded to the nearest tenth) using the values for the 12th, 13th, and 14th months prior to the month of scheduled Aircraft delivery, then multiplied by sixty-five percent (65%) (rounded to the nearest thousandth).

ICI = A value determined using the U.S. Department of Labor, Bureau of Labor Statistics “Producer Prices and Price Index—Industrial Commodities Index (BLS series ID wpu03thru15)”, base 100 = Calendar year 1982, calculated as a 3-month arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest hundredth) using the values for the 12th, 13th and 14th months prior to the month of scheduled Aircraft delivery, then multiplied by thirty-five percent (35%) (rounded to the nearest thousandth).

BOEING PROPRIETARY

The Engine Price Adjustment will not be made if it would result in a decrease in the Engine Price.

(c) The values of the Employment Cost Index Wages & Salaries and Producer Prices and Price Index—Industrial Commodities Index used will be those published as of a date thirty (30) days prior to the first day of the scheduled Aircraft delivery month to Customer. As the Employment Cost Index values are only released on a quarterly basis, the value released for the first quarter will be used for the months of January, February and March; the value released for the second quarter will be used for the months of April, May and June; the value released for the third quarter will be used for the months of July, August and September; the value released for the fourth quarter will be used for the months of October, November and December. Such values will be considered final and no Engine Price Adjustment will be made after Aircraft delivery for any subsequent changes in published index values. If no values have been released for an applicable month, the provisions set forth in paragraph 1(e), below, will apply. If prior to delivery of an Aircraft, the U.S. Department of Labor, Bureau of Labor Statistics changes the base year for determination of the L or ICI values as defined above, such rebase values will be incorporated in the Engine Price Adjustment calculation.

(d) If at the time of delivery of an Aircraft, Boeing is unable to determine the Engine Price Adjustment because the applicable values to be used to determine L and ICI have not been released by the U.S. Department of Labor, Bureau of Labor Statistics; then, in the event the Engine Price escalation provisions are made non-enforceable or otherwise rendered null and void by any agency of the United States Government, GE agrees to meet jointly with Boeing and Customer (to the extent such parties may lawfully do so) to adjust equitably the Aircraft Basic Price of any affected Aircraft to reflect an allowance for increase or decrease in labor compensation and material costs occurring since February of the base price year which is consistent with the application provisions of this Supplemental Exhibit EE1.

(e) If prior to delivery of an Aircraft, the U.S. Department of Labor, Bureau of Labor Statistics substantially revises the methodology used for the determination of the values to be used to determine the L and ICI values (in contrast to benchmark adjustments or other corrections of previously released values), Customer, Boeing and GE will, prior to delivery of such Aircraft, select a substitute for such values from data published by the U.S. Department of Labor, Bureau of Labor Statistics or other similar data reported by non-governmental United States organizations, such substitute to lead in application to the same adjustment result insofar as possible, as would have been achieved by continuing the use of the original values as they may have fluctuated during the applicable time period. Appropriate revisions of the formula will be made as required to reflect any substitute values. However, if within twenty-four (24) months from delivery of the Aircraft, the U.S. Department of Labor, Bureau of Labor Statistics should resume releasing values for the months needed to determine the Engine Price Adjustment, such values will be used to determine the increase or decrease in the Engine Price Adjustment determined at the time of delivery of such Aircraft.

NOTE:

The factor (CPI divided by the base year index) by which the Engine Price is to be multiplied will be expressed as a decimal and rounded to the nearest thousandth. Any rounding of a number, as required under this Supplemental Exhibit EE1 with respect to escalation of the Engine Price, will be accomplished as follows: if the first digit of the portion to be dropped from the number to be rounded is five or greater, the preceding digit will be raised to the next higher number.

2. ENGINE WARRANTY AND PRODUCT SUPPORT PLAN.

Boeing has obtained from GE the right to extend to Customer the provisions of GE's warranty and product support plan (**Warranty and Product Support Plan**); subject, however, to Customer's acceptance of the conditions set forth herein and in such Warranty and Product Support Plan.

Accordingly, Boeing hereby extends to Customer and Customer hereby accepts the provisions of GE's Warranty and Product Support Plan, and such Warranty and Product Support Plan shall apply to all CF6 turbofan engines including all Modules and Parts thereof, as these terms are defined in the Warranty and Product Support Plan, (**Engines**) installed in the Aircraft at the time of delivery or purchased from Boeing by Customer for support of the Aircraft except that, if Customer and GE have executed a general terms agreement (**Engine GTA**), then the terms of the Engine GTA shall be substituted for and supersede the below-stated provisions and such provisions shall be of no force or effect and neither Boeing nor GE shall have any obligation arising therefrom. In consideration for Boeing's extension of the GE Warranty and Product Support Plan to Customer, Customer hereby releases and discharges Boeing from any and all claims, obligations and liabilities whatsoever arising out of the purchase or use of the Engines and Customer hereby waives releases and renounces all its rights in all such claims, obligations and liabilities. [*].

The Warranty and Product Support Plan is set forth in Exhibit C to the applicable purchase contract between GE and Boeing. Copies of the Warranty and Product Support Plan shall be provided to Customer by Boeing upon request.

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SERVICE LIFE POLICY COMPONENTS

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

**Supplemental Exhibit SLP1
to Purchase Agreement Number 3712**

FED-PA-03712-SLP1

December 12, 2011

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BOEING PROPRIETARY

SERVICE LIFE POLICY COMPONENTS

relating to

BOEING MODEL 767-3S2F AIRCRAFT

This is the listing of SLP Components for the Aircraft which relate to Part 3, Boeing Service Life Policy of Exhibit C, Product Assurance Document to the AGTA and is a part of Purchase Agreement No. 3712.

1. Wing.

- (i) Upper and lower wing skins and stiffeners between the forward and rear wing spars.
- (ii) Wing spar webs, chords and stiffeners.
- (iii) Inspar wing ribs
- (iv) Inspar splice plates and fittings.
- (v) Main landing gear support structure.
- (vi) Wing center section lower beams, spanwise beams and floor beams, but not the seat tracks attached to floor beams.
- (vii) Wing-to-body structural attachments.
- (viii) Engine strut support fittings attached directly to wing primary structure.
- (ix) Support structure in the wing for spoilers and spoiler actuators; for aileron hinges and reaction links; and for leading edge devices and trailing edge flaps.
- (x) Leading edge device and trailing edge flap support system.
- (xi) Aileron leading edge device and trailing edge flap internal, fixed attachment and actuator support structure.

2. Body.

- (i) External surface skins and doublers, longitudinal stiffeners, longerons and circumferential rings and frames between the forward pressure bulkhead and the vertical stabilizer rear spar bulkhead and structural support and enclosure for the APU but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.
- (ii) Window and windshield structure but excluding the windows and windshields.

BOEING PROPRIETARY

- (iii) Fixed attachment structure of the passenger doors, cargo doors and emergency exits, excluding door mechanisms and movable hinge components. Sills and frames around the body openings for the passenger doors, cargo doors and emergency exits, excluding scuff plates and pressure seals.
- (iv) Nose wheel well structure, including the wheel well walls, pressure deck, forward and aft bulkheads, and gear support structure.
- (v) Main gear wheel well structure including pressure deck, bulkheads and landing gear beam support structure.
- (vi) Floor beams and support posts in the control cab and passenger cabin area, but excluding seat tracks.
- (vii) Forward and aft pressure bulkheads.
- (viii) Keel structure between the wing front spar bulkhead and the main gear wheel well aft bulkhead, including splices.
- (ix) Wing front and rear spar support bulkheads, and vertical and horizontal stabilizer front and rear spar support bulkheads including terminal fittings but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.
- (x) Support structure in the body for the stabilizer pivot and stabilizer screw.

3. Vertical Stabilizer

- (i) External skins between front and rear spars including splices.
- (ii) Front, rear and auxiliary spar chords, webs and stiffeners and attachment fittings between vertical stabilizer and body.
- (iii) Inspar ribs.
- (iv) Rudder hinges and supporting ribs, excluding bearings.
- (v) Support structure in the vertical stabilizer for rudder hinges, reaction links and actuators.
- (vi) Rudder internal, fixed attachment and actuator support structure.

4. Horizontal Stabilizer

- (i) External skins between front and rear spars.

BOEING PROPRIETARY

- (ii) Front, rear and auxiliary spar chords, webs and stiffeners.
- (iii) Inspar ribs.
- (iv) Stabilizer center section and fittings splicing to outboard stabilizer including pivot and screw support structure.
- (v) Support structure in the horizontal stabilizer for the elevator hinges, reaction links and actuators.
- (vi) Elevator internal, fixed attachment and actuator support structure.

5. Engine Strut.

- (i) Strut external surface skin and doublers and stiffeners.
- (ii) Internal strut chords, frames and bulkheads.
- (iii) Strut to wing fittings and diagonal brace.
- (iv) Engine mount support fittings attached directly to strut structure.
- (v) For Aircraft equipped with General Electric or Pratt & Whitney engines only, the engine-mounted support fittings.

6. Main Landing Gear.

- (i) Outer cylinder.
- (ii) Inner cylinder.
- (iii) Upper and lower side strut, including spindles and universals.
- (iv) Upper and lower drag strut, including spindles and universals.
- (v) Orifice support tube.
- (vi) Downlock links including spindles and universals
- (vii) Torsion links.
- (viii) Bogie beam.
- (ix) Axles.

7. Nose Landing Gear.

- (i) Outer cylinder.
- (ii) Inner cylinder, including axles.
- (iii) Orifice support tube.
- (iv) Upper and lower drag strut, including lock links.

-
- (v) Steering plates and steering collar.
 - (vi) Torsion links.
 - (vii) Actuator support beam and hanger.

NOTE: The Service Life Policy does not cover any bearings, bolts, bushings, clamps, brackets, actuating mechanisms or latching mechanisms used in or on the SLP Components.

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December 12, 2011
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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106151

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F option aircraft (**Option Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The terms provided in this Letter Agreement will be applicable to exercised Option Aircraft, as identified in the Table 1-B of the Purchase Agreement (**Exercised Option Aircraft**) and Purchase Right Aircraft that are exercised and scheduled for delivery to Customer during the delivery period from [*] through [*] (**Applicable Purchase Right Aircraft**).

1. [*]

2. [*]

3. Effect on Advance Payments.

The amount and timing of advance payments Customer is required to pay to Boeing pursuant to the Purchase Agreement shall be unaffected by any terms set forth in this Letter Agreement.

4. Aircraft Applicability.

Unless otherwise stated, the terms of this Letter Agreement shall only apply to the Exercised Option Aircraft and Applicable Purchase Right Aircraft.

5. Applicability to Other Financial Consideration.

The escalation adjustment for any other sum identified in the Purchase Agreement as subject to escalation pursuant to Supplemental Exhibit AE1, and which pertains to an Exercised Option Aircraft and Applicable Purchase Right Aircraft, shall be calculated using the escalation methodology established in this Letter Agreement notwithstanding any other provisions of the Purchase Agreement to the contrary.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712-LA-1106151

[*]

December 12, 2011

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6. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

FED-PA-03712-LA-1106151

[*]

December 12, 2011

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BOEING PROPRIETARY



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Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM

Its Vice President

Attachments A, B and C

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712-LA-1106151

[*]

December 12, 2011

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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106152

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Special Matters Concerning [*] – Firm Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. [*]

2. [*]

3. Effect on Advance Payments.

The amount and timing of advance payments Customer is required to pay to Boeing pursuant to the Purchase Agreement shall be unaffected by any terms set forth in this Letter Agreement.

4. Aircraft Applicability.

Unless otherwise stated, the terms of this Letter Agreement shall only apply to the firm Aircraft set forth in Table 1-A of the Purchase Agreement as of the execution date of this Letter Agreement.

5. Applicability to Other Financial Consideration.

The escalation adjustment for any other sum identified in the Purchase Agreement as subject to escalation pursuant to Supplemental Exhibit AE1, and which pertains to an Aircraft set forth in Table 1-A as of the date of this Letter Agreement, shall be calculated using the escalation methodology established in this Letter Agreement notwithstanding any other provisions of the Purchase Agreement to the contrary.

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[*]

December 12, 2011
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BOEING PROPRIETARY



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6. Confidential Treatment

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM

Its Vice President

Attachments A and B

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December 12, 2011

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BOEING PROPRIETARY



FED-PA-03712-LA-1106153

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Federal Express Corporation
3610 Hacks Cross Road
Memphis TN 38125

Subject: Liquidated Damages – Non-Excusable Delay

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Definition of Terms:

Non-Excusable Delay: Delay in delivery of any Aircraft beyond the last day of the delivery month (**Scheduled Delivery**) established in the Purchase Agreement by any cause that is not an Excusable Delay pursuant to Article 7 of the AGTA and for which Customer is otherwise entitled to a remedy from Boeing pursuant to applicable law.

1. Liquidated Damages.

Boeing agrees to pay Customer liquidated damages for each day of Non-Excusable Delay in excess of [*] (collectively the **Non-Excusable Delay Payment Period**) at a rate of [*] per day per Aircraft not to exceed an aggregate sum of [*] per Aircraft (**Liquidated Damages**).

2. Interest.

In addition to the Liquidated Damages in paragraph 1, for each day of Non-Excusable Delay commencing [*] after the Scheduled Delivery, Boeing will pay Customer interest calculated as follows (**Interest**):

[*].

3. Escalation Adjustment.

The Escalation Adjustment as defined in AGTA Article 2.1.5, as amended, will be based on the scheduled delivery month as set forth in Table 1.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



4. Right of Termination.

Customer will not have the right to refuse to accept delivery of any Aircraft because of a Non-Excusable Delay unless (i) the actual aggregate duration of the Non-Excusable Delay for such Aircraft exceeds [*] (**Non-Excusable Delay Period**) or (ii) if Boeing provides notice that it expects the aggregate duration of the Non-Excusable Delay for such Aircraft to exceed [*], in which case Customer may terminate the Purchase Agreement as to such Aircraft by written or telegraphic notice given to the other. For clarification, nothing in this paragraph 4 will affect the parties rights and obligations contained in section 7.5, Aircraft Damaged Beyond Repair, in the AGTA.

5. Termination.

If the Purchase Agreement is terminated with respect to any Aircraft for a Non-Excusable Delay, Boeing will, in addition to paying Liquidated Damages and Interest as described above, promptly repay to Customer the entire principal amount of the advance payments including deposits received by Boeing for such Aircraft.

6. Exclusive Remedies.

The Liquidated Damages and Interest payable in accordance with paragraphs 1 and 2 of this Letter Agreement, and Customer's right to terminate pursuant to this Letter Agreement are Customer's exclusive remedies for a Non-Excusable Delay and are in lieu of all other damages, claims, and remedies of Customer arising at law or otherwise for any Non-Excusable Delay in the Aircraft delivery. Customer hereby waives and renounces all other claims and remedies arising at law or otherwise for any such Non-Excusable Delay.

7. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.



* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM

Its Vice President

FED-PA-03712-LA-1106153

Liquidated Damages Non-Excusable Delay

December 12, 2011

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BOEING PROPRIETARY



FED-PA-03712-LA-1106154

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Firm Aircraft Delivery Matters

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The information provided in this Letter Agreement will be applicable to the Aircraft identified in Table 1-A of the Purchase Agreement only (**Firm Aircraft**).

1. Firm Aircraft Scheduled to Deliver by [*]. Notwithstanding Firm Aircraft delivery dates as provided in Table 1-A that reflect deliveries [*] or earlier, Boeing reserves the right to [*].
2. Firm Aircraft Scheduled to Deliver after [*]. Notwithstanding Firm Aircraft delivery dates as provided in Table 1-A that reflect deliveries after [*], Boeing reserves the right to [*].
3. Customer Delivery Constraints. Notwithstanding Articles 1 and 2 of this Letter Agreement, Boeing will not [*].
4. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM
Its Vice President

FED-PA-03712-LA-1106154
Firm Aircraft Delivery Matters

December 12, 2011
Page 2

BOEING PROPRIETARY



FED-PA-03712-LA-1106155

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Open Configuration Matters
Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Aircraft Configuration.

1.1 Initial Configuration. The initial configuration of Customer's Model 767-3S2F Aircraft has been defined by the Boeing configuration specification 767-300 Freighter D019T002 Rev. K dated April 30, 2011, as described in Article 1 and Exhibit A of the Purchase Agreement. Final configuration of the Aircraft will be completed as described in this Letter Agreement.

1.2 Final Configuration Schedule. Customer and Boeing hereby agree to complete the configuration of the Aircraft using the then-current Boeing configuration documentation (**Final Configuration**) in accordance with the following schedule:

[*]

1.3 Additional Optional Feature Packages. Customer and Boeing will hold ongoing discussions to discuss additional optional features packages between the definitive agreement date of the Purchase Agreement and implementation of the [*] Aircraft. Additional offerability constraints, if any, will be communicated to Customer at the time additional optional feature packages are sent to Customer. Customer will have thirty (30) days, or as may be modified by mutual agreement, to accept or reject the optional features proposed in the additional optional features packages.

1.4 Change Request Pricing. Boeing agrees to use its standard pricing policy and procedures to price any of Customer's unique optional features.

2. Amendment of the Purchase Agreement. Customer and Boeing will execute a written amendment to the Purchase Agreement on or before [*] which will reflect the following:

2.1 Changes applicable to the basic Model 767-300F aircraft which are developed by Boeing between the date of signing of the Purchase Agreement and date of Final Configuration;

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FED-PA-03712-LA-1106155

BOEING PROPRIETARY



2.2 Incorporation into Exhibit A of the Purchase Agreement, by written amendment, those optional features which have been agreed to by Customer and Boeing pursuant to Article 1.2 above (**Customer Configuration Changes**);

2.3 Revisions to the Performance Guarantees to reflect the effects, if any, on Aircraft performance resulting from the incorporation of the Customer Configuration Changes;

2.4 Changes to the Optional Features Prices, Aircraft Basic Price and Advance Payment Base Price of the Aircraft to adjust for the difference, if any, between the prices estimated in [*] of the Purchase Agreement for optional features reflected in the Aircraft Basic Price and the actual prices of the optional features reflected in the Customer Configuration Changes; and

2.5 Changes to the Advance Payment Base Price of the Aircraft to adjust for the difference between the estimated amount included in [*] of the Purchase Agreement for Seller Purchased Equipment (**SPE**) and the price of the SPE reflected in the Customer Configuration Changes.

2.6 [*]

3. Other Letter Agreements.

Boeing and Customer acknowledge that as the definition of the Aircraft progresses, there may be a need to execute letter agreements addressing one or more of the following subjects:

3.1 Seller Purchased Equipment (**SPE**) and/or Buyer Furnished Equipment (**BFE**). Provisions relating to the terms under which Boeing may offer or install SPE and/or BFE in the Aircraft.

4. Confidential Treatment. Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

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Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM
Its Vice President

Attachments – Package A, Package B, Package C, Package D, Package E, Package F and Attachment A

FED-PA-03712-LA-1106155

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106156

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Option Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase Option Aircraft.

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in Table 1-A to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the option to purchase additional Model 767-3S2F aircraft as option aircraft (**Option Aircraft**).

2. Delivery.

The number of Option Aircraft and delivery months are listed in the Attachment to this Letter Agreement.

3. Configuration.

The configuration for the Option Aircraft will be the Detail Specification for model 767-3S2F aircraft at the revision level in effect at the time of Supplemental Agreement. Such Detail Specification will be revised to include (i) changes required to obtain required regulatory certificates and (ii) other changes as mutually agreed upon by Customer and Boeing.

4. Price.

4.1 The Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for each of the Option Aircraft [*] will be subject to escalation to the scheduled delivery date of the Option Aircraft.

4.2 Subject to the provisions of Letter Agreement FED-PA-03712-LA-1106151 titled Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft, the Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for each of the Option Aircraft will be adjusted for escalation in accordance with the Purchase Agreement.

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

4.3 The Advance Payment Base Price for each exercised Option Aircraft shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Supplemental Agreement.

5. Payment.

5.1 Customer will pay an option deposit to Boeing in the amount of [*] per Option Aircraft (**Option Deposit**), on the date of execution of this Letter Agreement. If Customer exercises an option, the Option Deposit will be credited against the first advance payment due. [*].

5.2 At Supplemental Agreement for the Option Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the Option Aircraft will be paid at the time of delivery.

6. Option Exercise.

6.1 Customer may exercise an option by giving written notice to Boeing on or before the date [*] prior to the first day of the delivery month listed in the Attachment to this Letter Agreement (**Option Exercise Date**). In the first instance in which Customer will not exercise an Option Aircraft (**Trigger Aircraft**), Customer will notify Boeing on or prior to the Trigger Aircraft's Option Exercise Date, which notice will include an election by Customer to either [*].

6.2 Following the Adjusted Block referenced in the preceding paragraph, [*].

6.3 [*]

6.4 [*]

6.5 [*]

6.6 [*]

6.7 The parties agree that Option Aircraft, once exercised, will be added to Table 1-B of the Purchase Agreement.

7. [*]

8. [*]

9. Supplemental Agreement.

Following Customer's exercise of an option the parties will sign a supplemental agreement for the purchase of such Option Aircraft (**Supplemental Agreement**). The Supplemental Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement.

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

10. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM
Its Vice President

Attachment

FED-PA-03712-LA-1106156
Option Aircraft

December 12, 2011
Page 3

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106157

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Aircraft General Terms Agreement – Amended Terms

References: 1. Aircraft General Terms Agreement No. AGTA-FED between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**)
2. Letter Agreement 6-1162-RCN-1795 entitled Aircraft General Terms Agreement – Amended Terms.

This letter agreement (**Letter Agreement**) amends and supplements the AGTA-FED, as previously amended by the Amended Terms (**AGTA**). All terms used but not defined in this Letter Agreement shall have the same meaning as in the AGTA.

1. [*]

2. Confidential Treatment

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

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AGTA Amended Terms

December 12, 2011
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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

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Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM
Its Vice President

FED-PA-03712-LA-1106157
AGTA Amended Terms

December 12, 2011
Page 2

BOEING PROPRIETARY



FED-PA-03712-LA-1106158

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Right to Purchase Additional Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase Incremental Aircraft.

Subject to the terms and conditions contained herein, in addition to the Aircraft described in Table 1-A to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the right to purchase (**Purchase Right**) [*] additional Boeing Model 767-3S2F aircraft as purchase right aircraft (**Purchase Right Aircraft**).

2. Delivery.

The Purchase Right Aircraft delivery positions are [*].

3. Configuration.

The configuration for the Purchase Right Aircraft will be the Detail Specification for Model 767-3S2F aircraft at the revision level in effect at the time of the Supplemental Agreement. Such Detail Specification will be revised to include (i) changes required to obtain required regulatory certificates and (ii) other changes as mutually agreed upon by Boeing and Customer.

4. Price.

4.1 The Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for the Purchase Right Aircraft shall [*] and such prices will be subject to escalation to the scheduled delivery date of the Purchase Right Aircraft.

4.2 Subject to the provisions of Letter Agreement FED-PA-03712-LA-1106151 titled Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft, the Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for each of the Purchase Right Aircraft will be adjusted for escalation in accordance with the Purchase Agreement.

FED-PA-03712-LA-1106158
Purchase Right Aircraft

December 12, 2011
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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

4.3 The Advance Payment Base Price for each exercised Purchase Right Aircraft shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Supplemental Agreement.

5. Payment

At Supplemental Agreement for the Purchase Right Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the Purchase Right Aircraft will be paid at the time of delivery.

6. Notice of Exercise and Payment of Deposit

6.1 Customer may exercise a Purchase Right by giving written notice (**Notice of Exercise**) to Boeing. All Purchase Right aircraft must be exercised for delivery no later than [*]. Such Notice of Exercise shall be accompanied by payment, by electronic transfer to the account specified below, in accordance with the Purchase Agreement. Such amount will be the initial advance payment due at execution of the Supplemental Agreement.

[*]

6.2 The parties agree that Purchase Right Aircraft, once exercised, will be added to Table 1-C of the Purchase Agreement.

7. Supplemental Agreement

Following Customer's exercise of a Purchase Right in accordance with the terms and conditions stated herein [*], the parties will sign a supplemental agreement for the purchase of such Purchase Right Aircraft (**Supplemental Agreement**) within thirty (30) calendar days of such exercise (**Purchase Right Exercise**). The Supplemental Agreement will include the provisions then contained in the Purchase Agreement as modified to reflect the provisions of this Letter Agreement and any additional mutually agreed terms and conditions.

8. [*]

9. General Expiration of Rights

Each Purchase Right shall expire at the time of execution of the Supplemental Agreement for the applicable Purchase Right Aircraft, or, if no such Supplemental Agreement is executed, on or before [*].

10. Confidential Treatment

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM

Its Vice President

FED-PA-03712-LA-1106158

Purchase Right Aircraft

December 12, 2011
Page 3

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106159

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Special Matters Concerning [*]

References: 1. Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**); and 2. 777F Purchase Agreement No. 3157 (**777 PA**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. [*]

2. Confidential Treatment. Customer understands that Boeing considers certain commercial and financial information contained in this Agreement as confidential. Customer and Boeing agree that it will treat this Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent company, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

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Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM
Its Vice President

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106160

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Spare Parts Initial Provisioning

Reference: a) Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**);
b) Customer Services General Terms Agreement No. S2-2 (**CSGTA**) between Boeing and Customer.

This letter agreement (**Letter Agreement**) is entered into on the date below and amends and supplements the CSGTA. All capitalized terms used but not defined in this Letter Agreement have the same meaning as in the CSGTA, except for "Aircraft" which will have the meaning as defined in the Purchase Agreement.

In order to define the process by which Boeing and Customer will i) identify those Spare Parts and Standards critical to Customer's successful introduction of the Aircraft into service and its continued operation, ii) place Orders under the provisions of the CSGTA as supplemented by the provisions of this Letter Agreement for those Spare Parts and Standards, and iii) manage the return of certain of those Spare Parts which Customer does not use, the parties agree as follows.

1. Definitions.

1.1 **Provisioning Data** means the documentation provided by Boeing to Customer, including but not limited to the Recommended Spare Parts List (**RSPL**), identifying all Boeing initial provisioning requirements for the Aircraft.

1.2 **Provisioning Items** means the Spare Parts and Standards identified by Boeing as initial provisioning requirements in support of the Aircraft, excluding special tools and ground support equipment (**GSE**), engines and engine parts.

1.3 **Provisioning Products Guide** means the Boeing Manual D6-81834 entitled "**Spares Provisioning Products Guide**".

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Spare Parts Initial Provisioning

December 12, 2011
Page 1

BOEING PROPRIETARY



2. Phased Provisioning

2.1 Provisioning Products Guide. Prior to the initial provisioning meeting Boeing will furnish to Customer a copy of the Provisioning Products Guide.

2.2 Initial Provisioning Meeting. On or about twelve (12) months prior to delivery of the first Aircraft the parties will conduct an initial provisioning meeting where the procedures, schedules, and requirements for training will be established to accomplish phased provisioning of Spare Parts and Standards for the Aircraft in accordance with the Provisioning Products Guide. If the lead time from execution of the Purchase Agreement until delivery of the first Aircraft is less than twelve (12) months, the initial provisioning meeting will be established as soon as reasonably possible after execution of the Purchase Agreement.

2.3 Provisioning Data. During the initial provisioning meeting Customer will provide to Boeing the operational parameter information described in Chapter 6 of the Provisioning Products Guide. After review and acceptance by Boeing of such Customer information, Boeing will prepare the Provisioning Data. Such Provisioning Data will be furnished to Customer on or about ninety (90) days after Boeing finalizes the engineering drawings for the Aircraft. The Provisioning Data will be as complete as possible and will cover Provisioning Items selected by Boeing for review by Customer for initial provisioning of Spare Parts and Standards for the Aircraft. Boeing will furnish to Customer revisions to the Provisioning Data until approximately ninety (90) days following delivery of the last Aircraft or until the delivery configuration of each of the Aircraft is reflected in the Provisioning Data, whichever is later.

2.4 Buyer Furnished Equipment (BFE) Provisioning Data. Unless otherwise advised by Boeing, Customer will provide or insure its BFE suppliers provide to Boeing the BFE data in scope and format acceptable to Boeing, in accordance with the schedule established during the initial provisioning meeting.

3. Purchase from Boeing of Spare Parts and Standards as Initial Provisioning for the Aircraft

3.1 Schedule. In accordance with schedules established during the initial provisioning meeting, Customer may place Orders for Provisioning Items and any GSE, special tools or engine spare parts which Customer determines it will initially require for maintenance, overhaul and servicing of the Aircraft and/or engines.

3.2 Prices of Initial Provisioning Spare Parts

3.2.1 Boeing Spare Parts. The Provisioning Data will set forth the prices for those Provisioning Items other than items listed in Article 3.3, below, that are Boeing Spare Parts, and such prices will be firm and remain in effect for ninety (90) days from the date the price is first quoted to Customer in the Provisioning Data.



3.2.2 Supplier Spare Parts. Boeing will provide estimated prices in the Provisioning Data for Provisioning Items other than items listed in Article 3.3, below, that are Supplier Spare Parts. The price to Customer for any Supplier Spare Parts that are Provisioning Items or for any items ordered for initial provisioning of GSE, special tools manufactured by suppliers, or engine spare parts will be one hundred twelve percent (112%) of the supplier's list price for such items.

3.3 QEC Kits, Standards Kits, Raw Material Kits, Bulk Materials Kits and Service Bulletin Kits. In accordance with schedules established during the initial provisioning meeting, Boeing will furnish to Customer a listing of all components which could be included in the quick engine change (**QEC**) kits, Standards kits, raw material kits, bulk materials kits and service bulletin kits which may be purchased by Customer from Boeing. Customer will select, and provide to Boeing its desired content for the kits. Boeing will furnish to Customer as soon as practicable thereafter a statement setting forth a firm price for such kits. Customer will place Orders with Boeing for the kits in accordance with schedules established during the initial provisioning meeting.

4. Delivery.

For Spare Parts and Standards ordered by Customer in accordance with Article 3 of this Letter Agreement, Boeing will, insofar as reasonably possible, deliver to Customer such Spare Parts and Standards on dates reasonably calculated to conform to Customer's anticipated needs in view of the scheduled deliveries of the Aircraft. Customer and Boeing will agree upon the date to begin delivery of the provisioning Spare Parts and Standards ordered in accordance with this Letter Agreement. Where appropriate, Boeing will arrange for shipment of such Spare Parts and Standards which are manufactured by suppliers directly to Customer from the applicable supplier's facility. The routing and method of shipment for initial deliveries and all subsequent deliveries of such Spare Parts and Standards will be as established at the initial provisioning meeting and thereafter by mutual agreement.

5. Substitution for Obsolete Spare Parts.

5.1 Obligation to Substitute Pre-Delivery. In the event that, prior to delivery of the first Aircraft, any Spare Part purchased by Customer from Boeing in accordance with this Letter Agreement as initial provisioning for the Aircraft is rendered obsolete or unusable due to the redesign of the Aircraft or of any accessory, equipment or part thereof (other than a redesign at Customer's request) Boeing will deliver to Customer at no charge new and usable Spare Parts in substitution for such obsolete or unusable Spare Parts and, upon such delivery, Customer will return the obsolete or unusable Spare Parts to Boeing.

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Spare Parts Initial Provisioning

December 12, 2011
Page 3

BOEING PROPRIETARY



5.2 Delivery of Obsolete Spare Parts and Substitutes. Obsolete or unusable Spare Parts returned by Customer pursuant to this Article 5 will be delivered to Boeing at its Seattle Distribution Center or such other destination as Boeing may reasonably designate. Spare Parts substituted for such returned obsolete or unusable Spare Parts will be delivered to Customer in accordance with the CSGTA. Boeing will pay the freight charges for the shipment from Customer to Boeing of any such obsolete or unusable Spare Part and for the shipment from Boeing to Customer of any such substitute Spare Part.

6. Repurchase of Provisioning Items.

6.1 Obligation to Repurchase. During a period commencing one (1) year after delivery of the first Aircraft and ending five (5) years after such delivery, Boeing will, upon receipt of Customer's written request and subject to the exceptions in Article 6.2, repurchase all unused and undamaged Provisioning Items which (i) were recommended by Boeing in the Provisioning Data as initial provisioning for the Aircraft, (ii) were purchased by Customer from Boeing, and (iii) are surplus to Customer's needs.

6.2 Exceptions. Boeing will not be obligated under Article 6.1 to repurchase any of the following: (i) quantities of Provisioning Items in excess of those quantities recommended by Boeing in the Provisioning Data for the Aircraft, (ii) QEC kits, bulk material kits, raw material kits, service bulletin kits, Standards kits and components thereof (except those components listed separately in the Provisioning Data), (iii) Provisioning Items for which an Order was received by Boeing more than five (5) months after delivery of the last Aircraft added to the Purchase Agreement by the Supplemental Agreement, (iv) Provisioning Items which have become obsolete or have been replaced by other Provisioning Items as a result of Customer's modification of the Aircraft, and (v) Provisioning Items which become excess as a result of a change in Customer's operating parameters, as provided to Boeing pursuant to the initial provisioning meeting and which were the basis of Boeing's initial provisioning recommendations for the Aircraft.

6.3 Notification and Format. Customer will notify Boeing, in writing when Customer desires to return Provisioning Items under the provisions of this Article 6. Customer's notification will include a detailed summary, in part number sequence, of the Provisioning Items Customer desires to return. Such summary will be in the form of listings, tapes, diskettes or other media as may be mutually agreed between Boeing and Customer and will include part number, nomenclature, purchase order number, purchase order date and quantity to be returned. Within five (5) business days after receipt of Customer's notification, Boeing will advise Customer in writing when Boeing's review of such summary will be completed.

6.4 Review and Acceptance by Boeing. Upon completion of Boeing's review of any detailed summary submitted by Customer pursuant to Article 6.3, Boeing will issue to Customer a Material Return Authorization (**MRA**) for those Provisioning Items Boeing agrees are eligible for repurchase in accordance with this Article 6. Boeing will advise Customer of the reason that any Provisioning Item included in Customer's detailed summary is not eligible for return. Boeing's MRA will state the date by which Provisioning Items listed in the MRA must be redelivered to Boeing, and Customer will arrange for shipment of such Provisioning Items accordingly.



6.5 Price and Payment. The price of each Provisioning Item repurchased by Boeing pursuant to this Article 6 will be an amount equal to one hundred percent (100%) of the original invoice price thereof except that the repurchase price of Provisioning Items purchased pursuant to Article 3.2.2 will not include Boeing's twelve percent (12%) handling charge. Boeing will pay the repurchase price by issuing a credit memorandum in favor of Customer which may be applied against amounts due Boeing for the purchase of Spare Parts or Standards.

6.6 Delivery of Repurchased Provisioning Items. Provisioning Items repurchased by Boeing pursuant to this Article 6 will be delivered to Boeing F.O.B. at its Seattle Distribution Center or such other destination as Boeing may reasonably designate.

7. Title and Risk of Loss.

Title and risk of loss of any Spare Parts or Standards delivered to Customer by Boeing in accordance with this Letter Agreement will pass from Boeing to Customer in accordance with the applicable provisions of the CSGTA. Title to and risk of loss of any Spare Parts or Standards returned to Boeing by Customer in accordance with this Letter Agreement will pass to Boeing upon delivery of such Spare Parts or Standards to Boeing in accordance with the provisions of Article 5.2 or Article 6.6, herein, as appropriate.

8. Termination for Excusable Delay.

In the event of termination of the Purchase Agreement pursuant to Article 7 of the AGTA with respect to any Aircraft, such termination will, if Customer so requests by written notice received by Boeing within fifteen (15) days after such termination, also discharge and terminate all obligations and liabilities of the parties as to any Spare Parts or Standards which Customer had ordered pursuant to the provisions of this Letter Agreement as initial provisioning for such Aircraft and which are undelivered on the date Boeing receives such written notice.

9. Order of Precedence.

In the event of any inconsistency between the terms of this Letter Agreement and the terms of any other provisions of the CSGTA, the terms of this Letter Agreement will control.

10. Confidential Treatment. Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential.

FED-PA-03712-LA-1106160
Spare Parts Initial Provisioning

December 12, 2011
Page 5

BOEING PROPRIETARY



Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM

Its Vice President

FED-PA-03712-LA-1106160
Spare Parts Initial Provisioning

December 12, 2011
Page 6

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106163

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Demonstration Flight Waiver

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Definition of Terms:

Correction Costs: Customer's direct labor costs and the cost of any material required to correct a Flight Discrepancy where direct labor costs are equal to the Warranty Labor Rate in effect between the parties at the time such labor is expended.

Flight Discrepancy: A failure or malfunction of an Aircraft, or the accessories, equipment or parts installed on the Aircraft which results from a defect in the Aircraft, Boeing Product, engine or Supplier Product or a nonconformance to the Detail Specification for the Aircraft.

The AGTA provides that each aircraft will be test flown prior to delivery for the purpose of demonstrating the functioning of such Aircraft and its equipment to Customer; however, Customer may elect to waive this test flight. For each test flight waived, Boeing agrees to provide Customer an amount of jet fuel at delivery that, including the standard fuel entitlement, totals the following amount of fuel:

Aircraft Model	Total Fuel Entitlement (U.S. Gallons)
737	Full tanks
747	26,000
767	11,000
777	10,300
787	Full tanks

FED-PA-03712-LA-1106163
Demonstration Flight Waiver

December 12, 2011
Page 1

BOEING PROPRIETARY



Further, Boeing agrees to reimburse Customer for any Correction Costs incurred as a result of the discovery of a Flight Discrepancy during the first flight of the Aircraft by Customer following delivery to the extent such Correction Costs are not covered under a warranty provided by Boeing, the engine manufacturer or any of Boeing's suppliers.

Should a Flight Discrepancy be detected by Customer which requires the return of the Aircraft to Boeing's facilities at Seattle, Washington, so that Boeing may correct such Flight Discrepancy, Boeing and Customer agree that title to and risk of loss of such Aircraft will remain with Customer. In addition, it is agreed that Boeing will have responsibility for the Aircraft while it is on the ground at Boeing's facilities in Seattle, Washington, as is chargeable by law to a bailee for mutual benefit, but Boeing shall not be liable for loss of use.

To be reimbursed for Correction Costs, Customer shall submit a written itemized statement describing any Flight Discrepancies and indicating the Correction Cost incurred by Customer for each discrepancy. This request must be submitted to Boeing's Contracts Regional Director at Renton, Washington, within ninety (90) days after the first flight by Customer.

Confidential Treatment. Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

FED-PA-03712-LA-1106163
Demonstration Flight Waiver

December 12, 2011
Page 2

BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 12, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM

Its Vice President

FED-PA-03712-LA-1106163
Demonstration Flight Waiver

December 12, 2011
Page 3

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106177

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: [*]

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2 Freighter aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

[*]

1. [*]

2. [*]

3. [*]

4. [*]

5. [*]

6. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

FED-PA-03712-LA-1106177
[*]

December 12, 2011
Page 1

BOEING PROPRIETARY



* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM

Its Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712-LA-1106177

[*]

December 12, 2011

Page 2

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106207

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Firm Aircraft

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memorandum provided for in this Letter Agreement will be applicable to the Aircraft identified in Table 1-A of the Purchase Agreement only.

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in Paragraphs 1.1 through 1.5 are in [*] base year dollars and will be escalated to the scheduled month of the respective Aircraft delivery pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Aircraft. The Credit Memoranda may, at the election of Customer, be (i) applied against the Aircraft Price of the respective Aircraft at the time of delivery, or (ii) used for the purchase of other Boeing goods and services (but shall not be applied to advance payments).

3. [*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM

Its Vice President

FED-PA-03712-LA-1106207

Special Matters – 767 Freighter with GE Engines

December 12, 2011

Page 2

BOEING PROPRIETARY



FED-PA-03712-LA-1106208

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Option Aircraft

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memorandum provided for in this Letter Agreement will be applicable to exercised option aircraft only, as identified in Table 1-B of the Purchase Agreement (**Exercised Option Aircraft**).

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in Paragraphs 1.1 through 1.5 are in [*] base year dollars and will be escalated to the scheduled month of the respective Aircraft delivery pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Exercised Option Aircraft. The Credit Memoranda may, at the election of Customer, be (i) applied against the Exercised Option Aircraft Price of the respective Exercised Option Aircraft at the time of delivery, or (ii) used for the purchase of other Boeing goods and services (but shall not be applied to advance payments).

3. [*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Exercised Option Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM

Its Vice President

FED-PA-03712-LA-1106208

Special Matters – 767 Freighter Option Aircraft

December 12, 2011

Page 2

BOEING PROPRIETARY



FED-PA-03712-LA-06574

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Agreement for Deviation from [*]

Reference: Purchase Agreement No. **3712 (Purchase Agreement)** between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2 Freighter firm aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

[*].

1. [*]
2. [*]
3. [*]
4. [*]
5. [*]
6. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President

FED-PA-03712-LA-06574
Agreement for Deviation from [*]

December 12, 2011
Page 2

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712-LA-1106584

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Aircraft Performance Guarantees

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F firm aircraft listed on Table 1-A (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the performance guarantees in the Attachment. These guarantees are exclusive and expire upon delivery of the Aircraft to Customer. Customer agrees to limit the remedy for non-compliance of any performance guarantee to the terms in Letter Agreements No. FED-PA-03712-LA-1106153 entitled "Liquidated Damages – Non-Excusable Delay" and FED-PA-03712-LA-1106574 entitled "Agreement for Deviation from [*]."

Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712-LA-1106584
Aircraft Performance Guarantees

December 12, 2011
LA Page 1

BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date:

December 14, 2011

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President

FED-PA-03712-LA-1106584
Aircraft Performance Guarantees

December 12, 2011
LA Page 2

BOEING PROPRIETARY

MODEL 767-300 FREIGHTER PERFORMANCE GUARANTEES

FOR S-544

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	MANUFACTURER'S EMPTY WEIGHT
4	SOUND LEVELS
5	AIRCRAFT CONFIGURATION
6	GUARANTEE CONDITIONS
7	GUARANTEE COMPLIANCE
8	EXCLUSIVE GUARANTEES

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

P.A. No. 3712
AERO-B-BBA4-M11-1089

SS11-0541

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106586

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Miscellaneous Matters

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. [*]
2. [*]
3. [*]
4. [*]
5. [*]
6. [*]
7. [*]
8. [*]
9. [*]
10. [*]
11. [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712-LA-1106586
Miscellaneous Matters

December 12, 2011
Page 1

BOEING PROPRIETARY



12. Entire Agreement. This Agreement and the Purchase Agreement contain the entire agreement between the parties and supersede all previous proposals, understandings, commitments or representations, oral or written, with respect to the subject matter hereof.

13. Confidential Treatment. Customer understands that Boeing considers certain commercial and financial information contained in this Agreement as confidential. Customer and Boeing agree that it will treat this Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent company, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

AGREED AND ACCEPTED this

December 14, 2011
Date

THE BOEING COMPANY

/s/ STUART C. ROSS
Signature

Stuart C. Ross
Printed name

Attorney-in-Fact
Title

FED-PA-03712-LA-1106586
Miscellaneous Matters

FEDERAL EXPRESS CORPORATION

/s/ PHILLIP C. BLUM
Signature

Phillip C. Blum
Printed name

Vice President
Title

December 12, 2011
Page 2

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106614

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Purchase Right Aircraft

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memorandum provided for in this Letter Agreement will be applicable to exercised Purchase Right Aircraft only (**Exercised Purchase Right Aircraft**), as described in letter agreement FED-PA-03712-LA-1106158.

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in Paragraphs 1.1 through 1.5 are in [*] base year dollars and will be escalated to the scheduled month of the respective Purchase Right Aircraft delivery pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Exercised Purchase Right Aircraft. The Credit Memoranda may, at the election of Customer, be (i) applied against the Exercised Purchase Right Aircraft Price of the respective Exercised Purchase Right Aircraft at the time of delivery, or (ii) used for the purchase of other Boeing goods and services (but shall not be applied to advance payments).

3. [*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Exercised Purchase Right Aircraft at time of delivery and becoming the operator of the Purchase Right Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /s/ PHILLIP C. BLUM

Its Vice President

FED-PA-03712-LA-1106614

Special Matters – Purchase Right Aircraft

December 12, 2011

Page 2

BOEING PROPRIETARY



FED-PA-03712-LA-1106824

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Customer Support Matters

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. [*]

2. [*]

3. [*]

4. [*]

5. Entire Agreement. This Agreement and the Purchase Agreement contain the entire agreement between the parties and supersede all previous proposals, understandings, commitments or representations, oral or written, with respect to the subject matter hereof.

6. Confidential Treatment. Customer understands that Boeing considers certain commercial and financial information contained in this Agreement as confidential. Customer and Boeing agree that it will treat this Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent company, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 14, 2011

Federal Express Corporation

By /S/ PHILLIP C. BLUM

Its Vice President

Attachment A

FED-PA-03712-LA-1106824

Customer Support Matters

December 12, 2011

Page 2

BOEING PROPRIETARY

AIRCRAFT GENERAL TERMS AGREEMENT

AGTA-FED

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

AGTA-FED

BOEING PROPRIETARY

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EXHIBITS

- A Buyer Furnished Equipment Provisions Document
- B Customer Support Document
- C Product Assurance Document

APPENDICES

- I Insurance Certificate
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- III Post-Delivery Sale Notice
- IV Post-Delivery Lease Notice
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- VI Owner Appointment of Agent—Warranties
- VII Contractor Confidentiality Agreement
- VIII Post-Delivery Sale with Lease to Seller
- IX Sale with Lease
- X Post-Delivery Security

between

The Boeing Company

and

Federal Express Corporation

Relating to

BOEING AIRCRAFT

This Aircraft General Terms Agreement Number AGTA-FED (**AGTA**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) will apply to all Boeing aircraft contracted for purchase from Boeing by Customer after the effective date of this AGTA.

Article 1. Subject Matter of Sale.

1.1 Aircraft. Boeing will manufacture and sell to Customer and Customer will purchase from Boeing aircraft under purchase agreements that incorporate the terms and conditions of this AGTA.

1.2 Buyer Furnished Equipment. Exhibit A, Buyer Furnished Equipment Provisions Document to the AGTA, contains the obligations of Customer and Boeing with respect to equipment purchased and provided by Customer, which Boeing will receive, inspect, store, and install in an aircraft before delivery to Customer. This equipment is defined as **Buyer Furnished Equipment (BFE)**.

1.3 Customer Support. Exhibit B, Customer Support Document to the AGTA, contains the obligations of Boeing relating to Materials (as defined in Part 3 thereof), training, services, and other things in support of aircraft.

1.4 Product Assurance. Exhibit C, Product Assurance Document to the AGTA, contains the obligations of Boeing and the suppliers of equipment installed in each aircraft at delivery relating to warranties, patent indemnities, software copyright indemnities, and service life policies.

Article 2. Price, Taxes, and Payment.

2.1 Price.

2.1.1 **Airframe Price** is defined as the price of the airframe for a specific model of aircraft described in a purchase agreement. The Airframe Price includes the engine price at its basic thrust level.

AGTA-FED

- 1 -

BOEING PROPRIETARY

2.1.2 Optional Features Prices are defined as the prices for optional features selected by Customer for a specific model of aircraft described in a purchase agreement.

2.1.3 Aircraft Basic Price is defined as the sum of the Airframe Price and the Optional Features Prices.

2.1.4 Escalation Adjustment is defined as the price adjustment to the Airframe Price and the Optional Features Prices resulting from the calculation using the economic price formula contained in the Airframe and Optional Features Escalation Adjustment supplemental exhibit to the applicable purchase agreement.

2.1.5 Advance Payment Base Price is defined as the estimated price of an aircraft rounded to the nearest thousand U. S. dollars, as of the date of signing a purchase agreement, for the scheduled month of delivery of such aircraft using commercial forecasts of the Escalation Adjustment.

2.1.6 Aircraft Price is defined as the total amount Customer is to pay for an aircraft at the time of delivery, which is the sum of the Aircraft Basic Price, the Escalation Adjustment, and other price adjustments made pursuant to the purchase agreement.

2.2 Taxes.

2.2.1 Taxes. **Taxes** are defined as all taxes, fees, charges, or duties and any interest, penalties, fines, or other additions to tax, including, but not limited to sales, use, value added, gross receipts, stamp, excise, transfer, and similar taxes imposed by any domestic or foreign taxing authority, arising out of or in connection with the performance of the applicable purchase agreement or the sale, delivery, transfer, or storage of any aircraft, BFE, or other things furnished under the applicable purchase agreement. Except for U.S. federal or California State income taxes imposed on Boeing or Boeing's assignee, and Washington State business and occupation taxes imposed on Boeing or Boeing's assignee, Customer will be responsible for and pay all Taxes. Customer is responsible for filing all tax returns, reports, declarations and payment of any taxes related to or imposed on BFE.

2.2.2 Reimbursement of Boeing. Customer will promptly reimburse Boeing on demand, net of additional taxes thereon, for any Taxes that are imposed on and paid by Boeing or that Boeing is responsible for collecting.

2.3 Payment.

2.3.1 Advance Payment Schedule. Customer will make advance payments to Boeing for each aircraft in the amounts and on the dates indicated in the schedule set forth in the applicable purchase agreement.

2.3.2 Payment at Delivery. Customer will pay any unpaid balance of the Aircraft Price at the time of delivery of each aircraft.

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2.3.3 **Form of Payment**. Customer will make all payments to Boeing by unconditional wire transfer of immediately available funds in United States Dollars in a bank account in the United States designated by Boeing.

2.3.4 **Monetary and Government Regulations**. Customer is responsible for complying with all monetary control regulations and for obtaining necessary governmental authorizations related to payments.

Article 3. **Regulatory Requirements and Certificates**.

3.1 **Certificates**. Boeing will manufacture each aircraft to conform to the appropriate Type Certificate issued by the United States Federal Aviation Administration (**FAA**) for the specific model of aircraft and will obtain from the FAA and furnish to Customer at delivery of each aircraft either a Standard Airworthiness Certificate or an Export Certificate of Airworthiness issued pursuant to Part 21 of the Federal Aviation Regulations.

3.2 **FAA or Applicable Regulatory Authority Manufacturer Changes**.

3.2.1 A **Manufacturer Change** is defined as any change to an aircraft, data relating to an aircraft, or testing of an aircraft required by the FAA to obtain a Standard Airworthiness Certificate, or by the country of import and/or registration to obtain an Export Certificate of Airworthiness.

3.2.2 Boeing will bear the cost of incorporating all Manufacturer Changes into the aircraft:

(i) resulting from requirements issued by the FAA prior to the date of the Type Certificate for the applicable aircraft;

(ii) resulting from requirements issued by the FAA prior to the date of the applicable purchase agreement; and

(iii) for any aircraft delivered during the 18 month period immediately following the date of the applicable purchase agreement (regardless of when the requirement for such change was issued by the FAA).

3.2.3 Customer will pay Boeing's charge for incorporating all other Manufacturer Changes into the aircraft, including all changes for validation of an aircraft required by any governmental agency of the country of import and/or registration.

3.3 **FAA Operator Changes**.

3.3.1 An **Operator Change** is defined as a change in equipment that is required by Federal Aviation Regulations which (i) is generally applicable to transport category aircraft to be used in United States certified air carriage and (ii) the required compliance date is on or before the scheduled delivery month of the aircraft.

3.3.2 Boeing will deliver each aircraft with Operator Changes incorporated or, at Boeing's option, with suitable provisions for the incorporation of such Operator Changes, and Customer will pay Boeing's applicable charges.

3.4 Export License. If an export license is required by United States law or regulation for any aircraft or any other things delivered under the purchase agreement, it is Customer's obligation to obtain such license. If requested, Boeing will assist Customer in applying for any such export license. Customer will furnish any required supporting documents.

Article 4. Detail Specification; Changes.

4.1 Configuration Changes. The **Detail Specification** is defined as the Boeing document that describes the configuration of each aircraft purchased by Customer. The Detail Specification for each aircraft may be amended (i) by Boeing to reflect the incorporation of Manufacturer Changes and Operator Changes or (ii) by the agreement of the parties. In either case the amendment will describe the particular changes to be made and any effect on design, performance, weight, balance, scheduled delivery month, Aircraft Basic Price, Aircraft Price, and/or Advance Payment Base Price.

4.2 Development Changes. **Development Changes** are defined as changes to aircraft that do not affect the Aircraft Price or scheduled delivery month, and do not adversely affect guaranteed weight, guaranteed performance, or compliance with the interchangeability or replaceability requirements set forth in the applicable Detail Specification or the functionality of the aircraft systems as described in the applicable Detail Specification. Boeing may incorporate Development Changes into the Detail Specification and into an aircraft prior to delivery to Customer. Boeing will provide advance notice of any Developmental Changes planned for incorporation in Customer's model 777 Aircraft. Boeing will discuss any concerns Customer may have regarding such Developmental Changes and reasonably consider any requests made by Customer with respect to the incorporation of Developmental Changes.

4.3 Notices. Boeing will promptly notify Customer of any proposed amendments to a Detail Specification.

Article 5. Representatives, Inspection, Demonstration Flights, Test Data and Performance Guarantee Compliance.

5.1 Office Space. Twelve months before delivery of the first aircraft purchased, and continuing until the delivery of the last aircraft on firm order, Boeing will furnish, free of charge, suitable office space and equipment for the accommodation of up to three representatives of Customer in or conveniently located near the assembly plant.

5.2 Inspection. Customer's representatives may inspect each aircraft at any reasonable time, provided such inspection does not unreasonably interfere with Boeing's performance.

5.3 Demonstration Flights. Prior to delivery, Boeing will fly each aircraft up to 4 hours to demonstrate to Customer the function of the aircraft and its equipment using Boeing's production flight test procedures. Customer may designate up to five representatives to participate as observers.

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5.4 Test Data; Performance Guarantee Compliance. **Performance Guarantees** are defined as the written guarantees in a purchase agreement regarding the operational performance of an aircraft. Boeing will furnish to Customer flight test data obtained on an aircraft of the same model to evidence compliance with the Performance Guarantees. Performance Guarantees will be met if reasonable engineering interpretations and calculations based on the flight test data establish that the particular aircraft being delivered under the applicable purchase agreement would, if actually flown, comply with the guarantees.

5.5 Special Aircraft Test Requirements. Boeing may use an aircraft for flight and ground tests prior to delivery, without reduction in the Aircraft Price, if the tests are considered necessary by Boeing (i) to obtain or maintain the Type Certificate or Certificate of Airworthiness for the aircraft or (ii) to evaluate potential improvements that may be offered for production or retrofit incorporation.

Article 6. Delivery.

6.1 Notices of Delivery Dates. Boeing will notify Customer of the approximate delivery date of each aircraft at least 30 days before the scheduled month of delivery and again at least 14 days before the scheduled delivery date.

6.2 Place of Delivery. Each aircraft will be delivered at a facility selected by Boeing in the same state as the primary assembly plant for the aircraft.

6.3 Bill of Sale. At delivery of an aircraft, Boeing will provide Customer a bill of sale conveying good title, free of encumbrances.

6.4 Delay. If Customer delays acceptance of an aircraft beyond the scheduled delivery date, Customer will reimburse Boeing for all costs incurred by Boeing as a result of the delay.

Article 7. Excusable Delay.

7.1 General. Boeing will not be liable for any delay in the scheduled delivery month of an aircraft or other performance under a purchase agreement caused by (i) acts of God; (ii) war or armed hostilities; (iii) government acts or priorities; (iv) fires, floods, or earthquakes; (v) strikes or labor troubles causing cessation, slowdown, or interruption of work; (vi) inability, after due and timely diligence, to procure materials, systems, accessories, equipment or parts; (vii) inability, after due and timely diligence, to obtain type certification; or (viii) any other cause to the extent such cause is beyond Boeing's control and not occasioned by Boeing's fault or negligence. A delay resulting from any such cause is defined as an **Excusable Delay**.

7.2 Notice. Boeing will give written notice to Customer (i) of a delay as soon as Boeing concludes that an aircraft will be delayed beyond the scheduled delivery month due to an Excusable Delay and, when known, (ii) of a revised delivery month based on Boeing's appraisal of the facts.

7.3 Delay in Delivery of Twelve Months or Less. If the revised delivery month is 12 months or less after the scheduled delivery month, Customer will accept such aircraft when tendered for delivery, subject to the following:

7.3.1 The calculation of the Escalation Adjustment will be based on the previously scheduled delivery month.

7.3.2 The advance payment schedule will be adjusted to reflect the revised delivery month.

7.3.3 All other provisions of the applicable purchase agreement, including the BFE on-dock dates for the delayed aircraft, are unaffected by an Excusable Delay.

7.4 Delay in Delivery of More Than Twelve Months. If the revised delivery month is more than 12 months after the scheduled delivery month, either party may terminate the applicable purchase agreement with respect to such aircraft within 30 days of the notice. If the applicable purchase agreement is not terminated with respect to such aircraft, all terms and conditions of the applicable purchase agreement will remain in effect.

7.5 Aircraft Damaged Beyond Repair. If an aircraft is destroyed or damaged beyond repair for any reason before delivery, Boeing will give written notice to Customer specifying the earliest month possible, consistent with Boeing's other contractual commitments and production capabilities, in which Boeing can deliver a replacement. Customer will have 30 days from receipt of such notice to elect to have Boeing manufacture a replacement aircraft under the same terms and conditions of purchase, except that the calculation of the Escalation Adjustment will be based upon the scheduled delivery month in effect immediately prior to the date of such notice, or, failing such election, the applicable purchase agreement will terminate with respect to such aircraft. Boeing will not be obligated to manufacture a replacement aircraft if reactivation of the production line for the specific model of aircraft would be required.

7.6 Termination. Termination under this Article will discharge all obligations and liabilities of Boeing and Customer with respect to any aircraft and all related undelivered Materials (as defined in Exhibit B, Customer Support Document), training, services, and other things terminated under the applicable purchase agreement, except that Boeing will return to Customer, without interest, an amount equal to all advance payments including deposits paid by Customer for the respective aircraft. If Customer terminates the applicable purchase agreement as to any aircraft, Boeing may elect, by written notice to Customer within 30 days, to purchase from Customer any BFE related to the aircraft at the invoice prices paid, or contracted to be paid, by Customer.

7.7 Exclusive Rights. The termination rights in this Article are in substitution for all other rights of termination or any claim arising by operation of law due to the excusable delays in performance covered by this Article.

Article 8. Risk Allocation/Insurance.

8.1 Title and Risk with Boeing.

8.1.1 Boeing's Indemnification of Customer. Until transfer of title to an aircraft to Customer, Boeing will indemnify and hold harmless Customer and Customer's observers from and against all claims and liabilities, including all expenses and attorneys' fees incident thereto or incident to establishing the right to indemnification, for injury to or death of any person(s), including employees of Boeing but not employees of Customer, or for loss of or damage to any property, including an aircraft, arising out of or in any way related to the operation of an aircraft during all demonstration and test flights conducted under the provisions of the applicable purchase agreement, whether or not arising in tort or occasioned by the negligence of Customer or any of Customer's observers.

8.1.2 Definition of Customer. For the purposes of this Article, "Customer" is defined as FedEx Corporation, its divisions and subsidiaries including Federal Express Corporation, affiliates, the assignees of each, and their respective directors, officers, employees, and agents.

8.2 Insurance.

8.2.1 Insurance Requirements. Customer will purchase and maintain insurance acceptable to Boeing and will provide a certificate of such insurance that names Boeing as an additional insured for any and all claims and liabilities for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including any aircraft, arising out of or in any way relating to Materials, training, services, or other things provided under Exhibit B of the AGTA, which will be incorporated by reference into the applicable purchase agreement, whether or not arising in tort or occasioned by the negligence of Boeing, except with respect to legal liability to persons or parties other than Customer or Customer's assignees arising out of an accident caused solely by a product defect in an aircraft. Customer will provide such certificate of insurance at least thirty (30) days prior to the scheduled delivery of the first aircraft under a purchase agreement. The insurance certificate will reference each aircraft delivered to Customer pursuant to each applicable purchase agreement. Annual renewal certificates will be submitted to Boeing before the expiration of the policy periods. The form of the insurance certificate, attached as Appendix I, states the terms, limits, provisions, and coverages required by this Article 8.2.1. The failure of Boeing to demand compliance with this 8.2.1 in any year will not in any way relieve Customer of its obligations hereunder nor constitute a waiver by Boeing of these obligations.

8.2.2 Noncompliance with Insurance Requirements. If Customer fails to comply with any of the insurance requirements of Article 8.2.1 or if any of the insurers fails to pay a claim covered by the insurance or otherwise fails to meet any of insurer's obligations required by Appendix I, Customer will provide the same protection to Boeing as that required by Article 8.2.1 above.

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8.2.3 Definition of Boeing. For purposes of this article, “Boeing” is defined as The Boeing Company, its divisions, subsidiaries, affiliates, assignees of each, and their respective directors, officers, employees, and agents.

Article 9. Assignment, Resale, or Lease.

9.1 Assignment. This AGTA and each applicable purchase agreement are for the benefit of the parties and their respective successors and assigns. No rights or duties of either party may be assigned or delegated, or contracted to be assigned or delegated, without the prior written consent of the other party, except:

9.1.1 Either party may assign its interest to a corporation that (i) results from any merger, reorganization, or acquisition of such party and (ii) acquires substantially all the assets of such party;

9.1.2 Boeing may assign its rights to receive money; and

9.1.3 Boeing may assign any of its rights and duties to any wholly-owned subsidiary of Boeing.

9.2 Transfer by Customer at Delivery. Boeing will take any requested action reasonably required for the purpose of causing an aircraft, at time of delivery, to be subject to an equipment trust, conditional sale, lien, or other arrangement for Customer to finance the aircraft. However, no such action will require Boeing to divest itself of title to or possession of the aircraft until delivery of and payment for the aircraft. A sample form of assignment acceptable to Boeing is attached as Appendix II.

9.3 Sale or Lease by Customer After Delivery. If, following delivery of an aircraft, Customer sells or leases the aircraft (including any sale and lease-back to seller for financing purposes), Customer may assign some or all of its rights with respect to the aircraft under the applicable purchase agreement to the purchaser or lessee of such aircraft, and all such rights will inure to the benefit of such purchaser or lessee effective upon Boeing’s receipt of the written agreement of the purchaser or lessee, in a form satisfactory to Boeing, to comply with all applicable terms and conditions of the applicable purchase agreement. Sample forms of notice to Boeing of such assignments giving examples of language acceptable to Boeing are attached as Appendices III, IV, VIII, IX and X.

9.4 Notice of Sale or Lease After Delivery. Customer will give notice to Boeing as soon as practicable of the sale or lease of an aircraft, including in the notice the name of the entity or entities with title and/or possession of such aircraft.

9.5 Exculpatory Clause in Post-Delivery Sale or Lease. If, following the delivery of an aircraft, Customer sells or leases such aircraft and obtains from the transferee any form of exculpatory clause protecting Customer from liability for loss of or damage to the aircraft, and/or related incidental or consequential damages, including without limitation loss of use, revenue, or profit, Customer shall obtain for Boeing the purchaser’s or lessee’s written agreement to be bound by terms and conditions substantially as set forth in Appendix V. This Article 9.5 applies only if purchaser or lessee has not provided to Boeing the written agreement described in Article 9.3 above.

9.6 Appointment of Agent—Warranty Claims. If, following delivery of an aircraft, Customer appoints an agent to act directly with Boeing for the administration of claims relating to the warranties under the applicable purchase agreement, Boeing will deal with the agent for that purpose, effective upon Boeing's receipt of the agent's written agreement, in a form satisfactory to Boeing, to comply with all applicable terms and conditions of the applicable purchase agreement. A sample form of agreement acceptable to Boeing is attached as Appendix VI.

9.7 No Increase in Boeing Liability. No action taken by Customer or Boeing relating to the resale or lease of an aircraft or the assignment of Customer's rights under the applicable purchase agreement will subject Boeing to any liability beyond that in the applicable purchase agreement or modify in any way Boeing's obligations under the applicable purchase agreement.

Article 10. Termination of Purchase Agreements for Certain Events.

10.1 Termination. If either party

- (i) ceases doing business as a going concern, or suspends all or substantially all its business operations, or makes an assignment for the benefit of creditors, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts; or
- (ii) petitions for or acquiesces in the appointment of any receiver, trustee or similar officer to liquidate or conserve its business or any substantial part of its assets; commences any legal proceeding such as bankruptcy, reorganization, readjustment of debt, dissolution, or liquidation available for the relief of financially distressed debtors; or becomes the object of any such proceeding, unless the proceeding is dismissed or stayed within a reasonable period, not to exceed 60 days,

the other party may terminate any purchase agreement with respect to any undelivered aircraft, Materials, training, services, and other things by giving written notice of termination.

10.2 Repayment of Advance Payments. If Customer terminates the applicable purchase agreement under this Article, Boeing will repay to Customer, without interest, an amount equal to any advance payments received by Boeing from Customer with respect to undelivered aircraft.

Article 11. Notices.

All notices required by this AGTA or by any applicable purchase agreement will be written in English, will be effective on the date of receipt, and will be delivered or transmitted by any customary means to the appropriate address or number listed below:

Customer Delivery or Federal Express Corporation
Courier: 3610 Hacks Cross Road

 Memphis TN 38125
 Attn: Senior Vice President,
Mail: Air Operations

 Federal Express Corporation
 3610 Hacks Cross Road
 Memphis TN 38125
 Attn: Senior Vice President,
 Air Operations

With a copy to:

 Federal Express Corporation
 Legal Department
 Attn: Vice President, Business
 Transactions and Risk Management
 3620 Hacks Cross Road

Facsimile: Memphis, TN 38125
Telephone: (901)434-9054
 (901)434-8440

Boeing	Delivery or Courier:	Boeing Commercial Airplanes 1901 Oakesdale Avenue S.W. Renton, Washington 98055 U.S.A.
		Attention: Vice President—Contracts Mail Code 21-34
	Mail:	Boeing Commercial Airplanes P.O. Box 3707 Seattle, Washington 98124-2207 U.S.A.
		Attention: Vice President—Contracts Mail Code 21-34
	Facsimile:	425 237-1706
	Telephone:	206 766-2400

Article 12. Miscellaneous.

12.1 Government Approval. Boeing and Customer will assist each other in obtaining any governmental consents or approvals required to effect certification and sale of aircraft under the applicable purchase agreement.

12.2 Headings. Article and paragraph headings used in this AGTA and in any purchase agreement are for convenient reference only and are not intended to affect the interpretation of this AGTA or any purchase agreement.

12.3 GOVERNING LAW. THIS AGTA AND ANY PURCHASE AGREEMENT WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, U.S.A., EXCEPT THAT WASHINGTON'S CHOICE OF LAW RULES SHALL NOT BE INVOKED FOR THE PURPOSE OF APPLYING THE LAW OF ANOTHER JURISDICTION.

12.4 Waiver/Severability. Failure by either party to enforce any provision of this AGTA or any purchase agreement will not be construed as a waiver. If any provision of this AGTA or any provision of any purchase agreement is held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the AGTA or the applicable purchase agreement will remain in effect.

12.5 Information Releases. Neither party will make a news release, publish articles, brochures, advertisements, issue prepared speeches or make any other information releases concerning this AGTA, or any Purchase Agreement entered into underneath this AGTA, without the prior written consent of the other party. Once such consent is obtained, the party making such disclosure will in each instance obtain the prior written approval of the other party concerning the exact test and timing of news releases, articles, brochures, advertisements, prepared speeches and other information releases concerning this AGTA or an applicable Purchase Agreement.

12.6 Customer's Data. The parties acknowledge that in conjunction with a Purchase Agreement under this AGTA, Customer may disclose to Boeing certain valuable, confidential and proprietary information. Accordingly, prior to such disclosure, Customer will notify Boeing in writing of the proprietary status of such data and Boeing will agree to protect Customer's interest in the data by not further disclosing the data to any other party without the prior written consent of the Customer.

12.7 Survival of Obligations. The Articles and Exhibits of this AGTA including but not limited to those relating to insurance, DISCLAIMER AND RELEASE and the EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES will survive termination or cancellation of any purchase agreement or part thereof.

12.8 AGTA Changes. The intent of the AGTA is to simplify the standard contracting process for terms and conditions which are related to the sale and purchase of all Boeing aircraft.

This AGTA has been mutually agreed to by the parties as of the date indicated below. From time to time the parties may elect, by mutual agreement to update, or modify the existing articles as written. If such changes are made, any existing executed Purchase Agreement(s) will be governed by the terms and conditions of the Revision level of the AGTA in effect on the date of the executed Purchase Agreement.

DATED AS OF November 7, 2006

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President—Aircraft Acquisitions/ SAO

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THE BOEING COMPANY

By /s/ R.C. Nelson

Its Attorney-In-Fact

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BOEING PROPRIETARY

EXHIBIT A

to

AIRCRAFT GENERAL TERMS AGREEMENT

AGTA-FED

between

THE BOEING COMPANY

and

FEDEX CORPORATION

BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT

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BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT

1. General.

Certain equipment to be installed in the Aircraft is furnished to Boeing by Customer at Customer's expense. This equipment is designated "Buyer Furnished Equipment" (BFE) and is listed in the Detail Specification. Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (BFE Document) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in sequence installation of BFE as described in the applicable Supplemental Exhibit to this Exhibit A in a purchase agreement at the time of aircraft purchase.

2. Supplier Selection.

Customer will:

2.1 Select and notify Boeing of the suppliers of BFE items by those dates appearing in Supplemental Exhibit BFE1 to the applicable purchase agreement at the time of aircraft purchase.

2.2 Meet with Boeing and such selected BFE suppliers promptly after such selection to:

 2.2.1 complete BFE configuration design requirements for such BFE; and

 2.2.2 confirm technical data submittal requirements for BFE certification.

3. Customer's Obligations.

Customer will:

3.1 comply with and cause the supplier to comply with the provisions of the BFE Document or BFE Report; including, without limitation,

 3.1.1 deliver technical data (in English) to Boeing as required to support installation and FAA certification in accordance with the schedule provided by Boeing or as mutually agreed upon during the BFE meeting referred to above;

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3.1.2 deliver BFE including production and/or flight training spares and BFE Aircraft Software to Boeing in accordance with the quantities, schedule, and other instructions provided therein; and

3.1.3 assure that all BFE Aircraft Software is delivered in compliance with Boeing's then-current Standards for Loadable Systems;

3.1.4 assure that all BFE parts are delivered to Boeing with appropriate quality assurance documentation;

3.2 authorize Boeing to discuss all details of the BFE directly with the BFE suppliers;

3.3 authorize Boeing to conduct or delegate to the supplier quality source inspection and supplier hardware acceptance of BFE at the supplier location;

3.3.1 require supplier's contractual compliance to Boeing defined quality assurance requirements, source inspection programs and supplier delegation programs, including availability of adequate facilities for Boeing resident personnel; and

3.3.2 assure that all BFE supplier's quality systems are approved to Boeing's then current standards for such systems;

3.4 obtain from supplier a non-exclusive, perpetual, royalty-free, irrevocable license for Boeing to copy BFE Aircraft Software. The license is needed to enable Boeing to load the software copies in (i) the aircraft's mass storage device (MSD), (ii) media (e.g., diskettes, CD-ROMs, etc.), (iii) the BFE hardware and/or (iv) an intermediate device or other media to facilitate copying of the BFE Aircraft Software into the aircraft's MSD, BFE hardware and/or media, including media as Boeing may deliver to Customer with the aircraft;

3.5 grant Boeing a license, extending the same rights set forth in paragraph 3.4 above, to copy: a) BFE Aircraft Software and data Customer has modified and/or b) other software and data Customer has added to the BFE Aircraft Software;

3.6 provide reasonably necessary field service representation at Boeing's facilities to support Boeing on all issues related to the installation and certification of BFE;

3.7 deal directly with all BFE suppliers to obtain overhaul data, provisioning data, related product support documentation and any warranty provisions applicable to the BFE;

3.8 work with Boeing and the BFE suppliers to resolve any difficulties, including defective equipment, that arise;

3.9 be responsible for modifying, adjusting and/or calibrating BFE as required for FAA approval and for all related expenses;

3.10 assure that a proprietary information agreement is in place between Boeing and BFE suppliers prior to Boeing providing any documentation to such suppliers,

3.11 warrant that the BFE will comply with all applicable FARs and the U.S. Food and Drug Administration (FDA) sanitation requirements for installation and use in the Aircraft at the time of delivery. Customer will be responsible for supplying any data and adjusting, calibrating, re-testing or updating such BFE and data to the extent necessary to obtain applicable FAA and FDA approval and shall bear the resulting expenses.

3.12 warrant that the BFE will meet the requirements of the Detail Specification; and

3.13 be responsible for providing equipment which is FAA certifiable at time of Aircraft delivery, or for obtaining waivers from the applicable regulatory agency for non-FAA certifiable equipment.

4. Boeing's Obligations.

Other than as set forth below, Boeing will provide for the installation of and install the BFE and obtain certification of the Aircraft with the BFE installed.

5. Nonperformance by Customer.

If Customer's nonperformance of obligations in this Exhibit or in the BFE Document causes a delay in the delivery of the Aircraft or causes Boeing to perform out-of-sequence or additional work, Customer will reimburse Boeing for all resulting expenses and be deemed to have agreed to any such delay in Aircraft delivery. In addition Boeing will have the right to:

5.1 provide and install specified equipment or suitable alternate equipment and increase the price of the Aircraft accordingly; and/or

5.2 deliver the Aircraft to Customer without the BFE installed.

6. Return of Equipment.

BFE not installed in the Aircraft will be returned to Customer in accordance with Customer's instructions and at Customer's expense.

7. Title and Risk of Loss.

7.1 With respect to Aircraft manufactured in the State of Washington, title to and risk of loss of BFE provided for such Aircraft will at all times remain with Customer or other owner. Boeing will have only such liability for BFE as a bailee for mutual benefit would have, but will not be liable for loss of use.

7.2 With respect to Aircraft manufactured in the State of California, Customer agrees to sell and Boeing agrees to purchase each item of BFE concurrently with its delivery to Boeing. A reasonable shipset price for the BFE shall be established with Customer. Customer and Boeing agree that the Aircraft Price will be increased by the amount of said shipset price and such amount will be included on Boeing's invoice at time of Aircraft delivery. Boeing's payment for the purchase of each shipset of BFE from Customer will be made at the time of delivery of the Aircraft in which the BFE is installed.

8. Interchange of BFE

To properly maintain Boeing's production flow and to preserve Boeing's delivery commitments, Boeing reserves the right, if necessary, due to equipment shortages or failures, to interchange new items of BFE acquired from or for Customer with new items of the same part numbers acquired from or for other customers of Boeing. Used BFE acquired from Customer or from other customers of Boeing will not be interchanged.

9. Indemnification of Boeing.

After transfer of title of the Aircraft, Customer hereby indemnifies and holds harmless Boeing from and against all claims and liabilities, including costs and expenses (including attorneys' fees) incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including any Aircraft, arising out of or in any way connected with any nonconformance or defect in any BFE and whether or not arising in tort or occasioned by the negligence of Boeing. This indemnity will not apply with respect to any nonconformance or defect caused solely by Boeing's installation of the BFE.

10. Patent Indemnity.

Customer hereby indemnifies and holds harmless Boeing from and against all claims, suits, actions, liabilities, damages and costs arising out of any actual or alleged infringement of any patent or other intellectual property rights by BFE or arising out of the installation, sale or use of BFE by Boeing.

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11. Definitions.

For the purposes of the above indemnities, the term "Boeing" includes The Boeing Company, its divisions, subsidiaries and affiliates, the assignees of each, and their directors, officers, employees and agents.

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BOEING PROPRIETARY

EXHIBIT B

to

AIRCRAFT GENERAL TERMS AGREEMENT

AGTA-FED

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

CUSTOMER SUPPORT DOCUMENT

This document contains:

Part 1: Maintenance and Flight Training Programs; Operations Engineering Support

Part 2: Field Services and Engineering Support Services

Part 3: Technical Information and Materials

Part 4: Alleviation or Cessation of Performance

Part 5: Protection of Proprietary Information and Proprietary Materials

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CUSTOMER SUPPORT DOCUMENT

PART 1: BOEING MAINTENANCE AND FLIGHT TRAINING PROGRAMS; OPERATIONS ENGINEERING SUPPORT

1. Boeing Training Programs.

1.1 Boeing will provide maintenance training and flight training programs to support the introduction of a specific model of aircraft into service. The training programs will consist of general and specialized courses and will be described in a Supplemental Exhibit to the applicable purchase agreement.

1.2 Boeing will conduct all training at Boeing's primary training facility for the model of aircraft purchased unless otherwise agreed.

1.3 All training will be presented in the English language. If translation is required, Customer will provide interpreters.

1.4 Customer will be responsible for all expenses of Customer's personnel. Boeing will transport Customer's personnel between their local lodging and Boeing's training facility.

2. Training Planning Conferences.

Customer and Boeing will conduct planning conferences approximately 12 months before the scheduled delivery month of the first aircraft of a model to define and schedule the maintenance and flight training programs.

3. Operations Engineering Support.

3.1 As long as an aircraft purchased by Customer from Boeing is operated by Customer in scheduled revenue service, Boeing will provide operations engineering support. Such support will include:

3.1.1 assistance with the analysis and preparation of performance data to be used in establishing operating practices and policies for Customer's operation of aircraft;

3.1.2 assistance with interpretation of, the minimum equipment list, the definition of, the configuration deviation list and the analysis of individual aircraft performance;

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- 3.1.3 assistance with solving operational problems associated with delivery and route-proving flights;
- 3.1.4 information regarding significant service items relating to aircraft performance or flight operations; and
- 3.1.5 if requested by Customer, Boeing will provide operations engineering support during an aircraft ferry flight.

4. Training at a Facility Other Than Boeing's.

If requested by Customer, Boeing will conduct the classroom portions of the maintenance and flight training (except for the Performance Engineer training courses) at a mutually acceptable alternate training site, subject to the following conditions:

4.1 Customer will provide acceptable classroom space, simulators (as necessary for flight training) and training equipment required to present the courses;

4.2 Customer will pay Boeing's then-current per diem charge for each Boeing instructor for each day, or fraction thereof, that the instructor is away from their home location, including travel time;

4.3 Customer will reimburse Boeing for the actual costs of round-trip transportation for Boeing's instructors and the shipping costs of training Materials between the primary training facility and the alternate training site;

4.4 Customer will be responsible for all taxes, fees, duties, licenses, permits and similar expenses incurred by Boeing and its employees as a result of Boeing's providing training at the alternate site or incurred as a result of Boeing providing revenue service training; and

4.5 Those portions of training that require the use of training devices not available at the alternate site will be conducted at Boeing's facility or at some other alternate site.

5. General Terms and Conditions.

5.1 Boeing flight instructor personnel will not be required to work more than 5 days per week, or more than 8 hours in any one 24-hour period, of which not more than 5 hours per 8-hour workday will be spent in actual flying. These foregoing restrictions will not apply to ferry assistance or revenue service training services, which will be governed by FAA rules and regulations.

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5.2 Normal Line Maintenance is defined as line maintenance that Boeing might reasonably be expected to furnish for flight crew training at Boeing's facility, and will include ground support and aircraft storage in the open, but will not include provision of spare parts. Boeing will provide Normal Line Maintenance services for any aircraft while the aircraft is used for flight crew training at Boeing's facility in accordance with the Boeing Maintenance Plan (Boeing document D6-82076) and the Repair Station Operation and Inspection Manual (Boeing document D6-25470). Customer will provide such services if flight crew training is conducted elsewhere. Regardless of the location of such training, Customer will be responsible for providing all maintenance items (other than those included in Normal Line Maintenance) required during the training, including, but not limited to, fuel, oil, landing fees and spare parts.

5.3 If the training is based at Boeing's facility, and the aircraft is damaged during such training, Boeing will make all necessary repairs to the aircraft as promptly as possible. Customer will pay Boeing's reasonable charge, including the price of parts and materials, for making the repairs. If Boeing's estimated labor charge for the repair exceeds \$25,000, Boeing and Customer will enter into an agreement for additional services before beginning the repair work.

5.4 If the flight training is based at Boeing's facility, several airports in surrounding states may be used, at Boeing's option. Unless otherwise agreed in the flight training planning conference, it will be Customer's responsibility to make arrangements for the use of such airports.

5.5 If Boeing agrees to make arrangements on behalf of Customer for the use of airports for flight training, Boeing will pay on Customer's behalf any landing fees charged by any airport used in conjunction with the flight training. At least 30 days before flight training, Customer will provide Boeing an open purchase order against which Boeing will invoice Customer for any landing fees Boeing paid on Customer's behalf. The invoice will be submitted to Customer approximately 60 days after flight training is completed, when all landing fee charges have been received and verified. Customer will pay to Boeing within 30 days of the date of the invoice.

5.6 If requested by Boeing, in order to provide the flight training or ferry flight assistance, Customer will make available to Boeing an aircraft after delivery to familiarize Boeing instructor or ferry flight crew personnel with such aircraft. If flight of the aircraft is required for any Boeing instructor or ferry flight crew member to maintain an FAA license for flight proficiency or landing currency, Boeing will be responsible for the costs of fuel, oil, landing fees and spare parts attributable to that portion of the flight.

5.7 If any part of the training described in Article 1.1 of this Exhibit is not used by Customer within 12 months after the delivery of the last aircraft under the relevant purchase agreement, Boeing will not be obligated to provide such training.

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CUSTOMER SUPPORT DOCUMENT

PART 2: FIELD AND ENGINEERING SUPPORT SERVICES

1. Field Service Representation.

Boeing will furnish field service representation to advise Customer with respect to the maintenance and operation of an aircraft (**Field Service Representatives**).

1.1 Field Service representation will be available at or near Customer's main maintenance or engineering facility beginning before the scheduled delivery month of the first aircraft and ending 12 months after delivery of the last aircraft covered by a specific purchase agreement.

1.2 Customer will provide, at no charge to Boeing, suitable furnished office space and office equipment at the location where Boeing is providing Field Service Representatives. As required, Customer will assist each Field Service Representative with visas, work permits, customs, mail handling, identification passes and formal introduction to local airport authorities.

1.3 Boeing Field Service Representatives are assigned to various airports around the world. Whenever Customer's aircraft are operating through any such airport, the services of Boeing's Field Service Representatives are available to Customer.

2. Engineering Support Services.

Boeing will, if requested by Customer, provide technical advisory assistance for any aircraft and Boeing Product (as defined in Part I of Exhibit C). Technical advisory assistance, provided from the Seattle area or at a base designated by Customer as appropriate, will include:

2.1 Operational Problem Support. If Customer experiences operational problems with an aircraft, Boeing will analyze the information provided by Customer to determine the probable nature and cause of the problem and to suggest possible solutions.

2.2 Schedule Reliability Support. If Customer is not satisfied with the schedule reliability of a specific model of aircraft, Boeing will analyze information provided by Customer to determine the nature and cause of the problem and to suggest possible solutions.

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2.3 Maintenance Cost Reduction Support. If Customer is concerned that actual maintenance costs of a specific model of aircraft are excessive, Boeing will analyze information provided by Customer to determine the nature and cause of the problem and to suggest possible solutions.

2.4 Aircraft Structural Repair Support. If Customer is designing structural repairs and desires Boeing's support, Boeing will analyze and comment on Customer's engineering releases relating to structural repairs not covered by Boeing's Structural Repair Manual.

2.5 Aircraft Modification Support. If Customer is designing aircraft modifications and requests Boeing's support, Boeing will analyze and comment on Customer's engineering proposals for changes in, or replacement of, systems, parts, accessories or equipment manufactured to Boeing's detailed design. Boeing will not analyze or comment on any major structural change unless Customer's request for such analysis and comment includes complete detailed drawings, substantiating information (including any information required by applicable government agencies), all stress or other appropriate analyses, and a specific statement from Customer of the substance of the review and the response requested.

2.6 Facilities, Ground Equipment and Maintenance Planning Support. Boeing will, at Customer's request, evaluate Customer's technical facilities, tools and equipment for servicing and maintaining aircraft, to recommend changes where necessary and to assist in the formulation of an initial maintenance plan for the introduction of the aircraft into service.

2.7 Post-Delivery Service Support. Boeing will, at Customer's request, perform work on an aircraft after delivery but prior to the initial departure flight or upon the return of the aircraft to Boeing's facility prior to completion of that flight. In that event the following provisions will apply.

2.7.1 Boeing may rely upon the commitment authority of the Customer's personnel requesting the work.

2.7.2 As title and risk of loss has passed to Customer, the insurance provisions of Article 8.2 of the AGTA apply.

2.7.3 The provisions of the Boeing Warranty in Part 2 of Exhibit C of this AGTA apply.

2.7.4 Customer will pay Boeing for requested work not covered by the Boeing Warranty, if any.

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2.7.5 The DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of this AGTA apply.

2.8 Additional Services. Boeing may, at Customer's request, provide additional services for an aircraft after delivery, which may include, but not be limited to, retrofit kit changes (kits and/or information), training, flight services, maintenance and repair of aircraft. Such additional services will be subject to a mutually acceptable price, schedule, scope of work and other applicable terms and conditions. The DISCLAIMER AND RELEASE and the EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of this AGTA and the insurance provisions in Article 8.2 of this AGTA will apply to any such work. Title to and risk of loss of any such aircraft will always remain with Customer.

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CUSTOMER SUPPORT DOCUMENT

PART 3: TECHNICAL INFORMATION AND MATERIALS

1. General.

Materials are defined as any and all items that are created by Boeing or a third party, which are provided directly or indirectly from Boeing and serve primarily to contain, convey or embody information. Materials may include either tangible embodiments (for example, documents or drawings), or intangible embodiments (for example, software and other electronic forms) of information but excludes Aircraft Software. **Aircraft Software** is defined as software that is installed on and used in the operation of the aircraft.

Boeing will furnish to Customer certain Materials to support the maintenance and operation of the aircraft at no additional charge to Customer, except as otherwise provided herein. Such Materials will, if applicable, be prepared generally in accordance with Air Transport Association of America (ATA) Specification No. 100, entitled "Specification for Manufacturers' Technical Data". Materials will be in English and in the units of measure used by Boeing to manufacture an aircraft.

Digitally-produced Materials will, if applicable, be prepared generally in accordance with ATA Specification No. 2100, dated January 1994, "Digital Data Standards for Aircraft Support."

2. Materials Planning Conferences.

Customer and Boeing will conduct planning conferences approximately 12 months before the scheduled delivery month of the first aircraft of a model in order to mutually determine the proper format and quantity of Materials to be furnished to Customer in support of the aircraft.

When available, Customer may select one Boeing digital format as the delivery medium. Should a Boeing digital format not be chosen, Customer may select a reasonable quantity of printed and 16mm microfilm formats, with the exception of the Illustrated Parts Catalog, which will be provided in one selected format only.

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3. Information and Materials—Incremental Increase.

Until one year after the month of delivery of the last aircraft covered by a specific purchase agreement, Customer may annually request in writing a reasonable increase in the quantity of Materials with the exception of microfilm master copies, digital formats, and others for which a specified number of copies are provided. Boeing will provide the additional quantity at no additional charge beginning with the next normal revision cycle. Customer may request a decrease in revision quantities at any time.

4. Advance Representative Copies.

All advance representative copies of Materials will be selected by Boeing from available sources. Such advance copies will be for advance planning purposes only.

5. Customized Materials.

All customized Materials will reflect the configuration of each aircraft as delivered.

6. Revisions.

6.1 Revision Service. Boeing will provide revisions free of charge to certain Materials to be identified in the planning conference conducted for a specific model of aircraft, reflecting changes developed by Boeing, as long as Customer operates an aircraft of that model.

6.2 Revisions Based on Boeing Service Bulletin Incorporation. If Boeing receives written notice that Customer intends to incorporate, or has incorporated, any Boeing service bulletin in an aircraft, Boeing will at no charge issue revisions to Materials with revision service reflecting the effects of such incorporation into such aircraft.

7. Supplier Technical Data.

7.1 For supplier-manufactured programmed airborne avionics components and equipment classified as Seller Furnished Equipment (**SFE**) or Seller Purchased Equipment (**SPE**) or Buyer Designated Equipment (**BDE**) which contain computer software designed and developed in accordance with Radio Technical Commission for Aeronautics Document No. RTCA/DO-178 dated January 1982, No. RTCA/DO-178A dated March 1985, or later as available, Boeing will request that each supplier of the components and equipment make software documentation available to Customer.

7.2 The provisions of this Article will not be applicable to items of BFE.

7.3 Boeing will furnish to Customer a document identifying the terms and conditions of the product support agreements between Boeing and its suppliers requiring the suppliers to fulfill Customer's requirements for information and services in support of the specific model of aircraft.

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8. Buyer Furnished Equipment Data.

Boeing will incorporate BFE information into the customized Materials providing Customer makes the information available to Boeing at least nine months prior to the scheduled delivery month of Customer's first aircraft of a specific model. Customer agrees to furnish the information in Boeing standard digital format if Materials are to be delivered in Boeing standard digital format.

9. Materials Shipping Charges.

Boeing will pay the reasonable transportation costs of the Materials. Customer is responsible for any customs clearance charges, duties, and taxes.

10. Customer's Shipping Address.

The Materials furnished to Customer hereunder are to be sent to a single address to be specified. Customer will promptly notify Boeing of any change to the address.

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CUSTOMER SUPPORT DOCUMENT

PART 4: ALLEVIATION OR CESSATION OF PERFORMANCE

Boeing will not be required to provide any Materials, services, training or other things at a facility designated by Customer if any of the following conditions exist:

1. a labor stoppage or dispute in progress involving Customer;
2. wars or warlike operations, riots or insurrections in the country where the facility is located;
3. any condition at the facility which, in the opinion of Boeing, is detrimental to the general health, welfare or safety of its personnel or their families;
4. the United States Government refuses permission to Boeing personnel or their families to enter into the country where the facility is located, or recommends that Boeing personnel or their families leave the country; or
5. the United States Government refuses permission to Boeing to deliver Materials, services, training or other things to the country where the facility is located.

After the location of Boeing personnel at the facility, Boeing further reserves the right, upon the occurrence of any of such events, to immediately and without prior notice to Customer relocate its personnel and their families.

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CUSTOMER SUPPORT DOCUMENT

PART 5: PROTECTION OF PROPRIETARY INFORMATION AND PROPRIETARY MATERIALS

1. General.

All Materials provided by Boeing to Customer and not covered by a Boeing CSGTA or other agreement between Boeing and Customer defining Customer's right to use and disclose the Materials and included information will be covered by, and subject to the terms of this AGTA. Title to all Materials containing, conveying or embodying confidential, proprietary or trade secret information (Proprietary Information) belonging to Boeing or a third party (Proprietary Materials), will at all times remain with Boeing or such third party. Customer will treat all Proprietary Materials and all Proprietary Information in confidence and use and disclose the same only as specifically authorized in this AGTA.

2. License Grant.

Boeing grants to Customer a worldwide, non-exclusive, non-transferable license to use and disclose Proprietary Materials in accordance with the terms and conditions of this AGTA. Customer is authorized to make copies of Materials (except for Materials bearing the copyright legend of a third party), and all copies of Proprietary Materials will belong to Boeing and be treated as Proprietary Materials under this AGTA. Customer will preserve all proprietary legends, and all copyright notices on all Materials and insure the inclusion of those legends and notices on all copies.

3. Use of Proprietary Materials and Proprietary Information.

Customer is authorized to use Proprietary Materials and Proprietary Information for the purpose of: (a) operation, maintenance, repair, or modification of Customer's aircraft for which the Proprietary Materials and Proprietary Information have been specified by Boeing and (b) development and manufacture of training devices and maintenance tools for use by Customer.

4. Providing of Proprietary Materials to Contractors.

Customer is authorized to provide Proprietary Materials to Customer's contractors for the sole purpose of maintenance, repair, or modification of Customer's aircraft for which the Proprietary Materials have been specified by Boeing. In addition, Customer may provide Proprietary Materials to Customer's contractors for the sole purpose of

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developing and manufacturing training devices and maintenance tools for Customer's use. Before providing Proprietary Materials to its contractor, Customer will first obtain a written agreement from the contractor by which the contractor agrees (a) to use the Proprietary Materials only on behalf of Customer, (b) to be bound by all of the restrictions and limitations of this Part 5, and (c) that Boeing is a third party beneficiary under the written agreement. Customer agrees to provide copies of all such written agreements to Boeing upon request and be liable to Boeing for any breach of those agreements by a contractor. A sample agreement acceptable to Boeing is attached as Appendix VII.

5. Providing of Proprietary Materials and Proprietary Information to Regulatory Agencies

When and to the extent required by a government regulatory agency having jurisdiction over Customer or an aircraft, Customer is authorized to provide Proprietary Materials and to disclose Proprietary Information to the agency for use in connection with Customer's operation, maintenance, repair, or modification of such aircraft. Customer agrees to take all reasonable steps to prevent the agency from making any distribution, disclosure, or additional use of the Proprietary Materials and Proprietary Information provided or disclosed. Customer further agrees to notify Boeing immediately upon learning of any (a) distribution, disclosure, or additional use by the agency, (b) request to the agency for distribution, disclosure, or additional use, or (c) intention on the part of the agency to distribute, disclose, or make additional use of Proprietary Materials or Proprietary Information.

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EXHIBIT C

to

AIRCRAFT GENERAL TERMS AGREEMENT

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between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

PRODUCT ASSURANCE DOCUMENT

This document contains:

- Part 1: Exhibit C Definitions
- Part 2: Boeing Warranty
- Part 3 Boeing Service Life Policy
- Part 4: Supplier Warranty Commitment
- Part 5: Boeing Interface Commitment
- Part 6: Boeing Indemnities against Patent and Copyright Infringement

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PRODUCT ASSURANCE DOCUMENT

PART 1: EXHIBIT C DEFINITIONS

Authorized Agent—Agent appointed by Customer to perform corrections and to administer warranties (see Appendix VI to the AGTA for a form acceptable to Boeing).

Average Direct Hourly Labor Rate—the average hourly rate (excluding all fringe benefits, premium-time allowances, social charges, business taxes and the like) paid by Customer to its Direct Labor employees.

Boeing Product—any system, accessory, equipment, part or Aircraft Software that is manufactured by Boeing or manufactured to Boeing's detailed design with Boeing's authorization.

Correct(s)—to repair, modify, provide modification kits or replace with a new product.

Correction—a repair, a modification, a modification kit or replacement with a new product.

Corrected Boeing Product—a Boeing Product which is free of defect as a result of a Correction.

Direct Labor—Labor spent by Customer's direct labor employees to access, remove, disassemble, modify, repair, inspect and bench test a defective Boeing Product, and to reassemble, reinstall a Corrected Boeing Product and perform final inspection and testing.

Direct Materials—Items such as parts, gaskets, grease, sealant and adhesives, installed or consumed in performing a Correction, excluding allowances for administration, overhead, taxes, customs duties and the like.

Rogue Unit—A Boeing Product, on which an unscheduled removal due to breach of warranty occurs three (3) or more times both (i) within the warranty period and (ii) within either twelve (12) consecutive months or one thousand (1,000) consecutive operating hours.

Service Life Policy (SLP) Component/Item Any primary structural element (excluding industry standard parts), such as landing gear, wing, fuselage, vertical, or horizontal stabilizer, listed in the applicable purchase agreement for a specific model of aircraft, either installed in the aircraft at the time of delivery or purchased from Boeing by Customer as a spare part. The detailed (SLP) Component/Item list is contained in Supplemental Exhibit SLP1 to the applicable Purchase Agreement.

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Specification Control Drawing (SCD)—a Boeing document defining specifications for certain Supplier Products.

Supplier—the manufacturer of a Supplier Product.

Supplier Product—any system, accessory, equipment, part or Aircraft Software that is not manufactured to Boeing's detailed design. This includes but is not limited to parts manufactured to a SCDrawing, all standards, and other parts obtained from non-Boeing sources.

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PRODUCT ASSURANCE DOCUMENT

PART 2: BOEING WARRANTY

1. Applicability.

This warranty applies to all Boeing Products. Warranties applicable to Supplier Products are in Part 4. Warranties applicable to engines will be provided by Supplemental Exhibits to individual purchase agreements.

2. Warranty.

2.1 Coverage. Boeing warrants that at the time of delivery:

- (i) the aircraft will conform to the Detail Specification except for portions stated to be estimates, approximations or design objectives;
- (ii) all Boeing Products will be free from defects in material, process of manufacture and workmanship, including the workmanship utilized to install Supplier Products, engines and BFE, and;
- (iii) all Boeing Products will be free from defects in design, including selection of materials and the process of manufacture, in view of the state of the art at the time of design

2.2 Exceptions. The following conditions do not constitute a defect under this warranty:

- (i) conditions resulting from normal wear and tear;
- (ii) conditions resulting from acts or omissions of Customer; and
- (iii) conditions resulting from failure to properly service and maintain a Boeing Product.

3. Warranty Periods.

3.1 Warranty. The warranty period begins on the date of aircraft, or Boeing Product, delivery (Delivery) and ends 48 months after Delivery.

3.2 Warranty on Corrected Boeing Products. The warranty period applicable to a Corrected Boeing Product shall begin on the date of delivery of the Corrected Boeing Product or date of delivery of the kit or kits furnished to Correct the Boeing Product and shall be for the period specified immediately below:

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- (i) For Corrected Boeing Products which have been Corrected because of a defect in material, the applicable warranty period is the remainder of the initial warranty period for the defective Boeing Product.
 - (ii) For Corrected Boeing Products which have been Corrected because of defect in workmanship, the applicable warranty period is the remainder of the initial warranty or 12 months following the date of delivery of the Corrected Boeing Product, whichever is longer.
 - (iii) For Corrected Boeing Products which have been Corrected because of a defect in design, the applicable warranty period is 18 months or the remainder of the initial warranty period, whichever is longer.

3.3 Survival of Warranties. All warranty periods are stated above. The Performance Guarantees will not survive delivery of the aircraft.

4. Remedies.

4.1 Correction Options. Customer may, at its option, either perform a Correction of a defective Boeing Product or return the Boeing Product to Boeing for Correction. During the warranty period, Boeing will not charge Customer for tests on Boeing Products returned to Boeing for Correction on which Boeing is unable to confirm the failure claimed, provided:

- (i) Boeing's written instructions were followed by the Customer for testing the Boeing Product prior to its return to Boeing, and
- (ii) Customer's claim includes all applicable documentation of such tests with the returned Boeing Product, including but not limited to: Central Maintenance Computer (CMC), Flight Maintenance Computer System, (FMCS), Flight Isolation Manual (FIM), Engine Indicating and Crew Alerting System (EICAS) or Built In Test Equipment (BITE) messages.

4.2 Warranty Inspections. In addition to the remedies to Correct defects in Boeing Products described in Article 7.3, below, Boeing will reimburse Customer for the cost of Direct Labor to perform certain inspections of the aircraft to determine the occurrence of a condition Customer has claimed and Boeing has identified as a covered defect, provided the inspections are recommended by a service bulletin or service letter issued by Boeing during the warranty period.

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Such reimbursement will not apply to any inspections performed after a Correction is available to Customer and Customer has had a reasonable time to incorporate the Correction, given the Customer's fleet size and maintenance schedule.

4.3 Rogue Units.

4.3.1 Upon written request, Boeing will lend Customer at no charge an interchangeable Boeing Product in exchange for a Rogue Unit. Within ten (10) calendar days of its receipt of the loaned Boeing Product, Customer will ship the Rogue Unit to Boeing. Customer will provide with the Rogue Unit verification of the following requirements:

- (i) The removed Boeing Product failed three (3) times within twelve (12) consecutive months or one thousand (1000) consecutive operating hours during the warranty period following initial delivery,
- (ii) Removals were performed in compliance with flight or maintenance manuals approved by the FAA or the comparable regulatory agency for the country in which the aircraft is registered, and
- (iii) Any Corrections or tests to the Boeing Product were performed by Customer according to the latest revision of the Boeing Component Maintenance Manual (CMM), according to written instructions from Boeing, or by Boeing.

4.3.2 Upon receipt of a Rogue Unit and the required verifications, Boeing will, at no-charge to Customer, either replace the Rogue Unit with a new Boeing Product or, if otherwise agreed, allow Customer to retain the loaned, Boeing Product.

5. Discovery and Notice.

5.1 For notice to be effective:

- (i) the defect, failure or in-service problem must be discovered during the warranty period; and
- (ii) Boeing Warranty must receive written notice of the discovery no later than 180 days after expiration of the warranty period. The notice must include sufficient information to substantiate the claim.

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5.2 Receipt of Customer's or its Authorized Agent's notice of the discovery of a defect secures Customer's rights to remedies under this Exhibit C, even though a Correction is performed after the expiration of the warranty period.

5.3 Once Customer has given valid notice of the discovery of a defect, a claim will be submitted as soon as practicable after performance of the Correction.

5.4 Boeing may release service bulletins or service letters advising Customer of the availability of certain warranty remedies. When such advice is provided, Customer will be deemed to have fulfilled the requirements for discovery of the defect or failure and submittal of notice under this Exhibit C as of the in-warranty date specified in industry support information in a service bulletin or service letter

6. Filing a Claim.

6.1 Authority to File. Claims may be filed by Customer or its Authorized Agent. Appointment of an Authorized Agent will only be effective upon Boeing's receipt of the Authorized Agent's express written agreement, in a form satisfactory to Boeing, to be bound by and to comply with all applicable terms and conditions of this Aircraft General Terms Agreement.

6.2 Claim Information.

6.2.1 Claimant is responsible for providing sufficient information to substantiate Customer's rights to remedies under this Exhibit C. Boeing may reject a claim for lack of sufficient information. At a minimum, such information must include:

- (i) identity of claimant;
- (ii) serial or block number of the aircraft on which the defective Boeing Product was delivered;
- (iii) part number and nomenclature of the defective Boeing Product;
- (iv) purchase order number and date of delivery of the defective spare part;
- (v) description and substantiation of the defect;
- (vi) date the defect was discovered;
- (vii) date the Correction was completed;

- (viii) the total flight hours or cycles accrued, if applicable;
- (ix) an itemized account of direct labor hours expended in performing the Correction; and
- (x) an itemized account of any direct materials incorporated in the Correction.

6.2.2 Additional information may be required based on the nature of the defect and the remedies requested.

6.3 Boeing Claim Processing.

6.3.1 Any claim for a Boeing Product returned by Customer or its Authorized Agent to Boeing for Correction must accompany the Boeing Product. Any claim not associated with the return of a Boeing Product must be submitted signed and in writing directly by Customer or its Authorized Agent to Boeing Warranty by any of the methods identified in Article 11, "Notice," of the AGTA or through an internet portal and process specified by Boeing.

6.3.2 Boeing will promptly review the claim and will give notification of claim approval or rejection. If the claim is rejected, Boeing will provide a written explanation.

7. Corrections Performed by Customer or Its Authorized Agent.

7.1 Facilities Requirements. Provided Customer, its Authorized Agent or its third party contractor, as appropriate, are certified by the appropriate Civil Aviation Authority or Federal Aviation Authority, Customer or its Authorized Agent may, at its option, Correct defective Boeing Products at its facilities or may subcontract Corrections to a third party contractor.

7.2 Technical Requirements. All Corrections done by Customer, its Authorized Agent or a third party contractor must be performed in accordance with Boeing's applicable service manuals, bulletins or other written instructions, using parts and materials furnished or approved by Boeing.

7.3 Reimbursement.

7.3.1 Boeing will reimburse Customer's reasonable costs of Direct Materials and Direct Labor by credit memorandum (excluding labor hours expended for overhaul) at Customer's Warranty Labor Rate to Correct a defective Boeing Product. Claims for reimbursement must contain sufficient information to substantiate Direct Labor hours expended and Direct Materials consumed.

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Customer or its Authorized Agent may be required to produce invoices for materials.

7.3.2 Customer's established Warranty Labor Rate will be the greater of the standard labor rate or 150% of Customer's Average Direct Hourly Labor Rate. The standard labor rate paid by Boeing to its customers is established and published annually. Prior to or concurrently with submittal of Customer's first claim for Direct Labor reimbursement, Customer may notify Boeing of Customer's then-current Average Direct Hourly Labor Rate and thereafter notify Boeing of any material change in such rate. Boeing will require information from Customer to substantiate such rates.

7.3.3 Reimbursement for Direct Labor hours to perform Corrections stated in a service bulletin will be based on the labor estimates in the service bulletin.

7.3.4 Boeing will provide to Customer a single, lump sum credit memorandum for Customer's Direct Labor hours expended to incorporate the Corrections (other than of random anomalies) identified in service bulletins and service letters in all in-warranty aircraft covered by such service bulletins or service letters after Customer's submission of a warranty claim and verification of the incorporation of such Corrections with respect to the first affected in-warranty aircraft. Such credit memoranda will not be provided in response to any other requests for reimbursement including, without limitation, those arising out of program letters or other special offers provided by Boeing.

7.3.5 Boeing will reimburse Customer's freight charges associated with a Correction of a defect on a Boeing Product performed by its Authorized Agent or a third party contractor, including but not limited to, kits provided to Customer at no additional cost.

7.3.6 **Maximum Reimbursement**. Unless previously agreed in writing, the maximum reimbursement for Direct Labor and Direct materials for repair of a defective Boeing Product will not exceed 65% of Boeing's then-current sales price for a new replacement Boeing Product. Inspection, removal, reinstallation labor, final testing, inspection and transportation costs are separate and are not to be included in the cost elements used to determine the 65% limit. By mutual agreement between Customer and Boeing, Boeing may provide a replacement Product to Customer in lieu of credit reimbursement.

7.4 Disposition of Defective Boeing Products Beyond Economical Repair.

7.4.1 A defective Boeing Product found to be beyond economical repair (see Para. 7.3.6) will be retained for a period of 30 days from the date Boeing receives Customer's claim. During the 30 day period, Boeing may request return of such Boeing Products for inspection and confirmation of a defect.

7.4.2 After the 30 day period, a defective Boeing Product with a value of U.S. \$4,000 or less may be scrapped without notification to Boeing. Boeing will reimburse Customer or its Authorized Agent for the charge for any item determined to be defective under this Aircraft General Terms Agreement. If such Boeing Product has a value greater than U.S. \$4,000, Customer must obtain confirmation of unrepairability by Boeing's on-site Customer Services Representative prior to scrapping. Confirmation may be in the form of the Representative's signature on Customer's claim or through direct communication between the Representative and Boeing Warranty.

8. Corrections Performed by Boeing.

8.1 Freight Charges. Customer or its Authorized Agent will pre-pay freight charges to return a Boeing Product to Boeing. If during the period of the applicable warranty Boeing determines the Boeing Product to be defective, Boeing will pre-pay shipping charges to return the Corrected Boeing Product. Boeing will reimburse Customer or its Authorized Agent for freight charges for Boeing Products returned to Boeing for Correction and determined to be defective.

8.2 Customer Instructions. The documentation shipped with the returned defective Boeing Product may include specific technical instructions for additional work to be performed on the Boeing Product. The absence of such instructions will evidence Customer's authorization for Boeing to perform all necessary Corrections and work required to return the Boeing Product to a serviceable condition.

8.3 Correction Time Objectives.

8.3.1 Boeing's objective for making Corrections is 10 working days for avionics and electronic Boeing Products, 30 working days for Corrections of other Boeing Products performed at Boeing's facilities and 40 working days for Corrections of other Boeing Products performed at a Boeing subcontractor's facilities. The objectives are measured from the date Boeing receives the defective Boeing Product and a valid claim to the date Boeing ships the Corrected Boeing Product.

8.3.2 If Customer has a critical parts shortage because Boeing has exceeded a Correction time objective and Customer has procured spare Boeing Products for the defective or failed Boeing Product in quantities shown in Boeing's Recommended Spare Parts List, then Boeing will either expedite the Correction or provide an interchangeable Boeing Product, on a no charge loan basis, until the Corrected Boeing Product is returned.

8.4 Title Transfer and Risk of Loss.

8.4.1 Title to and risk of loss of any Boeing Product returned to Boeing will at all times remain with Customer or any other title holder of such Boeing Product. While Boeing has possession of the returned Boeing Product, Boeing will have only such liabilities as a bailee for mutual benefit would have but will not be liable for loss of use.

8.4.2 If a Correction requires shipment of a new Boeing Product, then at the time Boeing ships the new Boeing Product, title to and risk of loss for the returned Boeing Product will pass to Boeing, and title to and risk of loss for the new Boeing Product will pass to Customer.

9. Returning an Aircraft.

9.1 Conditions. An aircraft may be returned to Boeing's facilities for Correction only if:

- (i) Boeing and Customer agree a covered defect exists;
- (ii) Customer lacks access to adequate facilities, equipment or qualified personnel to perform the Correction; and
- (iii) it is not practical, in Boeing's estimation, to dispatch Boeing personnel to perform the Correction at a remote site.

9.2 Correction Costs. Boeing will perform the Correction at no charge to Customer. Subject to the conditions of Article 9.1, Boeing will reimburse Customer for the costs of fuel, oil, other required fluids and landing fees incurred in ferrying the aircraft to Boeing and back to Customer's facilities. Customer will minimize the length of both flights.

9.3 Separate Agreement. Prior to the return of an aircraft to Boeing, Boeing and Customer will enter into a separate agreement covering return of the aircraft and performance of the Correction. Authorization by Customer for Boeing to perform additional work that is not part of the Correction must be received within 24 hours of Boeing's request. If such authorization is not received within 24 hours, Customer will be invoiced for work performed by Boeing that is not part of the Correction.

10. Insurance.

The provisions of Article 8.2 "Insurance", of this AGTA, will apply to any work performed by Boeing in accordance with Customer's specific technical instructions to the extent any legal liability of Boeing is based upon the content of such instructions.

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BOEING PROPRIETARY

11. Disclaimer and Release; Exclusion of Liabilities.

11.1 **DISCLAIMER AND RELEASE**. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND THE REMEDIES OF CUSTOMER IN THIS EXHIBIT C ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT, INCLUDING, BUT NOT LIMITED TO:

- (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
- (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING; AND
- (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT.

11.2 **EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES**. BOEING WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING, OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT.

11.4 **Definitions**. For the purpose of this Article, “BOEING” or “Boeing” is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each, and their respective directors, officers, employees and agents.

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BOEING PROPRIETARY

PRODUCT ASSURANCE DOCUMENT

PART 3: BOEING SERVICE LIFE POLICY

1. Definitions.

Service Life Policy (SLP) Component/Item—any of the primary structural elements (excluding industry standard parts), such as landing gear, wing, fuselage, vertical or horizontal stabilizer, listed in the applicable purchase agreement for a specific model of aircraft, either installed in the aircraft at time of delivery or purchased from Boeing by Customer as a spare part. The detailed SLP Component listing will be in Supplemental Exhibit SLP1 to each Purchase Agreement.

2. Service Life Policy.

2.1 **SLP Commitment.** If a failure is discovered in a SLP Component/Item within the time periods specified in Article 2.2 below, Boeing will provide Customer a replacement SLP Component/Item at the price calculated pursuant to Article 3.1, below. If requested by Customer as an alternative remedy, Boeing will reimburse Customer in accordance with the provisions of Exhibit C, Part 2, Article 7.3, for Direct Labor and Direct Material for repair of a failed SLP Component/Item an amount not to exceed the difference between Boeing's then current spare parts price for such SLP Component/Item and the price determined pursuant to Article 3, below.

2.2 SLP Policy Periods.

2.2.1 The policy period for SLP Components initially installed on an aircraft is 12 years after the date of delivery of the aircraft except that for SLP Components initially installed on a 787 aircraft the policy period is 15 years after the date of delivery of the aircraft.

2.2.2 The policy period for SLP Components purchased from Boeing by Customer as spare parts is 12 years from delivery of such SLP Component or 12 years from the date of delivery of the last aircraft produced by Boeing of a specific model, whichever first expires.

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3. Price.

The price Customer will pay for replacement of a failed SLP Component/Item will be calculated pursuant to the following formula:

$$P = \frac{CT}{144}$$

where:

P = price to Customer for the replacement part

C = SLP Component sales price at time of replacement

T = total age in months of the failed SLP Component from the date of delivery to Customer to the date of discovery of such condition.

4. Conditions.

Boeing's obligations under this Part 3 of Exhibit C, "Boeing Service Life Policy," (Policy) are conditioned upon the following:

4.1 Customer must notify Boeing in writing of the failure within three months after it is discovered.

4.2 Customer must provide reasonable evidence that the claimed failure is covered by this Policy and if requested by Boeing, that such failure was not the result of:

- (i) a defect or failure in a component not covered by this Policy,
- (ii) an extrinsic force,
- (iii) an act or omission of Customer, or
- (iv) operation or maintenance contrary to applicable governmental regulations or Boeing's instructions.

4.3 If return of a failed SLP Component/Item is practicable and requested by Boeing, Customer will return such SLP Component/Item to Boeing at Boeing's expense.

4.4 Customer's rights and remedies under this Policy are limited to the receipt of a Correction pursuant to Article 2 above.

5. Disclaimer and Release; Exclusion of Liabilities.

This Part 3 and the rights and remedies of Customer and the obligations of Boeing are subject to the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions of Article 11 of Part 2 of this Exhibit C.

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BOEING PROPRIETARY

PRODUCT ASSURANCE DOCUMENT

PART 4: SUPPLIER WARRANTY COMMITMENT

1. Supplier Warranties and Supplier Patent and Copyright Indemnities.

Boeing will use commercially reasonable efforts to obtain warranties and indemnities against patent and copyright infringement enforceable by Customer from Suppliers of Supplier Products (except for BFE and engines) installed on the aircraft at the time of delivery that were selected and purchased by Boeing, but not manufactured to Boeing's detailed design. Boeing will furnish copies of the warranties and patent and copyright indemnities to Customer contained in Supplier Product Support and Assurance Agreements, prior to the scheduled delivery month of the first aircraft under the initial purchase agreement to the AGTA.

2. Boeing Assistance in Administration of Supplier Warranties.

Customer will be responsible for submitting warranty claims directly to Suppliers; however, if Customer experiences problems enforcing any Supplier warranty obtained by Boeing for Customer, Boeing will conduct an investigation of the problem and assist Customer in the resolution of those claims.

3. Boeing Support in Event of Supplier Default.

3.1 If the Supplier defaults in the performance of a material obligation under its warranty, and Customer provides evidence to Boeing that a default has occurred, then Boeing will furnish the equivalent warranty terms as provided by the defaulting Supplier.

3.2 At Boeing's request, Customer will assign to Boeing, and Boeing will be subrogated to, its rights against the Supplier provided by the Supplier warranty.

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BOEING PROPRIETARY

PRODUCT ASSURANCE DOCUMENT

PART 5: BOEING INTERFACE COMMITMENT

1. Interface Problems.

An Interface Problem is defined as a technical problem in the operation of an aircraft or its systems experienced by Customer, the cause of which is not readily identifiable by Customer but which Customer believes to be attributable to either the design characteristics of the aircraft or its systems or the workmanship used in the installation of Supplier Products. In the event Customer experiences an Interface Problem, Boeing will, without additional charge to Customer, promptly conduct an investigation and analysis to determine the cause or causes of the Interface Problem. Boeing will promptly advise Customer at the conclusion of its investigation of Boeing's opinion as to the causes of the Interface Problem and Boeing's recommendation as to corrective action.

2. Boeing Responsibility.

If Boeing determines that the Interface Problem is primarily attributable to the design or installation of any Boeing Product, Boeing will Correct the design or workmanship to the extent of any then-existing obligations of Boeing under the provisions of the applicable Boeing Warranty.

3. Supplier Responsibility.

If Boeing determines that the Interface Problem is primarily attributable to the design or installation of a Supplier Product, Boeing will assist Customer in processing a warranty claim against the Supplier.

4. Joint Responsibility.

If Boeing determines that the Interface Problem is partially attributable to the design or installation of a Boeing Product and partially to the design or installation of a Supplier Product, Boeing will seek a solution to the Interface Problem through the cooperative efforts of Boeing and the Supplier and will promptly advise Customer of the resulting corrective actions and recommendations.

5. General.

Customer will, if requested by Boeing, assign to Boeing any of its rights against any supplier as Boeing may require to fulfill its obligations hereunder.

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BOEING PROPRIETARY

6. Disclaimer and Release; Exclusion of Liabilities.

This Part 5 and the rights and remedies of Customer and the obligations of Boeing herein are subject to the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions of Article 11 of Part 2 of this Exhibit C.

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BOEING PROPRIETARY

PRODUCT ASSURANCE DOCUMENT

PART 6: BOEING INDEMNITIES AGAINST PATENT AND COPYRIGHT INFRINGEMENT

1. Indemnity Against Patent Infringement.

Boeing will defend and indemnify Customer with respect to all claims, suits and liabilities arising out of any actual or alleged patent infringement through Customer's use, lease or resale of any aircraft or any Boeing Product installed on an aircraft at delivery.

2. Indemnity Against Copyright Infringement.

Boeing will defend and indemnify Customer with respect to all claims, suits and liabilities arising out of any actual or alleged copyright infringement through Customer's use, lease or resale of any Boeing created Materials and Aircraft Software installed on an aircraft at delivery.

3. Exceptions, Limitations and Conditions.

3.1 Boeing's obligation to indemnify Customer for patent infringement will extend only to infringements in countries which, at the time of the infringement, were party to and fully bound by either (a) Article 27 of the Chicago Convention on International Civil Aviation of December 7, 1944, or (b) the International Convention for the Protection of Industrial Property (Paris Convention).

3.2 Boeing's obligation to indemnify Customer for copyright infringement is limited to infringements in countries which, at the time of the infringement, are members of The Berne Union and recognize computer software as a "work" under The Berne Convention.

3.3 The indemnities provided under this Part 6 will not apply to any BFE engines, Supplier Product, Boeing Product used other than for its intended purpose, or Aircraft Software not created by Boeing.

3.4 Customer must deliver written notice to Boeing (i) within 10 days after Customer first receives notice of any suit or other formal action against Customer and (ii) within 20 days after Customer first receives any other allegation or written claim of infringement covered by this Part 6.

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BOEING PROPRIETARY

3.5 At any time, Boeing will have the right at its option and expense to: (i) negotiate with any party claiming infringement, (ii) assume or control the defense of any infringement allegation, claim, suit or formal action provided that Boeing will not agree to any settlement or agreement which would have the effect of preventing Customer from using any Boeing Product or Aircraft Software or replacement therefore as provided in (iv) below, (iii) intervene in any infringement suit or formal action, and/or (iv) attempt to resolve any claim of infringement by replacing an allegedly infringing Boeing Product or Aircraft Software with a noninfringing equivalent.

3.6 Customer will promptly furnish to Boeing all information, records and assistance within Customer's possession or control which Boeing considers relevant or material to any alleged infringement covered by this Part 6.

3.7 Except as required by a final judgment entered against Customer by a court of competent jurisdiction from which no appeals can be or have been filed, Customer will obtain Boeing's written approval prior to paying, committing to pay, assuming any obligation or making any material concession relative to any infringement covered by these indemnities.

3.8 BOEING WILL HAVE NO OBLIGATION OR LIABILITY UNDER THIS PART 6 FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES (THE FOREGOING SENTENCE DOES NOT APPLY TO ANY CLAIM MADE AGAINST CUSTOMER FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES BY THE PATENT OR COPYRIGHT OWNER OR ANY PARTY PROPERLY CLAIMING A LEGAL CAUSE OF ACTION THROUGH AN INTEREST GRANTED BY SUCH OWNER). THE OBLIGATIONS OF BOEING AND REMEDIES OF CUSTOMER IN THIS PART 6 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER INDEMNITIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ACTUAL OR ALLEGED PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT OR THE LIKE BY ANY AIRCRAFT, AIRCRAFT SOFTWARE, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT.

3.9 For the purposes of this Part 6, "BOEING or Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and agents.

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BOEING PROPRIETARY

**Appendix I
SAMPLE
Insurance Certificate**

BROKER'S LETTERHEAD

Date:

Certificate of Insurance

ISSUED TO: The Boeing Company
Post Office Box 3707
Mail Code 13-57
Seattle, Washington 98124
Attn: Manager—Aviation Insurance for
Vice President—Employee Benefits,
Insurance and Taxes

CC: Boeing Commercial Airplanes
P.O. Box 3707
Mail Code 21-34
Seattle, Washington 98124-2207
U.S.A.
Attn: Vice President—Contracts

NAMED INSURED: Federal Express Corporation

We hereby certify that in our capacity as Brokers to the Named Insured, the following described insurance is in force on this date:

<u>Insurer</u>	<u>Policy No.</u>	<u>Participation</u>
----------------	-------------------	----------------------

POLICY PERIOD: From _____ to _____

GEOGRAPHICAL LIMITS: Worldwide (however, as respects "Aircraft Hull War and Allied Perils" Insurance, as agreed by Boeing).

Appendix I SAMPLE Insurance Certificate

AIRCRAFT INSURED: All Boeing manufactured aircraft owned or operated by the Named Insured which are the subject of the following purchase agreement(s), entered into between The Boeing Company and (hereinafter Aircraft):

Purchase Agreement No. _____ dated _____, 20____

Purchase Agreement No. dated , 20

COVERAGES:

1. Aircraft “all risks” Hull (Ground and Flight)
 2. Aircraft Hull War and Allied Perils (as per LSW 555, or its successor wording)
 3. Airline Liability

Including, but not limited to, Bodily Injury, Property Damage, Aircraft Liability, Liability War Risks, Passenger Legal Liability, //Premises/Operations// Liability, Completed //Operations/Products// Liability, Baggage Legal Liability (checked and unchecked), Cargo Legal Liability, Contractual Liability and Personal Injury.

The above-referenced Airline Liability insurance coverage is subject to War and Other Perils Exclusion Clause (AV48B) but all sections, other than Section (b) are reinstated as per AV52C, or their successor endorsements.

LIMITS OF LIABILITY: To the fullest extent of the Policy limits that the Named Insured carries from the time of delivery of the first Aircraft under the first Purchase Agreement listed under "Aircraft Insured" and thereafter at the inception of each policy period, but in any event no less than the following:

Combined Single Limit Bodily Injury and Property Damage: U.S. Dollars (\$) any one occurrence each Aircraft (with aggregates as applicable).

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**Appendix I
SAMPLE
Insurance Certificate**

(737-500/600)	US\$350,000,000
(737-300/700)	US\$400,000,000
(737-400)	US\$450,000,000
(737-800/900)	US\$500,000,000
(757-200)	US\$525,000,000
(757-300)	US\$550,000,000
(767-200)	US\$550,000,000
(767-300)	US\$700,000,000
(767-400ERX)	US\$750,000,000
(787)	US\$700,000,000
(777)	US\$800,000,000
(747)	US\$900,000,000

(In regard to all other models and/or derivatives, to be specified by Boeing).

(In regard to Personal Injury coverage, limits are Twenty-five million U.S. Dollars (\$25,000,000) any one offense.)

DEDUCTIBLES / SELF-INSURANCE: Any deductible and/or self-insurance amount (other than standard market deductibles) are to be disclosed and agreed by Boeing.

SPECIAL PROVISIONS APPLICABLE TO BOEING: It is certified that Insurers are aware of the terms and conditions of AGTA-FED and the following purchase agreements:

Purchase Agreement No. dated , 20

Purchase Agreement No. dated , 20

Purchase Agreement No. dated , 20

Each Aircraft manufactured by Boeing which is delivered to the Insured pursuant to the applicable purchase agreement during the period of effectiveness of the policies represented by this Certificate will be covered to the extent specified herein.

Insurers have agreed to the following:

1. In regard to Aircraft "all risks" Hull Insurance and Aircraft Hull War and Allied Perils Insurance, Insurers agree to waive all rights of subrogation or recourse against Boeing in accordance with AGTA-FED which was incorporated by reference into the applicable purchase agreement.

**Appendix I
SAMPLE
Insurance Certificate**

2. In regard to Airline Liability Insurance, Insurers agree:

2.1 To include Boeing as an additional insured in accordance with Customer's undertaking in Article 8.2.1 of AGTA-FED which was incorporated by reference into the applicable purchase agreement.

2.2 To provide that such insurance will be primary and not contributory nor excess with respect to any other insurance available for the protection of Boeing;

2.3 To provide that with respect to the interests of Boeing, such insurance shall not be invalidated or minimized by any action or inaction, omission or misrepresentation by the Insured or any other person or party (other than Boeing) regardless of any breach or violation of any warranty, declaration or condition contained in such policies;

2.4 To provide that all provisions of the insurance coverage's referenced above, except the limits of liability, will operate to give each Insured or additional insured the same protection as if there were a separate Policy issued to each.

3. In regard to all of the above referenced policies:

3.1 Boeing will not be responsible for payment, set-off, or assessment of any kind or any premiums in connection with the policies, endorsements or coverage's described herein;

3.2 If a policy is canceled for any reason whatsoever, or any substantial change is made in the coverage which affects the interests of Boeing or if a policy is allowed to lapse for nonpayment of premium, such cancellation, change or lapse shall not be effective as to Boeing for thirty (30) days (in the case of war risk and allied perils coverage seven (7) days after sending, or such other period as may from time to time be customarily obtainable in the industry) after receipt by Boeing of written notice from the Insurers or the authorized representatives or Broker of such cancellation, change or lapse; and

3.3 For the purposes of the Certificate, "Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and agents.

Subject to the terms, conditions, limitations and exclusions of the relative policies.

Name: _____

Title: _____

**Appendix II
SAMPLE
Purchase Agreement Assignment**

THIS PURCHASE AGREEMENT ASSIGNMENT (**Assignment**) dated as of _____, 20_____, is between _____, a company organized under the laws of _____ (**Assignor**) and _____, a company organized under the laws of _____ (**Assignee**). Capitalized terms used herein without definition will have the same meaning as in the Boeing Purchase Agreement.

Assignor and The Boeing Company, a Delaware corporation (**Boeing**), are parties to the Boeing Purchase Agreement, providing, among other things, for the sale by Boeing to Assignor of certain aircraft, engines and related equipment, including the Aircraft.

Assignee wishes to acquire the Aircraft and certain rights and interests under the Boeing Purchase Agreement and Assignor, on the following terms and conditions, is willing to assign to Assignee certain of Assignor's rights and interests under the Boeing Purchase Agreement. Assignee is willing to accept such assignment.

It is agreed as follows:

1. For all purposes of this Assignment, the following terms will have the following meanings:

Aircraft—one Boeing Model _____ aircraft, bearing manufacturer's serial number _____, together with all engines and parts installed on such aircraft on the Delivery Date.

Boeing—Boeing shall include any wholly-owned subsidiary of Boeing, and its successors and assigns.

Boeing Purchase Agreement—Purchase Agreement No. _____ dated as of _____ between Boeing and Assignor, as amended, but excluding _____, providing, among other things, for the sale by Boeing to Assignor of the Aircraft, as said agreement may be further amended to the extent permitted by its terms. The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA-FED (**AGTA**).

Delivery Date—the date on which the Aircraft is delivered by Boeing to Assignee pursuant to and subject to the terms and conditions of the Boeing Purchase Agreement and this Assignment.

2. Assignor does hereby assign to Assignee all of its rights and interests in and to the Boeing Purchase Agreement, as and to the extent that the same relate to the Aircraft and the purchase and operation thereof, except as and to the extent expressly reserved below, including, without limitation, in such assignment:

Appendix II
SAMPLE
Purchase Agreement Assignment

{EXAMPLES

- (i) *the right upon valid tender to purchase the Aircraft pursuant to the Boeing Purchase Agreement subject to the terms and conditions thereof and the right to take title to the Aircraft and to be named the "Buyer" in the bill of sale for the Aircraft;*
- (ii) *the right to accept delivery of the Aircraft;*
- (iii) *all claims for damages arising as a result of any default under the Boeing Purchase Agreement in respect of the Aircraft;*
- (iv) *all warranty and indemnity provisions contained in the Boeing Purchase Agreement, and all claims arising thereunder, in respect of the Aircraft; and*
- (v) *any and all rights of Assignor to compel performance of the terms of the Boeing Purchase Agreement in respect of the Aircraft.}*

Reserving exclusively to Assignor, however:

{EXAMPLES

- (i) *all Assignor's rights and interests in and to the Boeing Purchase Agreement as and to the extent the same relates to aircraft other than the Aircraft, or to any other matters not directly pertaining to the Aircraft;*
- (ii) *all Assignor's rights and interests in or arising out of any advance or other payments or deposits made by Assignor in respect of the Aircraft under the Boeing Purchase Agreement and any amounts credited or to be credited or paid or to be paid by Boeing in respect of the Aircraft;*
- (iii) *the right to obtain services, training, information and demonstration and test flights pursuant to the Boeing Purchase Agreement; and*
- (iv) *the right to maintain plant representatives at Boeing's plant pursuant to the Boeing Purchase Agreement.}*

**Appendix II
SAMPLE
Purchase Agreement Assignment**

Assignee hereby accepts such assignment.

3. Notwithstanding the foregoing, so long as no event of default or termination under [specify document] has occurred and is continuing, Assignee hereby authorizes Assignor, to the exclusion of Assignee, to exercise in Assignor's name all rights and powers of Customer under the Boeing Purchase Agreement in respect of the Aircraft.

4. For all purposes of this Assignment, Boeing will not be deemed to have knowledge of or need recognize the occurrence, continuance or the discontinuance of any event of default or termination under [specify document] unless and until Boeing receives from Assignee written notice thereof, addressed to its Vice President—Contracts, Boeing Commercial Airplanes at P.O. Box 3707, Seattle, Washington 98124, if by mail, or to 425-237-1706, if by facsimile. Until such notice has been given, Boeing will be entitled to deal solely and exclusively with Assignor. Thereafter, until Assignee has provided Boeing written notice that any such events no longer continue, Boeing will be entitled to deal solely and exclusively with Assignee. Boeing may act with acquittance and conclusively rely on any such notice.

5. It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) prior to the Delivery Date Assignor will perform its obligations with respect to the Aircraft to be performed by it on or before such delivery, (b) Assignor will at all times remain liable to Boeing under the Boeing Purchase Agreement to perform all obligations of Customer thereunder to the same extent as if this Assignment had not been executed, and (c) the exercise by Assignee of any of the assigned rights will not release Assignor from any of its obligations to Boeing under the Boeing Purchase Agreement, except to the extent that such exercise constitutes performance of such obligations.

6. Notwithstanding anything contained in this Assignment to the contrary (but without in any way releasing Assignor from any of its obligations under the Boeing Purchase Agreement), Assignee confirms for the benefit of Boeing that, insofar as the provisions of the Boeing Purchase Agreement relate to the Aircraft, in exercising any rights under the Boeing Purchase Agreement, or in making any claim with respect to the Aircraft or other things (including, without limitation, Material, training and services) delivered or to be delivered, the terms and conditions of the Boeing Purchase Agreement, including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the Aircraft General Terms Agreement which was incorporated by reference into the Boeing Purchase Agreement and the insurance provisions in Article 8.2 of the Aircraft General Terms Agreement which was incorporated by reference into the Boeing Purchase Agreement therein, will apply to and be binding on Assignee to the same extent as if Assignee had been the original "Customer" thereunder. Assignee further agrees, expressly for the benefit of Boeing, upon the written request of Boeing, Assignee will promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Assignee's agreements in this paragraph.

**Appendix II
SAMPLE
Purchase Agreement Assignment**

7. Nothing contained herein will subject Boeing to any liability to which it would not otherwise be subject under the Boeing Purchase Agreement or modify in any respect the contract rights of Boeing thereunder, or require Boeing to divest itself of title to or possession of the Aircraft or other things until delivery thereof and payment therefore as provided therein.
8. Notwithstanding anything in this Assignment to the contrary, after receipt of notice of any event of default or termination under [specify document], Boeing will continue to owe to Assignor moneys in payment of claims made or obligations arising before such notice, which moneys may be subject to rights of set-off available to Boeing under applicable law. Similarly, after receipt of notice that such event of default or termination no longer continues, Boeing will continue to owe to Assignee moneys in payment of claims made or obligations arising before such notice, which moneys may be subject to rights of set-off available to Boeing under applicable law.
9. Effective at any time after an event of default has occurred, and for so long as such event of default is continuing, Assignor does hereby constitute Assignee, Assignor's true and lawful attorney, irrevocably, with full power (in the name of Assignor or otherwise) to ask, require, demand, receive, and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Boeing Purchase Agreement in respect of the Aircraft, to the extent assigned by this Assignment.
10. Assignee agrees, expressly for the benefit of Boeing and Assignor that it will not disclose, directly or indirectly, any terms of the Boeing Purchase Agreement; provided, that Assignee may disclose any such information (a) to its special counsel and public accountants, (b) as required by applicable law to be disclosed or to the extent that Assignee may have received a subpoena or other written demand under color of legal right for such information, but it will first, as soon as practicable upon receipt of such requirement or demand, furnish an explanation of the basis thereof to Boeing, and will afford Boeing reasonable opportunity, to obtain a protective order or other reasonably satisfactory assurance of confidential treatment for the information required to be disclosed, and (c) to any bona fide potential purchaser or lessee of the Aircraft. Any disclosure pursuant to (a) and (c) above will be subject to execution of a confidentiality agreement substantially similar to this paragraph 10.
11. This Assignment may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.
12. This Assignment will be governed by, and construed in accordance with, the laws of .

**Appendix II
SAMPLE
Purchase Agreement Assignment**

as Assignor

as Assignee

By _____ By _____
Name: _____ Name: _____
Title: _____ Title: _____
Attest:

The undersigned, as //Indenture Trustee/Agent// for the benefit of the Loan //Participants/Mortgagee// and as assignee of, and holder of a security interest in, the estate, right, and interest of the Assignee in and to the foregoing Purchase Agreement Assignment and the Purchase Agreement pursuant to the terms of a certain //Trust Indenture/Mortgage// dated as of , 20 , agrees to the terms of the foregoing Purchase Agreement Assignment and agrees that its rights and remedies under such //Trust Indenture/Mortgage// shall be subject to the terms and conditions of the foregoing Purchase Agreement Assignment, including, without limitation, paragraph 6.

as //Indenture Trustee/Agent//

By: _____
Name: _____
Title: _____

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**Appendix II
SAMPLE
Purchase Agreement Assignment**

CONSENT AND AGREEMENT OF
THE BOEING COMPANY

THE BOEING COMPANY, a Delaware corporation (**Boeing**), hereby acknowledges notice of and consents to the foregoing Purchase Agreement Assignment (**Assignment**) as it relates to Boeing in respect of the Aircraft. Boeing confirms to Assignee that: all representations, warranties, indemnities and agreements of Boeing under the Boeing Purchase Agreement with respect to the Aircraft will, subject to the terms and conditions thereof and of the Assignment, inure to the benefit of Assignee to the same extent as if Assignee were originally named "Customer" therein.

This Consent and Agreement will be governed by, and construed in accordance with, the law of the State of Washington, excluding the conflict of laws principles thereof.

Dated as of _____, 20_____.

THE BOEING COMPANY

By _____
Name:
Title: Attorney-in-Fact

Aircraft Manufacturer's Serial Number(s)_____

**Appendix III
SAMPLE
Post-Delivery Sale Notice**

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention: Vice President—Contracts
Mail Code 21-34

In connection with the sale by Federal Express Corporation (**Seller**) to **(Purchaser)** of the aircraft identified below, reference is made to Purchase Agreement No. dated as of , 20, between The Boeing Company (**Boeing**) and Seller (**Purchase Agreement**) under which Seller purchased certain Boeing Model aircraft, including the aircraft bearing Manufacturer's Serial No.(s) (Aircraft). The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA-FED (**AGTA**).

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

Seller has sold the Aircraft, including in that sale the assignment to Purchaser of all remaining rights related to the Aircraft under the Purchase Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Purchase Agreement:

1. Purchaser acknowledges it has reviewed those provisions of the Purchase Agreement related to those rights assigned and agrees to be bound by and comply with all applicable terms and conditions of the Purchase Agreement, including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the AGTA and the insurance provisions in Article 8.2 of the AGTA. Purchaser further agrees upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Purchaser's agreements in this paragraph; and
2. Seller will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

<AGTA>

Appendix III Page A-11

**Appendix III
SAMPLE
Post-Delivery Sale Notice**

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Federal Express Corporation

Purchaser

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

Receipt of the above letter is acknowledged and the assignment of rights under the Purchase Agreement with respect to the Aircraft described above is confirmed, effective as of this date.

THE BOEING COMPANY

By _____
Its Attorney-in-Fact
Dated _____

Aircraft Manufacturer's Serial Number_____

<AGTA>

Appendix III Page A-12

**Appendix IV
SAMPLE
Post-Delivery Lease Notice**

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention: Vice President—Contracts
Mail Code 21-34

In connection with the lease by Federal Express Corporation (**Lessor**) to **(Lessee)** of the aircraft identified below, reference is made to Purchase Agreement No. _____ dated as of _____, 20_____, between The Boeing Company (**Boeing**) and Lessor (**Purchase Agreement**) under which Lessor purchased certain Boeing Model aircraft, including the aircraft bearing Manufacturer's Serial No.(s) **(Aircraft)**. The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA-FED (**AGTA**).

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

Lessor has leased the Aircraft, including in that lease the transfer to Lessee of all remaining rights related to the Aircraft under the Purchase Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Purchase Agreement:

1. Lessor authorizes Lessee to exercise, to the exclusion of Lessor, all rights and powers of Lessor with respect to the remaining rights related to the Aircraft under the Purchase Agreement. This authorization will continue until Boeing receives written notice from Lessor to the contrary, addressed to Vice President – Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207. Until Boeing receives such notice, Boeing is entitled to deal exclusively with Lessee with respect to the Aircraft under the Purchase Agreement. With respect to the rights and obligations of Lessor under the Purchase Agreement, all actions taken or agreements entered into by Lessee during the period prior to Boeing's receipt of this notice are final and binding on Lessor. Further, any payments made by Boeing as a result of claims made by Lessee will be made to the credit of Lessee.

**Appendix IV
SAMPLE
Post-Delivery Lease Notice**

2. Lessee accepts the authorization above, acknowledges it has reviewed those provisions of the Purchase Agreement related to the authority granted and agrees to be bound by and comply with all applicable terms and conditions of the Purchase Agreement including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C of the AGTA and the insurance provisions in Article 8.2 of the AGTA. Lessee further agrees, upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Lessee's agreements in this paragraph.

3. Lessor will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Lessor to Boeing prior to the effective date of this letter.

We request that Boeing acknowledges receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Federal Express Corporation

Lessee

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

Receipt of the above letter is acknowledged and transfer of rights under the Purchase Agreement with respect to the Aircraft described above is confirmed, effective as of this date.

THE BOEING COMPANY

By _____
Its Attorney-in-Fact
Dated _____

Aircraft Manufacturer's Serial Number_____

<AGTA>

Appendix IV Page A-14

**Appendix V
SAMPLE
Purchaser's/Lessee's Agreement**

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

In connection with the sale/lease by Federal Express Corporation (**Seller/Lessor**) to **(Purchaser/Lessee)** of the aircraft identified below, reference is made to the following documents:

- (i) Purchase Agreement No. _____ dated as of _____, 20_____, between The Boeing Company (**Boeing**) and Seller/Lessor (**Purchase Agreement**) under which Seller/Lessor purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s) _____ (**Aircraft**); and
- (ii) Aircraft Sale/Lease Agreement dated as of _____, 20_____, between Seller/Lessor and Purchaser/Lessee (**Aircraft Agreement**) under which Seller/Lessor is selling/leasing the Aircraft.

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

1. //Seller/Lessor// has sold/leased the Aircraft under the Aircraft Agreement, including therein a form of exculpatory clause protecting //Seller/Lessor// from liability for loss of or damage to the aircraft, and/or related incidental or consequential damages, including without limitation loss of use, revenue or profit.

2. Disclaimer and Release; Exclusion of Consequential and Other Damages.

2.1 In accordance with Seller/Lessor obligation under Article 9.5 of the AGTA which was incorporated by reference into the Purchase Agreement, Purchaser/Lessee hereby agrees that:

<AGTA>

Appendix V Page A-15

**Appendix V
SAMPLE
Purchaser's/Lessee's Agreement**

2.2 DISCLAIMER AND RELEASE. IN CONSIDERATION OF THE SALE/LEASE OF THE AIRCRAFT, PURCHASER/LESSEE HEREBY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF PURCHASER/LESSEE AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, BOEING PRODUCT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THE AIRCRAFT AGREEMENT, INCLUDING, BUT NOT LIMITED TO:

- (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
- (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING; AND
- (iv) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT.

2.3 EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. BOEING WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING, OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THE AIRCRAFT AGREEMENT.

2.4 Definitions. For the purpose of this paragraph 2, **BOEING or Boeing** is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each, and their respective directors, officers, employees and agents.

**Appendix V
SAMPLE
Purchaser's/Lessee's Agreement**

Very truly yours,

Federal Express Corporation

Purchaser/Lessee

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

<AGTA>

Appendix V Page A-17

**Appendix VI
SAMPLE
Post-Delivery Owner Appointment of Agent—Warranties**

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

Reference is made to Purchase Agreement No. _____ dated as of _____, 20_____**(Purchase Agreement)**, between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**), under which Customer purchased certain Boeing Model _____ aircraft including the aircraft bearing Manufacturer's Serial No(s) _____ (**Aircraft**). The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA-FED (**AGTA**).

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

To accomplish the appointment of an agent, Customer confirms:

1. Customer has appointed _____ as agent (**Agent**) to act directly with Boeing with respect to the remaining warranties under the Purchase Agreement and requests Boeing to treat Agent as Customer for the administration of claims with respect to such warranties; provided however, Customer remains liable to Boeing to perform the obligations of Customer under the Purchase Agreement.
2. Boeing may continue to deal exclusively with Agent concerning the matters described herein unless and until Boeing receives written notice from Customer to the contrary, addressed to Vice President—Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207, U.S.A. With respect to the rights and obligations of Customer under the Purchase Agreement, all actions taken by Agent or agreements entered into by Agent during the period prior to Boeing's receipt of such notice are final and binding on Customer. Further, any payments made by Boeing as a result of claims made by Agent will be made to the credit of Agent unless otherwise specified when each claim is submitted.
3. Customer will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Customer to Boeing prior to the effective date of this letter.

<AGTA>

Appendix VI Page A-18

Appendix VI
SAMPLE
Post-Delivery Owner Appointment of Agent—Warranties

We request that Boeing acknowledge receipt of this letter and confirm the appointment of Agent as stated above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Federal Express Corporation

By _____

Its _____

Dated _____

Appendix VI Page A-19

**Appendix VI
SAMPLE
Post-Delivery Owner Appointment of Agent—Warranties**

AGENT'S AGREEMENT

Agent accepts the appointment as stated above, acknowledges it has reviewed the those portions of the Purchase Agreement related to the authority granted it under the Purchase Agreement and agrees that, in exercising any rights or making any claims thereunder, Agent will be bound by and comply with all applicable terms and conditions of the Purchase Agreement including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the AGTA. Agent further agrees, upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of the warranties under the Purchase Agreement.

Very truly yours,

Federal Express Corporation

Agent

By _____

Its _____

Dated _____

Receipt of the above letter is acknowledged and the appointment of Agent with respect to the above-described rights under the Purchase Agreement is confirmed, effective as of this date.

THE BOEING COMPANY

By _____

Its _____

Dated _____

Aircraft Manufacturer's Serial Number_____

**Appendix VII
SAMPLE
Contractor Confidentiality Agreement**

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

This agreement (**Agreement**) is entered into between **(Contractor)** and Federal Express Corporation (**Customer**) and will be effective as of the date set forth below.

In connection with Customer's provision to Contractor of certain Materials, Proprietary Materials and Proprietary Information; reference is made to Purchase Agreement No. _____ dated as of _____ between The Boeing Company (**Boeing**) and Customer (**Purchase Agreement**), which incorporates by this reference AGTA-FED.

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

Boeing has agreed to permit Customer to make certain Materials, Proprietary Materials and Proprietary Information relating to Customer's Boeing Model _____ aircraft, Manufacturer's Serial Number _____, Registration No. _____ (**Aircraft**) available to Contractor in connection with Customer's contract with Contractor to maintain/repair/modify the Aircraft (**Contract**). In consideration of the Contract, and as a condition of receiving the Proprietary Materials and Proprietary Information, Contractor agrees as follows:

1. For purposes of this Agreement:

Aircraft Software means software intended to fly with and be utilized in the operation of an Aircraft, but excludes software furnished by Customer.

Materials means any and all items that are created by Boeing or a Third Party, are provided directly or indirectly to Contractor from Boeing or from Customer, and serve primarily to contain, convey or embody information. Materials may include either tangible forms (for example, documents or drawings) or intangible embodiments (for example, software and other electronic forms) of information, but excludes Aircraft Software and software furnished by Customer.

Appendix VII
SAMPLE
Contractor Confidentiality Agreement

Proprietary Information means any and all proprietary, confidential and/or trade secret information owned by Boeing or a Third Party which is contained, conveyed or embodied in Materials.

Proprietary Materials means Materials that contain, convey, or embody Proprietary Information.

Third Party means anyone other than Boeing, Customer and Contractor.

2. Boeing has authorized Customer to grant to Contractor a worldwide, non-exclusive, personal and nontransferable license to use Proprietary Materials and Proprietary Information, owned by Boeing, internally in connection with performance of the Contract or as may otherwise be authorized by Boeing in writing. Contractor will keep confidential and protect from disclosure to any person, entity or government agency, including any person or entity affiliated with Contractor, all Proprietary Materials and Proprietary Information. Individual copies of all Materials and Aircraft Software are provided to Contractor subject to copyrights therein, and all such copyrights are retained by Boeing or, in some cases, by Third Parties. Contractor is authorized to make copies of Materials (except for Materials bearing the copyright legend of a Third Party) provided, however, Contractor preserves the restrictive legends and proprietary notices on all copies. All copies of Proprietary Materials will belong to Boeing and be treated as Proprietary Materials under this Agreement.

3. Contractor specifically agrees not to use Proprietary Materials or Proprietary Information in connection with the manufacture or sale of any part or design. Unless otherwise agreed with Boeing in writing, Proprietary Materials and Proprietary Information may be used by Contractor only for work on the Aircraft for which such Proprietary Materials have been specified by Boeing. Customer and Contractor recognize and agree that they are responsible for ascertaining and ensuring that all Materials are appropriate for the use to which they are put.

4. Contractor will not attempt to gain access to information by reverse engineering, decompiling, or disassembling any portion of any software or Aircraft Software provided to Contractor pursuant to this Agreement.

5. Upon Boeing's request at any time, Contractor will promptly return to Boeing (or, at Boeing's option, destroy) all Proprietary Materials, together with all copies thereof and will certify to Boeing that all such Proprietary Materials and copies have been so returned or destroyed.

<AGTA>

Appendix VII Page A-22

**Appendix VII
SAMPLE
Contractor Confidentiality Agreement**

6. When and to the extent required by a government regulatory agency having jurisdiction over Contractor, Customer or the Aircraft, Contractor is authorized to provide Proprietary Materials and disclose Proprietary Information to the agency for the agency's use in connection with Contractor's authorized use of such Proprietary Materials and/or Proprietary Information in connection with Contractor's maintenance, repair, or modification of the Aircraft. Contractor agrees to take reasonable steps to prevent such agency from making any distribution or disclosure, or additional use of the Proprietary Materials and Proprietary Information so provided or disclosed. Contractor further agrees to promptly notify Boeing upon learning of any (i) distribution, disclosure, or additional use by such agency, (ii) request to such agency for distribution, disclosure, or additional use, or (iii) intention on the part of such agency to distribute, disclose, or make additional use of the Proprietary Materials or Proprietary Information.

7. Boeing is an intended third party beneficiary under this Agreement, and Boeing may enforce any and all of the provisions of the Agreement directly against Contractor. Contractor hereby submits to the jurisdiction of the Washington state courts and the United States District Court for the Western District of Washington with regard to any Boeing claims under this Agreement. It is agreed that Washington law (excluding Washington's conflict-of-law rules) will apply to this Agreement and to any claim or dispute under this Agreement.

8. No disclosure or physical transfer by Boeing or Customer to Contractor, of any Proprietary Materials or Proprietary Information covered by this Agreement will be construed as granting a license, other than as expressly set forth in this Agreement or any ownership right in any patent, patent application, copyright or proprietary information.

9. The provisions of this Agreement will apply notwithstanding any markings or legends, or the absence thereof, on any Proprietary Materials.

10. This Agreement is the entire agreement of the parties regarding the ownership and treatment of Proprietary Materials and Proprietary Information, and no modification of this Agreement will be effective as against Boeing unless embodied in writing and signed by authorized representatives of Contractor, Customer and Boeing.

11. Failure by either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions. If any of the provisions of this Agreement are held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the Agreement will remain in full force.

12. The obligations of Customer and Contractor relating to Proprietary Materials and Proprietary Information under this Agreement will remain in effect and will survive cancellation or termination of this Agreement.

<AGTA>

Appendix VII Page A-23

**Appendix VII
SAMPLE
Contractor Confidentiality Agreement**

AGREED AND ACCEPTED this

Date: _____

Contractor _____

Federal Express Corporation

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

<AGTA>

Appendix VII Page A-24

**Appendix VIII
SAMPLE
Post-Delivery Sale with Lease to Seller**

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

In connection with _____'s (**Seller's**) sale to and lease back from _____ (**Buyer**) of the aircraft identified below, reference is made to the following documents:

1. Purchase Agreement No. _____ dated as of _____, between The Boeing Company (**Boeing**) and Seller (**Agreement**) under which Seller purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s) _____ (**Aircraft**). The Agreement incorporates by reference the terms of AGTA-FED dated _____, between Seller and Boeing.
2. Aircraft Sale Agreement dated as of _____, between Seller and _____ (**Buyer**).
3. Aircraft Lease Agreement dated as of _____, between Buyer and Seller.

Capitalized terms used herein without definition will have the same meaning as in the Agreement.

Seller confirms for the benefit of Boeing it owns and controls the rights it purports to assign herein.

Seller has sold the Aircraft, including in that sale the transfer to Buyer of all remaining rights related to the Aircraft under the Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Agreement:

**Appendix VIII
SAMPLE
Post-Delivery Sale with Lease to Seller**

1. Buyer acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance; and
2. Buyer authorizes Seller to exercise, to the exclusion of Buyer all rights and powers of "Customer" with respect to the remaining rights related to the Aircraft under the Agreement. This authorization will continue until Boeing receives written notice from Buyer to the contrary, addressed to Vice President—Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207 (if by mail) or (425) 237-1706 (if by facsimile). Until Boeing receives this notice, Boeing is entitled to deal exclusively with Seller as "Customer" with respect to the Aircraft under the Agreement. With respect to the rights, powers, duties and obligations of "Customer" under the Agreement, all actions taken by Seller or agreements entered into by Seller during the period prior to Boeing's receipt of that notice are final and binding on Buyer. Further, any payments made by Boeing as a result of claims made by Seller prior to receipt of such notice are to be made to the credit of Seller.
3. Seller accepts the authorization set forth in paragraph 2 above, acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those relating to any exclusion or limitation of liabilities or warranties, indemnity and insurance.
4. Seller agrees to remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

**Appendix VIII
SAMPLE
Post-Delivery Sale with Lease to Seller**

Very truly yours,

Seller

By _____
Its _____
Dated _____

Buyer

By _____
Its _____
Dated _____

Receipt of the above letter is acknowledged and transfer of rights under the Agreement with respect to the Aircraft described above is confirmed, effective as of the date indicated below.

THE BOEING COMPANY

By _____
Its Attorney-in-Fact
Dated _____

Appendix IX
SAMPLE
SALE WITH LEASE

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

In connection with the sale by (**Seller**) to (**Purchaser**) and subsequent lease of the aircraft identified below, reference is made to the following documents:

1. Purchase Agreement No. dated as of , between The Boeing Company (**Boeing**) and Seller (**Agreement**) under which Seller purchased certain Boeing Model aircraft, including the aircraft bearing Manufacturer's Serial No(s). (**Aircraft**).
2. Aircraft sale agreement dated as of , between Seller and Purchaser.
3. Aircraft lease agreement dated as of , between Purchaser and (**Lessee**)(**Lease**).

Capitalized terms used herein without definition will have the same meaning as in the Agreement.

Seller has sold the Aircraft, including in that sale the assignment to Purchaser of all remaining rights related to the Aircraft under the Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Agreement:

- 3.1 Seller confirms for the benefit of the Manufacturer it owns and controls the rights it purports to have assigned.

**Appendix IX
SAMPLE
SALE WITH LEASE**

3.2 Purchaser agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, [data and documents/Materials], training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance; and

3.3 Seller will remain responsible for any payment due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

3.4 Purchaser authorizes Lessee during the term of the Lease to exercise, to the exclusion of Purchaser all rights and powers of Buyer/Customer with respect to the remaining rights related to the Aircraft under the Agreement. This authorization will continue until Boeing receives written notice from Purchaser to the contrary, addressed to Vice President—Contracts, Mail Code 21-34, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124-2207 (if by mail) or (425)237-1706 (if by facsimile). Until Boeing receives this notice, Boeing is entitled to deal exclusively with Lessee as Buyer/Customer with respect to the Aircraft under the Agreement. With respect to the rights, powers, duties and obligations of Buyer/Customer under the Agreement, all actions taken by Lessee or agreements entered into by Lessee during the period prior to Boeing's receipt of that notice are final and binding on Purchaser. Further, any payments made by Boeing as a result of claims made by Lessee prior to receipt of this notice are to be made to the credit of Lessee.

3.5 Lessee accepts the authorization set forth in paragraph 3 above, acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, data and documents/Materials, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Appendix IX Page A-29

**Appendix IX
SAMPLE
SALE WITH LEASE**

Very truly yours,

Seller

By _____
Its _____
Dated _____

Purchaser

By _____
Its _____
Dated _____

_____ **(Lessee)**
By _____
Its _____
Dated _____

**Appendix IX
SAMPLE
SALE WITH LEASE**

Receipt of the above letter is acknowledged and the transfers of rights under the Agreement with respect to the Aircraft described above are confirmed, effective as of the date indicated below.

THE BOEING COMPANY

By _____

Its Attorney-in-Fact

Dated _____

MSN _____

**Appendix X
SAMPLE
Post-Delivery Security**

Boeing Commercial Airplanes
P. O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

By Courier
1901 Oakesdale Ave. SW
Renton, WA 98055
U.S.A.

Attention Vice President – Contracts
Mail Code 21-34

Reference is made to Purchase Agreement No. _____ dated as of _____, (**Agreement**) between The Boeing Company (**Boeing**) and _____ (**Borrower**) pursuant to which Borrower purchased from Boeing one (1) Boeing model _____ aircraft bearing Manufacturer's Serial Number _____ (**Aircraft**). The Agreement incorporates by reference the terms of Aircraft General Terms Agreement AGTA-FED (**AGTA**), dated _____, between Borrower and Boeing.

Capitalized terms used herein without definition will have the same meanings as in the Agreement.

Borrower confirms for the benefit of Boeing it owns and controls the rights it purports to assign herein.

In connection with Borrower's financing of the Aircraft, Borrower is entering into a Trust Indenture/Mortgage, dated as of _____, between Borrower and Indenture Trustee/Mortgagee (**Trust Indenture/Mortgage**), which grants a security interest in [the warranty rights/ all of its rights] contained in the Agreement related to the Aircraft (**Assigned Rights**). Borrower is authorized to exercise the Assigned Rights until such time as the Indenture Trustee/Mortgagee notifies Boeing as provided below that an Event of Default under the Trust Indenture/Mortgage has occurred and is continuing. In connection with this assignment for security purposes, as authorized by the provisions of the Agreement:

Appendix X Page A-32

Appendix X
SAMPLE
Post-Delivery Security

1. Indenture Trustee/Mortgagee, as assignee of, and holder of a security interest in, the estate, right, and interest of the Borrower in and to the Agreement pursuant to the terms of a certain Trust Indenture/Mortgage, acknowledges that it has received copies of the applicable provisions of the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, its rights and remedies under the Trust Indenture/Mortgage shall be subject to the terms and conditions of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

2. Borrower is authorized to exercise, to the exclusion of [Indenture Trustee/Mortgagee] all rights and powers of "Customer" under the Agreement, unless and until Boeing receives a written notice from Indenture Trustee/Mortgagee, addressed to its Vice President—Contracts, Boeing Commercial Airplanes at P.O. Box 3707, Seattle, Washington 98124, Mail Code 21-34 (if by mail), or (425) 237-1706 (if by facsimile) that an event of default under the Trust Indenture/Mortgage has occurred and is continuing. Until such notice has been given, Boeing will be entitled to deal solely and exclusively with Borrower. Thereafter, until Indenture Trustee/Mortgagee has provided Boeing written notice that any such event no longer continues, Boeing will be entitled to deal solely and exclusively with Indenture Trustee/Mortgagee. Boeing may act with acquittance and conclusively rely on any such notice.

Borrower will remain responsible to Boeing for any amounts due Boeing with respect to the Aircraft under the Agreement prior to Boeing's receipt of such notice. We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing its acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

By _____
Its _____
Dated _____

Indenture Trustee/Mortgagee
By _____
Its _____
Dated _____

**Appendix X
SAMPLE
Post-Delivery Security**

Receipt of the above letter is acknowledged and the transfer of rights under the Agreement with respect to the Aircraft described above is confirmed, effective as of the date indicated below.

THE BOEING COMPANY

By _____

Its Attorney-in-Fact

Dated _____

MSN _____

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

Appendix X Page A-34

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 1

to

Purchase Agreement No. 3712

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 767-3S2F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 29th day of June, 2012 by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3712, dated December 14, 2011 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 767-3S2F Aircraft (the Aircraft); and

B. WHEREAS, Customer desires to add nine (9) new firm Aircraft to the Purchase Agreement, hereinafter referred to as Block C Aircraft, with delivery dates as follows;

Delivery Month & Year for new firm Aircraft	Block
[*]	Block C Aircraft

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 1 to
Purchase Agreement No. 3712

C. WHEREAS, Customer desires to exercise and reschedule ten (10) Option Aircraft, which shall be designated as Block B or Block C Aircraft as set forth below, with delivery dates as follows:

<u>Prior Delivery Month & Year for Option Aircraft</u>	<u>Rescheduled Delivery Month & Year for exercised Option Aircraft</u>	<u>Block</u>
[*]	[*]	Block C Aircraft
[*]	[*]	Block C Aircraft
[*]	[*]	Block C Aircraft
[*]	[*]	Block B Aircraft
[*]	[*]	Block C Aircraft
[*]	[*]	Block B Aircraft
[*]	[*]	Block B Aircraft
[*]	[*]	Block C Aircraft
[*]	[*]	Block C Aircraft
[*]	[*]	Block B Aircraft

D. WHEREAS, Customer desires to add fifteen (15) new Option Aircraft, hereinafter referred to as Block D Option Aircraft, to the Purchase Agreement with delivery dates as follows:

<u>Delivery Month & Year for new Option Aircraft</u>	<u>Block</u>
[*]	Block D Option Aircraft

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 1 to
Purchase Agreement No. 3712

E. WHEREAS, Customer desires to reschedule eight (8) existing Option Aircraft with delivery dates as follows:

Prior Delivery Month & Year for <u>Option Aircraft</u>	Revised Delivery Month & Year for <u>Option Aircraft</u>
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

F. WHEREAS, Customer and Boeing desire to reschedule two (2) existing firm Aircraft with delivery dates as follows:

Prior Delivery Month & Year for <u>firm Aircraft</u>	Revised Delivery Month & Year for <u>firm Aircraft</u>
[*]	[*]
[*]	[*]

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NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the Table of Contents with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 1.
2. Boeing and Customer acknowledge and agree that, upon execution of this Supplemental Agreement, (i) the nine (9) new firm Aircraft described in Recital Paragraph B are hereby added to the Purchase Agreement and will be considered by the parties as “Block C Aircraft”, (ii) six (6) of the Option Aircraft exercised as firm Aircraft described in Recital Paragraph C are hereby added to the Purchase Agreement and will be considered by the parties as “Block C Aircraft”, (iii) four (4) of the Option Aircraft exercised as [*] Aircraft described in Recital Paragraph C are hereby added to the Purchase Agreement and will be considered by the parties as “Block B Aircraft”, (iv) the fifteen (15) new Option Aircraft described in Recital Paragraph D are hereby added to the Purchase Agreement as “Block D Option Aircraft” and (v) the eight (8) Option Aircraft described in Recital Paragraph E are rescheduled as described herein. The Block B and Block C Aircraft will be deemed “Aircraft” for all purposes under the Purchase Agreement except as described herein. The Block D Option Aircraft will be deemed “Option Aircraft” for all purposes under the Purchase Agreement except as described herein.
3. Remove and replace, in its entirety, Table 1-A with a revised Table 1-A attached hereto to reschedule the delivery date of the [*] Aircraft to [*] as described in Recital paragraph F. Notwithstanding the reschedule of the [*] Aircraft to [*], the parties acknowledge and agree, for the purposes of [*].
4. Insert a new Table 1-A1 to include nine (9) of the Block C Aircraft added to the Purchase Agreement in this Supplemental Agreement and to incorporate pricing and current escalation factors.
5. Remove and replace, in its entirety, Table 1-B with a revised Table 1-B attached hereto to reflect the exercise of six (6) Option Aircraft as Block C Aircraft and to reflect the exercise of four (4) Option Aircraft as Block B Aircraft.

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6. Insert a new Table 1-B1 which shall include Block D Option Aircraft, if and when such Aircraft are exercised by Customer.
7. Remove and replace, in its entirety, the BFE-1 document with a revised BFE-1 document attached hereto to update on-dock dates applicable to the Aircraft and to include additional language applicable to the [*].
8. Revise Letter Agreement FED-PA-03712-LA-1106151 entitled “Special Matters [*] – Option Aircraft and Certain Purchase Right Aircraft” to FED-PA-03712-LA-1106151R1 to update existing language concerning the calculation of the [*].
9. Revise Letter Agreement FED-PA-03712-LA-1106154 entitled “Firm Aircraft Delivery Matters” to Letter Agreement FED-PA-03712-LA-1106154R1 to (i) update delivery matters applicable to Aircraft, (ii) address the delivery reschedule of [*] Aircraft and (iii) address the Customer’s concern about the [*].
10. Revise Letter Agreement FED-PA-03712-LA-1106156 entitled “Option Aircraft” to FED-PA-03712-LA-1106156R1 to address certain matters applicable to Option Aircraft. Replace the existing Attachment with a new (i) Attachment 1 to remove the ten (10) Option Aircraft exercised hereunder referenced in Recital Paragraph C and to reflect rescheduled delivery dates for the eight (8) Option Aircraft referenced in Recital Paragraph E and (ii) Attachment 2 applicable to the fifteen (15) Block D Option Aircraft referenced in Recital Paragraph D.
11. Revise Letter Agreement FED-PA-03712-LA-1106158 entitled “Right to Purchase Additional Aircraft” to FED-PA-03712-LA-1106158R1 concerning Purchase Right Aircraft to reflect the change in quantity of such Aircraft from a quantity of [*] to a quantity of [*]. Revise Table 1-C, to [*] the quantity of Purchase Right Aircraft from [*] to [*] as a result of incorporating the changes in this Supplemental Agreement.
12. Revise Letter Agreement FED-PA-03712-LA-1106159 entitled “Special Matters Concerning [*]” to FED-PA-03712-LA-1106159R1 to incorporate certain changes concerning such [*].
13. Revise Letter Agreement FED-PA-03712-LA-1106207 entitled “Special Matters for Firm Aircraft” to FED-PA-03712-LA-1106207R1 to reflect a change in certain language relating to [*].

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14. Revise Letter Agreement FED-PA-03712-LA-1106208 entitled “Special Matters for Option Aircraft” to FED-PA-03712-LA-1106208R1 to reflect a change in certain language relating to [*].
15. Revise Letter Agreement FED-PA-03712-LA-1106584 entitled “Aircraft Performance Guarantees” to FED-PA-03712-LA-1106584R1 to reflect a change in certain language as a result of including [*]. Customer and Boeing agree that exercised Block B and Block C Aircraft, as listed in Recital paragraph C and included in Table 1-B, are subject to the terms of the Aircraft Performance Guarantees Letter Agreement described herein.
16. Add a new Letter Agreement FED-PA-03712-LA-1208292 entitled “Special Matters Concerning [*] - Block B and Block C Aircraft” to address special matters concerning [*] applicable to the Block B and Block C Aircraft.
17. Add a new Letter Agreement FED-PA-03712-LA-1208296 entitled “Special Matters for Block D Option Aircraft” to address special matters applicable to Block D Option Aircraft, if and when exercised.
18. Insert a new Letter Agreement FED-PA-03712-LA-1208949 entitled “Special Matters for Block C Aircraft in Table 1-A1” to address special matters applicable to such Block C Aircraft.
19. Add a new Letter Agreement 6-1162-SCR-146 entitled “Special Provision—Block B Aircraft” to add a special provision applicable to Block B Aircraft.
20. As a result of the changes incorporated in this Supplemental Agreement No. 1, Customer will submit payment to Boeing in the amount of (i) [*] of the advance payment base price applicable to the nine (9) firm Block C Aircraft referenced in Recital Paragraph B, (ii) [*] of the advance payment base price less the option deposit of [*] per each of the ten (10) exercised Option Aircraft referenced in Recital Paragraph C and (iii) [*] option deposit per each of the fifteen (15) Block D Option Aircraft added to the Purchase Agreement referenced in Recital Paragraph D. The total sum of the above amounts is [*]. The parties agree that the [*] will be applied toward the above amount owed by Customer upon execution of this Supplemental Agreement. The parties further agree that the [*]. The balance of [*] will be due to Boeing [*] after execution of this Supplemental Agreement.

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Supplemental Agreement 1 to
Purchase Agreement No. 3712

21. This Supplemental Agreement No. 1 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to **June 29, 2012**.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ STUART C. ROSS

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: Vice President Aircraft Acquisition

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2	Delivery Schedule
3	Price
4	Payment
5	Additional Terms

SA Number

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1-A1	Block C Aircraft Information Table	1
1-B	Exercised Option Aircraft Information Table	1
1-B1	Exercised Block D Option Aircraft Table	1
1-C	Exercised Purchase Right Aircraft Information Table	1

EXHIBIT

A	Aircraft Configuration
B	Aircraft Delivery Requirements and Responsibilities

SUPPLEMENTAL EXHIBITS

AE1	Escalation Adjustment/Airframe and Optional Features	1
BFE1	BFE Variables	
CS1	Customer Support Variables	
EE1	Engine Escalation, Engine Warranty and Patent Indemnity	
SLP1	Service Life Policy Components	

FED-PA-03712

June 29, 2012
SA - 1

BOEING PROPRIETARY

<u>LETTER AGREEMENTS</u>		<u>SA Number</u>
LA-1106151R1	LA-[*] Special Matters–Option Aircraft	1
LA-1106152	LA-[*] Special Matters–Firm Aircraft	
LA-1106153	LA-Liquidated Damages Non-Excusable Delay	
LA-1106154R1	LA-Firm Aircraft Delivery Matters	1
LA-1106155	LA-Open Configuration Matters	
LA-1106156R1	LA-Option Aircraft	1
LA-1106157	AGTA Amended Articles	
LA-1106158R1	LA-Purchase Right Aircraft	1
LA-1106159R1	LA-Special Matters Concerning [*]	1
LA-1106160	LA-Spare Parts Initial Provisioning	
LA-1106163	LA-Demonstration Flight Waiver	
LA-1106177	[*]	
LA-1106207R1	LA-Special Matters Firm Aircraft	1
LA-1106208R1	LA-Special Matters Option Aircraft	1
LA-1106574	LA- Deviation from [*]	
LA-1106584R1	LA- Performance Guarantees	1
LA-1106586	LA-Miscellaneous Matters	
LA-1106614	LA-Special Matters Purchase Right Aircraft	
LA-1106824	LA-Customer Support Matters	
LA-1208292	LA-[*] Special Matters – Block B and C Aircraft	1
LA-1208296	LA-Special Matters Exercised Block D Option Aircraft	1
LA-1208949	LA-Special Matters Block C Aircraft in Table 1-A1	1
6-1162-SCR-146	LA Special Provisions concerning Block B Aircraft	1

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SUPPLEMENTAL AGREEMENTS
Supplemental Agreement No. 1

FED-PA-03712

DATED AS
OF:
June 29, 2012

June 29, 2012
SA - 1

BOEING PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

Supplemental Exhibit BFE1 to Purchase Agreement Number 3712

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 767-300F AIRCRAFT

This Supplemental Exhibit BFE1 contains vendor selection dates, on-dock dates and other variables applicable to the Aircraft.

1. Supplier Selection

Customer will:

1.1 Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

Galley System	[*]
Galley Inserts	[*]
Seats (passenger)	N/A
Overhead & Audio System	[*]
In-Seat Video System	N/A
Miscellaneous Emergency Equipment	[*]
Cargo Handling System	[*]

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2. On-dock Dates.

On or before [*], Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (BFE Document) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in-sequence installation of BFE. For planning purposes, a preliminary BFE on-dock schedule is set forth below:

Preliminary BFE on-dock dates for planning purposes only:

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Preliminary BFE on-dock dates for planning purposes only:

<u>Month/Year Delivery</u>	<u>Qty</u>	<u>Seats</u>	<u>Galleys & Furnishings</u>	<u>Miscellaneous Emergency Equipment</u>	<u>Electronics</u>	<u>Textiles/Raw Materials</u>	<u>Cargo Handling System</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
sub total	42						

The following four (4) [*] aircraft with [*]:

<u>Month/Year Delivery</u>	<u>Qty</u>	<u>Seats</u>	<u>Galleys & Furnishings</u>	<u>Miscellaneous Emergency Equipment</u>	<u>Electronics</u>	<u>Textiles/Row Materials</u>	<u>Cargo Handling System</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
sub total	4						
Total Aircraft	46						

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[*]

3. Additional Delivery Requirements - Import.

Customer will be the “**importer of record**” (as defined by the U.S. Customs and Border Protection) for all BFE imported into the United States, and as such, it has the responsibility to ensure all of Customer’s BFE shipments comply with U.S. Customs Service regulations. In the event Customer requests Boeing, in writing, to act as importer of record for Customer’s BFE, and Boeing agrees to such request, Customer is responsible for ensuring Boeing can comply with all U.S. Customs Import Regulations by making certain that, at the time of shipment, all BFE shipments comply with the requirements in the “International Shipment Routing Instructions”, including the Customs Trade Partnership Against Terrorism (**C-TPAT**), as set out on the Boeing website referenced below. Customer agrees to include the International Shipment Routing Instructions, including C-TPAT requirements, in each contract between Customer and BFE supplier.

http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

June 29, 2012
6-1162-SCR-146

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Special Provision – Block B Aircraft

Reference: Purchase Agreement 3712 (**the Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**the Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very Truly Yours,

THE BOEING COMPANY

/s/ STUART C. ROSS

Stuart C. Ross
Regional Director
BCA Contracts
Telephone: 206-766-2060
Email: stuart.c.ross@boeing.com
Mail Code: 21-43

Agreed and Accepted

date: 29 June 2012

FEDERAL EXPRESS CORPORATION

Signature: /s/ PHILLIP C. BLUM

Printed name: Phillip C. Blum

Title: Vice President Aircraft Acquisition

6-1162-SCR-146
Special Provision – Block B Aircraft

June 29, 2012
Page 2

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1208296

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Block D Option Aircraft

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memorandum provided for in this Letter Agreement will be applicable to exercised Block D Option Aircraft only, which (i) are priced in [*] dollars and (ii) once exercised by the Customer will be added to Table 1-B1 of the Purchase Agreement (**Exercised Block D Option Aircraft**).

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in Paragraphs [*] are in [*] base year dollars and will be escalated to the same time period as the Airframe pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Exercised Block D Option Aircraft. The Credit Memoranda may, at the election of Customer, be [*].

3. [*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Exercised Block D Option Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

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5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 29, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1208296
Special Matters – 767 Freighter Option Aircraft

June 29, 2012
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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106208R1

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Option Aircraft

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes FED-PA-03712-LA-1106208 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memorandum provided for in this Letter Agreement will be applicable to exercised option aircraft only, as identified in Table 1-B of the Purchase Agreement (**Exercised Option Aircraft**).

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in [*] are in [*] base year dollars and will be escalated to the same time period as the Airframe pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Exercised Option Aircraft. The Credit Memoranda may, at the election of Customer, be [*].

3. [*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Exercised Option Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

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5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C . ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 29, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1106208R1
Special Matters – 767-300F Options Aircraft

June 29, 2012
Page 2

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106207R1

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Firm Aircraft

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes FED-PA-03712-LA-1106207 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memorandum provided for in this Letter Agreement will be applicable to the Aircraft identified in Table 1-A of the Purchase Agreement only.

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in [*] are in [*] base year dollars and will be escalated to the same time period as the Airframe pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Aircraft. The Credit Memoranda may, at the election of Customer, be [*].

3. [*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

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5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 29, 2012

FEDERAL EXPRESSCORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1106207R1
Special Matters – 767 Freighter with GE Engines

June 29, 2012
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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1208949

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Block C Aircraft in Table 1-A1

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memorandum provided for in this Letter Agreement will be applicable to Block C Aircraft, as identified in Table 1-A1 of the Purchase Agreement (Block C Aircraft).

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in [*] are in [*] base year dollars and will be escalated to the same time period as the Airframe pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Block C Aircraft. The Credit Memoranda may, at the election of Customer, be [*].

3. [*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Block C Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 29, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1208949
Special Matters – 767-300F Block C Aircraft

June 29, 2012
Page 2

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106151R1

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F option aircraft (**Option Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes Letter Agreement FED-PA-03712-LA-1106151 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The terms provided in this Letter Agreement will be applicable to exercised Option Aircraft, as identified in the Table 1-B and Table 1-B1 of the Purchase Agreement (**Exercised Option Aircraft**) and Purchase Right Aircraft that are exercised and scheduled for delivery to Customer during the delivery period from [*] through [*] (**Applicable Purchase Right Aircraft**).

1. [*]

2. [*]

3. Effect on Advance Payments.

The amount and timing of advance payments Customer is required to pay to Boeing pursuant to the Purchase Agreement shall be unaffected by any terms set forth in this Letter Agreement.

4. Aircraft Applicability.

Unless otherwise stated, the terms of this Letter Agreement shall only apply to the Exercised Option Aircraft and Applicable Purchase Right Aircraft.

5. Applicability to Other Financial Consideration.

The escalation adjustment for any other sum identified in the Purchase Agreement as subject to escalation pursuant to Supplemental Exhibit AE1, and which pertains to an Exercised Option Aircraft and Applicable Purchase Right Aircraft, shall be calculated using the escalation methodology established in this Letter Agreement notwithstanding any other provisions of the Purchase Agreement to the contrary.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



6. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 29, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

Attachments A, B and C

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1208292

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Special Matters Concerning [*] – Block B and Block C Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The terms provided in this Letter Agreement will be applicable to Block B and Block C Aircraft.

1. [*]

2. [*]

3. Effect on Advance Payments.

The amount and timing of advance payments Customer is required to pay to Boeing pursuant to the Purchase Agreement shall be unaffected by any terms set forth in this Letter Agreement.

4. Block B and Block C Aircraft Applicability.

Unless otherwise stated, the terms of this Letter Agreement shall only apply to the Block B and Block C Aircraft set forth in Tables 1-A1 and 1-B of the Purchase Agreement as of the execution date of this Letter Agreement.

5. Applicability to Other Financial Consideration.

The escalation adjustment for any other sum identified in the Purchase Agreement as subject to escalation pursuant to Supplemental Exhibit AE1, and which pertains to Block B and Block C Aircraft set forth in Tables 1-A1 and 1-B, as of the date of this Letter Agreement, shall be calculated using the escalation methodology established in this Letter Agreement notwithstanding any other provisions of the Purchase Agreement to the contrary.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



6. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 29, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

Attachments A, B and C

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106159R1

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Special Matters Concerning [*]

References: 1. Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (Aircraft); and
2. 777F Purchase Agreement No. 3157 (**777 PA**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes Letter Agreement FED-PA-03712-LA-1106159 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. [*]

2. Confidential Treatment. Customer understands that Boeing considers certain commercial and financial information contained in this Agreement as confidential. Customer and Boeing agree that it will treat this Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent company, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 29, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106158R1

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Right to Purchase Additional Aircraft

References: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**).

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes FED-PA-03712-LA-1106158 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase Incremental Aircraft.

Subject to the terms and conditions contained herein, Customer will have the right to purchase (**Purchase Right**) [*] additional Boeing Model 767-3S2F aircraft as purchase right aircraft (**Purchase Right Aircraft**).

2. Delivery.

The Purchase Right Aircraft delivery positions are [*].

3. Configuration.

The configuration for the Purchase Right Aircraft will be the Detail Specification for Model 767-3S2F aircraft at the revision level in effect at the time of the Supplemental Agreement. Such Detail Specification will be revised to include (i) changes required to obtain required regulatory certificates and (ii) other changes as mutually agreed upon by Boeing and Customer.

4. Price.

4.1 The Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for the Purchase Right Aircraft shall remain in base year [*] and such prices will be subject to escalation to the scheduled delivery date of the Purchase Right Aircraft.

4.2 Subject to the provisions of Letter Agreement FED-PA-03712-LA-1106151R1 titled Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft, the Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for each of the Purchase Right Aircraft will be adjusted for escalation in accordance with the Purchase Agreement.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



4.3 The Advance Payment Base Price for each exercised Purchase Right Aircraft shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Supplemental Agreement.

5. Payment

At Supplemental Agreement for the Purchase Right Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the Purchase Right Aircraft will be paid at the time of delivery.

6. Notice of Exercise and Payment of Deposit

6.1 Customer may exercise a Purchase Right by giving written notice (**Notice of Exercise**) to Boeing. All Purchase Right aircraft must be exercised for delivery no later than [*]. Such Notice of Exercise shall be accompanied by payment, by electronic transfer to the account specified below, in accordance with the Purchase Agreement. Such amount will be the initial advance payment due at execution of the Supplemental Agreement.

[*]

6.2 The parties agree that Purchase Right Aircraft, once exercised, will be added to Table 1-C of the Purchase Agreement.

7. Supplemental Agreement

Following Customer's exercise of a Purchase Right in accordance with the terms and conditions stated herein [*], the parties will sign a supplemental agreement for the purchase of such Purchase Right Aircraft (**Supplemental Agreement**) within thirty (30) calendar days of such exercise (**Purchase Right Exercise**). The Supplemental Agreement will include the provisions then contained in the Purchase Agreement as modified to reflect the provisions of this Letter Agreement and any additional mutually agreed terms and conditions.

8. [*]

9. General Expiration of Rights

Each Purchase Right shall expire at the time of execution of the Supplemental Agreement for the applicable Purchase Right Aircraft, or, if no such Supplemental Agreement is executed, on [*].

10. Confidential Treatment

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that

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they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 29, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1106158R1
Purchase Right Aircraft

June 29, 2012
Page 3

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106156R1

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Option Aircraft

References: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes FED-PA-03712-LA-1106156 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase Option Aircraft.

Subject to the terms and conditions contained in this Letter Agreement, Customer has the option to purchase twenty (20) additional Model 767-3S2F aircraft as option aircraft (**Option Aircraft**) and fifteen (15) additional Model 767-3S2F aircraft as Block D option aircraft (**Block D Option Aircraft**). Except as set forth herein, and in the Purchase Agreement, the Block D Option Aircraft are considered Option Aircraft.

2. Delivery.

The number of Option Aircraft and associated delivery months are listed in the Attachment 1 to this Letter Agreement. The number of Block D Option Aircraft and associated delivery months are listed in the Attachment 2 to this Letter Agreement.

3. Configuration.

The configuration for the Option Aircraft will be the Detail Specification for model 767-3S2F aircraft at the revision level in effect at the time of Supplemental Agreement. Such Detail Specification will be revised to include (i) changes required to obtain required regulatory certificates and (ii) other changes as mutually agreed upon by Customer and Boeing.

4. Price.

4.1 The Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for each of the Option Aircraft shall [*] and such prices will be subject to escalation in accordance with the Purchase Agreement.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



4.2 Subject to the provisions of Letter Agreement FED-PA-03712-LA-1106151R1 titled Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft, the Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for each of the Option Aircraft will be adjusted for escalation in accordance with the Purchase Agreement.

4.3 The Advance Payment Base Price for each exercised Option Aircraft shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Supplemental Agreement.

5. Payment.

5.1 Customer will pay an option deposit to Boeing in the amount of [*] per Block D Option Aircraft (**Option Deposit**) as set forth in Supplemental Agreement No. 1 to the Purchase Agreement. The parties acknowledge that Customer has previously paid Boeing an Option Deposit in the amount of [*] for each of the twenty (20) Option Aircraft in Attachment 1 to this Letter Agreement. If Customer exercises an option, the Option Deposit will be credited against the first advance payment due. [*]

5.2 At Supplemental Agreement for the Option Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the Option Aircraft will be paid at the time of delivery.

6. Option Exercise.

6.1 Customer may exercise an option by giving written notice to Boeing on or before the date [*] prior to the first day of the delivery month listed in the Attachment to this Letter Agreement (**Option Exercise Date**). In the first instance in which Customer will not exercise an Option Aircraft (**Trigger Aircraft**), Customer will notify Boeing on or prior to the Trigger Aircraft's Option Exercise Date, which notice will include an election by Customer to [*].

6.2 [*]

6.3 [*]

6.4 [*]

6.5 [*]

6.6 [*]

6.7 The parties agree that Option Aircraft, once exercised, will be added to Table 1-B or Table 1-B1, as applicable, of the Purchase Agreement.

7. [*]

8. [*]

9. Supplemental Agreement.

Following Customer's exercise of an option the parties will sign a supplemental agreement for the purchase of such Option Aircraft (**Supplemental Agreement**). The Supplemental Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



10. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 29, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

Attachments

FED-PA-03712-LA-1106156R1

Option Aircraft

June 29, 2012

Page 3

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106154R1

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Firm Aircraft Delivery Matters

References: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes Letter Agreement FED-PA-03712-LA-1106154 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The information provided in this Letter Agreement will be applicable to the firm Aircraft identified in Tables of the Purchase Agreement only (**Firm Aircraft**).

1. [*] Aircraft Deliveries.

1.1 Boeing and Customer agree to (i) reschedule the delivery date of the [*] Aircraft to [*] and (ii) reschedule the delivery date of the [*] Aircraft to [*]. Under (i) above, the parties agree that the [*] will be based on delivery in [*], as reflected in Table 1-A, and the [*] will be adjusted to reflect the [*].

1.2 Customer has expressed its concern about the timing of [*], based on the reschedule described in article 1.1 above, since the Aircraft is a new model being entered into Customer's aircraft fleet. Accordingly, Boeing agrees to [*].

2. Firm Aircraft Scheduled to Deliver by [*]. Notwithstanding firm Aircraft delivery dates as provided in the Tables that reflect deliveries [*] or earlier, Boeing reserves the right to [*].

3. Firm Aircraft Scheduled to Deliver after [*]. Notwithstanding firm Aircraft delivery dates as provided in the Tables that reflect deliveries after [*], Boeing reserves the right to [*].

4. Customer Delivery Constraints. Notwithstanding Articles 2 and 3 of this Letter Agreement, Boeing will not [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 29, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1106154R1
Firm Aircraft Delivery Matters

June 29, 2012
Page 2

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106584R1

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Aircraft Performance Guarantees

References: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F firm aircraft listed on Table 1-A or as otherwise agreed by boeing and customer in writing (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes FED-PA-03712-LA-1106584 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the performance guarantees in the Attachment. These guarantees are exclusive and expire upon delivery of the Aircraft to Customer. Customer agrees to limit the remedy for non-compliance of any performance guarantee to the terms in Letter Agreements No. FED-PA-03712-LA-1106153 entitled "Liquidated Damages – Non-Excusable Delay" and FED-PA-03712-LA-1106574 entitled "Agreement for Deviation from [*]."

Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

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Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 29, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1106584R1

Aircraft Performance Guarantees

BOEING PROPRIETARY

June 29, 2012

Page 2

MODEL 767-300 FREIGHTER PERFORMANCE GUARANTEES
FOR FEDERAL EXPRESS CORPORATION

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P.A. No. 3712
AERO-B-BBA4-M11-1089B

BOEING PROPRIETARY

SS12-0336

[*]

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplemental copies of these attachments to the Securities and Exchange Commission or its staff upon request.

P.A. No. 3712

AERO-B-BBA4-M11-1089B

BOEING PROPRIETARY

SS12-0336

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 2

to

Purchase Agreement No. 3712

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 767-3S2F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 8th day of October, 2012 by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3712, dated December 14, 2011 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 767-3S2F Aircraft (the Aircraft); and

B. WHEREAS, Customer and Boeing desire to reschedule the delivery date of one (1) Block C Aircraft listed in Table 1-A1 as shown below:

MSN	Prior Delivery Month & Year for firm Aircraft	Rescheduled Delivery Month & Year for firm Aircraft
43544	[*]	[*]

C. WHEREAS, Customer and Boeing desire to incorporate Exhibit A into the Purchase Agreement pursuant to the terms of Open Configuration Matters letter agreement FED-PA-03712-LA-1106155.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 2 to
Purchase Agreement No. 3712

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the Table of Contents with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 2.
2. Remove and replace, in its entirety, Table 1-A1 with a revised Table 1-A1 attached hereto to reschedule the delivery date of one (1) Aircraft described in Recital Paragraph B and to [*].
3. Insert a new Exhibit A which shall reflect Customer's decisions of optional features applicable to the Aircraft.
4. Remove and replace, in its entirety, Table 1-B with a revised Table 1-B attached hereto to [*].
5. Remove and replace, in its entirety, Table 1-B1 with a revised Table 1-B1 attached hereto to [*].
6. Remove and replace, in its entirety, Table 1-C with a revised Table 1-C attached hereto to [*].
7. Remove and replace, in its entirety, the BFE-1 document with a revised BFE-1 document attached hereto to reflect the revised BFE on-dock dates applicable to the Aircraft with MSN 43544 described in Recital Paragraph B.
8. In consideration of the [*] of MSN 43544 described in this Supplemental Agreement No. 2, Boeing agrees to [*] (as defined in paragraph 1.2.2(ii) of letter agreement FED-PA-03712-LA-1106159R1) [*]. For the sake of clarity, the parties anticipate that such [*] as of the date of execution of this Supplemental Agreement.

Further to above, in the event that additional amendments are made to any of the aircraft purchase agreements between the date of execution of this Supplemental Agreement No. 2 and May 2015 (**Revisions**) and such Revisions result in [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 2 to
Purchase Agreement No. 3712

9. As a result of the changes made under Supplemental Agreement No. 2 to (i) [*] the delivery date of one (1) Block C Aircraft and (ii) revise the [*].
10. [*].
11. This Supplemental Agreement No. 2 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to **October 8, 2012**.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

FEDERAL EXPRESS CORPORATION

By: /s/ STUART C. ROSS

By: /s/ PHILLIP C. BLUM

Its: Attorney-In-Fact

Its: Vice President Aircraft Acquisition

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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BFE1	BFE Variables	2
CS1	Customer Support Variables	
EE1	Engine Escalation, Engine Warranty and Patent Indemnity	
SLP1	Service Life Policy Components	

FED-PA-03712

October 8, 2012

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BOEING PROPRIETARY

<u>LETTER AGREEMENTS</u>		<u>SA Number</u>
LA-1106151R1	LA-[*] Special Matters—Option Aircraft	1
LA-1106152	LA-[*] Special Matters—Firm Aircraft	
LA-1106153	LA-Liquidated Damages Non-Excusable Delay	
LA-1106154R1	LA-Firm Aircraft Delivery Matters	1
LA-1106155	LA-Open Configuration Matters	
LA-1106156R1	LA-Option Aircraft	1
LA-1106157	AGTA Amended Articles	
LA-1106158R1	LA- Purchase Right Aircraft	1
LA-1106159R1	LA- Special Matters Concerning [*]	1
LA-1106160	LA-Spare Parts Initial Provisioning	
LA-1106163	LA-Demonstration Flight Waiver	
LA-1106177	[*]	
LA-1106207R1	LA-Special Matters Firm Aircraft	1
LA-1106208R1	LA-Special Matters Option Aircraft	1
LA-1106574	LA- Deviation from [*]	
LA-1106584R1	LA- Performance Guarantees	1
LA-1106586	LA-Miscellaneous Matters	
LA-1106614	LA-Special Matters Purchase Right Aircraft	
LA-1106824	LA-Customer Support Matters	
LA-1208292	LA-[*] Special Matters – Block B and C Aircraft	1
LA-1208296	LA-Special Matters Exercised Block D Option Aircraft	1
LA-1208949	LA-Special Matters Block C Aircraft in Table 1-A1	1
6-1162-SCR-146	LA Special Provisions concerning Block B Aircraft	1

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

SUPPLEMENTAL AGREEMENTS

Supplemental Agreement No. 1
Supplemental Agreement No. 2

FED-PA-03712

DATED AS OF:

June 29, 2012
October , 2012

October 8, 2012
SA - 2

BOEING PROPRIETARY

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

**Exhibit A
to Purchase Agreement Number 3712**

FED-PA-03712-EXA

October 8, 2012

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BOEING PROPRIETARY

Exhibit A

AIRCRAFT CONFIGURATION

Dated October 8, 2012

relating to

BOEING MODEL 767-3S2F AIRCRAFT

Customer Detail Specification is D019T002FED63F-1, Rev NEW. Such Detail Specification will be comprised of Boeing Configuration Specification D019T002, revision K, dated as of April 30, 2011, and as amended to incorporate the Options attached hereto, including the effects on Manufacturer's Empty Weight (MEW) and Operating Weight (OWE).

The Aircraft Basic Price reflects and includes all effects of such Optional Features, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

FED-PA-03712-EXA

October 8, 2012
Page 2

BOEING PROPRIETARY

BOEING PROPRIETARY**Exhibit A To
Boeing Purchase Agreement**

Configuration Item Number [*] OPTIONS:[*]	Title [*] TOTAL—SPECIAL FEATURES—EXHIBIT A:	[*] [*]	[*] [*]
	BOEING PROPRIETARY		

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

FEDERAL EXPRESS CORPORATION

Supplemental Exhibit BFE1 to Purchase Agreement Number 3712

P.A. No. 03712 SA-2

BFE1

BOEING PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 767-300F AIRCRAFT

This Supplemental Exhibit BFE1 contains vendor selection dates, on-dock dates and other variables applicable to the Aircraft.

1. Supplier Selection

Customer will:

1.1 Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

Galley System	[*]
Galley Inserts	[*]
Seats (passenger)	N/A
Overhead & Audio System	[*]
In-Seat Video System	N/A
Miscellaneous Emergency Equipment	[*]
Cargo Handling System	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

2. On-dock Dates.

On or before [*], Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (BFE Document) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in-sequence installation of BFE. For planning purposes, a preliminary BFE on-dock schedule is set forth below:

Preliminary BFE on-dock dates for planning purposes only:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Preliminary BFE on-dock dates for planning purposes only:

<u>Month/Year Delivery</u>	<u>Qty</u>	<u>Seats</u>	<u>Galleys & Furnishings</u>	<u>Miscellaneous Emergency Equipment</u>	<u>Electronics</u>	<u>Textiles/Raw Materials</u>	<u>Cargo Handling System</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
Sub-total	42						

The following four (4) [*] aircraft with [*]:

<u>Month/Year Delivery</u>	<u>Qty</u>	<u>Seats</u>	<u>Galleys & Furnishings</u>	<u>Miscellaneous Emergency Equipment</u>	<u>Electronics</u>	<u>Textiles/Raw Materials</u>	<u>Cargo Handling System</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Preliminary BFE on-dock dates for planning purposes only:

Month/Year Delivery [*]	Qty [*]	Seats [*]	Galleys & Furnishings [*]	Miscellaneous Emergency Equipment [*]	Electronics [*]	Textiles/Raw Materials [*]	Cargo Handling System [*]
Total Aircraft [*].	46						

3. Additional Delivery Requirements—Import.

Customer will be the “**importer of record**” (as defined by the U.S. Customs and Border Protection) for all BFE imported into the United States, and as such, it has the responsibility to ensure all of Customer’s BFE shipments comply with U.S. Customs Service regulations. In the event Customer requests Boeing, in writing, to act as importer of record for Customer’s BFE, and Boeing agrees to such request, Customer is responsible for ensuring Boeing can comply with all U.S. Customs Import Regulations by making certain that, at the time of shipment, all BFE shipments comply with the requirements in the “International Shipment Routing Instructions”, including the Customs Trade Partnership Against Terrorism (**C-TPAT**), as set out on the Boeing website referenced below. Customer agrees to include the International Shipment Routing Instructions, including C-TPAT requirements, in each contract between Customer and BFE supplier.

http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

P.A. No. 03712 SA-2

BFE1-3

BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 3

to

Purchase Agreement No. 3712

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 767-3S2F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the December 11, 2012 by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3712, dated December 14, 2011 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 767-3S2F Aircraft (the Aircraft); and

B. WHEREAS, Customer desires to add four (4) new firm Aircraft to the Purchase Agreement, with delivery dates as follows;

Delivery Month & Year for new firm Aircraft
[*]
[*]
[*]
[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 3 to
Purchase Agreement No. 3712

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the Table of Contents with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 3.
2. Boeing and Customer acknowledge and agree that, upon execution of this Supplemental Agreement, the four (4) new firm Aircraft described in Recital Paragraph B (i) are hereby added to the Purchase Agreement, (ii) are added to Table 1-A1, (iii) are considered Block C Aircraft, (iv) have the business terms described in letter agreement FED-PA-03712-LA-1208949 and (v) [*]. The Block C Aircraft will be deemed "Aircraft" for all purposes under the Purchase Agreement except as described herein.
3. Remove and replace, in its entirety, Table 1-A1 with a revised Table 1-A1 attached hereto to add the four (4) new Aircraft described in Recital Paragraph B.
4. Remove and replace, in its entirety, letter agreement FED-PA-03712-LA-1106584R1 with a revised letter agreement FED-PA-03712-LA-1106584R2 attached hereto to include aircraft performance guarantees applicable to Aircraft listed in Table 1-A1.
5. As a result of the changes incorporated in this Supplemental Agreement No. 3, Customer will owe payment to Boeing in the amount of (i) [*] applicable to the four (4) firm Aircraft referenced in Recital Paragraph B, which amount is [*]. The parties agree that this payment may be satisfied by [*] as of the date of this Supplemental Agreement, as documented under paragraph 8 of Supplemental Agreement No. 22 under purchase agreement 3157.
6. The [*] payments of [*] will continue to be treated under the Purchase Agreement as [*] payments, except that such funds shall be [*] no later than [*]. Funds [*] as aforesaid will cease to be [*] under the Purchase Agreement. [*]. For clarity, the terms "pre-delivery payment(s)", "PDP(s)" and "advance payment(s)" are used on an interchangeable basis.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 3 to
Purchase Agreement No. 3712

7. This Supplemental Agreement No. 3 to the Purchase Agreement shall not be effective unless (i) executed and delivered by the parties on or prior to **December 11, 2012** and (ii) Customer and Boeing execute and deliver Supplemental Agreement No. 22 to Purchase Agreement No. 3157 on or before **December 11, 2012**.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ STUART C. ROSS

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ PHILLIP C. BLUM

Its: Vice President Aircraft Acquisition

TABLE OF CONTENTS

ARTICLES

1	Quantity, Model and Description
2	Delivery Schedule
3	Price
4	Payment
5	Additional Terms

SA Number**TABLES**

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1-B	Exercised Option Aircraft Information Table	2
1-B1	Exercised Block D Option Aircraft Table	2
1-C	Exercised Purchase Right Aircraft Information Table	2

EXHIBIT

A	Aircraft Configuration	2
B	Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

AE1	Escalation Adjustment/Airframe and Optional Features	
BFE1	BFE Variables	2
CS1	Customer Support Variables	
EE1	Engine Escalation, Engine Warranty and Patent Indemnity	
SLP1	Service Life Policy Components	

FED-PA-03712

November 29, 2012

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BOEING PROPRIETARY

LETTER AGREEMENTS		SA Number
LA-1106151R1	LA- [*] Special Matters – Option Aircraft	1
LA-1106152	LA- [*] Special Matters – Firm Aircraft	
LA-1106153	LA-Liquidated Damages Non-Excusable Delay	
LA-1106154R1	LA-Firm Aircraft Delivery Matters	1
LA-1106155	LA-Open Configuration Matters	
LA-1106156R1	LA-Option Aircraft	1
LA-1106157	AGTA Amended Articles	
LA-1106158R1	LA- Purchase Right Aircraft	1
LA-1106159R1	LA- Special Matters Concerning [*]	1
LA-1106160	LA-Spare Parts Initial Provisioning	
LA-1106163	LA-Demonstration Flight Waiver	
LA-1106177	[*]	
LA-1106207R1	LA-Special Matters Firm Aircraft	1
LA-1106208R1	LA-Special Matters Option Aircraft	1
LA-1106574	LA- Deviation from [*]	
LA-1106584R2	LA- Performance Guarantees	3
LA-1106586	LA-Miscellaneous Matters	
LA-1106614	LA-Special Matters Purchase Right Aircraft	
LA-1106824	LA-Customer Support Matters	
LA-1208292	LA- [*] Special Matters – Block B and C Aircraft	1
LA-1208296	LA-Special Matters Exercised Block D Option Aircraft	1
LA-1208949	LA-Special Matters Block C Aircraft in Table 1-A1	1
6-1162-SCR-146	LA Special Provisions concerning Block B Aircraft	1

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

SUPPLEMENTAL AGREEMENTS

Supplemental Agreement No. 1

Supplemental Agreement No. 2

Supplemental Agreement No. 3

FED-PA-03712

DATED AS OF:

June 29, 2012

October 8, 2012

December 11, 2012

November 29, 2012

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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106584R2

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Aircraft Performance Guarantees

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F firm aircraft listed on Table 1-A and Table 1-A1 or as otherwise agreed by Boeing and Customer in writing (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes FED-PA-03712-LA-1106584R1 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the performance guarantees in the Attachment. These guarantees [*] expire upon delivery of the Aircraft to Customer. Customer agrees to limit the remedy for non-compliance of any performance guarantee to the terms in Letter Agreements No. FED-PA-03712-LA-1106153 entitled "Liquidated Damages – Non-Excusable Delay" and FED-PA-03712-LA-1106574 entitled "Agreement for Deviation [*]."

Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ STUART C. ROSS

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 11, 2012

FEDERAL EXPRESS CORPORATION

By /s/ PHILLIP C. BLUM

Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1106584R2

Aircraft Performance Guarantees

November 29, 2012

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BOEING PROPRIETARY

**MODEL 767-300 FREIGHTER PERFORMANCE GUARANTEES
FOR FEDERAL EXPRESS CORPORATION**

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	MANUFACTURER'S EMPTY WEIGHT
4	SOUND LEVELS
5	AIRCRAFT CONFIGURATION
6	GUARANTEE CONDITIONS
7	GUARANTEE COMPLIANCE
8	EXCLUSIVE GUARANTEES

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

P.A. No. 3712

AERO-B-BBA4-M11-1089B

BOEING PROPRIETARY

SS12-0336

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 4

to

Purchase Agreement No. 3712

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 767-3S2F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the December 10, 2013 by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3712, dated December 14, 2011 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 767-3S2F Aircraft (the Aircraft); and

B. WHEREAS, Customer desires to add two (2) new firm Aircraft to the Purchase Agreement, hereinafter referred to as Block C Aircraft, with delivery dates as follows:

Delivery Month & Year of new firm Aircraft	Block
[*]	Block C Aircraft
[*]	Block C Aircraft

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 4 to
Purchase Agreement No. 3712

1. Remove and replace, in its entirety, the Table of Contents with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 4.
2. Boeing and Customer acknowledge and agree that, upon execution of this Supplemental Agreement, the two (2) Aircraft described in Recital Paragraph B (i) are hereby added to the Purchase Agreement, (ii) are added to Table 1-A1, (iii) are considered by the parties as "Block C Aircraft", (iv) have the business terms described in letter agreement FED-PA-03712-LA-1208949 and (v) are to be escalated based on the terms pursuant to letter agreement FED-PA-03712-LA-1208292, as amended. The Block C Aircraft will be deemed "Aircraft" for all purposes under the Purchase Agreement except as described herein.
3. Remove and replace, in its entirety, Table 1-A1 with a revised Table 1-A1 attached hereto to add the two (2) Aircraft described in Recital Paragraph B.
4. For the sake of clarity, the parties agree that the two (2) Aircraft added herein shall be subject to certain delivery matters as described the Letter Agreement FED-PA-03712-LA-1106154R1, paragraphs 3 through 5.
5. The parties acknowledge that a change in the [*] with respect to change number 3443D156A98, in which the [*]. Accordingly, Exhibit A is revised to reflect this change and is incorporated in this Supplemental Agreement No. 4 to the Purchase Agreement.
6. The parties agree to add letter agreement FED-PA-03712-LA-1306854 to the Purchase Agreement in this Supplemental Agreement No. 4.
7. As a result of the changes incorporated in this Supplemental Agreement No. 4, Customer will [*] to each of the two (2) Aircraft referenced in Recital Paragraph B and added to the Purchase Agreement herein, [*]. For clarity, the terms "pre-delivery payment(s)", "PDP(s)" and "advance payments" are used on an interchangeable basis. The [*] after Customer notifies Boeing that its board of directors has approved the content hereof.
8. This Supplemental Agreement No. 4 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to **December 6, 2013**.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement 4 to
Purchase Agreement No. 3712

9. Notwithstanding the foregoing Article 8, this Supplemental Agreement No. 4 shall not be effective unless and until, and the matters expressed herein are expressly conditioned upon, Customer receiving approval from the board of directors of Customer's parent company, FedEx Corporation. Should such approval not be granted and confirmed in writing by Customer to Boeing by **December 11, 2013**, this Supplemental Agreement shall automatically terminate and be null and void in all respects, and neither party shall owe any obligation to the other party with respect to the matters expressed herein; provided, however, no such termination shall otherwise impact the parties' rights and obligations existing under the Purchase Agreement, as amended or otherwise modified, prior to this Supplemental Agreement. For the sake of clarity, neither party shall be deemed to be in default hereunder for failing to have performed any obligation created under this Supplement Agreement, including without limitation any payment obligation, prior to the receipt by Boeing of the aforementioned written confirmation.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Stuart C. Ross

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President Aircraft Acquisition

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<u>ARTICLES</u>	<u>SA Number</u>
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1-A1	Block C Aircraft Information Table
1-B	Exercised Option Aircraft Information Table
1-B1	Exercised Block D Option Aircraft Table
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 <u>EXHIBIT</u>	
A	Aircraft Configuration
B	Aircraft Delivery Requirements and Responsibilities
 <u>SUPPLEMENTAL EXHIBITS</u>	
AE1	Escalation Adjustment/Airframe and Optional Features
BFE1	BFE Variables
CS1	Customer Support Variables
EE1	Engine Escalation, Engine Warranty and Patent Indemnity
SLP1	Service Life Policy Components

FED-PA-03712
December 6, 2013

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BOEING PROPRIETARY

<u>LETTER AGREEMENTS</u>		<u>SA NUMBER</u>
LA-1106151R1	LA-[*] Special Matters – Option Aircraft	1
LA-1106152	LA-[*] Special Matters – Firm Aircraft	
LA-1106153	LA-Liquidated Damages Non-Excusable Delay	
LA-1106154R1	LA-Firm Aircraft Delivery Matters	1
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LA-1106157	AGTA Amended Articles	
LA-1106158R1	LA- Purchase Right Aircraft	1
LA-1106159R1	LA- Special Matters Concerning [*]	1
LA-1106160	LA-Spare Parts Initial Provisioning	
LA-1106163	LA-Demonstration Flight Waiver	
LA-1106177	LA-[*]	
LA-1106207R1	LA-Special Matters Firm Aircraft	1
LA-1106208R1	LA-Special Matters Option Aircraft	1
LA-1106574	LA- Deviation from [*]	
LA-1106584R2	LA- Performance Guarantees	3
LA-1106586	LA-Miscellaneous Matters	
LA-1106614	LA-Special Matters Purchase Right Aircraft	
LA-1106824	LA-Customer Support Matters	
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LA-1208296	LA-Special Matters Exercised Block D Option Aircraft	1
LA-1208949	LA-Special Matters Block C Aircraft in Table 1-A1	1
6-1162-SCR-146	LA Special Provisions concerning Block B Aircraft	1
LA-1306854	Performance Guarantees, Demonstrated Compliance	4

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712
December 6, 2013

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BOEING PROPRIETARY

SUPPLEMENTAL AGREEMENTS
Supplemental Agreement No. 1
Supplemental Agreement No. 2
Supplemental Agreement No. 3
Supplemental Agreement No. 4

FED-PA-03712
December 6, 2013

DATED AS OF:
June 29, 2012
October 8, 2012
December 11, 2012
December 10, 2013

SA - 4

BOEING PROPRIETARY

BOEING PROPRIETARY

**Exhibit A To
Boeing Purchase Agreement**

<u>Configuration Item Number</u>	<u>Title</u>	[*]	[*]
[*]	[*]	[*]	[*]
OPTIONS: [*]	TOTAL—SPECIAL FEATURES—EXHIBIT A: [*] [*]		

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BOEING PROPRIETARY

Page 1 of 1



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1306854

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Performance Guarantees, Demonstrated Compliance

Reference: Purchase Agreement No. **3712 (Purchase Agreement)** between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-300 Freighter firm aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

The Attachment to Letter Agreement No FED-PA-03712-LA-1306584 contains performance guarantees (**Performance Guarantees**).

1. Demonstration of Compliance.

1.1 Standard Method.

Article 5.4 of the Aircraft General Terms Agreement Number AGTA-FED between Boeing and Customer dated November 7, 2006 (AGTA) provides that Boeing shall furnish to Customer as soon as practicable flight test data, obtained on an aircraft of the same type as the Aircraft, certified as correct by Boeing, to evidence compliance with the Performance Guarantees (**Aircraft Report**); and that any Performance Guarantee shall be deemed to be met if reasonable engineering interpretations and calculations based on such flight test data establish that the Aircraft would, if actually flown, comply with such guarantee. This method of demonstrating compliance with the Performance Guarantees is defined as the "**Standard Method**". Except as provided in paragraph 1.2, the Standard Method will be used for establishing compliance with all Performance Guarantees.

1.2 Demonstration Method – Delivery Flight Verification.

1.2.1 Notwithstanding the provisions of Article 5.4 of the AGTA, if Customer elects to purchase the option for the Demonstration Method pursuant to paragraph 2 herein for any Aircraft, then Customer shall have the right to request that the Demonstration Method (as defined in paragraph 1.2.4 herein) be used in lieu of the Standard Method. Each Aircraft for which Customer elects to purchase the Demonstration Method shall be a "**Demonstration Aircraft**".

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1.2.2 Customer will provide Boeing written notice to purchase the Demonstration Method no later than three (3) months prior to the first day of the month of scheduled delivery of any Demonstration Aircraft. Notwithstanding the foregoing, with respect to **MSN 43544**, scheduled for delivery in November 2013, Customer agrees to provide written notice to Boeing no later than **October 24, 2013**.

1.2.3 Customer will coordinate with Boeing to establish a flight plan for the delivery flight with sufficient flight time in stable air to gather the Calibrated Performance data described in Attachment A to this Letter Agreement.

1.2.4 For each Demonstration Aircraft, Boeing shall provide the [*] the respective delivery flight of a Demonstration Aircraft for the purpose of acquiring cruise fuel mileage performance data to be used in demonstrating compliance with the guarantees defined in paragraph 4 below (**Particular Guarantees**). The methodology described in this paragraph 1.2.4 shall be referred to as the "**Demonstration Method**".

1.2.5 Establishing compliance with the Particular Guarantees shall be referred to as "**Demonstration Calibrated Performance**" and will be derived as follows:

1.2.5.1 During the delivery flight of each Demonstration Aircraft, cruise fuel mileage data will be obtained utilizing the calibrated production instruments of such Demonstration Aircraft. Such data shall be obtained during periods of stable cruise, in accordance with and subject to the applicable provisions of Part A of Attachment A to this Letter Agreement. The data will be analyzed in accordance with the applicable provisions of Part B of Attachment A hereto for establishing the Demonstration Calibrated Performance of the applicable Demonstration Aircraft.

1.2.6 As soon as practicable, but not later than [*] following completion of the Demonstration Method flight of each Demonstration Aircraft, Boeing shall present to Customer the final results of the Demonstration Calibrated Performance data together with supporting flight test data and analysis. To the extent the Demonstration Calibrated Performance as set forth in the Aircraft Report for such Demonstration Aircraft is equal to or better than the minimum value of the Particular Guarantees, compliance with such Guarantees shall be established for such Demonstration Aircraft.

2. Price for Demonstration Method.

2.1 The price for the Demonstration Method shall be [*]. Subject to the provisions of paragraphs 2.2 through 2.3, below, such amount [*]. For the avoidance of doubt, the price described in this article [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



2.2 If Boeing fails to demonstrate compliance with the guaranteed minimum value of any of the Particular Guarantees on any Demonstration Aircraft, Boeing shall test subsequently delivered Aircraft using the Demonstration Method, as soon as possible, considering the time available between the realization of failure and the first subsequent airplane delivery, [*]. In addition, Boeing [*] of any of the Particular Guarantees; and

2.3 If, by means of such test, Boeing successfully demonstrates that any Aircraft is in compliance with the guaranteed minimum value of the Particular Guarantees by the Demonstration Method, then tests of each subsequently delivered Aircraft, if any, shall be at Customer's option and at Customer's expense. If Boeing fails to demonstrate compliance with the guaranteed minimum value of any of the Particular Guarantees by the Demonstration Method on subsequently delivered Aircraft, [*]. In addition, Boeing shall test subsequently delivered Aircraft [*].

3. Use of Demonstration Aircraft.

Customer agrees that Boeing may use the Aircraft to conduct the flight tests described in paragraph 1.2 hereof and that Customer will accept delivery of such Demonstration Aircraft [*].

4. Particular Guarantees.

4.1 The guarantees for which the Demonstration Method of compliance will be applicable are the Cruise Range Guarantee set forth in paragraph 2.3, the Mission Payload Guarantees set forth in paragraphs 2.4.1, 2.4.2, 2.4.3, and 2.4.4, and the Mission Block Fuel Guarantee set forth in paragraph 2.4.5 of the Performance Guarantees adjusted as set forth in paragraph 4.2 below.

4.2 When using the Demonstration Method for a Demonstration Aircraft, the guarantee values of the applicable Performance Guarantees shall be [*] to account for the use of calibrated cockpit instruments, in lieu of more extensive flight tests using flight test instrumentation systems and methods as described in the then current revision of Boeing Document D041A404, "The Determination of Cruise Fuel Mileage by Flight Testing Boeing Commercial Production Airplanes". Such adjustments which reflect the effect of [*] on the guarantee parameter are applied to the guarantee values in the following manner:

- a) Cruise Range – [*]
- b) Mission Payload Guarantee 2.4.1 – [*]
- c) Mission Payload Guarantee 2.4.2 – [*]
- d) Mission Payload Guarantee 2.4.3 – [*]
- e) Mission Payload Guarantee 2.4.4 – [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



f) Mission Block Fuel Guarantee 2.4.5 – [*]

4.3 Such Cruise Range, Mission Payload, and Mission Block Fuel Guarantees so adjusted are hereinafter referred to as the "**Particular Guarantees**".

5. Rights and Obligations in the Event of a Compliance Deviation.

5.1 Aircraft Delivery. The parties agree that a "**Compliance Deviation**" shall refer to instances in which a demonstrated value (regardless of the method by which the compliance is demonstrated) exceeds the guaranteed minimum value of a particular Performance Guarantee. In the event of a Compliance Deviation for any Aircraft at the time Boeing tenders for delivery, Boeing will provide the applicable remedies set forth in paragraph 5.2 and paragraph 6. Customer cannot refuse to accept delivery of such Aircraft because of such Compliance Deviation.

5.2 Post Delivery Improvement to Reduce or Eliminate the Compliance Deviation. In the event of a Compliance Deviation for any Aircraft, the following terms and conditions will apply:

5.2.1 To the extent Boeing reasonably determines it is economically and technically practicable, Boeing will use reasonable efforts to design, or cause to be designed by engine manufacturer, airplane drag improvement parts and/or engine fuel flow improvement parts (**Improvement Parts**) which, when installed in such Aircraft, would reduce or eliminate the Compliance Deviation.

5.2.2 If Boeing provides, or causes to be provided Improvement Parts for such Aircraft, then Customer and Boeing will mutually agree upon the details of an Improvement Parts program. The Improvement Parts [*]; except Improvement Parts provided by the engine manufacturer [*]. Boeing and/or engine manufacturer, as applicable, will provide reasonable support for such a Improvement Parts program [*].

5.2.3 If Customer elects to install Improvement Parts in such Aircraft, such installation will be within [*] after the delivery of such Improvement Parts to Customer as long as such installation can be accomplished during normal Aircraft line maintenance. Improvement Parts which cannot be installed during Aircraft line maintenance will be installed within a mutually agreed period of time. All Improvement Parts will be installed in accordance with Boeing and engine manufacturer instructions.

5.2.4 Boeing will provide and will cause engine manufacturer to provide [*]. Improvement Parts related to engines will apply also to spare engines [*]. Boeing will provide or will cause the engine manufacturer to provide Customer reasonable advance written notice of the estimated on-dock date at Customer's maintenance base for any such Improvement Parts. Customer's [*] must reference this Letter Agreement and be submitted to Boeing Warranty and Product Assurance Contracts using established warranty procedures set forth in Exhibit C of the AGTA and other terms identified in the Improvement Parts program contemplated in paragraph 5.2.2 herein.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



6. Payments.

In the event that Boeing has not provided, or caused to be provided by the engine manufacturer, Improvement Parts which eliminate the Compliance Deviation, then Boeing will provide only the remedies described in this paragraph 6.

6.1 [__]. [*]

6.1.1 [*]

6.1.2 Customer will provide to Boeing, within [*].

6.1.3 Boeing will review the [*]. At its option, Boeing may request additional information from Customer to further substantiate the [*]. Such additional information will not be unreasonably requested by Boeing, nor unreasonably withheld by Customer.

6.2 [__]. [*] In no event [*] set forth in Attachment B hereto [*].

6.3 [__]. The amount of performance improvement attributable to any Improvement Parts will be determined by Boeing analysis based on data certified to be correct by Boeing. The amount of such improvement will be deemed to be the amount of improvement as calculated using reasonable engineering interpretations based on the data furnished pursuant to Article 5.4 of the AGTA and the data furnished pursuant to this paragraph 6.3. If Customer elects not to install Improvement Parts in any applicable Aircraft as set forth in paragraph 5.2 above, [*].

7. Duplication of Benefits.

Boeing and Customer agree it is not the intent of the parties to provide benefits hereunder in addition to the benefits to be provided under the Purchase Agreement, and any direct commitment to Customer by the engine manufacturer.

8. Exclusive Remedy.

Customer agrees that the remedies contained in paragraphs 5.2 and 6 are Customer's exclusive remedies for purposes of resolving all issues with respect to the Performance Guarantees of Customer's Aircraft and are in lieu of all other rights, remedies claims and causes of action Customer may have in connection therewith. Customer releases Boeing and its successors, affiliates and subsidiaries from all rights, remedies, claims and causes of action relating to or arising from such Performance Guarantees.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



9. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

10. Confidential Treatment.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

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BOEING PROPRIETARY



If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ Stuart C. Ross
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this
Date: 10/25/13

FEDERAL EXPRESS CORPORATION

By /s/ Bill West, Jr.
Its V.P. Supplemental Air Operations

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PART A

DATA SOURCES AND METHOD OF DATA ACQUISITION

Demonstration Method

1. Data Sources (Calibrated Performance)

Since special flight test instrumentation will not be used, data will be taken from flight deck instrument displays or available aircraft data systems and the appropriate calibration corrections will be applied to such data. The applicable instruments shall be calibrated in Boeing laboratories or equivalent prior to the test. The following tabulation summarizes the minimum data which will be taken.

Mach	[*]
Altitude	[*]
Air Temperature	[*]
Primary Power Setting Parameter	[*]
Ground Speed	[*]
Fuel Flow	[*]
Initial Gross Weight	[*]
Current Gross Weight	[*]

2. Data Correction

The corrections applied to the data will be in accordance with normal engineering practices as detailed in the then current revision of Boeing Document D041A404, "The Determination of Cruise Fuel Mileage by Flight Testing Boeing Commercial Production Airplanes." These procedures correct the data for instrument calibrations, temperature deviation from a standard day, variation from unaccelerated level flight, difference between test and nominal gross weight divided by ambient static pressure ratio (W/δ), altitude effect, Reynolds Number effect, wing aeroelastics, center of gravity, variation in electrical load, ECS operation, the differences between the measured fuel heating value and the Boeing standard value of 18,580 BTU/LB, and other corrections as appropriate.

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PART B

METHOD FOR DETERMINING CALIBRATED PERFORMANCE

Demonstration Method

1. For each Demonstration Aircraft, a series of points will be taken during the delivery flight to determine Cruise Specific Air Range with the target of getting [*] Mach numbers at or near the cruise Mach number specified in the Performance Guarantees and for [*] W/δ values to be representative of conditions of the Performance Guarantees with a minimum impact on the scheduled flight plan. All test data will be adjusted to represent conditions of level, unaccelerated flight on a standard day and nominal conditions consistent with those used in the analysis of extensive flight test data obtained on an aircraft of the same type as the Aircraft as documented in the Cruise Performance Substantiation Document for the applicable Model 767-300 Freighter.
2. For the purpose of determining the Demonstration Calibrated Performance to be used in demonstrating compliance with the Particular Guarantees, the numerical average of deviations of the data for the Demonstration Aircraft will be calculated as compared to the database used for the "Standard Method". The average deviation so determined will be used to determine an adjustment factor to be applied to the fuel mileage level documented in the Cruise Performance Substantiation Document for the applicable Model 767- 300 Freighter. This factored fuel mileage level will be used to establish the Demonstration Calibrated Performance to be used in the calculation of compliance of the Demonstration Aircraft with the Particular Guarantees.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

[*]

[*]

(a) [*] pursuant to paragraph 6.2 of the Letter Agreement to which this Attachment B is incorporated [*]

[*]

NOTE: Any rounding of a number, as required under this Attachment with respect to [*], shall be accomplished as follows: If the first digit of the portion to be dropped from the number to be rounded is five or greater, the preceding digit shall be raised to the next higher number.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplemental copies of these attachments to the Securities and Exchange Commission or its staff upon request.

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INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 5

to

Purchase Agreement No. 3712

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 767-3S2F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of the September 29, 2014 by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into that certain Purchase Agreement No. 3712, dated December 14, 2011 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 767-3S2F Aircraft (the Aircraft); and

B. WHEREAS, Customer desires to add four (4) new firm Aircraft to the Purchase Agreement, hereinafter referred to as Block C Aircraft, with delivery dates as follows:

<u>Delivery Month & Year of new firm Aircraft</u>	<u>Block</u>
[*]	Block C Aircraft

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

1. Remove and replace, in its entirety, the Table of Contents with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 5.
2. Boeing and Customer acknowledge and agree that, upon execution of this Supplemental Agreement No. 5, the four (4) Block C Aircraft described in Recital Paragraph B (i) are hereby added to the Purchase Agreement, (ii) are added to Table 1-A1, (iii) are considered by the parties as “Block C Aircraft”, (iv) have the business terms described in Letter Agreement FED-PA-03712-LA-1208949, Special Matters for Block C Aircraft in Table 1-A1, and (v) are to be escalated based on the terms pursuant to Letter Agreement FED-PA-03712-LA-1208292R1, Special Matters Concerning Escalation – Block B and Block C Aircraft (such Letter Agreement revised pursuant to paragraph 4 below). These Block C Aircraft will be deemed “Aircraft” for all purposes under the Purchase Agreement except as described herein.
3. Remove and replace, in its entirety, Table 1-A1 with a revised Table 1-A1 attached hereto to add the four (4) Block C Aircraft described in Recital Paragraph B.
4. Revise Letter Agreement FED-PA-03712-LA-1208292, Special Matters Concerning Escalation – Block B and Block C Aircraft to Letter Agreement FED-PA-03712-LA-1208292R1, Special Matters Concerning Escalation – Block B and Block C Aircraft [*] to the four (4) Block C Aircraft described in Recital Paragraph B.
5. For the sake of clarity, the parties agree that the four (4) Block C Aircraft added herein shall be subject to Letter Agreement FED-PA-03712-LA-1106159R1, Special Matters Concerning [*], and certain delivery matters as described in the Letter Agreement FED-PA-03712-LA-1106154R1, Firm Aircraft Delivery Matters, Paragraphs 3 through 5.
6. As a result of the changes incorporated in this Supplemental Agreement No. 5, Customer will [*] to each of the four (4) Block C Aircraft referenced in Recital Paragraph B and added to the Purchase Agreement herein, [*]. For clarity, the terms “pre-delivery payment(s)”, “PDP(s)” and “advance payment(s)” are used on an interchangeable basis. [*].

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7. This Supplemental Agreement No. 5 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to **September 30, 2014**.
8. Notwithstanding the foregoing Article 7, this Supplemental Agreement No. 5 shall not be effective unless and until, and the matters expressed herein are expressly conditioned upon, Customer receiving approval from the board of directors of Customer's parent company, FedEx Corporation. Should such approval not be granted and confirmed in writing by Customer to Boeing by **September 30, 2014**, this Supplemental Agreement shall automatically terminate and be null and void in all respects, and neither party shall owe any obligation to the other party with respect to the matters expressed herein; provided, however, no such termination shall otherwise impact the parties' rights and obligations existing under the Purchase Agreement, as amended or otherwise modified, prior to this Supplemental Agreement. For the sake of clarity, neither party shall be deemed to be in default hereunder for failing to have performed any obligation created under this Supplement Agreement, including without limitation any payment obligation, prior to the receipt by Boeing of the aforementioned written confirmation.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ L. Kirsten Jensen

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President Aircraft Acquisition

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LA-1106154R1	LA-Firm Aircraft Delivery Matters	1
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LA-1208949	LA-Special Matters Block C Aircraft in Table 1-A1	1
6-1162-SCR-146	LA Special Provisions concerning Block B Aircraft	1
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September 23, 2014

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SUPPLEMENTAL AGREEMENTS

Supplemental Agreement No. 1
Supplemental Agreement No. 2
Supplemental Agreement No. 3
Supplemental Agreement No. 4
Supplemental Agreement No. 5

FED-PA-03712
September 23, 2014

DATED AS OF:

June 29, 2012
October 8, 2012
December 11, 2012
December 10, 2013
September 29, 2014

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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1208292R1

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Special Matters Concerning Escalation – Block B and Block C Aircraft
Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) **cancels and supersedes Letter Agreement FED-PA-03712-LA-1208292 and amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The terms provided in this Letter Agreement will be applicable to Block B and Block C Aircraft.**

1. [*].

1.1 Boeing will [*] for the Airframe Price and Optional Features Prices of each Block B and Block C Aircraft for the period beginning [*] and continuing through [*], in accordance with the terms of this Letter Agreement.

1.2 Notwithstanding the [*], in the event Boeing reschedules a Block B or Block C Aircraft delivery outside the [*] pursuant to the delivery flexibility described in Letter Agreement Firm Aircraft Delivery Matters (FED-PA-03712-LA-1106154R1), Boeing agrees that the [*] will extend to apply to such rescheduled Block B or Block C Aircraft.

1.3 For the avoidance of doubt, in the event of an Excusable Delay or Non-Excusable Delay of a Block B or Block C Aircraft, Boeing and Customer acknowledge that the [*] to the contracted delivery month will be applied to such Block B or Block C Aircraft.

1.4 If Boeing and Customer mutually agree to reschedule a Block B or Block C Aircraft within the [*], the affected Block B or Block C Aircraft will continue to receive the [*] described herein, [*] to the rescheduled delivery month.

1.5 The [*] for the Airframe Price and Optional Features Price of each Block B and Block C Aircraft will be [*] during the [*] at a [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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[*]

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2. Determining [*] for Block B and Block C Aircraft Delivering Within the [*].

2.1 For Block B and Block C Aircraft delivering within the [*], Boeing will, at time of Block B and Block C Aircraft delivery, calculate the [*] of the Airframe Price and Optional Features Price using (i) [*] in accordance with the provisions of [*] to the Purchase Agreement [*] and (ii) the [*]. The final Block B and Block C Aircraft Price will include the [*] Airframe Price and Optional Features Price utilizing the [*] or the [*], except as set forth below.

2.2 Notwithstanding paragraph 2.1 above, if [*] calculated pursuant to the [*], Customer will [*] on the Airframe Price and Optional Features Price [*] on the applicable Block B and Block C Aircraft; or

2.3 If [*] calculated pursuant to the [*], Customer will [*] on the Airframe Price and Optional Features Price [*] on the applicable Block B and Block C Aircraft. At least [*] of a Block B or Block C Aircraft, but not [*] of a Block B or Block C Aircraft, Boeing will provide Customer notification in the event the [*].

2.4 For an example of the determination of escalation factor applicable to the Airframe and Optional Features, refer to Attachment C to this Letter Agreement.

3. Effect on Advance Payments.

The amount and timing of advance payments Customer is required to pay to Boeing pursuant to the Purchase Agreement shall be unaffected by any terms set forth in this Letter Agreement.

4. Block B and Block C Aircraft Applicability.

Unless otherwise stated, the terms of this Letter Agreement shall only apply to the Block B and Block C Aircraft set forth in Tables 1-A1 and 1-B of the Purchase Agreement as of the execution date of this Letter Agreement.

5. Applicability to Other Financial Consideration.

The escalation adjustment for any other sum identified in the Purchase Agreement as subject to escalation pursuant to Supplemental Exhibit AE1, and which pertains to Block B and Block C Aircraft set forth in Tables 1-A1 and 1-B, as of the date of this Letter Agreement, shall be calculated using the escalation methodology established in this Letter Agreement notwithstanding any other provisions of the Purchase Agreement to the contrary.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



6. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

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September 23, 2014

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BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 29, 2014

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President Aircraft Acquisition

Attachments A, B and C

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September 23, 2014

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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38118

Subject: [*]

References: (a) Customer Services General Terms Agreement No. S2-2 (CSGTA) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**)
(b) Supplemental Agreement No. 5 to Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

[*]

Customer understands that Boeing considers certain commercial and financial information contained in this offer as confidential. Customer agrees that it will treat this offer and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this offer or any information contained herein to any other person or entity without the written consent of Boeing.

Please sign and return this offer on or before September 30, 2014, the date on which this offer will otherwise expire.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

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[*]

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BOEING PROPRIETARY



AGREED AND ACCEPTED this

September 29, 2014

Date

THE BOEING COMPANY

/s/ L. Kirsten Jensen

Signature

/s/ L. Kirsten Jensen

Printed name

Attorney-in-Fact

Title

FEDERAL EXPRESS CORPORATION

/s/ Phillip C. Blum

Signature

/s/ Phillip C. Blum

Printed name

Vice President

Title

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplemental copies of these attachments to the Securities and Exchange Commission or its staff upon request.

FED-LA-1403577

[*]

September 23, 2014

LA Page 2

BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-LKJ-0696R6

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38118

Subject: [*]

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

All terms used but not defined in this letter agreement (Letter Agreement) have the same meaning as in the Purchase Agreement. Other than as provided in this Letter Agreement all terms and conditions of the Purchase Agreement are hereby ratified and confirmed.

1. [*]

2. Customer understands that Boeing considers certain commercial and financial information contained in this offer as confidential. Customer agrees that it will treat this offer and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this offer or any information contained herein to any other person or entity without the written consent of Boeing.

Please sign and return this offer on or before January 22, 2015.

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6-1162-LKJ-0696R6

January 22, 2015

[*]

Page 1

BOEING PROPRIETARY



AGREED AND ACCEPTED this

1/22/2015

Date

THE BOEING COMPANY

/s/ L. Kirsten Jensen

Signature

L. Kirsten Jensen

Printed name

Attorney-in-Fact

Title

FEDERAL EXPRESS CORPORATION

/s/ George Silverman

Signature

George Silverman

Printed name

Vice President Materiel Management

Title

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

6-1162-LKJ-0696R6

January 22, 2015

[*]

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BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

Supplemental Agreement No. 6
to
Purchase Agreement No. 3712
between
The Boeing Company
And
Federal Express Corporation
Relating to Boeing Model 767-3S2F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of July 21, 2015 by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

WITNESSETH:

A. WHEREAS, the parties entered into Purchase Agreement No. 3712, dated December 14, 2011 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 767-3S2F Aircraft (the Aircraft); and

B. WHEREAS, Customer desires to add fifty (50) Aircraft to the Purchase Agreement, which shall be designated as either Block E, Block F or Block G Aircraft, with delivery dates as follows:

<u>Delivery Month & Year of new Aircraft</u>	<u>Block</u>
[*]	Block E

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[*]	Block E
[*]	Block F
[*]	Block F
[*]	Block F

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[*]	Block F
[*]	Block G

C. WHEREAS, Customer desires to reschedule twenty (20) Option Aircraft with delivery dates as follows:

<u>Prior Delivery Month & Year for Option Aircraft</u>	<u>Revised Delivery Month & Year for Option Aircraft</u>
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

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[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

D. WHEREAS, Customer desires to reschedule fifteen (15) Block D Option Aircraft with delivery dates as follows:

<u>Prior Delivery Month & Year for Block D Option Aircraft</u>	<u>Revised Delivery Month & Year for Block D Option Aircraft</u>
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

E. WHEREAS, Customer desires to add fifteen (15) Option Aircraft to the Purchase Agreement, hereinafter referred to as Option Aircraft, with delivery dates as follows:

F. WHEREAS, Customer desires to add thirty-seven (37) Purchase Rights to the Purchase Agreement.

G. WHEREAS, Customer desires that [*] except as specifically provided for in this Supplemental Agreement.

H. WHEREAS, Customer, Boeing and General Electric Company have executed a separate Tri-party Agreement Regarding [*] dated July 21, 2015_to address certain [*].

I. WHEREAS, Boeing has provided Customer a Letter regarding [*].

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

1. Remove and replace, in its entirety, the Table of Contents with the revised Table of Contents attached hereto to reflect certain corrections to Letter Agreement titles and the changes made by this Supplemental Agreement No. 6.

2. Boeing and Customer acknowledge and agree that execution of this Supplemental Agreement No. 6 and upon fulfillment of the condition described in Article 25 below, (i) thirty-five (35) of the fifty (50) Aircraft described in Recital Paragraph B are hereby added to the Purchase Agreement and are considered by the parties as "Block E Aircraft", (ii) eleven (11) of the fifty (50) Aircraft described in Recital Paragraph B are hereby added to the Purchase Agreement and are considered by the parties as "Block F Aircraft", (iii) four (4) of the fifty (50) Aircraft described in Recital paragraph B above are hereby added to the Purchase Agreement as conditional firm aircraft and will be considered by the parties as "Block G Aircraft", (iv) the twenty (20) Option Aircraft described in Recital Paragraph C above and the fifteen (15) Block D Option Aircraft described in Recital Paragraph D above are rescheduled as described herein, (v) the fifteen (15) Option Aircraft described in Recital Paragraph E are hereby added to the Purchase Agreement as "Option Aircraft" and shall be deemed such for all purposes under the Purchase Agreement except as otherwise set forth herein and (vi) thirty-seven (37) Purchase Rights are hereby added to the Purchase Agreement increasing the total quantity of Purchase Rights to fifty (50). The Block E, F and G Aircraft will be deemed "Aircraft" for all purposes under the Purchase Agreement.

3. Insert a new Table 1-A2, attached hereto, to add to the Purchase Agreement the thirty-five (35) Block E Aircraft, the eleven (11) Block F Aircraft and the four (4) Block G Aircraft described in Recital Paragraph B above.

4. Revise and replace in its entirety, Table 1-B with a revised Table 1-B, attached hereto, to update the specification reference and to add a note pertaining to one Block B Aircraft.

5. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106151R1, Special Matters Concerning.* – Option Aircraft and Certain Purchase Right Aircraft, with Letter Agreement FED-PA-03712-LA-1106151R2, Special Matters Concerning.* – Option Aircraft and Certain Purchase Right Aircraft, attached hereto, to extend the [*] for Option Aircraft and apply the [*] of such revised Letter Agreement to the fifteen (15) Option Aircraft described in Recital Paragraph E above.

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6. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106154R1, Firm Aircraft Delivery Matters, with Letter Agreement FED-PA-03712-LA-1106154R2, Firm Aircraft and Option Aircraft Delivery Matters, attached hereto, to revise the [*] applicable to firm Aircraft and Option Aircraft pursuant to the Purchase Agreement.

7. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106156R1, Option Aircraft, with Letter Agreement FED-PA-03712-LA-1106156R2, Option Aircraft, and attachments 1 and 2 and new attachments 3 and 4 to such Letter Agreement, each attached hereto, to reflect: (i) revised terms relating to Option Aircraft, (ii) the rescheduling of the Option Aircraft described in Recital Paragraph C above, (iii) the rescheduling of the Block D Option Aircraft described in Recital Paragraph D above and (iv) the addition of the Option Aircraft described in Recital Paragraph E above.

8. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106158R1, Right to Purchase Additional Aircraft, with Letter Agreement FED-PA-03712-LA-1106158R2, Right to Purchase Additional Aircraft, attached hereto, to add the Purchase Rights described in Recital Paragraph F above and to revise the delivery window and expiration date of the Purchase Rights.

9. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106177, [*], with Letter Agreement FED-PA-03712-LA-1106177R1, [*], attached hereto, to revise certain business terms.

10. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106574, Agreement for Deviation from the [*], with Letter Agreement FED-PA-03712-LA-1106574R1, Agreement for Deviation from the [*], attached hereto, to reflect the performance guarantee Letter Agreement revision described in Paragraph 11 below.

11. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106584R3, Aircraft Performance Guarantees, with Letter Agreement FED-PA-03712-LA-1106584R4, Aircraft Performance Guarantees, attached hereto, to reflect the addition of the Block E, Block F and Block G Aircraft described in Recital Paragraph B above.

12. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106614R1, Special Matters for Purchase Right Aircraft, with Letter Agreement FED-PA-03712-LA-1106614R2, Special Matters for Purchase Right Aircraft, attached hereto, to reflect a revision to the business terms applicable to Purchase Rights Aircraft, if exercised.

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13. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1208292R1, Special Matters Concerning Escalation – Block B and Block C Aircraft with Letter Agreement FED-PA-03712-LA-1208292R2, Special Matters Concerning Escalation – Block B, Block C, Block E, Block F and Block G Aircraft, attached hereto, to extend the [*] and apply the [*] of such revised Letter Agreement to the thirty-five (35) Block E Aircraft, the eleven (11) Block F Aircraft and the four (4) Block G Aircraft described in Recital Paragraph B.

14. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1208296, Special Matters for Block D Option Aircraft, with Letter Agreement FED-PA-03712-LA-1208296R1, Special Matters for Block D Option Aircraft, attached hereto, to reflect a revision to the business terms applicable to Block D Option Aircraft, if exercised.

15. Revise and replace in its entirety Letter Agreement 6-1162-SCR-146, Special Provision - Block B Aircraft, with Letter Agreement 6-1162-SCR-146R1, Special Provision - Block B and Block G Aircraft, attached hereto, to reflect the addition of the four (4) Block G Aircraft and the application of the terms of the revised Letter Agreement to such Block G Aircraft.

16. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1306854, Performance Guarantees, Demonstrated Compliance, with Letter Agreement FED-PA-03712-LA-1306854R1, Performance Guarantees, Demonstrated Compliance, attached hereto, to reflect the performance guarantee Letter Agreement revision described in Paragraph 11 above.

17. Add a new Letter Agreement 6-1162-LKJ-0705, Special Matters for Block E, Block F and Block G Aircraft in Table 1-A2, attached hereto, to describe the business terms applicable to the Block E, Block F and Block G Aircraft described in Recital Paragraph B above.

18. Add a new Letter Agreement 6-1162-LKJ-0707, Agreement Regarding [*], attached hereto, to describe the terms applicable to [*].

19. Add a new Letter Agreement 6-1162-LKJ-0709, [*]Special Matters, attached hereto, to describe [*].

20. For the sake of clarity, the parties agree that the thirty-five (35) Block E Aircraft, eleven (11) Block F Aircraft and four (4) Block G Aircraft added herein shall be subject to Letter Agreement FED-PA-03712-LA-1106159R1, Special Matters Concerning [*] and Letter Agreement FED-PA-03712-LA-1106584R4, Aircraft Performance Guarantees.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BOEING PROPRIETARY

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21. Letter Agreement 6-1162-LKJ-0696R6, [*], executed by the parties on January 22, 2015, is hereby added to the Table of Contents of the Purchase Agreement. Additionally, for the avoidance of doubt, the thirty-five (35) Block E Aircraft and the eleven (11) Block F Aircraft (both of which are described in Recital Paragraph B above) are [*] pursuant to Letter Agreement 6-1162-LKJ-0696R6, and, together with the four (4) Aircraft added to the Purchase Agreement pursuant to Supplemental Agreement No. 5, raise the total number of [*] purchased as of the date of execution of this Supplemental Agreement No. 6 to fifty (50).

22. The parties agree that the revisions in this SA-6 are intended to result in [*] except as specifically provided for in this Supplemental Agreement. Notwithstanding the above, [*] to Customer consisting of: (i) an additional [*] for the Block E, Block F and Block G Aircraft as described in paragraph 1.6 of Letter Agreement 6-1162-LKJ-0705, Special Matters for Block E, Block F and Block G Aircraft in Table 1-A2 in an [*] and subject to [*] in accordance with the Purchase Agreement, (ii) a [*] applicable to [*] as described in Letter Agreement FED-S2-2-LA-1501881, [*] Special Matters = [*][*] as described in Letter Agreement FED-PA-03712-LA-1106177R1, [*], resulting in [*], and (iv) [*] as described in Letter Agreement 6-1162-LKJ-0696R6, [*], which the parties acknowledge for the purposes of this Article 22 is [*].

23. As a result of the changes incorporated in this Supplemental Agreement No. 6, Customer will [*] applicable to each of the thirty-five (35) Block E Aircraft, eleven (11) Block F Aircraft, and four (4) Block G Aircraft described in Recital Paragraph B and added to the Purchase Agreement pursuant to this Supplemental Agreement No. 6 and (ii) an Option Deposit [*] for each of the fifteen (15) Option Aircraft described in Recital Paragraph E and added to the Purchase Agreement pursuant to this Supplemental Agreement No. 6. [*]. For clarity, the terms “pre-delivery payment(s)”, “PDP(s)” and “advance payment(s)” are used on an interchangeable basis. [*] of executing this Supplemental Agreement No. 6.

24. This Supplemental Agreement No. 6 to the Purchase Agreement shall not be effective unless executed and delivered by the parties on or prior to **July 31, 2015**.

25. Notwithstanding the foregoing Article 24, the effectiveness of this Supplemental Agreement No. 6 is expressly conditioned upon Customer receiving approval from the board of directors of Customer's parent company, FedEx Corporation. Should such approval not be granted and confirmed in writing by Customer to Boeing on or by July 31, 2015, this Supplemental Agreement No. 6 shall automatically terminate and be null and void in all respects, and neither party shall owe

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BOEING PROPRIETARY

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any obligation to the other party with respect to the matters expressed herein; *provided, however,* no such termination shall otherwise impact the parties' rights and obligations existing under the Purchase Agreement, as amended or otherwise modified, prior to this Supplemental Agreement No. 6. For the sake of clarity, neither party shall be deemed to be in default hereunder for failing to have performed any obligation created under this Supplemental Agreement No. 6, including, without limitation, any payment obligation, prior to the receipt by Boeing of the aforementioned written confirmation.

BOEING PROPRIETARY

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Supplemental Agreement No. 6 to
Purchase Agreement No. 3712

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Kirsten Jensen

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President Aircraft Acquisition

BOEING PROPRIETARY
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ARTICLES

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- 2 Delivery Schedule
- 3 Price
- 4 Payment
- 5 Additional Terms

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- 1-A Firm Aircraft Information Table 1

- 1-A1 Block C Aircraft Information Table

- 1-A2 Block E, Block F and Block G Aircraft Information Table 6**

- 1-B Exercised Option Aircraft Information Table 6

- 1-B1 Exercised Block D Option Aircraft Information Table 2

- 1-C Exercised Purchase Right Aircraft Information Table 2

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- A Aircraft Configuration 4

- B Aircraft Delivery Requirements and Responsibilities

SUPPLEMENTAL EXHIBITS

- AE1 Escalation Adjustment/Airframe and Optional Features

- BFE1 BFE Variables 2

- CS1 Customer Support Variables

- EE1 Engine Escalation, Engine Warranty and Patent Indemnity

- SLP1 Service Life Policy Components

- FED-PA-03712 SA-6

BOEING PROPRIETARY

<u>LETTER AGREEMENTS</u>		<u>SA Number</u>
LA-1106151R2	LA-Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft	6
LA-1106152	LA-Special Matters Concerning [*] – Firm Aircraft	
LA-1106153	LA-Liquidated Damages Non-Excusable Delay	
LA-1106154R2	LA-Firm Aircraft and Option Aircraft Delivery Matters	6
LA-1106155	LA-Open Configuration Matters	
LA-1106156R2	LA-Option Aircraft	6
LA-1106157	AGTA Amended Articles	
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LA-1106159R1	LA-Special Matters Concerning [*]	1
LA-1106160	LA-Spare Parts Initial Provisioning	
LA-1106163	LA-Demonstration Flight Waiver	
LA-1106177R1	LA- [*]	6
LA-1106207R1	LA-Special Matters Firm Aircraft	1
LA-1106208R1	LA-Special Matters Option Aircraft	1
LA-1106574R1	LA-Agreement for Deviation from the [*]	6
LA-1106584R4	LA-Aircraft Performance Guarantees	6
LA-1106586	LA-Miscellaneous Matters	
LA-1106614R1	LA-Special Matters for Purchase Right Aircraft	6
LA-1106824	LA-Customer Support Matters	
LA-1208292R2	LA-Special Matters Concerning Escalation – Block B, Block C, Block E, Block F and Block G Aircraft	6
LA-1208296R1	LA-Special Matters for Block D Option Aircraft	6
LA-1208949	LA-Special Matters Block C Aircraft in Table 1-A1	1
6-1162-SCR-146R1	LA Special Provision - Block B and Block G Aircraft	6
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6-1162-LKJ-0696R6	LA-[*]	6
6-1162-LKJ-0705	LA-Special Matters for Block E, Block F and Block G Aircraft in Table 1-A2	
6-1162-LKJ-0707	LA- Agreement Regarding [*]	6
6-1162-LKJ-0709	[*] Special Matters	6

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SUPPLEMENTAL AGREEMENTS
Supplemental Agreement No. 1
Supplemental Agreement No. 2
Supplemental Agreement No. 3
Supplemental Agreement No. 4
Supplemental Agreement No. 5
Supplemental Agreement No. 6

FED-PA-03712

DATED AS OF:
June 29, 2012
October 8, 2012
December 11, 2012
December 10, 2013
September 29, 2014
July 21, 2015

SA-6

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106151 R2

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. In addition, this Letter Agreement cancels and supersedes Letter Agreement FED-PA-03712-LA-1106151**R1** in its entirety. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The terms provided in this Letter Agreement will be applicable to exercised Option Aircraft, as identified in the Table 1-B and Table 1-B1 of the Purchase Agreement (**Exercised Option Aircraft**) and Purchase Right Aircraft, as **identified in Table 1-C** that are exercised and scheduled for delivery to Customer through [*] (**Applicable Purchase Right Aircraft**).

1. [*]

1.1 Boeing will [*] for the Airframe Price and Optional Features Prices of each Exercised Option Aircraft and Applicable Purchase Right Aircraft for the period beginning [*] and continuing through [*], in accordance with the terms of this Letter Agreement.

1.2 Notwithstanding the [*], in the event Boeing reschedules an Exercised Option Aircraft delivery outside the [*] pursuant to the delivery flexibility described in Letter Agreement Option Aircraft (FED-PA-03712-LA-1106156**R2**) Boeing agrees that the [*] will extend to apply to such rescheduled Exercised Option Aircraft.

1.3 For the avoidance of doubt, in the event of an Excusable Delay or Non-Excusable Delay of an Exercised Option Aircraft or Applicable Purchase Right Aircraft, Boeing and Customer acknowledge that the [*] to the contracted delivery month will be applied to such Exercised Option Aircraft or Applicable Purchase Right Aircraft.

1.4 If Boeing and Customer mutually agree to reschedule an Exercised Option Aircraft or Applicable Purchase Right Aircraft within the [*], the affected Exercised Option Aircraft or Applicable Purchase Right Aircraft will continue to receive the [*] described herein, [*] to the rescheduled delivery month.

1.5 The [*] for the Airframe Price and Optional Features Price of each Exercised Option Aircraft and Applicable Purchase Right Aircraft will be [*] during the [*] at a [*].

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2. Determining [*] for Aircraft Delivering Within the [*].

2.1 For Exercised Option Aircraft and Applicable Purchase Right Aircraft delivering within the [*], Boeing will, at time of Exercised Option Aircraft or Applicable Purchase Right Aircraft delivery, calculate the [*] of the Airframe Price and Optional Features Price using (i) [*] in accordance with the provisions of [*] to the Purchase Agreement [*] and (ii) the [*]. The final Aircraft Price will include the [*] Airframe Price and Optional Features Price utilizing the [*] or the [*], except as set forth below.

2.2 Notwithstanding paragraph 2.1 above, if [*] calculated pursuant to the [*], Customer will [*] on the Airframe Price and Optional Features Price [*] on the applicable Exercised Option Aircraft or Applicable Purchase Right Aircraft; or

2.3 If [*] calculated pursuant to the [*], Customer will [*] on the Airframe Price and Optional Features Price [*] on the applicable Exercised Option Aircraft or Applicable Purchase Right Aircraft. At least eighteen [*] of an Exercised Option Aircraft or Applicable Purchase Right Aircraft, but not [*] of a Exercised Option Aircraft or Applicable Purchase Right Aircraft, Boeing will provide Customer notification in the event the [*].

2.4 For an example of the determination of escalation factor applicable to the Airframe and Optional Features, refer to Attachment C to this Letter Agreement.

3. Effect on Advance Payments.

The amount and timing of advance payments Customer is required to pay to Boeing pursuant to the Purchase Agreement shall be unaffected by any terms set forth in this Letter Agreement.

4. Aircraft Applicability.

Unless otherwise stated, the terms of this Letter Agreement shall only apply to the Exercised Option Aircraft and Applicable Purchase Right Aircraft.

5. Applicability to Other Financial Consideration.

The escalation adjustment for any other sum identified in the Purchase Agreement as subject to escalation pursuant to Supplemental Exhibit AE1, and which pertains to an Exercised Option Aircraft and Applicable Purchase Right Aircraft, shall be calculated using the escalation methodology established in this Letter Agreement notwithstanding any other provisions of the Purchase Agreement to the contrary.

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6. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712-LA-1106151R2

Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft
BOEING PROPRIETARY

SA-6

Page 3



Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisition

Attachments A, B and C

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106154 R2

Federal Express Corporation
3610 Hacks Cross
Memphis TN 38125

Subject: Firm Aircraft and Option Aircraft Delivery Matters

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. In addition, this Letter Agreement cancels and supersedes Letter Agreement FED-PA-03712-LA-1106154R1 in its entirety. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The information provided in this Letter Agreement will be applicable to the firm Aircraft identified in Tables of the Purchase Agreement only (**Firm Aircraft**).

1. INTENTIONALLY DELETED.

2. INTENTIONALLY DELETED.

3. Firm Aircraft and Option Aircraft Scheduled to Deliver after [*]. Notwithstanding Firm Aircraft delivery dates as provided in the Tables and Option Aircraft delivery months provided in Letter Agreement FED-PA-03712-LA-1106156R2, Option Aircraft, that reflect deliveries after [*], Boeing reserves the right to [*]. Notwithstanding anything herein or elsewhere to the contrary, the parties specifically agree to the following: (i) [*]

4. Customer Delivery Constraints. Notwithstanding Article 3 of this Letter Agreement, Boeing will not [*].

5. [*]. Upon request from Boeing, Customer agrees to discuss [*].

6. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712-LA-1106154R2
Firm Aircraft and Option Aircraft Delivery Matters

BOEING PROPRIETARY

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Page 1



consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

FED-PA-03712-LA-1106154R2

Firm Aircraft and Option Aircraft Delivery Matters

SA-6

Page 2

BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1106154**R2**
Firm Aircraft **and Option Aircraft** Delivery Matters

BOEING PROPRIETARY

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Page 3



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106156 R2

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Option Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. In addition, this Letter Agreement cancels and supersedes FED-PA-03712-LA-1106156R1 in its entirety. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase Option Aircraft.

Subject to the terms and conditions contained in this Letter Agreement, Customer has the option to purchase **thirty-five (35)** additional Model 767-3S2F aircraft as option aircraft (**Option Aircraft**) and fifteen (15) additional Model 767-3S2F aircraft as Block D option aircraft (**Block D Option Aircraft**). Except as set forth herein, and in the Purchase Agreement, the Block D Option Aircraft are considered Option Aircraft.

2. Delivery.

The number of Option Aircraft and associated delivery months are listed in the Attachment 1 to this Letter Agreement. The number of Block D Option Aircraft and associated delivery months are listed in the Attachment 2 to this Letter Agreement.

3. Configuration.

The configuration for the Option Aircraft will be the Detail Specification for model 767-3S2F aircraft at the revision level in effect at the time of Supplemental Agreement. Such Detail Specification will be revised to include (i) changes required to obtain required regulatory certificates and (ii) other changes as mutually agreed upon by Customer and Boeing.

4. Price.

4.1 The Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for each of the Option Aircraft shall remain in base year [*] and such prices will be subject to escalation in accordance with the Purchase Agreement.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



4.2 Subject to the provisions of Letter Agreement FED-PA-03712-LA-1106151R2 titled “Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft” the Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for each of the Option Aircraft will be adjusted for escalation in accordance with the Purchase Agreement.

4.3 The Advance Payment Base Price for each exercised Option Aircraft shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Supplemental Agreement.

5. Payment.

5.1 Customer will pay an option deposit to Boeing in the amount of [*] (Option Deposit) for each of the fifteen (15) Option Aircraft added to the Purchase Agreement pursuant to Supplemental Agreement No. 6 to the Purchase Agreement (SA-6). The parties acknowledge that Customer has previously paid an Option Deposit to Boeing in the amount of [*] for (i) each of the fifteen Block D Option Aircraft added to the Purchase agreement pursuant to Supplemental Agreement No. 1 to the Purchase Agreement, and (ii) each of the twenty (20) Option Aircraft in Attachment 1 prior to the execution of SA-6. If Customer exercises an option, the Option Deposit will be credited against the first advance payment due. [*].

5.2 At Supplemental Agreement for the Option Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the Option Aircraft will be paid at the time of delivery.

6. Option Exercise.

6.1 Customer will exercise [*], by giving written notice to Boeing on or before the **first business day of the month that is [*]** months prior to the month of delivery [*] (Option Exercise Date). [*].

6.2 [*]

6.3 The parties agree that Option Aircraft, once exercised, will be added to Table 1-B or Table 1-B1, as applicable, of the Purchase Agreement.

7. [*]

8. [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



9. Supplemental Agreement.

Following Customer's exercise of an option the parties will sign a supplemental agreement for the purchase of such Option Aircraft (**Supplemental Agreement**). The Supplemental Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement.

10. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

FED-PA-03712-LA-1106156**R2**

Option Aircraft

SA-6

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BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisition

Attachments

FED-PA-03712-LA-1106156**R2**
Option Aircraft

BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106158**R2**

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Right to Purchase Additional Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. In addition, this Letter Agreement cancels and supersedes FED-PA-03712-LA-1106158**R1** in its entirety. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase Incremental Aircraft.

Subject to the terms and conditions contained herein, Customer will have the right to purchase (**Purchase Right**) **fifty (50)** additional Boeing Model 767-3S2F aircraft as purchase right aircraft (**Purchase Right Aircraft**).

2. Delivery.

The Purchase Right Aircraft delivery positions are [*].

3. Configuration.

The configuration for the Purchase Right Aircraft will be the Detail Specification for Model 767-3S2F aircraft at the revision level in effect at the time of the Supplemental Agreement. Such Detail Specification will be revised to include (i) changes required to obtain required regulatory certificates and (ii) other changes as mutually agreed upon by Boeing and Customer.

4. Price.

4.1 The Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for the Purchase Right Aircraft shall remain in base year [*] and such prices will be subject to escalation to the scheduled delivery date of the Purchase Right Aircraft.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712-LA-1106158**R2**

Right to Purchase Additional Aircraft

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BOEING PROPRIETARY



4.2 Subject to the provisions of Letter Agreement FED-PA-03712-LA-1106151R2 "Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft", the Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for each of the Purchase Right Aircraft will be adjusted for escalation in accordance with the Purchase Agreement.

4.3 The Advance Payment Base Price for each exercised Purchase Right Aircraft shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Supplemental Agreement.

5. Payment.

At Supplemental Agreement for the Purchase Right Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the Purchase Right Aircraft will be paid at the time of delivery.

6. Notice of Exercise and Payment of Deposit.

6.1 Customer may exercise a Purchase Right by giving written notice (**Notice of Exercise**) to Boeing. All Purchase Right aircraft must be exercised for delivery no later than [*]. Such Notice of Exercise shall be accompanied by payment, by electronic transfer to the account specified below, in accordance with the Purchase Agreement. Such amount will be the initial advance payment due at execution of the Supplemental Agreement.

[*]

6.2 The parties agree that Purchase Right Aircraft, once exercised, will be added to Table 1-C of the Purchase Agreement.

7. Supplemental Agreement.

Following Customer's exercise of a Purchase Right in accordance with the terms and conditions stated herein [*], the parties will sign a supplemental agreement for the purchase of such Purchase Right Aircraft (**Supplemental Agreement**) within thirty (30) calendar days of such exercise (**Purchase Right Exercise**). The Supplemental Agreement will include the provisions then contained in the Purchase Agreement as modified to reflect the provisions of this Letter Agreement and any additional mutually agreed terms and conditions.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



8. [*]

9. General Expiration of Rights.

Each Purchase Right shall expire at the time of execution of the Supplemental Agreement for the applicable Purchase Right Aircraft, or, if no such Supplemental Agreement is executed, on [*].

10. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1106158**R2**
Right to Purchase Additional Aircraft

BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106177R1

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: [*]

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2 Freighter aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing and Customer wish to enter into an agreement pursuant to which each party will [*] as more specifically provided below.

1. Definitions.

[*]

2. [*]

3. [*]

4. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part. For the purpose of supporting Customer's operation of the Aircraft, Boeing agrees that the rights and obligations described in this Letter Agreement may be assigned, in whole or in part, to any subsidiary of the FedEx Corporation.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712-LA-1106177R1

[*]

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Page 1

BOEING PROPRIETARY



5. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

Federal Express Corporation

By /s/ Phillip C. Blum

Its Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106574R1

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Agreement for Deviation from the [*]

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2 Freighter firm aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes FED- PA-03712-LA-06574 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

The Attachment to Letter Agreement No FED-PA-03712-LA-1106584R4 contains performance guarantees (**Performance Guarantees**). [*] applicable to the Aircraft in accordance with such Performance Guarantees. Boeing offers the following items in the event that the guarantee compliance report furnished to Customer for any Aircraft pursuant to Article 5.4 of the AGTA shows [*].

1. Demonstration of Compliance.

Article 5.4 of the AGTA and the Performance Guarantees provide a procedure for demonstration of compliance with the Performance Guarantees prior to Aircraft delivery. That method will be used to demonstrate compliance with the [*].

2. Rights and Obligations in the Event of a Compliance Deviation.

2.1 Aircraft Delivery. In the event of a Compliance Deviation for any Aircraft, at the time Boeing tenders that Aircraft for delivery, Boeing will provide the applicable remedies set forth in paragraph 2.2 and section 3. Customer cannot refuse to accept delivery of such Aircraft because of such Compliance Deviation.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



2.2 Post Delivery Improvement to Reduce or Eliminate the Compliance Deviation. In the event of a Compliance Deviation for any Aircraft, the following terms and conditions will apply:

2.2.1 To the extent Boeing reasonably determines it is economically and technically practicable, Boeing will use reasonable efforts to design, or cause to be designed by engine manufacturer, airplane drag improvement parts and/or engine fuel flow improvement parts (**Improvement Parts**) which, when installed in such Aircraft, would reduce or eliminate the Compliance Deviation.

2.2.2 If Boeing elects to provide, or to cause to be provided, Improvement Parts for such Aircraft, then Customer and Boeing will mutually agree upon the details of an Improvement Parts program. Improvement Parts [*]; except Improvement Parts that are provided by the engine manufacturer [*]. Boeing and/or engine manufacturer, as applicable, will provide reasonable support for such a program [*].

2.2.3 If Customer elects to install Improvement Parts in such Aircraft, they will be installed within [*] after the delivery of such Improvement Parts to Customer if such installation can be accomplished during Aircraft line maintenance. Improvement Parts which cannot be installed during Aircraft line maintenance will be installed within a mutually agreed period of time. All Improvement Parts will be installed in accordance with Boeing and engine manufacturer instructions.

2.2.4 Boeing will provide and/or will cause engine manufacturer to provide [*]. Improvement Parts related to engines will apply also to spare engines [*]. Boeing and/or the engine manufacturer, as applicable, will give Customer reasonable advance written notice of the estimated on-dock date at Customer's maintenance base for any such Improvement Parts. Customer's [*] must reference this Letter Agreement and be submitted to Boeing Warranty and Product Assurance Contracts using established warranty procedures and other terms identified in the Improvement Parts program contemplated in paragraph 2.2.2 herein.

3. Payments.

In the event that Boeing has not provided, or caused to be provided by the engine manufacturer, Improvement Parts which eliminate the Compliance Deviation, then Boeing will provide only the remedies described in this section 3.

3.1 [*]

3.1.1 [*]

3.1.2 Customer will provide to Boeing, [*].

3.1.3 Boeing will review the [*]. At its option, Boeing may request additional information from Customer to further substantiate the [*]. Such additional information will not be unreasonably requested by Boeing, nor unreasonably withheld by Customer.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



3.2 [*]. In no event [*] set forth in the Attachment A hereto [*].

3.3 [*]. The amount of performance improvement attributable to any Improvement Parts will be determined by Boeing analysis based on data certified to be correct by Boeing. The amount of such improvement will be deemed to be the amount of improvement as calculated using reasonable engineering interpretations based on the data furnished pursuant to Article 5.4 of the AGTA and the data furnished pursuant to this paragraph 3.3. If Customer elects not to install Improvement Parts in any applicable Aircraft as set forth in paragraph 2.2 above, [*].

4. Duplication of Benefits.

If compensation becomes available to Customer under more than one Boeing guarantee, engine manufacturer guarantee, or warranty, Customer will not receive duplicative compensation, but will receive the compensation most beneficial to Customer.

5. Exclusive Remedy.

Customer agrees that the remedies contained in Sections 2 and 3 are Customer's exclusive remedies for purposes of resolving all issues with respect to the Performance Guarantees of Customer's Aircraft and are in lieu of all other rights, remedies, claims and causes of action Customer may have in connection therewith. Customer releases Boeing and its successors, affiliates and subsidiaries from all present, past and future rights, remedies, claims and causes of action, whether arising at law or otherwise, known or unknown, relating to or arising from such Performance Guarantees.

6. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106584R4

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Aircraft Performance Guarantees

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F firm aircraft listed on Table 1-A, Table 1-A1, **1-A2** and Table 1-B or as otherwise agreed by Boeing and Customer in writing (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. In addition, this Letter Agreement cancels and supersedes FED-PA-03712-LA-1106584R3 in its entirety. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the performance guarantees in the Attachment. These guarantees are exclusive and expire upon delivery of the Aircraft to Customer. Customer agrees to limit the remedy for non-compliance of any performance guarantee to the terms in Letter Agreements No. FED-PA-03712- LA-1106153 entitled "Liquidated Damages – Non-Excusable Delay" and FED-PA-03712-LA-1106574R1 entitled "Agreement for Deviation from the [*]."

Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1106584**R4**
Aircraft Performance Guarantees

BOEING PROPRIETARY

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MODEL 767-300 FREIGHTER PERFORMANCE GUARANTEES

FOR FEDERAL EXPRESS CORPORATION

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	MANUFACTURER'S EMPTY WEIGHT
4	SOUND LEVELS
5	AIRCRAFT CONFIGURATION
6	GUARANTEE CONDITIONS
7	GUARANTEE COMPLIANCE
8	EXCLUSIVE GUARANTEES

P.A. No. 3712
AERO-B-BBA4-M11-1089B

SS12-0336

BOEING PROPRIETARY

1 AIRCRAFT MODEL APPLICABILITY

[*]

2 FLIGHT PERFORMANCE

2.1 Takeoff

[*]

2.2 Landing

[*]

2.3 Cruise Range

[*]

2.4 Mission

2.4.1 Mission Payload

[*]

2.4.2 Mission Payload

[*]

2.4.3 Mission Payload

[*]

2.4.4 Mission Payload

[*]

2.4.5 Mission Block Fuel

[*]

2.4.6 [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

2.4.7 767-300F Weight Summary – S-544

[*]

2.4.8 Standard and Operational Items Allowance

[*]

3 MANUFACTURER'S EMPTY WEIGHT

[*]

4 SOUND LEVELS

[*]

5 AIRCRAFT CONFIGURATION

[*]

6 GUARANTEE CONDITIONS

[*]

7 GUARANTEE COMPLIANCE

[*]

8 EXCLUSIVE GUARANTEES

The only performance guarantees applicable to the Aircraft are those set forth in this Attachment.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106614R1

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Purchase Right Aircraft

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) **cancels and supersedes Letter Agreement FED-PA-03712-LA-1106614 and amends** and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memorandum provided for in this Letter Agreement will be applicable to exercised Purchase Right Aircraft only (**Exercised Purchase Right Aircraft**), as described in letter agreement FED-PA-03712-LA-1106158R2, **Right to Purchase Additional Aircraft**.

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in Paragraphs 1.1 through 1.5 are in [*] base year dollars and will be escalated to the scheduled month of the respective **Exercised** Purchase Right Aircraft delivery pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Exercised Purchase Right Aircraft. The Credit Memoranda may, at the election of Customer, be (i) [*].

3. [*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Exercised Purchase Right Aircraft at time of delivery and becoming the operator of the **Exercised** Purchase Right Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President

FED-PA-03712-LA-1106614R1
Special Matters **for** Purchase Right Aircraft

BOEING PROPRIETARY

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Page 2



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1208292R2

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Special Matters Concerning Escalation – Block B, Block C, **Block E, Block F and Block G** Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (Aircraft)

This letter agreement (**Letter Agreement**) cancels and supersedes Letter Agreement FED-PA-03712-LA-1208292R1 and amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The terms provided in this Letter Agreement will be applicable to Block B, Block C, **Block E, Block F and Block G** Aircraft.

1. [*].

1.1 Boeing will [*] for the Airframe Price and Optional Features Prices of each Block B, Block C, **Block E, Block F and Block G** Aircraft for the period beginning [*] and continuing through [*], in accordance with the terms of this Letter Agreement.

1.2 Notwithstanding the [*], in the event Boeing reschedules a Block B, Block C, **Block E, Block F or Block G** Aircraft delivery outside the [*] pursuant to the delivery flexibility described in Letter Agreement Firm Aircraft Delivery Matters (FED-PA-03712-LA-1106154R2), Boeing agrees that the [*] will extend to apply to such rescheduled Block B, Block C, **Block E, Block F or Block G** Aircraft.

1.3 For the avoidance of doubt, in the event of an Excusable Delay or Non-Excusable Delay of a Block B, Block C, **Block E, Block F or Block G** Aircraft, Boeing and Customer acknowledge that the [*] to the contracted delivery month will be applied to such Block B, Block C, **Block E, Block F or Block G** Aircraft.

1.4 If Boeing and Customer mutually agree to reschedule a Block B, Block C, **Block E, Block F or Block G** Aircraft within the [*], the affected Block B, Block C, **Block E, Block F or Block G** Aircraft will continue to receive the [*] described herein, [*] to the rescheduled delivery month.

1.5 The [*] for the Airframe Price and Optional Features Price of each Block B, Block C, **Block E, Block F and Block G** Aircraft will be [*] during the [*] at a [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



2. Determining [*] for Block B, Block C, **Block E, Block F and Block G** Aircraft Delivering Within the [*].

2.1 For Block B, Block C, **Block E, Block F and Block G** Aircraft delivering within the [*], Boeing will, at time of Block B, Block C, **Block E, Block F and Block G** Aircraft delivery, calculate the [*] of the Airframe Price and Optional Features Price using (i) [*] in accordance with the provisions of [*] to the Purchase Agreement [*] and (ii) the [*]. The final Block B, Block C, **Block E, Block F and Block G** Aircraft Price will include the [*] Airframe Price and Optional Features Price utilizing the [*] or the [*], except as set forth below.

2.2 Notwithstanding paragraph 2.1 above, if [*] calculated pursuant to the [*], Customer will [*] on the Airframe Price and Optional Features Price [*] on the applicable Block B, Block C, **Block E, Block F and Block G** Aircraft; or

2.3 If [*] calculated pursuant to the [*], Customer will [*] on the Airframe Price and Optional Features Price [*] on the applicable Block B, Block C, **Block E, Block F and Block G** Aircraft. At least [*] of a Block B, Block C, **Block E, Block F or Block G** Aircraft, but not [*] of a Block B, Block C, **Block E, Block F or Block G** Aircraft, Boeing will provide Customer notification in the event the [*].

2.4 For an example of the determination of escalation factor applicable to the Airframe and Optional Features, refer to Attachment C to this Letter Agreement.

3. Effect on Advance Payments.

The amount and timing of advance payments Customer is required to pay to Boeing pursuant to the Purchase Agreement shall be unaffected by any terms set forth in this Letter Agreement.

4. Block B, Block C, **Block E, Block F and Block G** Aircraft Applicability.

Unless otherwise stated, the terms of this Letter Agreement shall only apply to the Block B, Block C, **Block E, Block F and Block G** Aircraft set forth in Tables 1-A1, **1-A2** and 1-B of the Purchase Agreement as of the execution date of this Letter Agreement.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5. Applicability to Other Financial Consideration.

The escalation adjustment for any other sum identified in the Purchase Agreement as subject to escalation pursuant to Supplemental Exhibit AE1, and which pertains to Block B, Block C, **Block E, Block F and Block G** Aircraft set forth in Tables 1-A1, **1-A2** and 1-B as of the date of this Letter Agreement, shall be calculated using the escalation methodology established in this Letter Agreement notwithstanding any other provisions of the Purchase Agreement to the contrary.

6. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

FED-PA-03712-LA-1208292**R2**

Special Matters Concerning Escalation – Block B, Block C, Block E, Block F and Block G Aircraft

BOEING PROPRIETARY

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Page 3



Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisition

Attachments A, B and C

FED-PA-03712-LA-1208292**R2**

Special Matters Concerning Escalation – Block B, Block C, Block E, Block F and Block G Aircraft
BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1208296R1

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Block D Option Aircraft

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) **cancels and supersedes Letter Agreement FED-PA-03712-LA-1208296** and amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memorandum provided for in this Letter Agreement will be applicable to exercised Block D Option Aircraft only, which (i) are priced in [*] dollars and (ii) once exercised by the Customer will be added to Table 1-B1 of the Purchase Agreement (**Exercised Block D Option Aircraft**).

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in Paragraphs 1.1 through 1.5 are in [*] base year dollars and will be escalated to the same time period as the Airframe pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Exercised Block D Option Aircraft. The Credit Memoranda may, at the election of Customer, be [*].

3. [*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Exercised Block D Option Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

FED-PA-03712-LA-1208296R1

Special Matters for Block D Option Aircraft

SA-6

Page 2

BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1208296R1
Special Matters for Block D Option Aircraft

BOEING PROPRIETARY

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Page 3



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-SCR-146R1

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Special Provision – **Block B and Block G Aircraft**

Reference: Purchase Agreement 3712 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 767-3S2F aircraft (the Aircraft)

This letter agreement (Letter Agreement) **cancels and supersedes Letter Agreement 6-1162-SCR-146** and amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

[Defined Terms]

“Block B Aircraft” means the four (4) Option Aircraft exercised, as identified in Table 1-B as Block B Aircraft, under Supplemental Agreement Number 1 to the Purchase Agreement and shall have the meaning as defined therein.

“Block G Aircraft” means the four (4) Aircraft identified in Table 1-A2 as Block G Aircraft pursuant to Supplemental Agreement Number 6 to the Purchase Agreement and shall have the meaning as defined therein.

[*]

“RLA” or “Railway Labor Act” means 45 USC Section 151 et seq.

“NLRA” or “National Labor Relations Act” means 29 USC Section 151 et seq.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1162-SCR-146R1
Special Provision – **Block B and Block G Aircraft**

SA-6
Page 1

BOEING PROPRIETARY



Very Truly Yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By Phillip C. Blum
Its Vice President Aircraft Acquisition

6-1162-SCR-146R1
Special Provision - **Blocks B and Block G Aircraft**

BOEING PROPRIETARY

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Page 2



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1306854 R1

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Performance Guarantees, Demonstrated Compliance

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-300 Freighter firm aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **In addition, this Letter Agreement cancels and supersedes FED- PA-03712-LA-1306854 in its entirety.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

The Attachment to Letter Agreement No FED-PA-03712-LA-**1106584R4** contains performance guarantees (**Performance Guarantees**).

1. Demonstration of Compliance.

1.1 Standard Method.

Article 5.4 of the Aircraft General Terms Agreement Number AGTA-FED between Boeing and Customer dated November 7, 2006 (AGTA) provides that Boeing shall furnish to Customer as soon as practicable flight test data, obtained on an aircraft of the same type as the Aircraft, certified as correct by Boeing, to evidence compliance with the Performance Guarantees (**Aircraft Report**); and that any Performance Guarantee shall be deemed to be met if reasonable engineering interpretations and calculations based on such flight test data establish that the Aircraft would, if actually flown, comply with such guarantee. This method of demonstrating compliance with the Performance Guarantees is defined as the "**Standard Method**". Except as provided in paragraph 1.2, the Standard Method will be used for establishing compliance with all Performance Guarantees.

1.2 Demonstration Method – Delivery Flight Verification.

1.2.1 Notwithstanding the provisions of Article 5.4 of the AGTA, if Customer elects to purchase the option for the Demonstration Method pursuant to paragraph 2 herein for any Aircraft, then Customer shall have the right to request that the Demonstration Method (as defined in paragraph 1.2.4 herein) be used in lieu of the Standard Method. Each Aircraft for which Customer elects to purchase the Demonstration Method shall be a "**Demonstration Aircraft**".

FED-PA-03712-LA-1306854R1

Performance Guarantees, Demonstrated Compliance

SA-6

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BOEING PROPRIETARY



1.2.2 Customer will provide Boeing written notice to purchase the Demonstration Method no later than three (3) months prior to the first day of the month of scheduled delivery of any Demonstration Aircraft. Notwithstanding the foregoing, with respect to **MSN 43544**, scheduled for delivery in November 2013, Customer agrees to provide written notice to Boeing no later than **October 24, 2013**.

1.2.3 Customer will coordinate with Boeing to establish a flight plan for the delivery flight with sufficient flight time in stable air to gather the Calibrated Performance data described in Attachment A to this Letter Agreement.

1.2.4 For each Demonstration Aircraft, Boeing shall provide the [*] the respective delivery flight of a Demonstration Aircraft for the purpose of acquiring cruise fuel mileage performance data to be used in demonstrating compliance with the guarantees defined in paragraph 4 below (**Particular Guarantees**). The methodology described in this paragraph 1.2.4 shall be referred to as the "**Demonstration Method**".

1.2.5 Establishing compliance with the Particular Guarantees shall be referred to as "**Demonstration Calibrated Performance**" and will be derived as follows:

1.2.5.1 During the delivery flight of each Demonstration Aircraft, cruise fuel mileage data will be obtained utilizing the calibrated production instruments of such Demonstration Aircraft. Such data shall be obtained during periods of stable cruise, in accordance with and subject to the applicable provisions of Part A of Attachment A to this Letter Agreement. The data will be analyzed in accordance with the applicable provisions of Part B of Attachment A hereto for establishing the Demonstration Calibrated Performance of the applicable Demonstration Aircraft.

1.2.6 As soon as practicable, but not later than [*] following completion of the Demonstration Method flight of each Demonstration Aircraft, Boeing shall present to Customer the final results of the Demonstration Calibrated Performance data together with supporting flight test data and analysis. To the extent the Demonstration Calibrated Performance as set forth in the Aircraft Report for such Demonstration Aircraft is equal to or better than the minimum value of the Particular Guarantees, compliance with such Guarantees shall be established for such Demonstration Aircraft.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



2. Price for Demonstration Method.

2.1 The price for the Demonstration Method shall be [*]. Subject to the provisions of paragraphs 2.2 through 2.3, below, such amount [*]. For the avoidance of doubt, the price described in this article [*].

2.2 If Boeing fails to demonstrate compliance with the guaranteed minimum value of any of the Particular Guarantees on any Demonstration Aircraft, Boeing shall test subsequently delivered Aircraft using the Demonstration Method, as soon as possible, considering the time available between the realization of failure and the first subsequent airplane delivery, [*]. In addition, Boeing [*] of any of the Particular Guarantees; and

2.3 If, by means of such test, Boeing successfully demonstrates that any Aircraft is in compliance with the guaranteed minimum value of the Particular Guarantees by the Demonstration Method, then tests of each subsequently delivered Aircraft, if any, shall be at Customer's option and at Customer's expense. If Boeing fails to demonstrate compliance with the guaranteed minimum value of any of the Particular Guarantees by the Demonstration Method on subsequently delivered Aircraft, [*]. In addition, Boeing shall test subsequently delivered Aircraft [*].

3. Use of Demonstration Aircraft.

Customer agrees that Boeing may use the Aircraft to conduct the flight tests described in paragraph 1.2 hereof and that Customer will accept delivery of such Demonstration Aircraft [*].

4. Particular Guarantees.

4.1 The guarantees for which the Demonstration Method of compliance will be applicable are the Cruise Range Guarantee set forth in paragraph 2.3, the Mission Payload Guarantees set forth in paragraphs 2.4.1, 2.4.2, 2.4.3, and 2.4.4, and the Mission Block Fuel Guarantee set forth in paragraph 2.4.5 of the Performance Guarantees adjusted as set forth in paragraph 4.2 below.

4.2 When using the Demonstration Method for a Demonstration Aircraft, the guarantee values of the applicable Performance Guarantees shall be [*] to account for the use of calibrated cockpit instruments, in lieu of more extensive flight tests using flight test instrumentation systems and methods as described in the then current revision of Boeing Document D041A404, "The Determination of Cruise Fuel Mileage by Flight Testing Boeing Commercial Production Airplanes". Such adjustments which reflect the effect of [*] on the guarantee parameter are applied to the guarantee values in the following manner:

- a) Cruise Range – [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



- b) Mission Payload Guarantee 2.4.1 – [*]
- c) Mission Payload Guarantee 2.4.2 – [*]
- d) Mission Payload Guarantee 2.4.3 – [*]
- e) Mission Payload Guarantee 2.4.4 – [*]
- f) Mission Block Fuel Guarantee 2.4.5 – [*]

4.3 Such Cruise Range, Mission Payload, and Mission Block Fuel Guarantees so adjusted are hereinafter referred to as the "**Particular Guarantees**".

5. Rights and Obligations in the Event of a Compliance Deviation.

5.1 Aircraft Delivery. The parties agree that a "**Compliance Deviation**" shall refer to instances in which a demonstrated value (regardless of the method by which the compliance is demonstrated) exceeds the guaranteed minimum value of a particular Performance Guarantee. In the event of a Compliance Deviation for any Aircraft at the time Boeing tenders for delivery, Boeing will provide the applicable remedies set forth in paragraph 5.2 and paragraph 6. Customer cannot refuse to accept delivery of such Aircraft because of such Compliance Deviation.

5.2 Post Delivery Improvement to Reduce or Eliminate the Compliance Deviation. In the event of a Compliance Deviation for any Aircraft, the following terms and conditions will apply:

5.2.1 To the extent Boeing reasonably determines it is economically and technically practicable, Boeing will use reasonable efforts to design, or cause to be designed by engine manufacturer, airplane drag improvement parts and/or engine fuel flow improvement parts (**Improvement Parts**) which, when installed in such Aircraft, would reduce or eliminate the Compliance Deviation.

5.2.2 If Boeing provides, or causes to be provided Improvement Parts for such Aircraft, then Customer and Boeing will mutually agree upon the details of an Improvement Parts program. The Improvement Parts [*]; except Improvement Parts provided by the engine manufacturer [*]. Boeing and/or engine manufacturer, as applicable, will provide reasonable support for such a Improvement Parts program [*].

5.2.3 If Customer elects to install Improvement Parts in such Aircraft, such installation will be within [*] after the delivery of such Improvement Parts to Customer as long as such installation can be accomplished during normal Aircraft line maintenance. Improvement Parts which cannot be installed during Aircraft line maintenance will be installed within a mutually agreed period of time. All Improvement Parts will be installed in accordance with Boeing and engine manufacturer instructions.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5.2.4 Boeing will provide and will cause engine manufacturer to provide [*]. Improvement Parts related to engines will apply also to spare engines [*]. Boeing will provide or will cause the engine manufacturer to provide Customer reasonable advance written notice of the estimated on-dock date at Customer's maintenance base for any such Improvement Parts. Customer's [*] must reference this Letter Agreement and be submitted to Boeing Warranty and Product Assurance Contracts using established warranty procedures set forth in Exhibit C of the AGTA and other terms identified in the Improvement Parts program contemplated in paragraph 5.2.2 herein.

6. Payments.

In the event that Boeing has not provided, or caused to be provided by the engine manufacturer, Improvement Parts which eliminate the Compliance Deviation, then Boeing will provide only the remedies described in this paragraph 6.

6.1 [*]

6.1.1 [*]

6.1.2 Customer will provide to Boeing, within [*].

6.1.3 Boeing will review the [*]. At its option, Boeing may request additional information from Customer to further substantiate the [*]. Such additional information will not be unreasonably requested by Boeing, nor unreasonably withheld by Customer.

6.2 [*]

6.3 [*]. The amount of performance improvement attributable to any Improvement Parts will be determined by Boeing analysis based on data certified to be correct by Boeing. The amount of such improvement will be deemed to be the amount of improvement as calculated using reasonable engineering interpretations based on the data furnished pursuant to Article 5.4 of the AGTA and the data furnished pursuant to this paragraph 6.3. If Customer elects not to install Improvement Parts in any applicable Aircraft as set forth in paragraph 5.2 above, [*].

7. Duplication of Benefits.

Boeing and Customer agree it is not the intent of the parties to provide benefits hereunder in addition to the benefits to be provided under the Purchase Agreement, and any direct commitment to Customer by the engine manufacturer.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



8. Exclusive Remedy.

Customer agrees that the remedies contained in paragraphs 5.2 and 6 are Customer's exclusive remedies for purposes of resolving all issues with respect to the Performance Guarantees of Customer's Aircraft and are in lieu of all other rights, remedies, claims and causes of action Customer may have in connection therewith. Customer releases Boeing and its successors, affiliates and subsidiaries from all rights, remedies, claims and causes of action relating to or arising from such Performance Guarantees.

9. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

10. Confidential Treatment.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

FED-PA-03712-LA-1306854**R1**
Performance Guarantees, Demonstrated Compliance

BOEING PROPRIETARY

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Page 6



Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President

FED-PA-03712-LA-1306854**R1**
Performance Guarantees, Demonstrated Compliance

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PART A

DATA SOURCES AND METHOD OF DATA ACQUISITION

Demonstration Method

1. Data Sources (Calibrated Performance)

Since special flight test instrumentation will not be used, data will be taken from flight deck instrument displays or available aircraft data systems and the appropriate calibration corrections will be applied to such data. The applicable instruments shall be calibrated in Boeing laboratories or equivalent prior to the test. The following tabulation summarizes the minimum data which will be taken.

Mach	
Altitude	
Air Temperature	
Primary Power Setting Parameter	[*]
Ground Speed	[*]
Fuel Flow	[*]
Initial Gross Weight	[*]
Current Gross Weight	

2. Data Correction

The corrections applied to the data will be in accordance with normal engineering practices as detailed in the then current revision of Boeing Document D041A404, "The Determination of Cruise Fuel Mileage by Flight Testing Boeing Commercial Production Airplanes." These procedures correct the data for instrument calibrations, temperature deviation from a standard day, variation from unaccelerated level flight, difference between test and nominal gross weight divided by ambient static pressure ratio (W/δ), altitude effect, Reynolds Number effect, wing aeroelastics, center of gravity, variation in electrical load, ECS operation, the differences between the measured fuel heating value and the Boeing standard value of 18,580 BTU/LB, and other corrections as appropriate.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

PART B

METHOD FOR DETERMINING CALIBRATED PERFORMANCE

Demonstration Method

1. For each Demonstration Aircraft, a series of points will be taken during the delivery flight to determine Cruise Specific Air Range with the target of getting [*] Mach numbers at or near the cruise Mach number specified in the Performance Guarantees and for [*] W/δ values to be representative of conditions of the Performance Guarantees with a minimum impact on the scheduled flight plan. All test data will be adjusted to represent conditions of level, unaccelerated flight on a standard day and nominal conditions consistent with those used in the analysis of extensive flight test data obtained on an aircraft of the same type as the Aircraft as documented in the Cruise Performance Substantiation Document for the applicable Model 767-300 Freighter.
2. For the purpose of determining the Demonstration Calibrated Performance to be used in demonstrating compliance with the Particular Guarantees, the numerical average of deviations of the data for the Demonstration Aircraft will be calculated as compared to the database used for the "Standard Method". The average deviation so determined will be used to determine an adjustment factor to be applied to the fuel mileage level documented in the Cruise Performance Substantiation Document for the applicable Model 767-300 Freighter. This factored fuel mileage level will be used to establish the Demonstration Calibrated Performance to be used in the calculation of compliance of the Demonstration Aircraft with the Particular Guarantees.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

[*]

(a) [*] pursuant to paragraph 6.2 of the Letter Agreement to which this Attachment B is incorporated [*]:

[*]

NOTE: Any rounding of a number, as required under this Attachment with respect to escalation of the AAL, shall be accomplished as follows: If the first digit of the portion to be dropped from the number to be rounded is five or greater, the preceding digit shall be raised to the next higher number.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-LKJ-0696R6

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38118

Subject: [*]

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

All terms used but not defined in this letter agreement (Letter Agreement) have the same meaning as in the Purchase Agreement. Other than as provided in this Letter Agreement all terms and conditions of the Purchase Agreement are hereby ratified and confirmed.

1. [*]
2. Customer understands that Boeing considers certain commercial and financial information contained in this offer as confidential. Customer agrees that it will treat this offer and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this offer or any information contained herein to any other person or entity without the written consent of Boeing.

Please sign and return this offer on or before January 22, 2015.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1162-LKJ-0696R6

January 22, 2015

[*]

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BOEING PROPRIETARY



AGREED AND ACCEPTED this

January 22, 2015

Date

THE BOEING COMPANY

/s/ L. Kirsten Jensen

Signature

L. Kirsten Jensen

Printed name

Attorney-in-Fact

Title

FEDERAL EXPRESS CORPORATION

/s/ George Silverman

Signature

George Silverman

Printed name

Vice President Materiel Management

Title

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1162-LKJ-0696R6

January 22, 2015

[*]

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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-LKJ-0705

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Block E, Block F and Block G Aircraft in Table 1-A2

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memorandum provided for in this Letter Agreement will be applicable to Block E, Block F and Block G Aircraft, as identified in Table 1-A2 of the Purchase Agreement (Table 1-A2 Aircraft).

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in Paragraphs 1.1 through 1.6 are in [*] base year dollars and will be escalated to the same time period as the Airframe pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Table 1-A2 Aircraft. The Credit Memoranda may, at the election of Customer, be [*].

3. [*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Table 1-A2 Aircraft at time of delivery and becoming the operator of the Table 1-A2 Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

6-1162-LKJ-0705

Special Matters for Block E, Block F and Block G Aircraft in Table 1-A2

BOEING PROPRIETARY

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Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisition

6-1162-LKJ-0705

Special Matters for Block E, Block F and Block G Aircraft in Table 1-A2

BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-LKJ-0707

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Agreement Regarding [*]

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Background.

[*]

2. [*]

3. [*]

4. Agreement Expiration.

Unless otherwise agreed by the parties in writing, this Letter Agreement shall remain in full force and effect until delivery or cancellation of all Aircraft provided for in and under the Purchase Agreement.

5. Assignment.

This Letter Agreement is for the benefit of the parties and their respective successors and assigns. No rights or duties of any party to this Letter Agreement may be assigned, in whole or in part.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



6. Confidentiality.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

- * Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisition

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1162-LKJ-0707
Agreement Regarding [*]

SA-6
Page 3

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-LKJ-0709

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: [*] Special Matters

Reference: a) Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)
b) Customer Services General Terms Agreement No. S2-2 (**CSGTA**) between Boeing and Customer, as amended and supplemented
(c) Letter Agreement FED-SU-1106178R2, Federal Express Corporation [*]
(d) Letter Agreement FED-S2-2-LA-1501881, [*] Special Matters – [*]

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

1. [*]

2. [*]

3. Definitive Agreements.

The [*] described herein are or will be incorporated into definitive agreements between Customer and Boeing for the [*]. Such definitive agreements are or will include the terms contained herein and additional terms not included in this Letter Agreement.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



4. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

5. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1162-LKJ-0709
[*] Special Matters

SA-6
Page 3

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-S2-2-LA-1501881

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: [*] Special Matters – [*]

References:

- a) Supplement Agreement (**SA**) No. 6 to Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)
- b) Customer Services General Terms Agreement No. S2-2 (**CSGTA**), as amended and supplemented, between Boeing and Customer
- c) [*] between Boeing and Customer (collectively [*])

This letter agreement (**Letter Agreement**) will become effective upon signature by Boeing and Customer.

1. [*]
2. [*]
3. Assignment.

This credit memorandum is provided as a financial accommodation to Customer and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

4. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-S2-2-LA-1501881
Special Matters-[*]

July 06, 2015
LA Page 1

BOEING PROPRIETARY



If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

Very truly yours,

/s/ Sarah Swezey

THE BOEING COMPANY

By Sarah Swezey
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21

Federal Express Corporation

By /s/ Phillip C. Blum
Its Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-LKJ-0708

Federal Express Corporation
3131 Democrat Road
Memphis, TN 38118

Attention: Mr. Kevin Burkhart
Managing Director – Aircraft Acquisitions & Sales

Subject: Special Considerations for [*] in 2015 and 2016

References: (a) Purchase Agreement 3712 between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) dated December 14, 2011 relating to Model 767-3S2F Aircraft (**767 Purchase Agreement**)

(b) Purchase Agreement 3157 between Boeing and Customer dated November 7, 2006 relating to 777-Freighter Aircraft (**777 Purchase Agreement**)

All terms used but not defined in this letter (**Letter Agreement**) shall have the same meaning as in the 767 Purchase Agreement.

1. Background.

1.1 Boeing and Customer intend to execute Supplemental Agreement No. 6 (SA- 6) to the 767 Purchase Agreement to add thirty-five (35) Block E Aircraft, eleven (11) Block F Aircraft and four (4) Block G Aircraft to the Purchase Agreement, and additional Option Aircraft and Purchase Rights. Upon execution of SA-6, Customer will owe a payment to Boeing in the amount of [*].

1.2 [*]

2. Agreement.

Boeing will agree to Customer's request for [*] as outlined in paragraph 1.2 above in exchange for Customer providing the following considerations:

2.1 [*]

2.2 [*]

2.3 [*]

2.4 [*]

2.5 [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1162-LKJ-0708

Special Considerations for [*] in 2015 and 2016

BOEING PROPRIETARY

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3. Confidentiality.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By /s/ Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2015

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-SU-1106178R2

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Federal Express Corporation [*]

- References:
- 1) Purchase Agreement No. PA-03712 (**767 Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)
 - 2) FED-MO-1105406 R1 Proposal for 767-300 Boeing Converted Freighter (**BCF**) Program (**Proposal for 25 767-300 BCF aircraft**)
 - 3) FED-MO-1105421 R1 Proposal for 767-300 Boeing Converted Freighter Program (**Proposal for 50 767-300 BCF aircraft**)

This agreement No. FED-SU-1106178R2, dated July 15, 2015 supersedes and replaces in its entirety agreement No. FED-SU-1106178R1, dated June 29, 2012.

This Agreement incorporates the terms and conditions of Customer Services General Terms Agreement No. S2-2 (“CSGTA”) between Boeing and Customer by reference. All capitalized terms used but not defined in this Agreement have the same meaning as in the CSGTA. On the date Customer accepts this offer it will become an Order to the CSGTA.

1. [*]

2. **Definitions**

2.1 “**Agreement**” means this Order to the CSGTA.

2.2 [*]

2.3 [*]

2.4 [*]

2.5 “**Option Aircraft**” means all exercised Aircraft options as listed in Table 1-B of the 767 Purchase Agreement.

2.6 “**Purchase Right Aircraft**” means all Purchase Right Aircraft as listed in Table 1-C of the 767 Purchase Agreement.

2.7 [*]

2.8 [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-SU-1106178R2

[*]

BOEING PROPRIETARY

Page 1



3. **Term**

3.1 Once this Agreement is executed, this Agreement will be in effect and [*].

3.2 [*]

3.3 [*]

4. [*]

4.1 [*]

4.2 [*]

4.3 [*]

4.4 [*]

- Other than to a subsidiary of Customer, Customer may not assign [*] under this Agreement, in whole or in part, without the prior written consent of Boeing.

[*]

5. **Miscellaneous**

5.1 Entire Agreement. This Agreement and the CSGTA contain the entire agreement between the parties and supersede all previous proposals, understandings, commitments or representations, oral or written, with respect to the subject matter hereof.

5.2 Confidential Treatment. Customer understands that Boeing considers certain commercial and financial information contained in this Agreement as confidential. Customer and Boeing agree that it will treat this Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent company, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

AGREED AND ACCEPTED this

July 21, 2015

Date

THE BOEING COMPANY

/s/ Sarah Swezey

Signature

Sarah Swezey

Printed name

Attorney-in-Fact

Title

FEDERAL EXPRESS CORPORATION

/s/ Phillip C. Blum

Signature

Phillip C. Blum

Printed name

Vice President

Title

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Tri-Party Agreement Regarding [*]

THIS AGREEMENT, (Agreement) is entered into as of July 21, 2015, among Federal Express Corporation, (FedEx), The Boeing Company (Boeing) and General Electric Company (GE) (hereinafter individually and collectively referred to as the Party or Parties, respectively).

RECITALS

A. WHEREAS, FedEx has purchased at least thirty-five (35) incremental Boeing Model 767F aircraft with the right to purchase additional option aircraft and purchase rights (the “Additional Order”).

[*]

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained the Parties hereto agree as follows:

1. [*]

2. [*]

3. This Agreement is for the benefit of the Parties and their respective successors and assigns. No rights or duties of any Party to this Agreement may be assigned, in whole or in part, without the prior written consent of the Parties.

4. This Agreement shall be interpreted under and governed by the laws of the state of Washington, U.S.A., except that Washington’s choice of law rules shall not be invoked for the purpose of applying the law of another jurisdiction.

5. No Party to this Agreement will make any news release or make any other information releases concerning this Agreement without the prior written consent of the other Parties. If consent is obtained, the Party disclosing information will, in each instance, obtain the prior written approval of the other Parties concerning the exact text and timing of any such disclosure.

6. [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the date first above, by their officers or agents thereunto duly authorized.

THE BOEING COMPANY

By /s/ Kirsten Jensen
Title Attorney-in-Fact

GENERAL ELECTRIC COMPANY

By /s/ Kellan Grant
Title Attorney-in-Fact

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Title Vice President

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

FedEx Contract # 12-0527-015

Supplemental Agreement No. 7

to

Purchase Agreement No. 3712

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 767-3S2F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of April 18, 2016 by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

A. WHEREAS, the parties entered into Purchase Agreement No. 3712, dated December 14, 2011 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 767-3S2F Aircraft (the Aircraft); and

B. WHEREAS, Boeing desires to revise the Manufacturer Serial Numbers (MSNs) associated with certain delivery positions as shown in the table below.

Delivery Position	Table Reference	Delivery Position Contract Block	Original MSN	Revised MSN
[*]	Table 1-A1	C	61205	42721
[*]	Table 1-A	Original Firm 1	42721	43550
[*]	Table 1-A1	C	43549	42722
[*]	Table 1-A1	C	43550	61206
[*]	Table 1-A	Original Firm 1	42722	42723
[*]	Table 1-A1	C	61206	43538
[*]	Table 1-A	Original Firm 1	42723	43541
[*]	Table 1-B	C 2	43538	61205
[*]	Table 1-B	C 2	43541	43549

1 Original firm Aircraft at execution of the Purchase Agreement (Original Firm Aircraft)

2 Exercised Option Aircraft

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BOEING PROPRIETARY

S7-1

C. WHEREAS, Boeing and Customer desire to revise certain Tables in the Purchase Agreement to reflect the revised MSNs, where such Tables reference MSNs.

D. WHEREAS, Boeing and Customer desire to [*] as identified in the Table above.

E. WHEREAS, Boeing and Customer desire to acknowledge the expiration of the special provision described in Letter Agreement 6-1162-SCR-146R1, Special Provision – Block B and Block G Aircraft, in respect to (i) one (1) Block B Aircraft scheduled to deliver during [*] and (ii) one Block B Aircraft scheduled to deliver during [*], both as shown on Table 1-B.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the Table of Contents with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 7.

2. Revise and replace in its entirety, Table 1-A1 with a revised Table 1-A1, attached hereto, to revise the MSNs associated with certain delivery positions as identified in Recital paragraph B above.

3. Revise and replace in its entirety, Table 1-B with a revised Table 1-B, attached hereto, to (i) update the MSNs associated with certain delivery positions as identified in Recital paragraph B above, and (ii) to revise the note pertaining to the expiration of the special provision described in Letter Agreement 6-1162-SCR-146R1, Special Provision – Block B and Block G Aircraft, in respect to the Block B Aircraft scheduled to deliver in [*] and [*].

4. [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

5. This Supplemental Agreement No. 7 to the Purchase Agreement shall not be effective until executed and delivered by the parties.

BOEING PROPRIETARY

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Supplemental Agreement No.7 to
Purchase Agreement No. 3712

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Kirsten Jensen
Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum
Its: Vice President Aircraft Acquisitions

BOEING PROPRIETARY
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2	Delivery Schedule
3	Price
4	Payment
5	Additional Terms

SA Number

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1-B	Exercised Option Aircraft Information Table	7
1-B1	Exercised Block D Option Aircraft Information Table	2
1-C	Exercised Purchase Right Aircraft Information Table	2

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A	Aircraft Configuration	4
B	Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

AE1	Escalation Adjustment / Airframe and Optional Features
BFE1	BFE Variables
CS1	Customer Support Variables
EE1	Engine Escalation, Engine Warranty and Patent Indemnity
SLP1	Service Life Policy Components

2

FED-PA-03712

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BOEING PROPRIETARY

<u>LETTER AGREEMENTS</u>		<u>SA Number</u>
LA-1106151R2	LA-Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft	6
LA-1106152	LA-Special Matters Concerning [*] – Firm Aircraft	
LA-1106153	LA-Liquidated Damages Non-Excusable Delay	
LA-1106154R2	LA-Firm Aircraft and Option Aircraft Delivery Matters	6
LA-1106155	LA-Open Configuration Matters	
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LA-1106157	AGTA Amended Articles	
LA-1106158R2	LA-Right to Purchase Additional Aircraft	6
LA-1106159R1	LA-Special Matters Concerning [*]	1
LA-1106160	LA-Spare Parts Initial Provisioning	
LA-1106163	LA-Demonstration Flight Waiver	
LA-1106177R1	LA-[*]	6
LA-1106207R1	LA-Special Matters Firm Aircraft	1
LA-1106208R1	LA-Special Matters Option Aircraft	1
LA-1106574R1	LA-Agreement for Deviation from the [*]	6
LA-1106584R4	LA-Aircraft Performance Guarantees	6
LA-1106586	LA-Miscellaneous Matters	
LA-1106614R1	LA-Special Matters for Purchase Right Aircraft	6
LA-1106824	LA-Customer Support Matters	
LA-1208292R2	LA-Special Matters Concerning Escalation – Block B, Block C, Block E, Block F and Block G Aircraft	6
LA-1208296R1	LA-Special Matters for Block D Option Aircraft	6
LA-1208949	LA-Special Matters Block C Aircraft in Table 1-A1	1
6-1162-SCR-146R1	LA Special Provision - Block B and Block G Aircraft	6
LA-1306854R1	Performance Guarantees, Demonstrated Compliance	6
6-1162-LKJ-0696R6	LA-[*]	6
6-1162-LKJ-0705	LA-Special Matters for Block E, Block F and Block G Aircraft in Table 1-A2	
6-1162-LKJ-0707	LA- Agreement Regarding [*]	6
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* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

SUPPLEMENTAL AGREEMENTS	DATED AS OF:
Supplemental Agreement No. 1	June 29, 2012
Supplemental Agreement No. 2	October 8, 2012
Supplemental Agreement No. 3	December 11, 2012
Supplemental Agreement No. 4	December 10, 2013
Supplemental Agreement No. 5	September 29, 2014
Supplemental Agreement No. 6	July 21, 2015
Supplemental Agreement No. 7	April , 2016

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

FED-PA-03712

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BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

FedEx Contract # 12-0527-016

Supplemental Agreement No. 8

to

Purchase Agreement No. 3712

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 767-3S2F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of June 10, 2016 by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

A. WHEREAS, the parties entered into Purchase Agreement No. 3712, dated December 14, 2011 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 767-3S2F Aircraft (the Aircraft); and

B. WHEREAS, Customer desires to reschedule the delivery month of eight (8) Aircraft as set forth in the table below:

Current Delivery Month & Year	Revised Delivery Month & Year	Block	Table Reference
[*]	[*]	Block C	Table 1-A1
[*]	[*]	Original Firm	Table 1-A
[*]	[*]	Original Firm	Table 1-A
[*]	[*]	Block C	Table 1-B
[*]	[*]	Block C	Table 1-B
[*]	[*]	Original Firm	Table 1-A
[*]	[*]	Original Firm	Table 1-A
[*]	[*]	Block C	Table 1-A1

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BOEING PROPRIETARY

S8-1

C. WHEREAS, Customer desires to exercise six (6) Option Aircraft, which shall be designated as Block C Aircraft, with delivery months as set forth in the table below (SA-8 Early Exercise Aircraft):

Delivery Month & Year for Exercised Option Aircraft	Block
[*]	Block C

D. WHEREAS, Customer desires to add six (6) Option Aircraft to the Purchase Agreement, hereinafter referred to as Option Aircraft, with delivery months as set forth in the table below:

Delivery Month & Year for Option Aircraft	Block
[*]	Option Aircraft

E. WHEREAS, Customer desires to cancel six (6) Purchase Rights from the Purchase Agreement.

F. WHEREAS, Boeing and Customer desire to acknowledge that one (1) Block B conditional firm Aircraft having a scheduled month of delivery of [*] has become firm in accordance with the terms of Letter Agreement 6-1162-SCR-146R1, Special Provision – Block B and Block G Aircraft, due to the expiration of the special provision therein as it relates to such Block B Aircraft.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the Table of Contents with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 8.

2. Boeing and Customer acknowledge and agree that upon execution of this Supplemental Agreement No. 8 and upon fulfillment of the conditions described in Article 14 below, (i) the eight (8) Aircraft described in Recital Paragraph B above are hereby rescheduled as described herein, (ii) the six (6) Option Aircraft exercised as firm Aircraft described in Recital Paragraph C above are hereby added to the Purchase Agreement and are considered by the parties as "Block C Aircraft" and will be deemed "Aircraft" for all purposes under the Purchase Agreement except as described herein, (iii) the six (6) Option Aircraft described in Recital Paragraph D above are hereby added to the Purchase Agreement as "Option Aircraft" as described herein and shall be deemed such for all purposes under the Purchase Agreement except as otherwise described herein, and (vi) six (6) Purchase Rights are hereby cancelled from the Purchase Agreement decreasing the total quantity of Purchase Rights to forty-four (44).

3. Revise and replace in its entirety, Table 1-A with a revised Table 1-A, attached hereto, to reschedule the delivery month of four (4) Aircraft as identified in Recital Paragraph B above with a Table 1-A table reference.

4. Revise and replace in its entirety, Table 1-A1 with a revised Table 1-A1, attached hereto, to reschedule the delivery month of two (2) Aircraft as identified in Recital Paragraph B above with a Table 1-A1 table reference.

5. Revise and replace in its entirety, Table 1-B with a revised Table 1-B, attached hereto, to (i) reschedule the delivery month of two (2) Aircraft as identified in Recital

BOEING PROPRIETARY

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paragraph B above with a Table 1-B table reference, (ii) add the six (6) Aircraft described in Recital Paragraph C above to the Table, and (iii) acknowledge the expiration of the special provision pursuant Letter Agreement 6-1162-SCR-146R1, Special Provision – Block B and Block G Aircraft as it pertains to one (1) Aircraft described in Recital Paragraph F above.

6. Revise and replace in its entirety Attachment 1 to Letter Agreement FED-PA-03712-LA-1106156R2, Option Aircraft, attached hereto, to reflect the addition of the Option Aircraft described in Recital Paragraph D above.

7. Revise and replace in its entirety Attachment 3 to Letter Agreement FED-PA-03712-LA-1106156R2, Option Aircraft, attached hereto, to reflect the exercise of the Option Aircraft described in Recital Paragraph C above.

8. Revise and replace in its entirety Attachment 4 to Letter Agreement FED-PA-03712-LA-1106156R2, Option Aircraft, attached hereto, to reflect (i) the exercise of the Aircraft described in Recital Paragraph C above and (ii) the addition of the Option Aircraft described in Recital Paragraph D above.

9. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106158R2, Right to Purchase Additional Aircraft, with Letter Agreement FED-PA-03712-LA-1106158R3, Right to Purchase Additional Aircraft, attached hereto, to reflect the cancellation of six (6) Purchase Rights as described in Recital Paragraph C above, resulting in a revised quantity of forty-four (44) Purchase Rights.

10. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106614R1, Special Matters for Purchase Right Aircraft, with Letter Agreement FED-PA-03712-LA-1106614R2, Special Matters for Purchase Right Aircraft, attached hereto, to reflect the letter agreement revision described in Paragraph 9 above.

11. Add a new Letter Agreement 6-1162-LKJ-0728, Special Matters – SA-8 Early Exercise Aircraft, attached hereto, to describe the commercial considerations provided to Customer in consideration of the early exercise of the Block C Aircraft described in Recital Paragraph C above.

BOEING PROPRIETARY

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12. For the sake of clarity, the parties confirm and agree that the six (6) Block C Aircraft added herein shall be subject to Letter Agreement FED-PA-03712-LA-1106159R1, Special Matters Concerning [*] and Letter Agreement FED-PA-03712-LA-1106584R4, Aircraft Performance Guarantees.

13. As a result of the changes incorporated in this Supplemental Agreement No. 8, Customer will [*] applicable to each of the six (6) Block C Aircraft described in Recital Paragraph C and added to the Purchase Agreement pursuant to this Supplemental Agreement No. 8 and (ii) an Option Deposit [*] for each of the six (6) Option Aircraft described in Recital Paragraph D and added to the Purchase Agreement pursuant to this Supplemental Agreement No. 8 and (iii) [*] applicable to each of the eight (8) Aircraft described in Recital Paragraph B above as a result of the reschedule of such Aircraft. The foregoing results in an [*]. For clarity, the terms “pre-delivery payment(s)”, “PDP(s)” and “advance payment(s)” are used on an interchangeable basis. [*] of executing this Supplemental Agreement No. 8.

14. This Supplemental Agreement No. 8 to the Purchase Agreement shall not be effective until (i) executed and delivered by the parties on or prior to June 15, 2016, and (ii) Customer and Boeing execute and deliver Supplemental Agreement No. 25 to Purchase Agreement No. 3157 on or before June 15, 2016.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement No. 8 to
Purchase Agreement No. 3712

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ L. Kirsten Jensen

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President Aircraft Acquisition

BOEING PROPRIETARY
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BFE1	BFE Variables
CS1	Customer Support Variables
EE1	Engine Escalation, Engine Warranty and Patent Indemnity
SLP1	Service Life Policy Components

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BOEING PROPRIETARY

<u>LETTER AGREEMENTS</u>		<u>SA Number</u>
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LA-1106152	LA-Special Matters Concerning [*] – Firm Aircraft	6
LA-1106153	LA-Liquidated Damages Non-Excusable Delay	6
LA-1106154R2	LA-Firm Aircraft and Option Aircraft Delivery Matters	6
LA-1106155	LA-Open Configuration Matters	6
LA-1106156R2	LA-Option Aircraft	6
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LA-1106157	AGTA Amended Articles	6
LA-1106158 R3	LA-Right to Purchase Additional Aircraft	8
LA-1106159R1	LA-Special Matters Concerning [*]	1
LA-1106160	LA-Spare Parts Initial Provisioning	6
LA-1106163	LA-Demonstration Flight Waiver	6
LA-1106177R1	LA-[*]	6
LA-1106207R1	LA-Special Matters Firm Aircraft	1
LA-1106208R1	LA-Special Matters Option Aircraft	1
LA-1106574R1	LA-Agreement for Deviation from the [*]	6
LA-1106584R4	LA-Aircraft Performance Guarantees	6
LA-1106586	LA-Miscellaneous Matters	6
LA-1106614 R2	LA-Special Matters for Purchase Right Aircraft	8
LA-1106824	LA-Customer Support Matters	6
LA-1208292R2	LA-Special Matters Concerning Escalation – Block B, Block C, Block E, Block F and Block G Aircraft	6
LA-1208296R1	LA-Special Matters for Block D Option Aircraft	6
LA-1208949	LA-Special Matters Block C Aircraft in Table 1-A1	1
6-1162-SCR-146R1	LA Special Provision – Block B and Block G Aircraft	6
LA-1306854R1	Performance Guarantees, Demonstrated Compliance	6
6-1162-LKJ-0696R6	LA-[*]	6
6-1162-LKJ-0705	LA-Special Matters for Block E, Block F and Block G Aircraft in Table 1-A2	6
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6-1162-LKJ-0728	Special Matters – SA-8 Early Exercise Aircraft	8

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	June 29, 2012
Supplemental Agreement No. 2	October 8, 2012
Supplemental Agreement No. 3	December 11, 2012
Supplemental Agreement No. 4	December 10, 2013
Supplemental Agreement No. 5	September 29, 2014
Supplemental Agreement No. 6	July 21, 2015
Supplemental Agreement No. 7	April 18, 2016

FED-PA-03712

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BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106158 R3

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Right to Purchase Additional Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. In addition, this Letter Agreement cancels and supersedes FED-PA-03712-LA-1106158 **R2** in its entirety. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase Incremental Aircraft.

Subject to the terms and conditions contained herein, Customer will have the right to purchase (**Purchase Right**) **forty-four (44)** additional Boeing Model 767-3S2F aircraft as purchase right aircraft (**Purchase Right Aircraft**).

2. Delivery.

The Purchase Right Aircraft delivery positions are [*].

3. Configuration.

The configuration for the Purchase Right Aircraft will be the Detail Specification for Model 767-3S2F aircraft at the revision level in effect at the time of the Supplemental Agreement. Such Detail Specification will be revised to include (i) changes required to obtain required regulatory certificates and (ii) other changes as mutually agreed upon by Boeing and Customer.

4. Price.

4.1 The Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for the Purchase Right Aircraft shall remain in base year [*] and such prices will be subject to escalation to the scheduled delivery date of the Purchase Right Aircraft.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



4.2 Subject to the provisions of Letter Agreement FED-PA-03712-LA-1106151R2 “ Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft ”, the Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for each of the Purchase Right Aircraft will be adjusted for escalation in accordance with the Purchase Agreement.

4.3 The Advance Payment Base Price for each exercised Purchase Right Aircraft shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Supplemental Agreement.

5. Payment.

At Supplemental Agreement for the Purchase Right Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the Purchase Right Aircraft will be paid at the time of delivery.

6. Notice of Exercise and Payment of Deposit.

6.1 Customer may exercise a Purchase Right by giving written notice (**Notice of Exercise**) to Boeing. All Purchase Right aircraft must be exercised for delivery no later than [*]. Such Notice of Exercise shall be accompanied by payment, by electronic transfer to the account specified below, in accordance with the Purchase Agreement. Such amount will be the initial advance payment due at execution of the Supplemental Agreement.

[*]

6.2 The parties agree that Purchase Right Aircraft, once exercised, will be added to Table 1-C of the Purchase Agreement.

7. Supplemental Agreement.

Following Customer’s exercise of a Purchase Right in accordance with the terms and conditions stated herein [*], the parties will sign a supplemental agreement for the purchase of such Purchase Right Aircraft (**Supplemental Agreement**) within thirty (30) calendar days of such exercise (**Purchase Right Exercise**). The Supplemental Agreement will include the provisions then contained in the Purchase Agreement as modified to reflect the provisions of this Letter Agreement and any additional mutually agreed terms and conditions.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



8. [*]

[*]

9. General Expiration of Rights.

Each Purchase Right shall expire at the time of execution of the Supplemental Agreement for the applicable Purchase Right Aircraft, or, if no such Supplemental Agreement is executed, on [*].

10. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 10, 2016

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1106158 R 3
Right to Purchase Additional Aircraft

BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106614 **R2**

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Purchase Right Aircraft

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) cancels and supersedes Letter Agreement FED-PA-03712-LA-1106614 **R1** and amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memorandum provided for in this Letter Agreement will be applicable to exercised Purchase Right Aircraft only (**Exercised Purchase Right Aircraft**), as described in letter agreement FED-PA-03712-LA-1106158 **R3**, Right to Purchase Additional Aircraft.

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in Paragraphs 1.1 through 1.5 are in [*] base year dollars and will be escalated to the scheduled month of the respective Exercised Purchase Right Aircraft delivery pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Exercised Purchase Right Aircraft. The Credit Memoranda may, at the election of Customer, be [*].

3. [*]

[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



4. Assignment

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Exercised Purchase Right Aircraft at time of delivery and becoming the operator of the Exercised Purchase Right Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 10, 2016

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President

FED-PA-03712-LA-1106614 R 2
Special Matters for Purchase Right Aircraft

BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-LKJ-0728

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters – SA-8 Early Exercise Aircraft

Reference: (a) Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

(b) Letter Agreement FED-PA-03712-LA-1106156R2, Option Aircraft

(c) Letter Agreement FED-PA-03712-LA-1106177R1, [*]

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Background.

Supplemental Agreement No. 8 to the Purchase Agreement provides for, in part, Customer's exercise of its option to purchase six (6) Option Aircraft with delivery months as set forth below (SA-8 Early Exercise Aircraft) in advance of the Option Exercise Date for such Option Aircraft pursuant to the provisions of paragraph 6.1 of the reference (b) Letter Agreement (**Early Exercise**).

Delivery Month & Year for SA-8 Early Exercise Aircraft
[*]
[*]
[*]
[*]
[*]
[*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



2. Credit Memoranda

[*]

3. [*]

[*]

4. Assignment.

The credit memoranda described in this Letter Agreement are provided as a financial accommodation to Customer in consideration of Customer becoming the buyer of the Aircraft and cannot be assigned in whole or, in part.

5. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 10, 2016

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

6-1162-LKJ-0728

Special Matters – SA-8 Early Exercise Aircraft

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BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

FedEx Contract #12-0527-021

Supplemental Agreement No. 9

to

Purchase Agreement No. 3712

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 767-3S2F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of February 16, 2017 by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into Purchase Agreement No. 3712, dated December 14, 2011 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 767-3S2F Aircraft (the Aircraft); and

B. WHEREAS, Customer desires to reschedule the delivery month of two (2) Aircraft as set forth in the table below:

<u>Current Delivery Month & Year</u>	<u>Revised Delivery Month & Year</u>	<u>Block</u>	<u>Table Reference</u>	<u>MSN</u>
[*]	[*]	Original Firm	Table 1-A	42726
[*]	[*]	Original Firm	Table 1-A	42727

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the Table of Contents with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 9.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

2. Boeing and Customer acknowledge and agree that upon execution of this Supplemental Agreement No. 9 the two (2) Aircraft described in Recital Paragraph B above are hereby rescheduled as described herein.

3. Revise and replace in its entirety, Table 1-A with a revised Table 1-A, attached hereto, to reschedule the delivery month of two (2) Aircraft as identified in Recital Paragraph B above.

4. Revise and replace in its entirety Attachment 4 to Letter Agreement FED-PA-03712-LA-1106156R2, Option Aircraft, attached hereto, to reflect the reschedule of the two (2) Aircraft described in Recital Paragraph B above.

5. Boeing acknowledges that as a result of the reschedule of the two (2) Aircraft described in Recital Paragraph B above Customer will have [*] applicable to each such Aircraft. Boeing will [*] of the applicable Aircraft.

6. This Supplemental Agreement No. 9 to the Purchase Agreement shall not be effective until executed and delivered by the parties on or prior to February 17, 2017.

Supplemental Agreement No. 9 to
Purchase Agreement No. 3712

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ L. Kirsten Jensen

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President Aircraft Acquisition

BOEING PROPRIETARY

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AE1	Escalation Adjustment/Airframe and Optional Features	
BFE1	BFE Variables	2
CS1	Customer Support Variables	
EE1	Engine Escalation, Engine Warranty and Patent Indemnity	
SLP1	Service Life Policy Components	

FED-PA-03712

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BOEING PROPRIETARY

<u>LETTER AGREEMENTS</u>		<u>SA Number</u>
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LA-1106152	LA-Special Matters Concerning [*] – Firm Aircraft	
LA-1106153	LA-Liquidated Damages Non-Excusable Delay	
LA-1106154R2	LA-Firm Aircraft and Option Aircraft Delivery Matters	6
LA-1106155	LA-Open Configuration Matters	
LA-1106156R2	LA-Option Aircraft	6
	Attachment 1 to LA-1106156R2	8
	Attachment 2 to LA-1106156R2	6
	Attachment 3 to LA-1106156R2	8
	Attachment 4 to LA-1106156R2	9
LA-1106157	AGTA Amended Articles	
LA-1106158R3	LA-Right to Purchase Additional Aircraft	8
LA-1106159R1	LA-Special Matters Concerning [*]	1
LA-1106160	LA-Spare Parts Initial Provisioning	
LA-1106163	LA-Demonstration Flight Waiver	
LA-1106177R1	LA-[*]	6
LA-1106207R1	LA-Special Matters Firm Aircraft	1
LA-1106208R1	LA-Special Matters Option Aircraft	1
LA-1106574R1	LA-Agreement for Deviation from the [*]	6
LA-1106584R4	LA-Aircraft Performance Guarantees	6
LA-1106586	LA-Miscellaneous Matters	
LA-1106614R2	LA-Special Matters for Purchase Right Aircraft	8
LA-1106824	LA-Customer Support Matters	
LA-1208292R2	LA-Special Matters Concerning Escalation – Block B, Block C, Block E, Block F and Block G Aircraft	6
LA-1208296R1	LA-Special Matters for Block D Option Aircraft	6
LA-1208949	LA-Special Matters Block C Aircraft in Table 1-A1	1
6-1162-SCR-146R1	LA Special Provision – Block B and Block G Aircraft	6
LA-1306854R1	Performance Guarantees, Demonstrated Compliance	6
6-1162-LKJ-0696R6	LA-[*]	6
6-1162-LKJ-0705	LA-Special Matters for Block E, Block F and Block G Aircraft in Table 1-A2	
6-1162-LKJ-0707	LA- Agreement Regarding [*]	6
6-1162-LKJ-0709	[*] Special Matters	6
6-1162-LKJ-0728	Special Matters – SA-8 Early Exercise Aircraft	8

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	June 29, 2012
Supplemental Agreement No. 2	October 8, 2012
Supplemental Agreement No. 3	December 11, 2012
Supplemental Agreement No. 4	December 10, 2013
Supplemental Agreement No. 5	September 29, 2014
Supplemental Agreement No. 6	July 21, 2015
Supplemental Agreement No. 7	April 18, 2016
Supplemental Agreement No. 8	June 10, 2016
Supplemental Agreement No. 9	February 16, 2017

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

FED-PA-03712

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BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

FedEx Contract #12-0527-022

Supplemental Agreement No. 10

to

Purchase Agreement No. 3712

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 767-3S2F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of May 10, 2017 by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H :

A. WHEREAS, the parties entered into Purchase Agreement No. 3712, dated December 14, 2011 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 767-3S2F Aircraft (the Aircraft); and

B. WHEREAS, Customer desires to reschedule the delivery month of four (4) Aircraft as set forth in the table below (SA-10 Accelerated Aircraft); and

Current Delivery Month & Year	Revised Delivery Month & Year	Block	Table Reference	MSN
[*]	[*]	Block C	Table 1-B	43551
[*]	[*]	Block E	Table 1-A2	63094
[*]	[*]	Original Block	Table 1-A	42728
[*]	[*]	Block C	Table 1-A1	62498

C. WHEREAS, Boeing has agreed to provide additional business considerations in consideration of the acceleration of the SA-10 Accelerated Aircraft.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BOEING PROPRIETARY

S10-1

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the Table of Contents with the revised Table of Contents, attached hereto, to reflect the changes made by this Supplemental Agreement No. 10.

2. Boeing and Customer acknowledge and agree that upon execution of this Supplemental Agreement No. 10 the four (4) Aircraft described in Recital Paragraph B above are hereby rescheduled as described herein.

3. Revise and replace in its entirety, Table 1-A with a revised Table 1-A, attached hereto, to reschedule the delivery month of one (1) Aircraft as identified in Recital Paragraph B above.

4. Revise and replace in its entirety, Table 1-A1 with a revised Table 1-A1, attached hereto, to reschedule the delivery month of one (1) Aircraft as identified in Recital Paragraph B above.

5. Revise and replace in its entirety, Table 1-A2 with a revised Table 1-A2, attached hereto, to reschedule the delivery month of one (1) Aircraft as identified in Recital Paragraph B above.

6. Revise and replace in its entirety, Table 1-B with a revised Table 1-B, attached hereto, to reschedule the delivery month of one (1) Aircraft as identified in Recital Paragraph B above.

7. Revise and replace in its entirety Attachment 4 to Letter Agreement FED-PA-03712-LA-1106156R2, Option Aircraft, attached hereto, to reflect the reschedule of the four (4) Aircraft described in Recital Paragraph B above.

8. Add Letter Agreement 6-1162-LKJ-0744, Special Considerations – SA-10 Accelerated Aircraft, attached hereto, to reflect additional business considerations to be provided in consideration of the acceleration of the SA-10 Accelerated Aircraft.

9. Boeing acknowledges that as a result of the reschedule of the four (4) Aircraft described in Recital Paragraph B above Customer will have [*] applicable to each such Aircraft. Boeing will [*].

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

BOEING PROPRIETARY

S10-2

10. This Supplemental Agreement No. 10 to the Purchase Agreement shall not be effective until executed and delivered by the parties on or prior to May 11, 2017.

BOEING PROPRIETARY

S10-3

Supplemental Agreement No. 10 to
Purchase Agreement No. 3712

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ L. Kirsten Jensen
Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum
Its: Vice President Aircraft Acquisition

BOEING PROPRIETARY

S10-4

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2	Delivery Schedule
3	Price
4	Payment
5	Additional Terms

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BFE1	BFE Variables	2
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SLP1	Service Life Policy Components	

FED-PA-03712

SA-10**BOEING PROPRIETARY**

<u>LETTER AGREEMENTS</u>		<u>SA Number</u>
LA-1106151R2	LA-Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft	6
LA-1106152	LA-Special Matters Concerning [*] – Firm Aircraft	
LA-1106153	LA-Liquidated Damages Non-Excusable Delay	
LA-1106154R2	LA-Firm Aircraft and Option Aircraft Delivery Matters	6
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LA-1106157	AGTA Amended Articles	
LA-1106158R3	LA-Right to Purchase Additional Aircraft	8
LA-1106159R1	LA-Special Matters Concerning [*]	1
LA-1106160	LA-Spare Parts Initial Provisioning	
LA-1106163	LA-Demonstration Flight Waiver	
LA-1106177R1	LA-[*]	6
LA-1106207R1	LA-Special Matters Firm Aircraft	1
LA-1106208R1	LA-Special Matters Option Aircraft	1
LA-1106574R1	LA-Agreement for Deviation from the [*]	6
LA-1106584R4	LA-Aircraft Performance Guarantees	6
LA-1106586	LA-Miscellaneous Matters	
LA-1106614R2	LA-Special Matters for Purchase Right Aircraft	8
LA-1106824	LA-Customer Support Matters	
LA-1208292R2	LA-Special Matters Concerning Escalation – Block B, Block C, Block E, Block F and Block G Aircraft	6
LA-1208296R1	LA-Special Matters for Block D Option Aircraft	6
LA-1208949	LA-Special Matters Block C Aircraft in Table 1-A1	1
6-1162-SCR-146R1	LA Special Provision – Block B and Block G Aircraft	6
LA-1306854R1	Performance Guarantees, Demonstrated Compliance	6
6-1162-LKJ-0696R6	LA-[*]	6
6-1162-LKJ-0705	LA-Special Matters for Block E, Block F and Block G Aircraft in Table 1-A2	
6-1162-LKJ-0707	LA- Agreement Regarding [*]	6

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1162-LKJ-0709	[*] Special Matters	6
6-1162-LKJ-0728	Special Matters – SA-8 Early Exercise Aircraft	8
6-1162-LKJ-0744	Special Considerations – SA-10 Accelerated Aircraft	10

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-PA-03712

SA-10

BOEING PROPRIETARY

<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	June 29, 2012
Supplemental Agreement No. 2	October 8, 2012
Supplemental Agreement No. 3	December 11, 2012
Supplemental Agreement No. 4	December 10, 2013
Supplemental Agreement No. 5	September 29, 2014
Supplemental Agreement No. 6	July 21, 2015
Supplemental Agreement No. 7	April 18, 2016
Supplemental Agreement No. 8	June 10, 2016
Supplemental Agreement No. 9	February 16, 2017
Supplemental Agreement No. 10	May 10, 2017
FED-PA-03712	SA-10

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-LKJ-0744

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Considerations – SA-10 Accelerated Aircraft

Reference: (a) Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)
(b) Letter Agreement FED-PA-03712-LA-1106177R1, [*]

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Background.

Supplemental Agreement No. 10 to the Purchase Agreement provides for the acceleration of four (4) SA-10 Accelerated Aircraft with resulting revised delivery months as set forth below.

Revised Delivery Month & Year	Block	Table Reference	MSN
[*]	Block C	Table 1-B	43551
[*]	Block E	Table 1-A2	63094
[*]	Original Block	Table 1-A	42728
[*]	Block C	Table 1-A1	62498

In consideration of Customer's acceleration of the SA-10 Accelerated Aircraft Boeing will provide to Customer the following business considerations.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1162-LKJ-0744

SA-10

Special Considerations – SA-10 Accelerated Aircraft

Page 1

BOEING PROPRIETARY



2. [*]

[*]

3. [*]

[*]

4. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 10, 2017

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

6-1162-LKJ-0744

Special Considerations – SA-10 Accelerated Aircraft

SA-10

Page 3

BOEING PROPRIETARY

INFORMATION IN THIS EXHIBIT IDENTIFIED BY BRACKETS IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(IV) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT FEDEX TREATS AS PRIVATE OR CONFIDENTIAL.

FedEx Contract #

Supplemental Agreement No. 11

to

Purchase Agreement No. 3712

between

The Boeing Company

And

Federal Express Corporation

Relating to Boeing Model 767-3S2F Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of June 18, 2018 by and between THE BOEING COMPANY (Boeing) and FEDERAL EXPRESS CORPORATION (Customer);

W I T N E S S E T H:

A. WHEREAS, the parties entered into Purchase Agreement No. 3712, dated December 14, 2011 (Purchase Agreement), relating to the purchase and sale of certain Boeing Model 767-3S2F Aircraft (the Aircraft); and

B. WHEREAS, Customer desires to add six (6) incremental Aircraft to the Purchase Agreement, such Aircraft to be designated as either Block B or Block C Aircraft, with delivery dates as follows:

Delivery Month & Year of new Aircraft	Block
[*]	Block C
[*]	Block B

C. WHEREAS, Customer desires to reschedule the delivery month of one (1) Aircraft as set forth in the table below:

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Current Delivery Month & Year	Revised Delivery Month & Year	Block	Table Reference
[*]	[*]	Block E	Table 1-A2

D. WHEREAS, Customer desires to exercise six (6) Option Aircraft, which shall be designated as Block C Aircraft, with delivery months as set forth in the table below (SA-11 Option Exercise Aircraft):

Delivery Month & Year for Exercised Option Aircraft	Block
[*]	Block C

E. WHEREAS, Customer desires to add six (6) Option Aircraft to the Purchase Agreement, hereinafter referred to as Option Aircraft, with delivery months as set forth in the table below:

Delivery Month & Year for Option Aircraft	Block
[*]	Option Aircraft

F. WHEREAS, Customer desires to cancel six (6) Purchase Rights from the Purchase Agreement.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

G. WHEREAS, Boeing desires to provide an additional business consideration to Customer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to supplement the Purchase Agreement as follows:

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement.

1. Remove and replace, in its entirety, the Table of Contents with the revised Table of Contents attached hereto to reflect the changes made by this Supplemental Agreement No. 11.
2. Boeing and Customer acknowledge and agree that upon execution of this Supplemental Agreement No. 11 and upon fulfillment of the conditions described in Article 16 below, (i) five (5) of the Aircraft described in Recital Paragraph B above are hereby added to the Purchase Agreement and are considered by the parties as "Block C Aircraft" and will be deemed "Aircraft" for all purposes under the Purchase Agreement except as otherwise described herein, (ii) one (1) of the Aircraft described in Recital Paragraph B above is hereby added to the Purchase Agreement as a conditional firm aircraft and is considered by the parties as a "Block B Aircraft" for all purposes under the Purchase Agreement except as otherwise described herein, (iii) the one (1) Aircraft described in Recital Paragraph C above is hereby rescheduled as described herein, (iv) the six (6) Option Aircraft exercised as firm Aircraft described in Recital Paragraph D above are hereby added to the Purchase Agreement and are considered by the parties as "Block C Aircraft" and will be deemed "Aircraft" for all purposes under the Purchase Agreement except as otherwise described herein, (v) the six (6) Option Aircraft described in Recital Paragraph E above are hereby added to the Purchase Agreement as "Option Aircraft" as described herein and will be deemed such for all purposes under the Purchase Agreement except as otherwise described herein, and (vi) six (6) Purchase Rights are hereby cancelled from the Purchase Agreement decreasing the total quantity of Purchase Rights to thirty-eight (38).
3. Revise and replace in its entirety, Table 1-A1 with a revised Table 1-A1, attached hereto, to add to the Purchase Agreement the six (6) Aircraft described in Recital Paragraph B above.

BOEING PROPRIETARY
SA11-3

Supplemental Agreement No.11 to
Purchase Agreement No. 3712

4. Revise and replace in its entirety, Table 1-A2 with a revised Table 1-A2, attached hereto, to reschedule the delivery month of one (1) Aircraft as identified in Recital Paragraph C above with a Table 1-A2 table reference.
5. Revise and replace in its entirety, Table 1-B with a revised Table 1-B, attached hereto, to add the six (6) Aircraft described in Recital Paragraph D above to Table 1-B.
6. Revise and replace in its entirety Attachment 1 to Letter Agreement FED-PA-03712-LA-1106156R2, Option Aircraft, attached hereto, to reflect (i) the deletion of the Option Aircraft referred to in Recital Paragraph D above, and (ii) the addition of the Option Aircraft described in Recital Paragraph E above.
7. Revise and replace in its entirety Attachment 3 to Letter Agreement FED-PA-03712-LA-1106156R2, Option Aircraft, attached hereto, to reflect the exercise of the Option Aircraft described in Recital Paragraph D above.
8. Revise and replace in its entirety Attachment 4 to Letter Agreement FED-PA-03712-LA-1106156R2, Option Aircraft, attached hereto, to reflect (i) the addition of the six (6) Block C Aircraft described in Recital Paragraph B above, (ii) the reschedule of the Aircraft described in Recital Paragraph C above, (iii) the exercise of the Option Aircraft described in Recital Paragraph D above and (iv) the addition of the Option Aircraft described in Recital Paragraph E above.
9. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106158R3, Right to Purchase Additional Aircraft, with Letter Agreement FED-PA-03712-LA-1106158R4, Right to Purchase Additional Aircraft, attached hereto, to reflect the cancellation of six (6) Purchase Rights as described in Recital Paragraph G above, resulting in a revised quantity of thirty-eight (38) Purchase Rights.
10. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1106614R2, Special Matters for Purchase Right Aircraft, with Letter Agreement FED-PA-03712-LA-1106614R3, Special Matters for Purchase Right Aircraft, attached hereto, to reflect the letter agreement revision described in Paragraph 9 above.
11. Revise and replace in its entirety Letter Agreement FED-PA-03712-LA-1208949, Special Matters for Block C Aircraft in Table 1-A1, with Letter Agreement FED-PA-03712-LA-1208949R1, Special Matters for Aircraft in Table 1-A1, attached hereto, to revise the applicability of the letter agreement to include the Block B Aircraft described in Recital Paragraph B above.

BOEING PROPRIETARY
SA11-4

12. Revise and replace in its entirety Letter Agreement 6-1162-SCR146R1, Special Provision – Block B and Block G Aircraft, with Letter Agreement 6-1162-SCR146R2, Special Provision – Block B and Block G Aircraft, attached hereto, to revise the applicability of the letter agreement to include the Block B Aircraft described in Recital Paragraph B above.
13. Add Letter Agreement 6-1169-LKJ-0773, Special Matters – SA-11, attached hereto, to provide additional business considerations to Customer.
14. For the sake of clarity, the parties confirm and agree that the (i) five (5) Block C Aircraft and one (1) Block B Aircraft described in Recital Paragraph B above added herein and (ii) six (6) Block C Aircraft described in Recital Paragraph D above added herein shall be subject to Letter Agreement FED-PA-03712-LA-1106159R1, Special Matters Concerning.* and Letter Agreement FED-PA-03712-LA-1106584R4, Aircraft Performance Guarantees.
15. As a result of the changes incorporated in this Supplemental Agreement No. 11, Customer will [*] applicable to each of the six (6) Aircraft described in Recital Paragraph B above and added to the Purchase Agreement pursuant to this Supplemental Agreement No. 11, (ii) [*] applicable to each of the six (6) Block C Aircraft described in Recital Paragraph D above and added to the Purchase Agreement pursuant to this Supplemental Agreement No. 11 and (iii) an Option Deposit [*] for each of the six (6) Option Aircraft described in Recital Paragraph E above and added to the Purchase Agreement pursuant to this Supplemental Agreement No. 11 and (iv) [*] applicable to the Aircraft described in Recital Paragraph C above as a result of the reschedule of such Aircraft. The foregoing results in an [*] (SA-11 Payment Amount). For clarity, the terms “pre-delivery payment (s)”, “PDP (s)” and “advance payment (s)” are used on an interchangeable basis. [*].
16. This Supplemental Agreement No. 11 to the Purchase Agreement shall not be effective until (i) executed and delivered by the parties on or prior to June 26, 2018, and (ii) Customer and Boeing execute and deliver Supplemental Agreement No. 30 to Purchase Agreement No. 3157 on or prior to June 26, 2018.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

Supplemental Agreement No.11 to
Purchase Agreement No. 3712

EXECUTED as of the day and year first above written.

THE BOEING COMPANY

By: /s/ L. Kirsten Jensen

Its: Attorney-In-Fact

FEDERAL EXPRESS CORPORATION

By: /s/ Phillip C. Blum

Its: Vice President Aircraft Acquisition

BOEING PROPRIETARY
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B	Aircraft Delivery Requirements and Responsibilities	
<u>SUPPLEMENTAL EXHIBITS</u>		
AE1	Escalation Adjustment/Airframe and Optional Features	
BFE1	BFE Variables	2
CS1	Customer Support Variables	
EE1	Engine Escalation, Engine Warranty and Patent Indemnity	
SLP1	Service Life Policy Components	

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BOEING PROPRIETARY

LETTER AGREEMENTSSA
Number

LA-1106151R2	LA-Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft	6
LA-1106152	LA-Special Matters Concerning [*] – Firm Aircraft	
LA-1106153	LA-Liquidated Damages Non-Excusable Delay	
LA-1106154R2	LA-Firm Aircraft and Option Aircraft Delivery Matters	6
LA-1106155	LA-Open Configuration Matters	
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	Attachment 1 to LA-1106156R2	11
	Attachment 2 to LA-1106156R2	6
	Attachment 3 to LA-1106156R2	11
	Attachment 4 to LA-1106156R2	11
LA-1106157	AGTA Amended Articles	
LA-1106158R4	LA-Right to Purchase Additional Aircraft	11
LA-1106159R1	LA-Special Matters Concerning [*]	1
LA-1106160	LA-Spare Parts Initial Provisioning	
LA-1106163	LA-Demonstration Flight Waiver	
LA-1106177R1	LA-[*]	6
LA-1106207R1	LA-Special Matters Firm Aircraft	1
LA-1106208R1	LA-Special Matters Option Aircraft	1
LA-1106574R1	LA-Agreement for Deviation from the [*]	6
LA-1106584R4	LA-Aircraft Performance Guarantees	6
LA-1106586	LA-Miscellaneous Matters	
LA-1106614R3	LA-Special Matters for Purchase Right Aircraft	11
LA-1106824	LA-Customer Support Matters	
LA-1208292R2	LA-Special Matters Concerning Escalation – Block B, Block C, Block E, Block F and Block G Aircraft	6
LA-1208296R1	LA-Special Matters for Block D Option Aircraft	6
LA-1208949R1	LA-Special Matters for Aircraft in Table 1-A1	11
6-1162-SCR-146R2	LA Special Provision — Block B and Block G Aircraft	11
LA-1306854R1	Performance Guarantees, Demonstrated Compliance	6
6-1162-LKJ-0696R6	LA-[*]	6
6-1162-LKJ-0705	LA-Special Matters for Block E, Block F and Block G Aircraft in Table 1-A2	
6-1162-LKJ-0707	LA- Agreement Regarding [*]	6

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1162-LKJ-0709	[*] Special Matters	6
6-1162-LKJ-0728	Special Matters – SA-8 Early Exercise Aircraft	8
6-1162-LKJ-0744	Special Considerations – SA-10 Accelerated Aircraft	10
6-1169-LKJ-0773	Special Matters – SA-11	11

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

<u>SUPPLEMENTAL AGREEMENTS</u>	<u>DATED AS OF:</u>
Supplemental Agreement No. 1	June 29, 2012
Supplemental Agreement No. 2	October 8, 2012
Supplemental Agreement No. 3	December 11, 2012
Supplemental Agreement No. 4	December 10, 2013
Supplemental Agreement No. 5	September 29, 2014
Supplemental Agreement No. 6	July 21, 2015
Supplemental Agreement No. 7	April 18, 2016
Supplemental Agreement No. 8	June 10, 2016
Supplemental Agreement No. 9	February 16, 2017
Supplemental Agreement No. 10	May 10, 2017
Supplemental Agreement No. 11	June , 2018

FED-PA-03712

SA-11

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106158 R4

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Right to Purchase Additional Aircraft

Reference: Purchase Agreement No. 3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. In addition, this Letter Agreement cancels and supersedes FED-PA-03712-LA-1106158R3 in its entirety. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase Incremental Aircraft.

Subject to the terms and conditions contained herein, Customer will have the right to purchase (**Purchase Right**) **thirty-eight (38)** additional Boeing Model 767-3S2F aircraft as purchase right aircraft (**Purchase Right Aircraft**).

2. Delivery.

The Purchase Right Aircraft delivery positions are [*].

3. Configuration.

The configuration for the Purchase Right Aircraft will be the Detail Specification for Model 767-3S2F aircraft at the revision level in effect at the time of the Supplemental Agreement. Such Detail Specification will be revised to include (i) changes required to obtain required regulatory certificates and (ii) other changes as mutually agreed upon by Boeing and Customer.

4. Price.

4.1 The Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for the Purchase Right Aircraft shall remain in base year [*] and such prices will be subject to escalation to the scheduled delivery date of the Purchase Right Aircraft.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



4.2 Subject to the provisions of Letter Agreement FED-PA-03712-LA-1106151R2 "Special Matters Concerning [*] – Option Aircraft and Certain Purchase Right Aircraft", the Airframe Price, Engine Price, Optional Features Prices, and Aircraft Basic Price for each of the Purchase Right Aircraft will be adjusted for escalation in accordance with the Purchase Agreement.

4.3 The Advance Payment Base Price for each exercised Purchase Right Aircraft shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Supplemental Agreement.

5. Payment.

At Supplemental Agreement for the Purchase Right Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the Purchase Right Aircraft will be paid at the time of delivery.

6. Notice of Exercise and Payment of Deposit.

6.1 Customer may exercise a Purchase Right by giving written notice (**Notice of Exercise**) to Boeing. All Purchase Right aircraft must be exercised for delivery no later than [*]. Such Notice of Exercise shall be accompanied by payment, by electronic transfer to the account specified below, in accordance with the Purchase Agreement. Such amount will be the initial advance payment due at execution of the Supplemental Agreement.

[*]

6.2 The parties agree that Purchase Right Aircraft, once exercised, will be added to Table 1-C of the Purchase Agreement.

7. Supplemental Agreement.

Following Customer's exercise of a Purchase Right in accordance with the terms and conditions stated herein [*], the parties will sign a supplemental agreement for the purchase of such Purchase Right Aircraft (**Supplemental Agreement**) within thirty (30) calendar days of such exercise (**Purchase Right Exercise**). The Supplemental Agreement will include the provisions then contained in the Purchase Agreement as modified to reflect the provisions of this Letter Agreement and any additional mutually agreed terms and conditions.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



8. [*]

[*]

9. General Expiration of Rights.

Each Purchase Right shall expire at the time of execution of the Supplemental Agreement for the applicable Purchase Right Aircraft, or, if no such Supplemental Agreement is executed, on [*].

10. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1106158**R4**
Right to Purchase Additional Aircraft

BOEING PROPRIETARY

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Page 4



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1106614 **R3**

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Purchase Right Aircraft

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) cancels and supersedes Letter Agreement FED-PA-03712-LA-1106614**R2** and amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit memoranda provided for in this Letter Agreement will be applicable to exercised Purchase Right Aircraft only (**Exercised Purchase Right Aircraft**), as described in letter agreement FED-PA-03712-LA-1106158**R4**, Right to Purchase Additional Aircraft.

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in Paragraphs 1.1 through 1.5 are in [*] base year dollars and will be escalated to the scheduled month of the respective Exercised Purchase Right Aircraft delivery pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the Exercised Purchase Right Aircraft. The Credit Memoranda may, at the election of Customer, be [*].

3. [*]

[*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Exercised Purchase Right Aircraft at time of delivery and becoming the operator of the Exercised Purchase Right Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President Aircraft Acquisitions
& Planning and Performance

FED-PA-03712-LA-1106614R3
Special Matters for Purchase Right Aircraft

BOEING PROPRIETARY

SA-11
Page 2



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-PA-03712-LA-1208949 R1

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters for Aircraft in Table 1-A1

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (Letter Agreement) **cancels and supersedes Letter Agreement FED-PA-03712-LA-1208949** and amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. The credit **memoranda** provided for in this Letter Agreement will be applicable to **Block B Aircraft and Block C Aircraft**, as identified in Table 1-A1 of the Purchase Agreement (**Table 1-A1 Aircraft**).

1. Credit Memoranda.

[*]

2. Escalation of Credit Memoranda.

Unless otherwise noted, the amounts of the Credit Memoranda stated in Paragraphs 1.1 through 1.5 are in [*] base year dollars and will be escalated to the same time period as the Airframe pursuant to the Airframe Escalation formula set forth in the Purchase Agreement applicable to the **Table 1-A1 Aircraft**. The Credit Memoranda may, at the election of Customer, be [*].

3. [*]

[*]

4. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the **Table 1-A1 Aircraft** at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing, which will not be unreasonably withheld.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



5. Confidentiality

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum

Its Vice President Aircraft Acquisition

FED-PA-03712-LA-1208949**R1**
Special Matters **for Aircraft in Table 1-A1**

BOEING PROPRIETARY

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Page 2



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-SCR-146R2

Federal Express Corporation
3610 Hacks Cross
Memphis, TN 38125

Subject: Special Provision – Block B and Block G Aircraft

Reference: Purchase Agreement 3712 (the Purchase Agreement) between The Boeing Company (Boeing) and Federal Express Corporation (Customer) relating to Model 767-3S2F aircraft (the Aircraft)

This letter agreement (Letter Agreement) cancels and supersedes Letter Agreement 6-1162-SCR-146R1 and amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

[*]

[Defined Terms]

“Block B Aircraft” means **(i)** the four (4) Option Aircraft exercised, as identified in Table 1-B as Block B Aircraft, under Supplemental Agreement Number 1 to the Purchase Agreement and shall have the meaning as defined therein, **and (ii) the one (1) Aircraft added to the Purchase Agreement and identified in Table 1-A1 as a Block B Aircraft pursuant to Supplemental Agreement No. 11 and shall have the meaning as defined therein.**

“Block G Aircraft” means the four (4) Aircraft identified in Table 1-A2 as Block G Aircraft pursuant to Supplemental Agreement Number 6 to the Purchase Agreement and shall have the meaning as defined therein.

[*]

“RLA” or “Railway Labor Act” means 45 USC Section 151 et seq.

“NLRA” or “National Labor Relations Act” means 29 USC Section 151 et seq.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

6-1162-SCR-146R2
Special Provision – Block B and Block G Aircraft

BOEING PROPRIETARY

SA-11
Page 1



Very Truly Yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisition

6-1162-SCR-146**R2**
Special Provision – Blocks B and Block G Aircraft

BOEING PROPRIETARY

SA-11
Page 2



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-LKJ-0773

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Special Matters – SA-11

Reference: Purchase Agreement No. PA-3712 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

In consideration of Boeing's long term relationship with Customer, Boeing will provide to Customer the following business consideration.

1. Business Consideration.

[*]

2. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ L. Kirsten Jensen
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisitions & Planning and
Performance

6-1169-LKJ-0773
Special Matters – SA-11

SA-11
Page 2

BOEING PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

FED-SU-1106178R3

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Federal Express Corporation [*]

- References:
- 1) Purchase Agreement No. PA-03712 (**767 Purchase Agreement**) between The Boeing Company (**Boeing**) and Federal Express Corporation (**Customer**) relating to Model 767-3S2F aircraft (**Aircraft**)
 - 2) FED-MO-1105406 R1 Proposal for 767-300 Boeing Converted Freighter (**BCF**) Program (**Proposal for 25 767-300 BCF aircraft**)
 - 3) FED-MO-1105421 R1 Proposal for 767-300 Boeing Converted Freighter Program (**Proposal for 50 767-300 BCF aircraft**)

This agreement No. FED-SU-1106178R3, dated **June ____, 2018**, supersedes and replaces in its entirety agreement No. FED-SU-1106178R2, dated July 21, 2015.

This Agreement incorporates the terms and conditions of Customer Services General Terms Agreement No. S2-2 (“**CSGTA**”) between Boeing and Customer by reference. All capitalized terms used but not defined in this Agreement have the same meaning as in the CSGTA. On the date Customer accepts this offer it will become an Order to the CSGTA.

1. [*]

[*]

2. **Definitions**

2.1 “**Agreement**” means this Order to the CSGTA.

2.2 [*]

2.3 [*]

2.4 [*]

2.5 “**Option Aircraft**” means all exercised Aircraft options as listed in Table 1-B of the 767 Purchase Agreement.

2.6 “**Purchase Right Aircraft**” means all Purchase Right Aircraft as listed in Table 1-C of the 767 Purchase Agreement.

2.7 [*]

2.8 [*]

3. **Term**

3.1 Once this Agreement is executed, this Agreement will be in effect and [*].

3.2 [*]

3.3 [*]

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.

FED-SU-1106178R3

[*]

BOEING PROPRIETARY

Page 1



4. [*]

4.1 [*]

4.2 [*]

4.3 [*]

4.4 [*]

- Other than to a subsidiary of Customer, Customer may not assign [*] under this Agreement, in whole or in part, without the prior written consent of Boeing.

[*]

5. **Miscellaneous**

5.1 Entire Agreement. This Agreement and the CSGTA contain the entire agreement between the parties and supersede all previous proposals, understandings, commitments or representations, oral or written, with respect to the subject matter hereof.

5.2 Confidential Treatment. Customer understands that Boeing considers certain commercial and financial information contained in this Agreement as confidential. Customer and Boeing agree that it will treat this Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the forgoing, Customer may disclose this Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent company, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect hereto, and as required by law.

AGREED AND ACCEPTED this

June 18, 2018

Date

THE BOEING COMPANY

/s/ Susan Englander

Signature

Susan Englander

Printed name

Attorney-in-Fact

Title

FEDERAL EXPRESS CORPORATION

/s/ Phillip C. Blum

Signature

Phillip C. Blum

Printed name

Vice President Aircraft Acquisitions
& Planning and Performance

Title

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

FED-MISC-LA-1804229

Federal Express Corporation
3610 Hacks Cross Road
Memphis, TN 38125

Subject: Boeing Global Services (**BGS**) – Special Matters

[*]

In consideration of Boeing's long term relationship with Customer, and Customer's continued purchase of BGS goods and services to support operation of the Boeing model 767 aircraft, Boeing will provide to Customer the following business consideration.

1. Business Consideration.

[*]

2. Confidentiality.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Each of Customer and Boeing agree that it will treat this Letter Agreement and the information contained herein as confidential. Customer agrees to limit the disclosure of the contents of this Letter Agreement to employees of Customer with a need to know and who understand that they are not to disclose its content to any other person or entity without the prior written consent of Boeing. Notwithstanding the foregoing, Customer may disclose this Letter Agreement and the terms and conditions herein to its parent company, FedEx Corporation, to the Board of Directors of its parent corporation, FedEx Corporation, to its professional advisors under a duty of confidentiality with respect thereto, and as required by law.

* Blank spaces contained confidential information that has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type that FedEx treats as private or confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ Susan Englander
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 18, 2018

FEDERAL EXPRESS CORPORATION

By /s/ Phillip C. Blum
Its Vice President Aircraft Acquisitions
& Planning and Performance

Omitted Attachments

Certain attachments to this exhibit regarding delivery and pricing of certain B767F aircraft manufactured by The Boeing Company for FedEx have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these attachments to the Securities and Exchange Commission or its staff upon request.

FED-MISC-LA-1804229
Boeing Global Services - Special Matters

BOEING PROPRIETARY

Page 2

FIRST AMENDMENT

FIRST AMENDMENT (this “Amendment”), dated as of March 15, 2022, to the Second Amended and Restated Five-Year Credit Agreement, dated as of March 16, 2021, among FEDEX CORPORATION, a Delaware corporation (the “Borrower”), the several lenders party thereto (the “Lenders”), JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “Administrative Agent”) and each other party thereto (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”).

W I T N E S S E T H :

WHEREAS, the Borrower, the Lenders and the Administrative Agent originally entered into the Credit Agreement, pursuant to which the Lenders may make certain loans and other extensions of credit to the Borrower;

WHEREAS, the Borrower and the Lenders wish to make certain amendments to the Credit Agreement as described herein;

WHEREAS, each of JPMorgan Chase Bank, N.A., BofA Securities, Inc., Citibank, N.A., The Bank of Nova Scotia, Wells Fargo Securities, LLC and Truist Securities, Inc., is a joint lead arranger and a joint bookrunner; and

WHEREAS, in furtherance thereof, each party hereto hereby consents to the modifications to the Credit Agreement as set forth in Section 2 below (the Credit Agreement, as hereby modified by this Amendment, the “Amended Credit Agreement”).

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Amended Credit Agreement and used herein shall have the meanings given to them in the Amended Credit Agreement.

SECTION 2. Amendments. The Borrower, the Lenders and the Administrative Agent agree that the Credit Agreement is, effective as of the First Amendment Effective Date (as defined below), hereby amended as follows:

(a) The Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement attached as Exhibit A hereto.

SECTION 3. Conditions to Effectiveness. This Amendment shall become effective on and as of the date (the “First Amendment Effective Date”) upon which the following conditions shall have been satisfied (or waived in accordance with Section 10.01 of the Credit Agreement):

(a) The Administrative Agent shall have received this Amendment, executed and delivered by a duly authorized officer of the Borrower, each Lender, each Issuing Bank and the Administrative Agent;

(b) No Default or Event of Default has occurred and is continuing on the First Amendment Effective Date or shall result from the effectiveness of this Amendment;

(c) Immediately before and after giving effect to this Amendment, the representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects (or, in the case of representations and warranties qualified as to materiality, in all respects) on and as of the First Amendment Effective Date, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be true and correct in all material respects (or in all respects, as applicable) as of such earlier date;

(d) The Administrative Agent shall have received a certificate, dated as of the First Amendment Effective Date and signed by the President, Chief Executive Officer, or a Financial Officer of the Borrower certifying as to compliance with Section 3(b) and (c) of this Amendment;

(e) The Lenders shall have received a written opinion from counsel to the Borrower, substantially in the form of Exhibit B to this Amendment;

(f) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Borrower and the domestic Significant Subsidiaries and the authorization of the Amendment, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel; and

(g) The Borrower shall have paid all fees and all reasonable and documented expenses required to be paid on or before the First Amendment Effective Date (including the consent fee and all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent)).

SECTION 4. Representations and Warranties. On and as of the First Amendment Effective Date, after giving effect to this Amendment, each Loan Party hereby represents and warrants to the Administrative Agent and each Lender that this Amendment has been duly authorized by all necessary corporate or other organizational action. This Amendment has been duly executed and delivered by each Loan Party party hereto and constitutes a legal, valid and binding obligation of each Loan Party party hereto, enforceable against such Person in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 5. No Other Amendment or Waivers; Confirmation. This Amendment shall not constitute a novation of any Obligations. Except as expressly provided hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments contained herein shall not be construed as an amendment or waiver of any other provision of the Amended Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of any Loan Party that would require the waiver or consent of the Administrative Agent or the Lenders.

SECTION 6. GOVERNING LAW; WAIVER OF JURY TRIAL. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SECTIONS 10.11, 10.12 AND 10.16 OF THE AMENDED CREDIT AGREEMENT AS IF SUCH SECTIONS WERE SET FORTH IN FULL HEREIN.

SECTION 7. Miscellaneous. (a) This Amendment may be executed in counterparts in accordance with Section 10.08 of the Credit Agreement (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Amendment.

(b) The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including permitted assignees of its Loans in whole or in part prior to effectiveness hereof).

(c) This Amendment shall be a Loan Document for all purposes of the Amended Credit Agreement and the other Loan Documents.

SECTION 8. Severability. If any provision of this Amendment or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Amendment and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 9. Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

SECTION 10. Loan Party Acknowledgments. (a) Each Loan Party hereby (i) expressly acknowledges the terms of the Amended Credit Agreement, (ii) ratifies and affirms its obligations under the Loan Documents (including guarantees) to which it is a party, (iii) acknowledges, renews and extends its continued liability under all such Loan Documents and agrees such Loan Documents remain in full force and effect and (iv) further confirms that each Loan Document to which it is a party is and shall continue to be in full force and effect and the same are hereby ratified and confirmed in all respects.

(b) Each Loan Party hereby reaffirms, as of the First Amendment Effective Date, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Amendment and the transactions contemplated thereby, and (ii) its guarantee of payment of the Obligations pursuant to the Guarantee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BORROWER:

FEDEX CORPORATION

By: /s/ John D. Hartney

Name: John D. Hartney

Title: Staff Vice President and Assistant Treasurer

[Signature Page to Amendment]

GUARANTORS:

FEDERAL EXPRESS CORPORATION

By: /s/ Elise L. Jordan

Name: Elise L. Jordan

Title: Executive Vice President and CFO

[Signature Page to Amendment]

FEDERAL EXPRESS EUROPE, INC.

By: /s/ John D. Hartney
Name: John D. Hartney
Title: Assistant Treasurer

[Signature Page to Amendment]

FEDERAL EXPRESS HOLDINGS S.A., LLC

By: /s/ John D. Hartney
Name: John D. Hartney
Title: Assistant Treasurer

[Signature Page to Amendment]

FEDERAL EXPRESS INTERNATIONAL, INC.

By: /s/ John D. Hartney

Name: John D. Hartney

Title: Assistant Treasurer

[Signature Page to Amendment]

FEDEX CORPORATE SERVICES, INC.

By: /s/ Sharon L. Hawkins

Name: Sharon L. Hawkins

Title: Senior Vice President and CFO

[Signature Page to Amendment]

FEDEX FREIGHT CORPORATION

By: /s/ Matthew L. Rittenhour

Name: Matthew L. Rittenhour

Title: Senior Vice President – Finance and CFO

[Signature Page to Amendment]

FEDEX FREIGHT, INC.

By: /s/ Matthew L. Rittenhour

Name: Matthew L. Rittenhour

Title: Senior Vice President – Finance and CFO

[Signature Page to Amendment]

FEDEX GROUND PACKAGE SYSTEM, INC.

By: /s/ Robert D. Henning

Name: Robert D. Henning

Title: Executive Vice President and CFO

[Signature Page to Amendment]

FEDEX OFFICE AND PRINT SERVICES, INC.

By: /s/ Leslie M. Benners

Name: Leslie M. Benners

Title: Senior Vice President and CFO

[Signature Page to Amendment]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, a Lender and Issuing Bank

By: /s/ Jonathan Bennett

Name: Jonathan Bennet

Title: Executive Director

[Signature Page to Amendment]

BANK OF AMERICA, N.A.,
as a Lender and Issuing Bank

By: /s/ Jason Yakabu
Name: Jason Yakabu
Title: Director

[Signature Page to Amendment]

The Bank of Nova Scotia, as a Lender and Issuing Bank

By: /s/ Kevin D. McCarthy

Name: Kevin McCarthy

Title: Director

[Signature Page to Amendment]

CITIBANK, N.A., as a Lender and Issuing Bank

By: /s/ Maureen Maroney

Name: Maureen Maroney

Title: Vice President

[Signature Page to Amendment]

Wells Fargo Bank, National Association, as a Lender and
Issuing Bank

By: /s/ Mylissa Merten
Name: Mylissa Merten
Title: Vice President

[Signature Page to Amendment]

Truist Bank, as a Lender

By: /s/ Chris Hursey

Name: Chris Hursey

Title: Director

[Signature Page to Amendment]

BNP Paribas, as a Lender

By: /s/ Todd Grossnickle
Name: Todd Grossnickle
Title: Director

By: /s/ Nader Tannous
Name: Nader Tannous
Title: Managing Director

[Signature Page to Amendment]

DEUTSCHE BANK AG NEW YORK BRANCH, as a
Lender

By: /s/ Ming K. Chu
Name: Ming K. Chu
Title: Director

By: /s/ Marko Lukin
Name: Marko Lukin
Title: Vice President

[Signature Page to Amendment]

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Jonathan Dworkin

Name: Jonathan Dworkin

Title: Authorized Signatory

[Signature Page to Amendment]

HSBC Bank USA, National Association, as a Lender

By: /s/ Patrick Mueller

Name: Patrick Mueller

Title: Managing Director

[Signature Page to Amendment]

ING Bank N.V., Dublin Branch, as a Lender

By: /s/ Cormac Langford

Name: Cormac Langford

Title: Director

By: /s/ Sean Hassett

Name: Sean Hassett

Title: Director

[Signature Page to Amendment]

Mizuho Bank USA, as a Lender

By: /s/ Donna DeMagistris

Name: Donna DeMagistris

Title: Executive Director

[Signature Page to Amendment]

Morgan Stanley Bank, N.A., as a Lender

By: /s/ Michael King

Name: Michael King

Title: Authorized Signatory

[Signature Page to Amendment]

PNC Bank, National Association, as a Lender

By: /s/ Tracey Silverman

Name: Tracey Silverman

Title: Senior Vice President

[Signature Page to Amendment]

REGIONS BANK, as a Lender

By: /s/ Michael J. Veinbergs

Name: Michael J. Veinbergs

Title: Director

[Signature Page to Amendment]

Sumitomo Mitsui Banking Corporation, as a Lender

By: /s/ Minxiao Tian

Name: Minxiao Tian

Title: Director

[Signature Page to Amendment]

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Andrew C. Beckman

Name: Andrew C. Beckman

Title: Senior Vice President

[Signature Page to Amendment]

First Horizon Bank, as a Lender

By: /s/ Patrick D. Wredling

Name: Patrick D. Wredling

Title: Vice President

[Signature Page to Amendment]

KBC Bank N.V., as a Lender

By: /s/ Nicholas Fiore

Name: Nicholas Fiore

Title: Director

By: /s/ Francis X. Payne

Name: Francis X. Payne

Title: Managing Director

[Signature Page to Amendment]

STANDARD CHARTERED BANK, as a Lender

By: /s/ Kristopher Tracy

Name: Kristopher Tracy

Title: Director, Financing Solutions

[Signature Page to Amendment]

**STATE STREET BANK AND TRUST COMPANY,
as a Lender**

By: /s/ Kimberly Costa
Name: Kimberly Costa
Title: Vice President

Omitted Attachments

Exhibit B listed in Section 3(e) of this agreement has been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of this exhibit to the Securities and Exchange Commission or its staff upon request.

[Signature Page to Amendment]

Exhibit A

Amended Credit Agreement

[Attached]

\$2,000,000,000

SECOND AMENDED AND RESTATED FIVE-YEAR CREDIT AGREEMENT

Dated as of

March 16, 2021

Among

FEDEX CORPORATION,
as Borrower,

BANK OF AMERICA, N.A.,
as Syndication Agent,

CITIBANK, N.A.,
THE BANK OF NOVA SCOTIA,
WELLS FARGO BANK, NATIONAL ASSOCIATION
and
TRUIST BANK,
as Documentation Agents,

The Several Lenders Party Hereto,

And

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

JPMORGAN CHASE BANK, N.A., BOFA SECURITIES, INC., CITIBANK, N.A., THE
BANK OF NOVA SCOTIA, WELLS FARGO SECURITIES, LLC, and TRUIST
SECURITIES, INC.
as Joint Lead Arrangers and Joint Bookrunners

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EXHIBITS:

- Exhibit A – Form of Borrowing Request
- Exhibit B – Form of Interest Election Request
- Exhibit C – Form of Guarantee Agreement
- Exhibit D – Form of Opinion of Borrower's Counsel
- Exhibit E – Form of Assignment and Acceptance
- Exhibit F – Form of Exemption Certificate
- Exhibit G-1 – Form of Increased Facility Activation Notice
- Exhibit G-2 – Form of Increasing Lender Supplement
- Exhibit G-3 – Form of New Lender Supplement
- Exhibit H – Form of Compliance Certificate

SECOND AMENDED AND RESTATED FIVE-YEAR CREDIT AGREEMENT, dated as of March 16, 2021 (this “Agreement”), among FEDEX CORPORATION (the “Borrower”), the LENDERS party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, BANK OF AMERICA, N.A., as Syndication Agent, and CITIBANK, N.A., THE BANK OF NOVA SCOTIA, WELLS FARGO BANK, NATIONAL ASSOCIATION and TRUIST BANK, as Documentation Agents.

WHEREAS, the Borrower is party to the Amended and Restated Credit Agreement dated as of March 17, 2020 among the Borrower, various financial institutions and JPMorgan Chase Bank, N.A., as administrative agent (the “Original Revolving Credit Facility” and, as amended by the First Amendment, dated as of May 27, 2020 and as further amended, restated or otherwise modified from time to time prior to the Effective Date (as defined below), the “Existing Revolving Credit Facility”);

WHEREAS, the Borrower wishes to amend and restate the Existing Revolving Credit Facility to, among other things (i) extend the maturity of the Existing Revolving Credit Facility for an additional one-year period pursuant to Section 2.19 of the Existing Revolving Credit Facility, (ii) establish Commitments hereunder to replace the Existing Commitments in the manner set forth herein in an aggregate principal amount of \$2,000,000,000 and (iii) make certain other changes as more fully set forth herein; and

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities of the parties under the Existing Revolving Credit Facility and this Agreement amend and restate in its entirety the Existing Revolving Credit Facility and re-evidence the obligations and liabilities of the Loan Parties outstanding under the Existing Revolving Credit Facility on the Effective Date (as defined below) (the “Existing Obligations”) as contemplated hereby.

NOW, THEREFORE, the parties hereto agree to amend and restate the Existing Revolving Credit Facility as of the Effective Date (as defined below), and the Existing Revolving Credit Facility is hereby amended and restated in its entirety as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“364-Day Credit Agreement” means the 364-Day Credit Agreement, dated as of March 16, 2021, among the Borrower, the lenders from time to time parties thereto and JPMorgan Chase Bank, N.A., as administrative agent

“ABR”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate. All ABR Loans shall be denominated in Dollars.

“Adjusted Daily Simple RFR” means, (i) with respect to any RFR Borrowing denominated in Pounds Sterling, an interest rate per annum equal to (a) the Daily Simple RFR

for Pounds Sterling, plus (b) 0.0326% and (ii) with respect to any RFR Borrowing denominated in Dollars, an interest rate per annum equal to Adjusted Daily Simple SOFR; provided that if the Adjusted Daily Simple RFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Adjusted Daily Simple SOFR” means, with respect to any Daily Simple SOFR Borrowing, an interest rate per annum equal to (a) the Daily Simple SOFR, plus (b) 0.10%.

“Adjusted EURIBOR Rate” means, with respect to any Term Benchmark Borrowing denominated in Euros for any Interest Period, an interest rate per annum equal to (a) the EURIBOR Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate; provided that if the Adjusted EURIBOR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Adjusted LIBO Term SOFR Rate” means, with respect to any Eurodollar Term Benchmark Borrowing denominated in Dollars for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Term SOFR Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate, plus (b) 0.10%; provided that if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Administrative Agent” means JPMorgan Chase Bank, N.A., together with its Affiliates, as the administrative agent for the Lenders hereunder, together with any of its successors.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agents” means, collectively, the Syndication Agent, the Documentation Agents and the Administrative Agent.

“Aggregate Exposure” means, with respect to any Lender at any time, an amount equal to (a) until the Effective Date, the amount of such Lender’s Commitments at such time and (b) thereafter, such Lender’s Commitment then in effect or, if the Commitments have been terminated, the amount of such Lender’s Loans and L/C Exposure (and, in the case of Foreign Currency Loans and Foreign Currency Letters of Credit, the Dollar Equivalent of such Lender’s Foreign Currency Loans and L/C Exposure with respect to Foreign Currency Letters of Credit) then outstanding; provided that, in the case of Section 2.16, when a Defaulting Lender shall exist, any such Defaulting Lender’s Commitment shall be disregarded in the calculation.

“Aggregate Exposure Percentage” means, with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

“Agreed Currencies” means Dollars and each Alternative Currency.

“Agreement” means this Second Amended and Restated Five-Year Credit Agreement, as amended, supplemented or otherwise modified from time to time.

“Alternate Base Rate” means, for any day, a rate per annum (~~rounded, if necessary, to the next 1/16 of 1%~~) equal to the highest of (a) the Prime Rate in effect on such day, (b) the New York Fed Bank Rate in effect on such day plus ½ of 1% and (c) the Adjusted ~~L~~Bo~~T~~erm ~~S~~OFR Rate for ~~an a one month~~ Interest Period ~~of one (1) month's duration on as published two U.S. Government Securities Business Days prior to~~ such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; provided that ~~for the purpose of this definition,~~ the Adjusted ~~L~~Bo~~T~~erm ~~S~~OFR Rate for any day shall be based on the ~~L~~Bo~~T~~ Screen Rate (~~or if the L~~Bo~~T~~ Screen Rate is not available for such one month Interest Period, the Interpolated Rate) ~~Term SOFR Reference Rate~~ at approximately ~~11:00 5:00~~ a.m. ~~, London Chicago~~ time on such day (~~without any rounding or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology~~). Any change in the Alternate Base Rate due to a change in the Prime Rate, the New York Fed Bank Rate or the Adjusted ~~L~~Bo~~T~~erm ~~S~~OFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the New York Fed Bank Rate or the Adjusted ~~L~~Bo~~T~~erm ~~S~~OFR Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.11 (for the avoidance of doubt, only until ~~any amendment has become effective the Benchmark Replacement has been determined~~ pursuant to Section 2.11(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

“Alternative Currency” means Pounds Sterling and Euros.

“Anti-Corruption Laws” means the United States Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act 2010, as amended.

“Applicable Rate” means, for any day with respect to (a) any ~~Eurodollar~~Term ~~B~~enchmark Loan denominated in any currency, a rate per annum equal to the applicable rate per annum set forth in the Pricing Grid under the caption “Applicable Rate (~~Eurodollar~~Term ~~B~~enchmark Loan)” based upon the ratings by Moody’s and S&P, respectively, applicable on such date to the Index Debt, (b) ~~any RFR Loan denominated in any currency, a rate per annum equal to the applicable rate per annum set forth in the Pricing Grid under the caption “Applicable Rate (RFR Loan)” based upon the ratings by Moody’s and S&P, respectively, applicable on such date to the Index Debt, (c)~~ any ABR Loan, a rate per annum equal to the applicable rate per annum set forth in the Pricing Grid under the caption “Applicable Rate (ABR Loan)” based upon the ratings by Moody’s and S&P, respectively, applicable on such date to the Index Debt, or (~~e~~d) commitment fees payable hereunder, the applicable rate per annum set forth in the Pricing Grid under the caption “Commitment Fee Rate” based upon the ratings by Moody’s and S&P, respectively, applicable on such date to the Index Debt.

“Application” means an application, as required by the relevant Issuing Bank and using such Issuing Bank’s standard form, requesting such Issuing Bank to open a Letter of Credit.

“Assignee” has the meaning assigned to such term in Section 10.06(c).

“Assignment and Acceptance” means an assignment and acceptance entered into by a Lender and an Assignee (with the consent of any party whose consent is required by Section 10.06), and accepted by the Administrative Agent, in the form of Exhibit E.

“Assignor” has the meaning assigned to such term in Section 10.06(c).

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark for any Agreed Currency, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 2.11.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Benchmark” means, initially, with respect to any (i) RFR Loan in any Alternative Currency, the applicable Relevant Rate for such Alternative Currency or (ii) Term Benchmark Loan, the Relevant Rate for such Agreed Currency; provided that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant Rate or the then-current Benchmark for such Agreed Currency, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.11.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the

applicable Benchmark Replacement Date; provided that, in the case of any Loan denominated in an Alternative Currency, “Benchmark Replacement” shall mean the alternative set forth in (2) below:

(1) in the case of any Loan denominated in Dollars, the Adjusted Daily Simple SOFR;

“Benchmark Replacement” means (2) the sum of: (a) the alternate benchmark rate (which may be a SOFR-Based Rate) that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a benchmark rate of interest as a replacement to the LIBO Rate for multicurrency for the then-current Benchmark for syndicated credit facilities denominated in the applicable Agreed Currency at such time in the United States and (b) the related Benchmark Replacement Adjustment; provided that, if

If the Benchmark Replacement as so determined pursuant to clause (1) or (2) above would be less than zero the Floor, the Benchmark Replacement will be deemed to be zero the Floor for the purposes of this Agreement ; provided further that any such Benchmark Replacement shall be administratively feasible as determined by the Administrative Agent in its sole discretion and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate such Benchmark with the applicable Unadjusted Benchmark Replacement for multicurrency syndicated credit facilities denominated in the applicable Agreed Currency at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Revolving Loan denominated in Dollars, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “RFR Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest and other, timing of borrowing requests or prepayment, conversion or continuation notices, length of

lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to the LIBO Rate such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the applicable Screen Rate such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Screen Rate all Available Tenors of such Benchmark (or such component thereof), or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date of the public on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication of information referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to the LIBO Rate such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of the applicable Screen Rate such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Screen Rate all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Screen Rate any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the applicable Screen Rate such Benchmark (or the published component used in the calculation thereof), the U.S. Federal Reserve System Board, the New York Fed, the CME Term SOFR Administrator, the central bank for the Agreed Currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Screen Rate Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Screen Rate Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Screen Rate Benchmark (or such component thereof), in each case which states that the administrator of such Screen Rate Benchmark (or such component) has ceased or will cease to provide such Screen Rate all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Screen Rate; and/or any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the applicable Screen Rate such Benchmark (or the published component used in the calculation thereof) announcing that such Screen Rate is all Available Tenors of such Benchmark (or such component thereof) are no longer or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Start Date” means (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by the Administrative Agent or the Required Lenders, as applicable, by notice to the Borrower, the Administrative Agent (in the case of such notice by the Required Lenders) and the Lenders.

“Benchmark Unavailability Period” means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the LIBO Rate and solely to the extent that the LIBO Rate has not been replaced with a any Benchmark Replacement, the

period (if any) (x) beginning at the time that such a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the LIBO Rate such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.11 and (y) ending at the time that a Benchmark Replacement has replaced the LIBO Rate such then-current Benchmark for all purposes hereunder and under any Loan Document pursuant to Section 2.11.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code, or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan.”

“Benefitted Lender” has the meaning assigned to such term in Section 10.07(a).

“Board” means the Board of Governors of the Federal Reserve System of the United States of America.

“Borrower” means FedEx Corporation, a Delaware corporation.

“Borrowing” means Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Term Benchmark Loans, as to which a single Interest Period is in effect.

“Borrowing Request” means a request by the Borrower for a Borrowing in accordance with Section 2.03.

“Business Day” means, any day that is not (other than a Saturday or a Sunday or other day) on which commercial banks are open for business in New York City are authorized or required by law to remain closed or Chicago; provided that, (a) when used in connection with a Eurodollar Loan, the term “Business Day” shall also exclude any day in relation to Loans denominated in Sterling, any day (other than a Saturday or a Sunday) on which banks are not open for dealings in deposits in the relevant currency in the interbank eurocurrency market and (b) when used in connection with a Eurodollar business in London, (b) in relation to Loans denominated in Euros, the term “Business Day” shall also exclude any day on which (x) commercial banks in Brussels, Belgium are authorized or required by law to remain closed or (y) the TARGET2 payment system is not open for the settlement of payments in Euros and in relation to the calculation or computation of EURIBOR, any day which is a TARGET Day and (c) in relation to RFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such RFR Loan, or any other dealings in the applicable Agreed Currency of such RFR Loan, any such day that is only an RFR Business Day,

“Calculation Date” means the last Business Day of each calendar quarter; provided that (a) the second Business Day preceding the date of any borrowing or continuation of any Loans denominated in Euros or Pounds Sterling, (b) the date any borrowing or

~~continuation of any Loans denominated in Dollars and (c) the date of issuance, amendment, renewal or extension of a Letter of Credit shall, in each case, also be a Calculation Date.~~

“CBR Loan” means a Loan that bears interest at a rate determined by reference to the Central Bank Rate.

“CBR Spread” means the Applicable Rate, applicable to such Loan that is replaced by a CBR Loan.

“Central Bank Rate” means, the greater of (A) the sum of (i) for any Loan denominated in (a) Pounds Sterling, the Bank of England (or any successor thereto)’s “Bank Rate” as published by the Bank of England (or any successor thereto) from time to time, (b) Euro, one of the following three rates as may be selected by the Administrative Agent in its reasonable discretion: (1) the fixed rate for the main refinancing operations of the European Central Bank (or any successor thereto), or, if that rate is not published, the minimum bid rate for the main refinancing operations of the European Central Bank (or any successor thereto), each as published by the European Central Bank (or any successor thereto) from time to time, (2) the rate for the marginal lending facility of the European Central Bank (or any successor thereto), as published by the European Central Bank (or any successor thereto) from time to time or (3) the rate for the deposit facility of the central banking system of the Participating Member States, as published by the European Central Bank (or any successor thereto) from time to time and (c) any other Alternative Currency determined after the Effective Date, a central bank rate as determined by the Administrative Agent in its reasonable discretion and (ii) the applicable Central Bank Rate Adjustment; and (B) the Floor.

“Central Bank Rate Adjustment” means, for any day, for any Loan denominated in (a) Euro, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of the Adjusted EURIBOR Rate for the five most recent Business Days preceding such day for which the EURIBOR Screen Rate was available (excluding, from such averaging, the highest and the lowest Adjusted EURIBOR Rate applicable during such period of five Business Days) minus (ii) the Central Bank Rate in respect of Euro in effect on the last Business Day in such period, (b) Pounds Sterling, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of Adjusted Daily Simple RFR for Pounds Sterling Borrowings for the five most recent RFR Business Days preceding such day for which SONIA was available (excluding, from such averaging, the highest and the lowest such Adjusted Daily Simple RFR applicable during such period of five RFR Business Days) minus (ii) the Central Bank Rate in respect of Pounds Sterling in effect on the last RFR Business Day in such period and (c) any other Alternative Currency determined after the Effective Date, a Central Bank Rate Adjustment as determined by the Administrative Agent in its reasonable discretion. For purposes of this definition, (x) the term Central Bank Rate shall be determined disregarding clause (B) of the definition of such term and (y) the EURIBOR Rate on any day shall be based on the EURIBOR Screen Rate on such day at approximately the time referred to in the definition of such term for deposits in the applicable Agreed Currency for a maturity of one month.

“Change in Law” means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or

(c) compliance by any Lender (or, for purposes of Section 2.12(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement. Notwithstanding anything herein to the contrary (solely for the purposes of Sections 2.12(a), 2.12(b) and Section 2.12(g)), (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

"Change of Control" means any of the following: (a) any "person" (as such term is used in Sections 13(d) and 14 of the Securities Exchange Act of 1934, as amended), other than (1) the Borrower, (2) any Subsidiary, (3) any employee benefit plan (or a trust forming a part thereof) maintained by the Borrower or any Subsidiary, or (4) any underwriter temporarily holding securities of the Borrower pursuant to an offering of such securities becoming the "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of securities of the Borrower representing 30% or more of the Borrower's then outstanding Voting Stock; or (b) directors who, as of the date of this Agreement, constitute the Board of Directors of the Borrower (the "Incumbent Board") ceasing to constitute at least a majority of the Board of Directors of the Borrower (or, in the event of any merger, consolidation or reorganization the principal purpose of which is to change the Borrower's state of incorporation, form a holding company or effect a similar reorganization as to form, the board of directors of such surviving company or its ultimate parent company), provided, however, that any individual becoming a member of the Board of Directors of the Borrower subsequent to the date of this Agreement whose election, or nomination for election by the Borrower's stockholders, was approved by a vote of a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board.

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commitment" means, with respect to any Lender, the obligation of such Lender, if any, to make Loans and participate in Letters of Credit hereunder, in an amount not to exceed the amount set forth under the heading "Commitment" opposite such Lender's name on Schedule 2.01(a) (as may be increased pursuant to Section 2.18) or in the Assignment and Acceptance pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The aggregate original amount of the Commitments on the Effective Date is \$2,000,000,000.

“Compounded SOFR” means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which may include compounding in arrears with a lookback and/or suspension period as a mechanism to determine the interest amount payable prior to the end of each Interest Period) being established by the Administrative Agent in accordance with:

- (1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; provided that:
- (2) if, and to the extent that, the Administrative Agent determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that the Administrative Agent, in consultation with the Borrower, determines in its reasonable discretion are substantially consistent with any evolving or then-prevailing market convention for determining compounded SOFR for multicurrency syndicated credit facilities at such time;

provided , further , that if the Administrative Agent decides that any such rate, methodology or convention determined in accordance with clause (1) or clause (2) is not administratively feasible for the Administrative Agent, then Compounded SOFR will be deemed unable to be determined for purposes of the definition of “Benchmark Replacement .”

“Conduit Lender” means any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.12, 2.13, 2.14, 2.15 or 10.05 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender, or (b) be deemed to have any Commitment.

“Consolidated Adjusted Total Assets” means, at any date as of which the amount thereof is to be determined, (a) the aggregate amount set forth as the assets of the Borrower and the consolidated Subsidiaries on a consolidated balance sheet of the Borrower and the consolidated Subsidiaries prepared as of such date in accordance with GAAP, minus (b) the aggregate book value as of such date of determination of all assets of the Borrower or any consolidated Subsidiary subject on such date of determination to a Lien permitted by Section 7.01(j).

“Consolidated EBITDA” means, for any period, Consolidated Operating Income for such period plus, without duplication and to the extent reducing such Consolidated Operating Income for such period, the sum of (a) depreciation and amortization expense, (b) amortization of intangibles (including, but not limited to, goodwill), (c) all non-cash pension expenses and losses, including, but not limited to, pension service costs, and (d) non-cash asset impairment charges related to long-lived assets (including intangible asset impairment charges), and minus, without duplication, to the extent included in such Consolidated Operating Income for such period, non-cash periodic mark-to-market credits related to pension gains, all as determined on a consolidated basis.

“Consolidated Operating Income” means, for any period, the consolidated operating income (or loss) of the Borrower and its Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded the income (or deficit) of any Person (other than a Subsidiary of the Borrower) in which the Borrower or any of its Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the Borrower or such Subsidiary in the form of dividends or similar distributions.

“Consolidated Total Debt” means, as of any date with respect to the Borrower and its Subsidiaries, all liabilities of the Borrower and its Subsidiaries outstanding on such date which would in accordance with GAAP be classified as short-term or long-term debt (including the current portion of long-term debt) of the Borrower and its Subsidiaries (including, without limitation, finance lease obligations) on a consolidated balance sheet of the Borrower and its Subsidiaries as of such date.

“Contingent Obligation” of a Person means any agreement, undertaking or arrangement by which such Person assumes, guarantees, endorses (other than endorsements for collection or deposit in the ordinary course of business), contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the payment obligation or liability of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person against loss, including, without limitation, any comfort letter or take-or-pay contract.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **“Controlling”** and **“Controlled”** have meanings correlative thereto.

“Corresponding Tenor” with respect to ~~a Benchmark Replacement means any Available Tenor means, as applicable, either~~ a tenor (including overnight) ~~or an interest payment period~~ having approximately the same length (disregarding business day adjustment) as ~~the applicable tenor for the applicable Interest Period with respect to the LIBO Rate~~ such Available Tenor.

“Credit Exposure” means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender’s Loans and L/C Exposure (and, in the case of Foreign Currency Loans and Foreign Currency Letters of Credit, the Dollar Equivalent of such Lender’s Foreign Currency Loans and L/C Exposure with respect to Foreign Currency Letters of Credit) at such time.

“Current Maturities” means, as of any date with respect to the Long Term Debt of any Person, any portion of such Long Term Debt that would in accordance with GAAP be classified as a current liability of such Person.

“Daily Simple RFR” means, for any day (an “RFR Interest Day”), an interest rate per annum equal to, for any RFR Loan denominated in (i) Pounds Sterling, SONIA for the day that is five (5) RFR Business Days prior to (A) if such RFR Interest Day is an RFR Business Day, such RFR Interest Day or (B) if such RFR Interest Day is not an RFR Business Day, the RFR Business Day immediately preceding such RFR Interest Day and (ii) Dollars, Daily Simple SOFR.

“Daily Simple SOFR” means, for any day (a “SOFR Rate Day”), a rate per annum equal to SOFR for the day that is five (5) RFR Business Days prior to (i) if such SOFR Rate Day is an RFR Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not an RFR Business Day, the RFR Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender that has (a) failed to within three (3) Business Days of the date required hereunder (i) fund any portion of its Loans or (ii) fund any portion of its participations in Letters of Credit, unless, in the case of clause (i) above, such Lender, acting in good faith, notifies the Administrative Agent and the Borrower in writing within three (3) Business Days of the date such Lender was required to fund such portion of its Loans that such failure to fund is the result of such Lender’s reasonable determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) notified the Borrower or the Administrative Agent in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement (unless such writing or public statement (i) relates to such Lender’s obligation to fund a Loan hereunder, (ii) states, in good faith, that such position is based on such Lender’s reasonable determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied and (iii) is issued within three (3) Business Days of the date such Lender was required to fund a portion of its Loans hereunder) or generally under similar agreements in which it has committed to extend credit, (c) failed, within three (3) Business Days after written request by the Administrative Agent (whether acting on its own behalf or at the reasonable request of the Borrower (it being understood that the Administrative Agent shall comply with any such reasonable request)), to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit; provided that any such Lender shall cease to be a Defaulting Lender under this clause (c) upon receipt of such confirmation by the Administrative Agent, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute, (e) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has a parent company that has become other

than via an Undisclosed Administration the subject of a bankruptcy or insolvency proceeding or a Bail-In Action, or has had a receiver, conservator, trustee or custodian appointed for it, or (f) has become the subject of a Bail-In Action. No Lender shall be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in such Lender or a parent company thereof by a Governmental Authority or an instrumentality thereof so long as such ownership does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority or instrumentality thereof) to reject, repudiate, disavow or disaffirm any contracts or agreements with or of such Lender.

“Disclosed Matters” means the actions, suits and proceedings and the environmental matters disclosed in (i) the Borrower’s most recent annual report on Form 10-K or most recent quarterly report on Form 10-Q filed, in each case, prior to the date of this Agreement and only as and to the extent disclosed therein (but excluding any risk factor disclosures contained under the heading “Risk Factors,” any disclosure of risks included in any “forward-looking statements” disclaimer or any other statements that are similarly predictive or forward-looking in nature) or (ii) as otherwise disclosed in **Schedule 4.06**.

“Dividing Person” has the meaning assigned to it in the definition of **“Division”**.

“Division” means the division of the assets, liabilities and/or obligations of a Person (the **“Dividing Person”**) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

“Division Successor” means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

“Dollar Equivalent” means at any time as to any amount denominated in Euro or Pounds Sterling, the equivalent amount in Dollars as determined by the Administrative Agent at such time on the basis of the Exchange Rate for the purchase of Dollars with such Euro or Pounds Sterling, as applicable, on the most recent Calculation Date for such currency.

“Dollar Equivalent” means, for any amount, at the time of determination thereof, (a) if such amount is expressed in dollars, such amount, (b) if such amount is expressed in an Alternative Currency, the equivalent of such amount in dollars determined by using the rate of exchange for the purchase of dollars with the Alternative Currency last provided (either by publication or otherwise provided to the Administrative Agent) by Reuters on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of dollars with the Alternative Currency, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in dollars as determined by the Administrative

Agent using any method of determination it deems appropriate in its sole discretion) and (c) if such amount is denominated in any other currency, the equivalent of such amount in dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion.

“Dollar Revolving Loans” has the meaning assigned to such term in Section 2.01.

“Dollars” or “\$” refers to lawful money of the United States of America.

“Early Opt-in Election” means the occurrence of:

(1) (i) a determination by the Administrative Agent or the Borrower or (ii) a notification by the Required Lenders to the Administrative Agent (with a copy to the Borrower) that the Required Lenders have determined that multicurrency syndicated credit facilities being executed at such time, or that include language similar to that contained in Section 2.11 are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the LIBO Rate; and

(2) (i) the election by the Administrative Agent or the Borrower or (ii) the election by the Required Lenders to declare that an Early Opt-in Election has occurred and the provision, as applicable, by the Administrative Agent of written notice of such election to the Administrative Agent, the Borrower and the Lenders or by the Required Lenders of written notice of such election to the Administrative Agent and the Borrower.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means the date on which the conditions specified in Section 5.01 are satisfied (or waived in accordance with Section 10.01).

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority that are in each case relating to pollution or the protection of the environment, the preservation or reclamation of natural resources, the management, storage or release of any Hazardous Material, or to health and safety matters as they relate to Hazardous Materials or natural resources.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of

the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) the violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any consent order or consent agreement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means (i) any entity (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Sections 414(b) or (c) of the Code or, solely for purposes of Sections 302 and 303 of ERISA and Sections 412 and 430 of the Code, is treated as a single employer under Sections 414(m) or (o) of the Code and (ii) any entity (whether or not incorporated) that, together with the Borrower, is under common control within the meaning of Section 4001(a)(14) of ERISA.

“ERISA Event” means (a) a Reportable Event with respect to a Plan; (b) the failure to meet the minimum funding standard of Sections 412 or 430 of the Code or Sections 302 or 303 of ERISA with respect to any Single Employer Plan (whether or not waived in accordance with Section 412(c) of the Code) or the failure to make by its due date a required installment under Section 430(j) of the Code or Section 303(j) of ERISA with respect to any Single Employer Plan or the failure to make any required contribution to a Multiemployer Plan; (c) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA, other than for PBGC premiums; (d) a determination that any Plan is, or is expected to be, in “at risk” status (within the meaning of Section 430 of the Code or Title IV of ERISA); (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan or the commencement of proceedings by the PBGC to terminate a Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is insolvent (within the meaning of Section 4245 of ERISA), in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA).

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“EURIBOR Screen Rate” has the meaning assigned to such term in the definition of “LIBO Rate”.

“EURIBOR Rate” means, with respect to any Term Benchmark Borrowing denominated in Euros and for any Interest Period, the EURIBOR Screen Rate, two TARGET Days prior to the commencement of such Interest Period.

“EURIBOR Screen Rate” means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters as published at approximately 11:00 a.m. Brussels time two TARGET Days prior to the commencement of such Interest Period. If such page or service ceases to be available, the Administrative Agent may specify another page or service displaying the relevant rate after consultation with the Borrower.

“Euro” and “€” mean the single currency of Participating Member States introduced in accordance with the provisions of Article 109(1)4 of the Treaty and, in respect of all payments to be made under this Agreement in Euro, means immediately available, freely transferable funds.

“Euro Revolving Loans” has the meaning assigned to such term in Section 2.01.

“Eurodollar” means when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

“Eurodollar Tranche” means the collective reference to Eurodollar Loans denominated in the same currency the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

“Event of Default” has the meaning assigned to such term in Article VIII.

“Exchange Rate” means on any day, with respect to any currency, the rate at which such currency may be exchanged into any other currency, as set forth at approximately 11:00 a.m., London time, on such date on the Reuters World Currency Page for such currency. In the event that such rate does not appear on any Reuters World Currency Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be selected by the Administrative Agent, or, in the event no such service is selected, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 10:00 a.m., Local Time, on such date for the purchase of the relevant currency for delivery two Business Days later; provided that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent, after consultation with the Borrower, may use any reasonable method it deems appropriate to determine such rate, and such determination shall be presumed correct absent manifest error.

“Excluded Taxes” shall mean (i) net income taxes and franchise taxes (imposed on or measured by net income) imposed on the Administrative Agent or any Lender as a result of a present or former connection between the Administrative Agent or such Lender and the

jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document), (ii) Taxes that are attributable to a Lender's failure to comply with the requirements of Section 2.14(f), (iii) in the case of a Lender, United States federal withholding taxes resulting from any Requirement of Law in effect on the date such Lender becomes a party to this Agreement (other than pursuant to an assignment request by the Borrower under Section 2.17(b)), except to the extent that such Lender's assignor (if any) was entitled, at the time of assignment, to receive additional amounts with respect to such Taxes pursuant to Section 2.14 or (iv) any U.S. federal withholding Taxes imposed under FATCA.

“Existing Commitment” means each “Commitment” outstanding under the Existing Revolving Credit Facility immediately prior to this Agreement becoming effective on the Effective Date.

“Existing Lender” means each Lender under the Existing Revolving Credit Facility immediately prior to this Agreement becoming effective on the Effective Date.

“Existing Letters of Credit” means the letters of credit set forth in **Schedule 3.01**.

“Existing Loan Documents” means the “Loan Documents” as defined in the Existing Revolving Credit Facility.

“Existing Loans” means the “Loans” outstanding under the Existing Revolving Credit Facility immediately prior to this Agreement becoming effective on the Effective Date.

“Existing Obligations” has the meaning assigned to such term in the Preamble.

“Existing Required Lenders” means the “Required Lenders” under and as defined in the Existing Revolving Credit Facility.

“Existing Revolving Credit Facility” means the Amended and Restated Five-Year Credit Agreement, dated as of March 17, 2020 among the Borrower, various financial institutions and JPMorgan Chase Bank, N.A., as administrative agent (as amended by the First Amendment, dated as of May 27, 2020 and as further amended, restated or otherwise modified from time to time prior to the Effective Date).

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement, and any regulations or official interpretations thereof.

“Federal Aviation Act” means the Federal Aviation Act of 1958, as amended from time to time.

“Federal Funds Effective Rate” means, for any day, an interest rate per annum equal to the rate calculated by the New York Fed based on such day's federal funds transactions by depository institutions (as determined in such manner as the New York Fed shall set forth on the Federal Reserve Bank of New York's Website from time to time) and published on the next

succeeding Business Day by the New York Fed as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Federal Reserve Bank of New York’s Website” means the website of the New York Fed at <http://www.newyorkfed.org>, or any successor source.

“Fee Payment Date” means (a) the last day of March, June, September and December of each year and (b) the date on which the Commitments terminate.

“Financial Officer” means the chief financial officer, principal accounting officer, treasurer, staff vice president and assistant treasurer or controller of the Borrower.

“First Amendment” means the First Amendment to this Agreement dated as of March 15, 2022.

“First Amendment Effective Date” has the meaning set forth in Section 3 of the First Amendment.

“Flight Equipment” means, individually and collectively, aircraft, aircraft engines, appliances and spare parts, all as defined in the Federal Aviation Act, and related parts.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate, Adjusted EURIBOR Rate, each Adjusted Daily Simple RFR or the Central Bank Rate, as applicable. For the avoidance of doubt the initial Floor for each of Adjusted Term SOFR Rate, Adjusted EURIBOR Rate, each Adjusted Daily Simple RFR or the Central Bank Rate shall be zero.

“Foreign Currency Letter of Credit” means a Letter of Credit denominated in Euros or Pounds Sterling.

“Foreign Currency Loans” has the meaning assigned to such term in Section 2.01.

“Foreign Subsidiary” means any Subsidiary of the Borrower that is organized and existing under the laws of any jurisdiction outside of the United States of America or that is a Foreign Subsidiary Holding Company.

“Foreign Subsidiary Holding Company” means any Subsidiary of the Borrower or its domestic Subsidiaries that has no material assets other than (a) securities of one (1) or more Foreign Subsidiaries, and other assets relating to an ownership interest in any such securities or Subsidiaries, (b) intercompany accounts or loans receivables with Borrower or another Subsidiary of Borrower, and (c) goodwill.

“GAAP” means generally accepted principles of accounting as in effect from time to time in the United States of America. In the event that any “Accounting Change” (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then upon delivery of notice of such

Accounting Change from either the Borrower or the Administrative Agent, each of the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as notice of such Accounting Change has been delivered pursuant to the preceding sentence and an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantee Agreement" means, collectively, the Amended and Restated Guarantee Agreement, substantially in the form of Exhibit C attached hereto, to be executed by certain Subsidiaries in accordance with the terms of this Agreement.

"Guarantor" means each Subsidiary that is a party to the Guarantee Agreement.

"Hazardous Materials" means (a) petroleum and petroleum products, byproducts or breakdown products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls and radon gas, and (b) any other chemicals, materials or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant (or terms of similar meaning), under any Requirement of Law.

"Hedge Agreement" means any interest rate swap, exchange or cap agreement.

~~"Impacted Interest Period" has the meaning assigned to such term in the definition of "LIBO Rate".~~

"Increased Facility Activation Notice" means a notice substantially in the form of Exhibit G-1.

"Increased Facility Closing Date" means any Business Day designated as such in an Increased Facility Activation Notice.

"Indebtedness" of a Person means, without duplication, (i) obligations of such Person for borrowed money, (ii) obligations of such Person representing the deferred purchase price of Property or services (other than accounts payable arising in the ordinary course of such Person's business payable), (iii) Indebtedness of others, whether or not assumed, secured by Liens on any Property now or hereafter owned or acquired by such Person, (iv) obligations of such Person which are evidenced by notes, bonds, debentures, or other similar instruments,

(v) net liabilities of such Person under Hedge Agreements, (vi) Contingent Obligations of such Person, and (vii) obligations of such Person created through asset securitization financing programs.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

“Index Debt” means senior, unsecured, non-credit enhanced long-term debt issued by the Borrower.

“Individual L/C Sublimit” has the meaning assigned to such term in the definition of “L/C Sublimit”.

“Interest Election Request” means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.05.

“Interest Payment Date” means (a) with respect to any ABR Loan, the last day of each March, June, September and December ~~and~~, (b) with respect to any Eurodollar RFR Loan, (1) each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month) and (2) the Maturity Date and (c) with respect to any Term Benchmark Loan, the last day of ~~the~~ each Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Term Benchmark Borrowing with an Interest Period of more than three ~~(3)~~ months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three ~~(3)~~ months’ duration after the first day of such Interest Period and the Maturity Date.

“Interest Period” means with respect to any Eurodollar Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one (1), three (3) or six (6) months thereafter (in each case, subject to the availability for the Benchmark applicable to the relevant Loan or Commitment for any Agreed Currency), as the Borrower may elect; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day ~~and~~; (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no tenor that has been removed from this definition pursuant to Section 2.11(e) shall be available for specification in such Borrowing Request or Interest Election Request. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Interpolated Rate” means at any time and with respect to any currency, the rate per annum (rounded to the same number of decimal places as the Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the applicable Screen Rate (for the longest period for which the applicable Screen Rate is available for the applicable currency) that is shorter than the Impacted Interest Period and (b) the applicable Screen Rate (for the shortest period for which the applicable Screen Rate is available for the applicable currency) that exceeds the Impacted Interest Period, in each case, at such time.

“IRS” means the Internal Revenue Service.

“Issuing Bank” means each of JPMorgan Chase Bank, N.A., Bank of America, N.A., The Bank of Nova Scotia, Citibank, N.A., Wells Fargo Bank, National Association and any other Lender approved by the Administrative Agent and the Borrower that has agreed in its sole discretion to act as an “Issuing Bank” hereunder, or any of their respective affiliates, in each case in its capacity as issuer of any Letter of Credit. Each reference herein to “the Issuing Bank” shall be deemed to be a reference to the relevant Issuing Bank.

“Judgment Currency” has the meaning assigned to such term in Section 10.20(a).

“Judgment Currency Conversion Date” has the meaning assigned to such term in Section 10.20(a).

“L/C Exposure” means, at any time, the total L/C Obligations. The L/C Exposure of any Lender at any time shall be an amount equal to its Aggregate Exposure Percentage of the total L/C Exposure at such time; provided that in the case of Section 2.16 when a Defaulting Lender shall exist, the L/C Exposure of any Lender shall be adjusted to give effect to any reallocation effected pursuant to Section 2.16.

“L/C Obligations” means at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to Section 3.05.

“L/C Participants” means the collective reference to all the Lenders other than the Issuing Banks.

“L/C Sublimit” means an amount equal to the lesser of (a) \$250,000,000 and (b) the remaining outstanding Commitments; provided that, with respect to each Person acting as an Issuing Bank as of the Effective Date, there shall be an individual L/C Sublimit (the “Individual L/C Sublimit”) in an amount not to exceed the amount set forth under the heading “L/C Sublimit” opposite such Issuing Bank’s name on Schedule 2.01(b). The L/C Sublimit is part of, and not in addition to, the Commitments and each Issuing Bank’s Individual L/C Sublimit is part of, and not in addition to such Issuing Bank’s (or its Affiliate’s) Commitments.

“Lender Affiliate” means (a) any Affiliate of any Lender, (b) any Person that is administered or managed by any Lender or any Affiliate of any Lender and that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business, or (c) with respect to any Lender which is a fund that invests in commercial loans and similar extensions of credit, any other fund that invests in commercial loans and similar extensions of credit and is managed or advised by the same investment advisor as such Lender or by an Affiliate of such Lender or investment advisor.

“Lenders” means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance. Unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

“Letters of Credit” has the meaning assigned to such term in Section 3.01(a).

“Liabilities” means any liabilities, losses, claims (including intraparty claims), demands, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind.

“LIBO Rate” means, for any date and time, (a) with respect to any Eurodollar Borrowing (other than a Eurodollar Borrowing denominated in Euros) for any Interest Period, a rate per annum equal to the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for the applicable currency for a period equal in length to such Interest Period as displayed on such day and time on pages LIBOR01 or LIBOR02 of the Reuters Screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion ; in each case, the “LIBO Screen Rate”) and (b) with respect to any such Eurodollar Borrowing denominated in Euros, the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters as of 11:00 a.m. Brussels time two Business Days prior to the commencement of such Interest Period (or, in the event such rate does not appear on such Reuters page, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the “EURIBOR Screen Rate”), provided that if the applicable Screen Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; provided further, that if the Screen Rate shall not be available at such time for such Interest Period (an “Impacted Interest Period”) with respect to the relevant currency, then the LIBO Rate shall be the Interpolated Rate at such time (provided that if the Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement).

“LIBO Screen Rate” has the meaning assigned to such term in the definition of “LIBO Rate”.

“Lien” means any lien (statutory or other), mortgage, pledge, hypothecation, encumbrance or other security interest of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, capital lease or other title retention agreement).

“LLC” means any Person that is a limited liability company under the laws of its jurisdiction of formation.

“Loan Documents” means this Agreement, the First Amendment, the Guarantee Agreement and the Notes, if any.

“Loan Parties” means the collective reference to the Borrower and each Guarantor.

“Loans” means the Dollar Revolving Loans, Euro Revolving Loans and Sterling Revolving Loans made by the Lenders to the Borrower pursuant to this Agreement.

“Local Time” means (a) with respect to a Loan or Letter of Credit denominated in Dollars, New York City time and (b) with respect to a Loan or Letter of Credit denominated in Euros or Pounds Sterling, London time.

“Long Term Debt” means, as of any date with respect to any Person, all liabilities of such Person outstanding on such date which would in accordance with GAAP be classified as long term debt of such Person (including, without limitation, finance lease obligations of such Person).

“Margin Stock” has the meaning assigned to such term in Regulation U.

“Material Adverse Effect” means a material adverse effect on (i) the business, Property, financial condition or results of operations of the Borrower and its consolidated Subsidiaries taken as a whole, (ii) the ability of the Borrower to perform its obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents to which Borrower or any of the Significant Subsidiaries is a party or the rights or remedies of the Administrative Agent or the Lenders thereunder.

“Material Indebtedness” means Indebtedness (other than the Loans or other Obligations) of any one (1) or more of the Borrower and its consolidated Subsidiaries in an aggregate principal amount exceeding \$200,000,000 (or the equivalent thereof in any other currency).

“Maturity Date” means March 17, 2026, or if such date is not a Business Day, the next succeeding Business Day.

“Moody’s” means Moody’s Investors Service, Inc., or, if Moody’s shall cease rating Index Debt of the Borrower and its ratings business with respect to Index Debt of the Borrower shall have been transferred to a successor Person, such successor Person; provided, however, that if Moody’s ceases rating securities similar to Index Debt of the Borrower and its ratings business with respect to such securities shall not have been transferred to any successor

Person, then “Moody’s” shall mean any other nationally recognized rating agency (other than S&P) selected by the Borrower and reasonably satisfactory to the Administrative Agent that rates any Indebtedness of the Borrower.

“Multiemployer Plan” means a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“New Lenders” has the meaning assigned to such term in Section 2.18(b).

“New York Fed” means the Federal Reserve Bank of New York.

“New York Fed Bank Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “New York Fed Bank Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Non-U.S. Lender” has the meaning assigned to such term in Section 2.14(f).

“Notes” means any promissory notes executed by the Borrower in favor of a Lender Party hereto pursuant to Section 2.07(e).

“Obligations” means the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans, the Reimbursement Obligations and all other obligations and liabilities of the Borrower to the Administrative Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, the Letters of Credit or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs or expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrower pursuant hereto).

“Other Taxes” means any and all present or future stamp, court or documentary, intangible, recording, filing or similar taxes arising from any payment made hereunder or from the execution, delivery, performance, registration or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight ~~Eurodollar borrowings~~ transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the New York Fed as set forth on its public website from time to time) and

published on the next succeeding Business Day by the New York Fed as an overnight bank funding rate (from and after such date as the New York Fed shall commence to publish such composite rate).

“Overnight Rate” means, for any day, (a) with respect to any amount denominated in Dollars, the New York Fed Bank Rate and (b) with respect to any amount denominated in an Alternative Currency, an overnight rate determined by the Administrative Agent or the Issuing Banks, as the case may be, in accordance with banking industry rules on interbank compensation.

“Owner’s Equity” means, as of any date, the amount set forth as “total common stockholders’ investment” on a consolidated balance sheet of the Borrower and its consolidated Subsidiaries prepared as of such date in accordance with GAAP.

“Participant” has the meaning assigned to such term in Section 10.06(b).

“Participant Register” has the meaning assigned to such term in Section 10.06(b).

“Participating Member State” means each state so described in any EMU legislation.

“Patriot Act” means the USA Patriot Act, Title III of Pub. L. 107-56, signed into law on October 26, 2001.

“Payment” has the meaning assigned to it in Section 9.06(b).

“Payment Notice” has the meaning assigned to it in Section 9.06(b).

“PBGC” means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means at a particular time, any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Single Employer Plan), maintained for employees of the Borrower or any ERISA Affiliate or any such Plan to which Borrower or any ERISA Affiliate is required to contribute on behalf of any of its employees.

“Pounds Sterling” or “£” mean the lawful currency of the United Kingdom of Great Britain and Northern Ireland.

“Pricing Grid” means as follows:

Level	Index Debt Ratings	Applicable Rate (Term Benchmark Loan)	Applicable Rate (Eurodollar RFR Loan)	Applicable Rate (ABR Loan)	Commitment Fee Rate
Level 1	≥ A- from S&P or ≥ A3 from Moody's	<u>0.875%</u>	0.875%	0.00%	0.09%
Level 2	BBB+ from S&P or Baal from Moody's	<u>1.00%</u>	1.00%	0.00%	0.10%
Level 3	BBB from S&P or Baa2 from Moody's	<u>1.25%</u>	1.25%	0.25%	0.125%
Level 4	BBB- from S&P or Baa3 from Moody's	<u>1.375%</u>	1.375%	0.375%	0.175%
Level 5	< BBB- from S&P and < Baa3 from Moody's	<u>1.625%</u>	1.625%	0.625%	0.225%

For purposes of the foregoing, (i) if the ratings established or deemed to have been established by Moody's and S&P for the Index Debt shall be changed (other than as a result of a change in the rating system of Moody's or S&P), such change shall be effective as of the date on which it is first announced by the applicable rating agency; (ii) if the ratings established or deemed to have been established by Moody's and S&P for the Index Debt shall fall within different Levels, the Applicable Rate shall be based on the higher of the two (2) ratings unless one (1) of the two (2) ratings is two (2) or more Levels lower than the other, in which case the Applicable Rate shall be determined by reference to the Level next below that of the higher of the two (2) ratings; and (iii) if either Moody's or S&P shall not have in effect a rating for the Index Debt (other than by reason of the circumstances referred to in the last sentence of this definition), then such rating agency shall be deemed to have established a rating in Level 5. Each change in the Applicable Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's or S&P shall change, the Borrower and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined by reference to the rating most recently in effect prior to such change.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the **Federal Reserve** Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the **Federal Reserve** Board (as determined by the Administrative Agent); each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Property” of a Person means any and all property of such Person, whether real, personal, tangible, intangible, or mixed, and other assets owned or leased by such Person, including cash, securities, accounts, and contract rights.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Reference Time” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two Business Days preceding the date of such setting, (2) if such Benchmark is EURIBOR Rate, 11:00 a.m. Brussels time two TARGET Days preceding the date of such setting, (3) if the RFR for such Benchmark is SONIA, then four Business Days prior to such setting or (4) if such Benchmark is none of the Term SOFR Rate, the EURIBOR Rate or SONIA, the time determined by the Administrative Agent in its reasonable discretion.

“Register” has the meaning assigned to such term in Section 10.06(d).

“Regulation U” means Regulation U of the Board as from time to time in effect and any successor or other regulation or official interpretation of the Board relating to the extension of credit by banks and/or nonbank lenders other than brokers or dealers that is (i) for the purpose of purchasing or carrying Margin Stock or (ii) secured by Margin Stock, and that is applicable to member banks of the Federal Reserve System and/or nonbank lenders other than brokers or dealers.

“Regulation X” means Regulation X of the Board as from time to time in effect.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“Reimbursement Obligation” means the obligation of the Borrower to reimburse the Issuing Banks pursuant to Section 3.05 for amounts drawn under Letters of Credit.

“Relevant Governmental Body” means (i) with respect to a Benchmark Replacement in respect of Loans denominated in ~~d~~Dollars, the ~~Federal Reserve~~ Board and/or the New York Fed, or a committee officially endorsed or convened by the ~~Federal Reserve~~ Board and/or the New York Fed or, in each case, any successor thereto, (ii) with respect to a Benchmark Replacement in respect of Loans denominated in Pounds Sterling, the Bank of England, or a committee officially endorsed or convened by the Bank of England or, in each case, any successor thereto, (iii) with respect to a Benchmark Replacement in respect of Loans denominated in Euros, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto.

“Relevant Rate” means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Adjusted Term SOFR Rate, (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the Adjusted EURIBOR Rate or (iii) with respect to any Borrowing denominated in Pounds Sterling or Dollars, the applicable Adjusted Daily Simple RFR, as applicable.

“Relevant Screen Rate” means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Term SOFR Reference Rate or (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the EURIBOR Screen Rate.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than those events for which the thirty (30) day notice period has been waived under the applicable regulations.

“Required Lenders” means, at any time, Lenders having Credit Exposures and unused Commitments representing more than fifty percent (50%) of the sum of the total Credit Exposures and unused Commitments at such time.

“Requirement of Law” means, as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

“Reset Date” has the meaning assigned to such term in Section 1.05(c).

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Restricted Margin Stock” means Margin Stock owned by the Borrower or any Subsidiary which represents not more than twenty-five percent (25%) of the aggregate value (determined in accordance with Regulation U), on a consolidated basis, of the Property and assets of the Borrower and the Subsidiaries (other than Margin Stock) that is subject to the provisions of Article VII (including Section 7.01).

“Revaluation Date” shall mean (a) with respect to any Loan denominated in any Alternative Currency, each of the following, (i) the date of the Borrowing of such Loan and (ii) (A) with respect to any Term Benchmark Loan, each date of a conversion into or continuation of such Loan pursuant to the terms of this Agreement and (B) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month); (b) with respect to any Letter of Credit denominated in an Alternative Currency, each of the following, (i) the date on which such Letter of Credit is issued, (ii) the first Business Day of each calendar month and (iii) the date of any amendment of such Letter of Credit that has the effect of increasing the face amount thereof; and (c) any additional date as the Administrative Agent may determine at any time when an Event of Default exists.

“RFR” means, for any RFR Loan denominated in (a) Pounds Sterling, SONIA and (b) Dollars, Daily Simple SOFR.

“RFR Administrator” means the SONIA Administrator or the SOFR Administrator.

“RFR Borrowing” means, as to any Borrowing, the RFR Loans comprising such Borrowing.

“RFR Business Day” means, for any Loan denominated in (a) Pounds Sterling, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for general business in London, and (b) Dollars, a U.S. Government Securities Business Day.

“RFR Interest Day” has the meaning specified in the definition of “Daily Simple RFR”.

“RFR Loan” means a Loan that bears interest at a rate based on the Adjusted Daily Simple RFR.

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of S&P Global Inc., or, if S&P shall cease rating Index Debt of the Borrower and its ratings business with respect to Index Debt of the Borrower shall have been transferred to a successor Person, such successor Person; provided, however, that if S&P ceases rating securities similar to Index Debt of the Borrower and its ratings business with respect to such securities shall not have been transferred to any successor Person, then “S&P” shall mean any other nationally recognized rating agency (other than Moody’s) selected by the Borrower and reasonably satisfactory to the Administrative Agent that rates any Indebtedness of the Borrower.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, the Crimea Region of Ukraine, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Cuba, Iran, North Korea and Syria).

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the European Union, Her Majesty’s Treasury of the United Kingdom, the United Nations Security Council or the Government of Canada or any of its agencies or departments, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

“Sanctions” means all international economic sanctions administered or enforced by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) the European Union or Her Majesty’s Treasury of the United Kingdom, (c) the United Nations Security Council or (d) the Government of Canada or any of its agencies or departments.

“Screen Rate” means the EURIBOR Screen Rate and the LIBO Screen Rate, collectively and individually, as the context may require.

“SEC” means the Securities and Exchange Commission or any successor thereto.

“Significant Subsidiary” means any Subsidiary that would meet the definition of “significant subsidiary” contained as of the date hereof in Regulation S-X of the SEC, excluding, however, any Foreign Subsidiary Holding Company.

“Single Employer Plan” means any Plan that is covered by Title IV of ERISA or Sections 412 or 430 of the Code or Sections 302 or 303 of ERISA, but that is not a Multiemployer Plan.

“SOFR” means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate published for such Business Day by the New York Fed, as the administrator of the benchmark (or a successor administrator), on the Federal Reserve Bank of New York’s Website, published by the SOFR Administrator on the SOFR Administrator’s Website on the immediately succeeding business day.

“SOFR Administrator” means the New York Fed (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the New York Fed’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR-Based Rate” means SOFR, Compounded SOFR Rate Day has the meaning specified in the definition of “Daily Simple SOFR or Term SOFR”.

“SONIA” means, with respect to any Business Day, a rate per annum equal to the Sterling Overnight Index Average for such Business Day published by the SONIA Administrator on the SONIA Administrator’s Website on the immediately succeeding Business Day.

“SONIA Administrator” means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

“SONIA Administrator’s Website” means the Bank of England’s website, currently at <http://www.bankofengland.co.uk>, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

“Specified Guarantors” means Federal Express Corporation, FedEx Ground Package System, Inc., FedEx Freight Corporation, FedEx Freight, Inc., FedEx Corporate Services, Inc., and FedEx Office and Print Services, Inc., and, in each case, any other Person to which any such Specified Guarantor sells, transfers or otherwise disposes of all or substantially all of its assets or into which such Specified Guarantor is merged or consolidated.

“Specified Time” means (i) in the case of Dollar Revolving Loans, 11:00 a.m. New York City time, (ii) in the case of Euro Revolving Loans, 11:00 a.m. Brussels time and (iii) in the case of Sterling Revolving Loans, 11:00 a.m. London time.

“Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency

or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted ~~EIBOR-EURIBOR~~ Rate, for eurocurrency funding (currently referred to as “Eurocurrency liabilities” in Regulation D) ~~or any other reserve ratio or analogous requirement of any central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of the Adjusted EURIBOR Rate Loans~~. Such reserve percentage shall include those imposed pursuant to Regulation D. ~~Eurocurrency Term Benchmark~~ Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Sterling Revolving Loans” has the meaning assigned to such term in Section 2.01.

“subsidiary” of a Person means (i) any corporation more than fifty percent (50%) of the outstanding Voting Stock of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one (1) or more of its subsidiaries or by such Person and one (1) or more of its subsidiaries, or (ii) any partnership, association, joint venture or similar business organization more than fifty percent (50%) of the ownership interests having power to direct the ordinary affairs thereof of which shall at the time be so owned or controlled.

“Subsidiary” means any subsidiary of the Borrower.

“TARGET 2 Day” means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system (or, if such payment system ceases to be operative, such other payment system (if any) reasonably determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euro ~~s-~~.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, charges, fees, withholdings (including backup withholdings), assessments or similar charges imposed by any Governmental Authority.

“Term Benchmark” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate or the Adjusted EURIBOR Rate.

“Term SOFR” ~~means the forward-looking Determination Day~~ has the meaning assigned to it under the definition of ~~t~~Term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body Reference Rate.

“Term SOFR Rate” means, with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

“Term SOFR Reference Rate” means, for any day and time (such day, the “Term SOFR Determination Day”), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) Business Days prior to such Term SOFR Determination Day.

“Transactions” means the execution, delivery and performance by each Loan Party of the Loan Documents to which it is a party and the borrowing of Loans by the Borrower.

“Transferee” means any Assignee or Participant.

“Type” – when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted ~~LIBO~~ Term SOFR Rate ~~or~~, the Adjusted EURIBOR Rate, the Alternate Base Rate or the Adjusted Daily Simple RFR.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment; provided that, if the Unadjusted Benchmark Replacement as so determined would be less than zero, ~~the~~ such Unadjusted Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

“Undisclosed Administration” means in relation to a Lender or a Person that directly or indirectly controls such Lender, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender or Person, as the case may be, is subject to home jurisdiction supervision if applicable law requires that such appointment is not to be publicly disclosed.

“Unrestricted Margin Stock” means any Margin Stock owned by the Borrower or any Subsidiary which is not Restricted Margin Stock.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Voting Stock” means all outstanding shares of capital stock of a Person entitled to vote generally in the election of directors.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Withholding Agent” means the Borrower and the Administrative Agent.

“Write-Down and Conversion Powers” means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a “Eurodollar Term Benchmark Loan” or “RFR Loan”) and Borrowings also may be classified and referred to by Type (e.g., a “Eurodollar Term Benchmark Borrowing” or “RFR Borrowing”).

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and, (e) any reference to any law, rule or regulation herein shall, unless otherwise specified, refer to such law, rule or regulation as amended, modified or supplemented from time to time and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all Property.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

SECTION 1.05. Currency Conversion and Fluctuations.

(a) If more than one currency or currency unit are at the same time recognized by the central bank of any country as the lawful currency of that country, then (i) any reference in the Loan Documents to, and any obligations arising under the Loan Documents in, the currency of that country shall be translated into or paid in the currency or currency unit of that country designated by the Administrative Agent and (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognized by the central bank for conversion of that currency or currency unit into the other, rounded up or down (to the next 1/16 of 1%) by the Administrative Agent as it deems appropriate.

(b) If a change in any currency of a country occurs, this Agreement shall be amended (and each party hereto agrees to enter into any supplemental agreement necessary to effect any such amendment) to the extent that the Administrative Agent determines such amendment to be necessary to reflect the change in currency and to put the Lenders in the same position, so far as possible, that they would have been in if no change in currency had occurred.

(c) No later than 11:00 a.m. London time on each Calculation Date, the Administrative Agent shall determine the Exchange Rate as of such Calculation Date with respect to each applicable currency, provided that, upon receipt of a borrowing notice pursuant to Section 2.03, the Administrative Agent shall determine the Exchange Rate with respect to the relevant currency on the related Calculation Date (it being acknowledged and agreed that the Administrative Agent shall use such Exchange Rate for the purposes of determining compliance with Section 2.03 with respect to such borrowing notice). The Exchange Rates so determined shall become effective on the relevant Calculation Date (a “Reset Date”), shall remain effective until the next succeeding Reset Date and shall for all purposes of this Agreement (other than Section 10.20 and any other provision expressly requiring the use of a current Exchange Rate) be the Exchange Rates employed in converting any amounts between Dollars and any other currency.

(c) The Administrative Agent or the Issuing Bank, as applicable, shall determine the aggregate amount of the Dollar Equivalents of Term Benchmark Borrowings or Letter of Credit extensions denominated in Alternative Currencies then outstanding (after giving effect to any Loans denominated in Alternative Currencies to be made or repaid on such date). Such Dollar Equivalent shall become effective as of such Revaluation Date and shall be the Dollar Equivalent of such amounts until the next succeeding Revaluation Date to occur. Except for purposes of financial statements delivered by the Borrower hereunder or calculating financial covenants hereunder or except as otherwise provided herein, the applicable amount of any Agreed Currency (other than Dollars) for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Administrative Agent or the Issuing Bank, as applicable.

(d) No later than 11:00 a.m. London time on each Reset Date, the Administrative Agent shall determine the aggregate amount of the Dollar Equivalents of (i) the principal amounts of the Foreign Currency Loans then outstanding (after giving effect to any Foreign Currency Loans to be made or repaid on such date) and (ii) the L/C Obligations then outstanding in a currency other than Dollars. Wherever in this Agreement in connection with a Borrowing, conversion, continuation or prepayment of a Term Benchmark Loan or an RFR Loan or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing, Loan or Letter of Credit is denominated in an Alternative Currency, such amount shall be the Dollar Equivalent of such amount (rounded to the nearest unit of such Alternative Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the Issuing Bank, as the case may be.

(e) The Administrative Agent shall promptly notify the Borrower of each determination of an Exchange Rate hereunder.

SECTION 1.06. Interest Rates; LIBOR Benchmark Notification. The interest rate on a Loan denominated in dollars or an Alternative Currency may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. ~~Regulators have signaled the need to use alternative benchmark reference rates for some of these interest rate benchmarks and, as a result, such interest rate benchmarks may cease to comply with applicable laws and regulations, may be permanently discontinued, and/or the basis on which they are calculated may change. The interest rate on Eurodollar Loans is determined by reference to the LBO Rate, which is derived from the London interbank offered rate. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market.~~ Upon the occurrence of a Benchmark Transition Event ~~or an Early Opt-In Election~~, Section 2.11(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent will notify the Borrower, pursuant to Section 2.11(d) of any change to the reference rate upon which the interest rate on Eurodollar Loans is based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to ~~the London interbank offered rate or other rates in the definition of "LIBO Rate"~~ any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof ~~(including, without limitation, (i) any such alternative, successor or replacement rate implemented pursuant to Section 2.11(b), whether upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 2.11(c))~~, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the ~~LIBO existing interest R-~~ rate being replaced or have the same volume or liquidity as did ~~the London interbank offered~~ any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, each Lender agrees to (i) make revolving credit loans denominated in Dollars (the “Dollar Revolving Loans”), (ii) make revolving credit loans denominated in Euros (the “Euro Revolving Loans”) and (iii) make revolving credit loans denominated in Pounds Sterling (the “Sterling Revolving Loans”, together with the Euro Revolving Loans, the “Foreign Currency Loans”) from time to time during the Availability Period in an aggregate principal amount (based on, in the case of Foreign Currency Loans, the Dollar Equivalent of such Foreign Currency Loans) that will not result in (a) such Lender’s Credit Exposure exceeding such Lender’s Commitment, or (b) the sum of the total Credit Exposures exceeding the total Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay, and reborrow Loans.

SECTION 2.02. Loans and Borrowings. (a) Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.11, each ~~Borrowing of~~ (i) Borrowing of Dollar Revolving Loans shall be comprised entirely of ABR Loans or ~~Eurodollar Loans as the Borrower may request in accordance herewith, (ii) Euro Revolving Loans, Term Benchmark Loans and (iii) Borrowing in any other Agreed Currency~~ shall be comprised entirely of ~~Eurodollar Loans as the Borrower may request in accordance herewith and (iii) Sterling Revolving Loans shall be comprised entirely of Eurodollar Loans, Term Benchmark Loans or RFR Loans, as applicable, in each case of the same Agreed Currency,~~ as the Borrower may request in accordance herewith. Notwithstanding anything to the contrary contained herein, each Lender at its option may make any Loan by causing any domestic or foreign branch or Lender Affiliate to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any ~~Eurodollar~~ Term Benchmark Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of (i) in the case of Borrowings denominated in Dollars, \$1,000,000 and not less than \$5,000,000, (ii) in the case of Borrowings denominated in Pounds Sterling, £1,000,000 and not less than £5,000,000 and (iii) in the case of Borrowings denominated in Euros, €1,000,000 and not less than €5,000,000. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000; provided that an ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments. Borrowings of more than one (1) Type may be outstanding at the same time; provided that there shall not at any time be more than a total of fifteen (15) ~~Eurodollar~~ Term Benchmark Borrowings or RFR Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any ~~Eurodollar~~ Term Benchmark Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03. Requests for Borrowings. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request by delivering an irrevocable written Borrowing Request in the form of Exhibit A (a)(i) in the case of a ~~Eurodollar~~ Term Benchmark Borrowing which is a Dollar Revolving Loan, not later than 11:00 a.m., New York City time, at least three (3) Business Days before the date of the proposed Borrowing, (~~b~~ii) in the case of a ~~Eurodollar~~ Term Benchmark Borrowing which is a Euro Revolving Loan ~~or Sterling Revolving Loan~~, not later than 11:00 a.m., Local Time, at least three (3) Business Days before the date of the proposed Borrowing ~~or and (c) iii~~ in the case ~~of an RFR Borrowing which is a Sterling Revolving Loan, not later than 11:00 a.m., New York City time, five (5) RFR Business Days before the date of the proposed Borrowing or (b) in the case~~ of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of the proposed Borrowing; provided that each ABR Borrowing shall consist solely of Dollar Revolving Loans. Each such Borrowing Request shall specify the following information in compliance with Section 2.02:

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- (i) the aggregate amount of the requested Borrowing;
 - (ii) the date of such Borrowing, which shall be a Business Day;
 - (iii) the currency of such Borrowing (which shall be Dollars, Euro or Pounds Sterling);
 - (iv) in the case of a Borrowing to be denominated in Dollars, whether such Borrowing is to be an ABR Borrowing or a Eurodollar Term Benchmark Borrowing;
 - (v) in the case of a Eurodollar Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and
 - (vi) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.04.

If no election as to the currency of a Borrowing is specified, then the requested Revolving Borrowing shall be made in Dollars. If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Term Benchmark Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one (1) month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Funding of Borrowings. (a) Each Lender shall make (i) each Dollar Revolving Loan to be made by it hereunder on the proposed date thereof in Dollars solely by wire transfer of immediately available funds by 12:00 noon, New York City time and (ii) each Euro Revolving Loan or Sterling Revolving Loan to be made by it hereunder on the proposed date thereof in Euro or Pounds Sterling, as applicable, solely by wire transfer of immediately available funds by 12:00 noon, London time, in each case, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower maintained with the Administrative Agent in New York City and designated by the Borrower in the applicable Borrowing Request.

(b) Unless, prior to the proposed time of any advance of any Borrowing, the Administrative Agent shall have received notice from a Lender that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, or unless the Administrative Agent has knowledge that a Lender is a Defaulting Lender, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, at a rate equal to the greater of (x) the ~~Federal Funds Effective~~ applicable Overnight Rate and (y) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans, or in the case of Alternative Currencies, in accordance with such market practice, in each case, as applicable; provided that, to the extent that the Borrower makes any such payment and the applicable Lender subsequently makes a corresponding payment, then the Borrower shall be entitled (without prejudice to any other rights that the Borrower may have against the applicable Lender) to receive any such payment (with interest) made by such Lender. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.05. Interest Elections. (a) Each Borrowing initially shall be of the Type and Agreed Currency specified in the applicable Borrowing Request and, in the case of a Eurodollar Term Benchmark Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section; provided that only Eurodollar Term Benchmark Borrowings which are Dollar Revolving Loans may be converted into an ABR Borrowing. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by delivering an irrevocable written Interest Election Request in the form of Exhibit B by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election.

(c) Each Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Agreed Currency and principal amount of Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) in the case of a Borrowing to be denominated in Dollars, whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Term Benchmark Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurodollar Term Benchmark Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one (1) month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to (i) a Eurodollar Term Benchmark Borrowing which is a Dollar Revolving Loan prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing or (ii) any other Eurodollar Term Benchmark Borrowing in an Alternative Currency, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall automatically be continued as a Term Benchmark Borrowing in its original Agreed Currency and be converted to a Eurodollar Term Benchmark Borrowing with an Interest Period of one (1) month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Term Benchmark Borrowing and (ii) unless repaid, (A) each Eurodollar Term Benchmark Borrowing and each RFR Borrowing, in each case that is a Dollar Revolving Loan shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (B) each other Eurodollar Borrowing shall be converted to a Eurodollar Borrowing with an Interest Period of one (1) month's duration; Term Benchmark Borrowing and each other RFR Borrowing, in each case denominated in an Alternative Currency shall bear interest at the Central Bank Rate for the applicable Agreed Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Agreed Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Agreed Currency other than Dollars shall either be (a) converted to an ABR Borrowing denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) at the end of the Interest Period, as applicable, therefor or (b) prepaid at the end of the applicable Interest Period, as applicable, in full; provided that if no election is made by the Borrower by the earlier of (x) the date that is three Business Days after receipt by the Borrower of such notice and (y) the last day of the current Interest Period for the applicable Term Benchmark Loan, the Borrower shall be deemed to have elected clause (a) above.

SECTION 2.06. Termination and Reduction of Commitments. (a) Unless previously terminated, the Commitments shall terminate on the Maturity Date.

(b) The Borrower may at any time terminate, or from time to time reduce, the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of the Dollar Equivalent of \$10,000,000 and not less than the Dollar Equivalent of \$20,000,000 and (ii) the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.08, the aggregate Credit Exposures of the Lenders would exceed the total Commitments; provided further that if, after giving effect to any reduction of the Commitments, (i) the L/C Sublimit exceeds the amount of Commitments, the L/C Sublimit shall be automatically reduced by the amount of such excess and (ii) if the Individual L/C Sublimit of any Issuing Bank exceeds the Commitments of such Issuing Bank, such Issuing Bank's Individual L/C Sublimit shall be automatically reduced by the amount of such excess. Except as provided above, the amount of any such Commitment reduction shall not be applied to the L/C Sublimit unless otherwise specified by the Borrower.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

SECTION 2.07. Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan in the same currency as the applicable Loan on the Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.06) be represented by one (1) or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.08. Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part without incurring a prepayment penalty, fee, or other cost (except as otherwise expressly set forth in this Agreement), subject to prior notice in accordance with paragraph (c) of this Section.

(b) If, on any Calculation Revaluation Date, the total Credit Exposures (based on the Dollar Equivalent thereof, in the case of Foreign Currency Loans and Foreign Currency Letters of Credit) exceeds 105% of the Commitments, the Borrower shall, on such day, prepay the Loans in an amount equal to the lesser of (x) the amount of such excess and (y) the amount of such Loans.

(c) The Borrower shall notify the Administrative Agent in writing of any prepayment hereunder (i) (x) in the case of prepayment of a Eurodollar Term Benchmark Borrowing denominated in Dollars, not later than 11:00 a.m., Local New York City ~~F~~ time, three (3) Business Days before the date of prepayment, (y) in the case of prepayment of a Term Benchmark Borrowing denominated in Euros, not later than 12:00 p.m., New York City time, three Business Days before the date of prepayment and (z) in the case of prepayment of an RFR Borrowing denominated in Pounds Sterling, not later than 11:00 a.m., New York City time, five (5) RFR Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., Local New York City ~~F~~ time, one (1) Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the Type, currency and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.06, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.06. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.10 and any amounts due under Section 2.13.

SECTION 2.09. Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at the Applicable Rate on the daily undrawn amount of the Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which such Commitment terminates. Accrued commitment fees shall be payable in arrears in Dollars on each Fee Payment Date, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(c) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to an Issuing Bank, in the case of fees payable to it). Fees paid shall not be refundable under any circumstances.

SECTION 2.10. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Eurodollar Term Benchmark Borrowing shall bear interest at a rate per annum equal to in the case of a Term Benchmark Loan, at the Adjusted LIBO Term SOFR Rate or the Adjusted EURIBOR Rate, as applicable, for the Interest Period in effect for such Borrowing for the relevant currency plus the Applicable Rate.

(c) Each RFR Loan shall bear interest at a rate per annum equal to the applicable Adjusted Daily Simple RFR plus the Applicable Rate.

(~~c~~d) Notwithstanding the foregoing, if any principal of or interest on any Loan, Reimbursement Obligation or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, two percent (2%) plus the rate otherwise applicable to such Loan as provided above, or (ii) in the case of any other amount, two percent (2%) plus the rate applicable to ABR Loans as provided above.

(~~d~~e) Accrued interest on each Loan shall be payable in arrears in the currency of the applicable Loan on each Interest Payment Date for such Loan; provided that (i) interest accrued pursuant to paragraph (~~c~~d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, (iii) in the event of any conversion of any Eurodollar Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion, and (iv) all accrued interest shall be payable upon termination of the Commitments.

(e) All interest computed by reference to the Term SOFR Rate or the EURIBOR Rate hereunder shall be computed on the basis of a year of 360 days, except that (i) interest computed by reference to the Daily Simple RFR with respect to Pounds Sterling or the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and (ii) interest computed by reference to the Eurodollar Rate with respect to Sterling Revolving Loans shall be computed on the basis of a year of 365 days, and in each case interest shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. The applicable Alternate Base Rate, Adjusted LIBO-Term SOFR Rate or LIBO Rate, Adjusted EURIBOR Rate, EURIBOR Rate, Adjusted Daily Simple RFR or Daily Simple RFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.11. Alternate Rate of Interest.

(a) If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.11, if:

(i) Subject to clause (b) below, the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO-Term SOFR Rate, the Term SOFR Rate, the Adjusted EURIBOR Rate or the LIBO-EURIBOR Rate (including because the Relevant Screen Rate is not available or published on a current basis), as for the applicable Agreed Currency and such Interest Period; or (B) at any time, that adequate and reasonable means do not exist for ascertaining the applicable Adjusted Daily Simple RFR, Daily Simple RFR or RFR for the applicable Agreed Currency; or

(ii) the Administrative Agent is advised by the Required Lenders that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted LIBO-Term SOFR Rate or the LIBO-Adjusted EURIBOR Rate, as applicable, for the applicable Agreed Currency and such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for the applicable Agreed Currency and such Interest Period; or (B) at any time, the applicable Adjusted Daily Simple RFR for the applicable Agreed Currency will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for the applicable Agreed Currency;

(iii) the Administrative Agent determines (which determination shall be conclusive and binding upon the Borrower) that deposits in the applicable currency are not generally available, or cannot be obtained by the Lenders, in the applicable market (any Foreign Currency affected by the circumstances described in Section 2.11(a) or (b) is referred to as an “Affected Foreign Currency”);

(b) then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter (~~if such notice is given by telephone, the Administrative Agent shall promptly thereafter provide written confirmation of such notice to the Borrower and the Lenders~~) and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, ~~-(i) with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.05 or a new Borrowing Request in accordance with the terms of Section 2.03.~~ (A) for Loans denominated in Dollars, any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Term Benchmark Borrowing ~~shall be ineffective~~, and (ii) if any Borrowing Request that requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing in Dollars. Until such relevant notice has been withdrawn by the Administrative Agent, no further Eurodollar Loans in an Affected Foreign Currency shall be made or continued as such, nor shall the relevant Borrower have the right to convert ABR Loans to Eurodollar Loans (to the extent Euro such Eurodollar Loan is denominated in an Affected Foreign Currency). Term Benchmark Borrowing shall instead be deemed to be an Interest Election Request or a Borrowing Request, as applicable, for (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not also the subject of Section 2.11(a)(i) or (ii) above or (y) an ABR Borrowing if the Adjusted Daily Simple RFR for Dollar Borrowings also is the subject of Section 2.11(a)(i) or (ii) above and (B) for Loans denominated in an Alternative Currency, any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Borrowing or an RFR Borrowing, in each case, for the relevant Benchmark, shall be ineffective; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan or RFR Loan in any Agreed Currency is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.11(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.05 or a new Borrowing Request in accordance with the terms of Section 2.03. (A) for Loans denominated in Dollars, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not also the subject of Section 2.11(a)(i) or (ii) above or (y) an ABR Loan if the Adjusted Daily Simple RFR for Dollar Borrowings also is the subject of Section 2.11(a)(i) or (ii) above, on such day and (B) for Loans denominated in an Alternative Currency, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day) bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Alternative Currency shall, at the Borrower's election

prior to such day: (A) be prepaid by the Borrower on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Alternative Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected RFR Loans denominated in any Alternative Currency, at the Borrower's election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) immediately or (B) be prepaid in full immediately. (b) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of if a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Administrative Agent and the Borrower may amend this Agreement to replace the LIBO Rate with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" with respect to Dollars for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" with respect to any Agreed Currency for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the Administrative Agent has posted such date notice of such Benchmark Replacement is pro pos vid ed to the Lenders without any amendment to all Lenders and the Borrower, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such proposed amendment Benchmark Replacement from Lenders comprising the Required Lenders ; provided that, with respect to any such proposed amendment containing any SOFR-Based Rate, the Lenders shall be entitled to object only to the Benchmark Replacement Adjustment contained therein. Any such amendment with respect to an Early Opt-in Election will become effective on the date that Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders accept such amendment. No replacement of LIBO Rate with a Benchmark Replacement will occur prior to the applicable Benchmark Transition Start Date of each affected Type.

(c) ~~In connection with the implementation of a Benchmark Replacement~~ Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent, in consultation with the Borrower, will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event ~~or an Early Opt-in Election, as applicable~~, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes ~~and~~, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or if applicable, any Lender (or group of Lenders) pursuant to this Section 2.11, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.11.

~~(e) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing in Dollars.~~

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate or EURIBOR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing or RFR Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, either (x) the Borrower will be deemed to have converted any request for (1) a Term Benchmark Borrowing denominated in Dollars into a request for a Borrowing of or conversion to (A) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not the subject of a Benchmark Transition Event or (B) an ABR Borrowing if the Adjusted Daily Simple RFR for Dollar Borrowings is the subject of a Benchmark Transition Event or (y) any Term Benchmark Borrowing or RFR Borrowing denominated in an Alternative Currency shall be ineffective. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term Benchmark Loan or RFR Loan in any Agreed Currency is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until such time as a Benchmark Replacement for such Agreed Currency is implemented pursuant to this Section 2.11, (A) for Loans denominated in Dollars, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not the subject of a Benchmark Transition Event or (y) an ABR Loan if the Adjusted Daily Simple RFR for Dollar Borrowings is the subject of a Benchmark Transition Event, on such day and (B) for Loans denominated in an Alternative Currency, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day) bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Alternative Currency shall, at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Alternative Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected RFR Loans denominated in any Alternative Currency, at the Borrower's election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) immediately or (B) be prepaid in full immediately.

SECTION 2.12. Increased Costs; Illegality. (a) If any Change in Law shall:

- (i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted ~~LIBO~~ Term SOFR Rate ~~or~~ Adjusted EURIBOR Rate, as applicable) or Issuing Bank;
- (ii) impose on any Lender or the London Issuing Bank or the applicable offshore interbank market for the applicable Agreed Currency any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurodollar Loans made by such Lender or any Letter of Credit or participation therein; or
- (iii) subject any Lender to any Tax (except for (1) Indemnified Taxes, (2) Taxes described in clauses (ii) through (iv) of the definition of Excluded Taxes and (3) Taxes imposed, as a result of a present or former connection between the Lender and the jurisdiction imposing such Taxes (other than a connection arising from such Lender having executed, delivered or performed its obligations under, or enforced, this Agreement or any other Loan Document), on gross or net income, profits or revenue (including value-added or similar Taxes)) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender of making ~~or maintaining any Eurodollar Loan (or, in the case of (iii), any Loans) or of making~~, converting into, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan ~~or to increase the cost to such Lender, such Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit~~ or to reduce the amount of any sum received or receivable by such Lender, such Issuing Bank or such other Recipient hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender, such Issuing Bank or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, such Issuing Bank or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or on the capital of such Lender's or Issuing Bank's holding company, if any, as a consequence of this Agreement, the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the Issuing Bank ~~s~~, to a level below that which such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Bank's policies and the policies of such Lender's or Issuing Bank's holding company with respect to capital adequacy or liquidity ratios), then from time to time the Borrower will pay to such Lender or Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company for any such reduction suffered.

(c) If by reason of any change in a Requirement of Law subsequent to the Effective Date, disruption of currency or foreign exchange markets, war or civil disturbance or similar event, the funding of any Foreign Currency Loan in any currency or the funding of any Foreign Currency Loan in any currency to an office located other than in New York shall be impossible or such currency is no longer available or readily convertible to Dollars, or the Dollar Equivalent of such currency is no longer readily calculable, then, at the election of the Administrative Agent, no Foreign Currency Loans in the relevant currency shall be made or any Foreign Currency Loan in the relevant currency shall be made to an office of the Administrative Agent located in New York, as the case may be.

(d) (i) If payment in respect of any Foreign Currency Loan shall be due in a currency other than Dollars and/or at a place of payment other than New York and if, by reason of any change in a Requirement of Law subsequent to the Effective Date, disruption of currency or foreign exchange markets, war or civil disturbance or similar event, payment of such Obligations in such currency or such place of payment shall be impossible or, in the reasonable judgment of the Administrative Agent, such currency is no longer available or readily convertible to Dollars, or the Dollar Equivalent of such currency is no longer readily calculable, then, at the election of any affected Lender, the Borrower shall make payment of such Loan in Dollars (based upon the Exchange Rate in effect Dollar Equivalent for the day on which such payment occurs, as determined by the Administrative Agent in accordance with the terms hereof) and/or in New York or (ii) if any Foreign Currency in which Loans are outstanding is redenominated then, at the election of any affected Lender, such affected Loan and all obligations of the applicable Borrower in respect thereof shall be converted into obligations in Dollars (based upon the Exchange Rate in effect Dollar Equivalent on such date, as determined by the Administrative Agent in accordance with the terms hereof), and, in each case, the Borrower shall indemnify the Lenders, against any currency exchange losses or reasonable out-of-pocket expenses that it shall sustain as a result of such alternative payment.

(e) A certificate of a Lender or Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section, setting forth in reasonable detail the calculations upon which such Lender determined such amount and the effective date of the relevant Change in Law, shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or Issuing Bank, as the case may be, the amount shown as due on any such certificate within fifteen (15) days after receipt thereof.

(f) Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than three (3) months prior to the date that such Lender or Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the three (3) month period referred to above shall be extended to include the period of retroactive effect thereof.

(g) If any Change in Law shall make it unlawful for any Lender to make or maintain Eurodollar (A) Term Benchmark Loans, (i) the commitment of such Lender hereunder to make Eurodollar Term Benchmark Loans, continue Eurodollar Term Benchmark Loans as such and convert ABR Loans to Eurodollar Term Benchmark Loans shall forthwith be suspended until such time as it shall no longer be unlawful for such Lender to make or maintain Eurodollar Term Benchmark Loans and (ii) such Lender's Loans then outstanding as Eurodollar Term Benchmark Loans, if any, shall be converted automatically to ABR Loans in Dollars on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law or (B) RFR Loans, (i) the commitment of such Lender hereunder to make RFR Loans shall forthwith be suspended until such time as it shall no longer be unlawful for such Lender to make RFR Loans and (ii) such Lender's Loans then outstanding as RFR Loans, if any, shall be converted automatically to ABR Loans in Dollars (the Dollar Equivalent of such Alternative Currency Loans). If any such conversion of a Eurodollar Term Benchmark Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.13.

SECTION 2.13. Break Funding Payments.

SECTION 2.13. Break Funding Payments: In (a) With respect to Loans that are not RFR Loans, in the event of (~~a~~ⁱ) the payment of any principal of any ~~Eurodollar~~ Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of ~~any prepayment under Section 2.08 hereof or~~ an Event of Default or an optional or mandatory prepayment of Loans), (~~b~~ⁱⁱ) the conversion of any ~~Eurodollar~~ Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (~~c~~ⁱⁱⁱ) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice ~~is permitted to be revocable may be revoked~~ under Section 2.08(c) and is revoked in accordance therewith), ~~or~~ (~~d~~^{iv}) the assignment of any ~~Eurodollar~~ Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.17 ~~or (v) the failure by the Borrower to make any payment of any Loan or drawing under any Letter of Credit (or interest due thereof) denominated in an Alternative Currency on its scheduled due date or any payment thereof in a different currency~~, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. ~~In the case of a Eurodollar Loan, the loss to any Lender attributable to any such event shall be deemed to include an amount determined by such Lender to be equal to the excess, if any, of (i) the amount of interest that such Lender would pay for a deposit equal to the principal amount of such Loan for the period from the date of such payment, conversion, failure or assignment to the last day of the then current Interest Period for such Loan (or, in the case of a failure to borrow, convert or continue, the duration of the Interest Period that would have resulted from such borrowing, conversion or continuation) if the interest rate payable on such deposit were equal to the Adjusted LIBO Rate for such Interest Period, over (ii) the amount of interest that such Lender would earn on such principal amount for such period if such Lender were to invest such principal amount for such period at the interest rate that would be bid by such Lender (or an Affiliate of such Lender) for dollar deposits from other banks in the eurodollar market at the commencement of such period.~~ A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower, setting forth in reasonable detail the calculation ~~s~~ upon which such Lender determined such amount, and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within ~~fifteen (15)~~ 10 days after receipt thereof.

(b) With respect to RFR Loans, in the event of (i) the payment of any principal of any RFR Loan other than on the Interest Payment Date applicable thereto (including as a result of an Event of Default or an optional or mandatory prepayment of Loans), (ii) the failure to borrow or prepay any RFR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice ~~may be revoked under Section 2.08(c) and is revoked in accordance therewith~~), (iii) the assignment of any RFR Loan other than on the Interest Payment Date applicable thereto as a result of a request by the Borrower pursuant to Section 2.17 or (iv) the failure by the Borrower to make any payment of any Loan or drawing under any Letter of Credit (or interest due thereof) denominated in an Alternative Currency on its scheduled due date or any payment thereof in a different currency, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower, setting forth in reasonable detail the calculation upon which such Lender determined such amount, and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.14. Taxes. (a) All payments made by the Loan Parties under this Agreement shall (except as required by applicable law) be made free and clear of, and without deduction or withholding for or on account of, any Taxes imposed, levied, collected, withheld or assessed by any Governmental Authority. If any Taxes are required to be deducted or withheld from any amounts payable to the Administrative Agent or any Lender, as determined in good faith by the applicable Withholding Agent, (i) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (ii) if such deducted or withheld Taxes are Indemnified Taxes, the amounts so payable by the applicable Loan Party to the Administrative Agent or such Lender, as the case may be, shall be increased to the extent necessary to yield to the Administrative Agent or such Lender, as the case may be, (after payment of all Indemnified Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement as if such withholding or deduction had not been made.

(b) The Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Indemnified Taxes are payable by the Loan Parties pursuant to paragraph (a) of this Section, as promptly as possible thereafter the applicable Loan Party shall pay such Indemnified Taxes and shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a certified copy of an original official receipt, to the extent reasonably available, received by the applicable Loan Party showing payment thereof. If (i) the applicable Loan Party fails to pay any Indemnified Taxes when due to the appropriate taxing authority, (ii) the applicable Loan Party fails to remit to the Administrative Agent the required receipts or other required documentary evidence, or (iii) any Indemnified Taxes are imposed directly upon the Administrative Agent or any Lender, the applicable Loan Party shall indemnify the Administrative Agent and the Lenders for such amounts and any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result (whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority). A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Each Lender shall severally indemnify the Administrative Agent within 10 days after demand therefor, for the full amount of any Taxes attributable to such Lender that are payable or paid by the Administrative Agent, and reasonable expenses arising therefrom or with respect thereto, but only to the extent that the applicable Loan Party has not already indemnified the Administrative Agent for such Taxes and without limiting the obligation of the Loan Parties under this Section 2.14 to do so, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(e) As soon as practicable after any payment of Taxes by a Loan Party to a Governmental Authority pursuant to this Section 2.14, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) (i) Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments made under any Loan Document shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times ~~prescribed by applicable law or~~ reasonably requested by the Borrower or the Administrative Agent ~~(or, if earlier, the date such Lender becomes a party to this Agreement)~~, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.14(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment (A) the failure to complete, execute or submit such documentation would not render the terms of this Agreement unenforceable by law and (B) such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) Each Lender that is a "United States person" as defined in Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two (2) properly completed and duly signed copies of U.S. Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal withholding tax.

(B) Each Lender that is not a "United States person" as defined in Section 7701(a)(30) of the Code (a "Non-U.S. Lender") shall deliver to the Borrower and the Administrative Agent whichever of the following is applicable:

(2₁) in the case of a Non-U.S. Lender claiming benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(3₂) executed copies of IRS Form W-8ECI;

(4₃) in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 881(c) of the Code with respect to payments of “portfolio interest,” (x) a statement substantially in the form of Exhibit F-1 to the effect that such Non-U.S. Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of any Loan Party within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”), and (y) executed copies of IRS Form W-8BEN or W-8BEN-E;

(5₄) to the extent a Non-U.S. Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-2 or Exhibit F-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Non-U.S. Lender is a partnership and one or more direct or indirect partners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-4 on behalf of each such direct and indirect partner;

(C) any Non-U.S. Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) executed copies of any other form prescribed by applicable requirements of U.S. federal income tax law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable requirements of law to permit the Borrower and the Administrative Agent to determine the withholding or deduction required to be made.

(D) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA, to determine that such Lender has or has not complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.14(f)(ii)(D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

All forms described in this Section 2.14(f) shall be delivered by each Lender on or before the date it becomes a party to this Agreement and from time to time thereafter upon the request of the Borrower or the Administrative Agent. In addition, each Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Lender. Each Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this Section 2.14(f), a Lender shall not be required to deliver any form pursuant to this Section that such Lender is not legally able to deliver.

(g) The agreements in this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, termination of this Agreement and the repayment, satisfaction or discharge of the Loans and all other amounts payable hereunder or under any Loan Document.

SECTION 2.15. Payments Generally; Pro Rata Treatment; Sharing of Set-offs. (a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or under Sections 2.12, 2.13 or 2.14, or otherwise) prior to 12:00 noon, Local Time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 270 Park Avenue, New York, New York (or such other address designated by the Administrative Agent to Borrower pursuant to Section 10.02) and except that payments pursuant to Sections 2.12, 2.13, 2.14 and 10.05 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in the currencies specified hereunder.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, to pay interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, to pay principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or Reimbursement Obligations resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and Reimbursement Obligations and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and Reimbursement Obligations of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and Reimbursement Obligations, provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph (c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans and Reimbursement Obligations to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph (c) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Banks hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Banks, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the New York Fed Bank Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation applicable Overnight Rate.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(b), 2.15(d) or 3.04(a), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender or the relevant Issuing Bank to satisfy such Lender's or Issuing Bank's obligations under such Sections until all such unsatisfied obligations are fully paid.

SECTION 2.16. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, the Administrative Agent shall deliver written notice to such effect, upon the Administrative Agent's obtaining knowledge of such event, to the Borrower and such Defaulting Lender, and the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the undrawn portion of the Commitment of such Defaulting Lender pursuant to Section 2.09(a).

(b) the Commitment and Aggregate Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 10.01), provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which would increase or extend the term of the Commitment of a Defaulting Lender, extend the date fixed for payment of principal or interest owing to a Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to a Defaulting Lender or of any fee payable to a Defaulting Lender (except as otherwise provided in this Section 2.16) or alter the terms and conditions of this sentence or affect such Defaulting Lender differently than other affected Lenders shall, in each case, require the consent of such Defaulting Lender.

(c) any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to Section 2.15(c) but excluding Section 2.17(b)) shall, in lieu of being distributed to such Defaulting Lender, subject to any applicable requirements of law, be applied (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent, and (iii) third, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction.

(d) if any L/C Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the L/C Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Aggregate Exposure Percentages but only to the extent (i) the sum of all non-Defaulting Lenders' Loans and L/C Exposure then outstanding plus such Defaulting Lender's L/C Exposure does not exceed the total of all non-Defaulting Lenders' Commitments and (ii) that after giving effect to such reallocation, no non-Defaulting Lender's Loans and L/C Exposure exceeds its Commitment;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent cash collateralize in Dollars (or, at the option of the Administrative Agent, in the applicable currency) for the benefit of the Issuing Banks only the Borrower's obligations corresponding to such Defaulting Lender's L/C Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) (assuming for such calculation, in the case of cash collateralization in Dollars, that the Dollar Equivalent of such Defaulting Lender's L/C Exposure with respect to Foreign Currency Letters of Credit is 115% of such amount) in accordance with the procedures set forth in Section 8 for so long as such L/C Exposure is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's L/C Exposure pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.03(a) with respect to such Defaulting Lender's L/C Exposure during the period such Defaulting Lender's L/C Exposure is cash collateralized;

(iv) if the L/C Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 3.03(a) shall be adjusted in accordance with such non-Defaulting Lenders' Aggregate Exposure Percentages; and

(v) if all or any portion of such Defaulting Lender's L/C Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Banks or any other Lender hereunder, all fees payable under Section 3.03(a) with respect to such Defaulting Lender's L/C Exposure shall be payable to the Issuing Banks until and to the extent that such L/C Exposure is reallocated and/or cash collateralized; and

(e) so long as such Lender is a Defaulting Lender, the Issuing Banks shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding L/C Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.16(d), and participating interests in any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.16(d)(i) (and such Defaulting Lender shall not participate therein).

In the event that the Administrative Agent and the Borrower each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender or upon receipt by the Administrative Agent of the confirmation referred to in clause (c) of the definition of "Defaulting Lender", as applicable, then on such date such Lender shall purchase at par such portion of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans ratably in accordance with its respective Commitment.

For purposes of this Section 2.16, the term "Lender" includes the Issuing Banks.

SECTION 2.17. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.12, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Sections 2.12 or 2.14, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed costs or expenses and would not otherwise be disadvantageous to such Lender. ~~To the extent reasonably possible, each Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment would avoid the unavailability of Eurodollar Loans under Section 2.11, so long as such designation is not disadvantageous to such Lender as determined by such Lender in its sole discretion.~~ The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) The Borrower shall, at its sole expense and effort, have the right, by giving at least fifteen (15) Business Days' prior written notice (or, in the case of a Defaulting Lender, at least three (3) Business Days' prior written notice) to the affected Lender and the Administrative Agent, at any time when no Default or Event of Default has occurred and is continuing, to require any Lender to assign all of its rights and obligations under the Loan Documents to one (1) or more Lenders (other than any Conduit Lender), or, with the approval of the Administrative Agent (which approval will not unreasonably be withheld, delayed or conditioned), to one (1) or more banks, financial institutions or other entities selected by the Borrower. Such assignment shall be substantially in the form of Exhibit E hereto or in such other form as may be agreed to by the parties thereto but, except in the case of an assignment by a Defaulting Lender (in which case such form shall be as reasonably specified by the Administrative Agent) shall be on terms and conditions reasonably satisfactory to the affected Lender; provided that, no such assignment shall, unless otherwise specified, transfer any liability of a Defaulting Lender hereunder or release any such liability. The Borrower shall remain liable to the affected Lender for any indemnification provided under Section 2.13 with respect to Loans of such Lender outstanding on the effective date of an assignment required under this Section 2.17(b), as well as for all other Obligations owed to such Lender under this Agreement as of such effective date.

SECTION 2.18. Commitment Increases. (a) The Borrower and any one or more Lenders (including New Lenders) may from time to time agree that such Lenders shall make, obtain or increase the amount of their Commitments, as applicable, by executing and delivering to the Administrative Agent an Increased Facility Activation Notice substantially in the form of Exhibit G-1 specifying (i) the amount of such increase, and (ii) the applicable Increased Facility Closing Date. Notwithstanding the foregoing, (i) without the consent of the Required Lenders, the aggregate amount of incremental Commitments obtained after the Closing Date pursuant to this paragraph shall not exceed \$500,000,000 and (ii) without the consent of the Administrative Agent, each increase effected pursuant to this paragraph shall be in a minimum amount of at least \$25,000,000. No Lender shall have any obligation to participate in any increase described in this paragraph unless it agrees to do so in its sole discretion. The Administrative Agent shall have received (i) a certificate, dated as such Increased Facility Closing Date and signed by the President, Chief Executive Officer, or a Financial Officer of the Borrower, stating that (a) the representations and warranties contained in Article IV hereof are true and correct on and as of such Increased Facility Closing Date, and (b) as of such Increased Facility Closing Date, no Default has occurred and is continuing, (ii) if reasonably requested by the Administrative Agent, duly executed resolutions of the Borrower authorizing the request for and the incurrence of such increase in the Commitments (to the extent not already authorized in a prior resolution which authorization remains in full force and effect) and (iii) if reasonably requested by the Administrative Agent, an opinion of counsel to the Borrower, dated as of the Increased Facility Closing Date, substantially in the form of the opinion delivered by the Borrower on the Closing Date.

(b) Any existing Lender increasing its Commitments shall execute an Increasing Lender Supplement (each, an “Increasing Lender Supplement”), substantially in the form of Exhibit G-2, whereupon such Lender’s Commitments shall be increased by the amount specified therein and any additional bank, financial institution or other entity which, with the consent of the Borrower, the Issuing Banks and the Administrative Agent (which consent shall not be unreasonably withheld), elects to become a “Lender” under this Agreement in connection with any transaction described in Section 2.18(a) shall execute a New Lender Supplement (each, a “New Lender Supplement”), substantially in the form of Exhibit G-3, whereupon such bank, financial institution or other entity (a “New Lender”) shall become a Lender for all purposes and to the same extent as if originally a party hereto and shall be bound by and entitled to the benefits of this Agreement.

(c) Unless otherwise agreed by the Administrative Agent, on each Increased Facility Closing Date the Borrower shall prepay all then outstanding Loans made to it, which prepayment shall be accompanied by payment of all accrued interest on the amount prepaid and any amounts payable pursuant to Section 2.12 or Section 2.13 in connection therewith, and, to the extent it determines to do so, reborrow Loans from all the Lenders (after giving effect to the new and/or increased Commitments becoming effective on such date). Any prepayment and reborrowing pursuant to the preceding sentence shall be effected, to the maximum extent practicable, through the netting of amounts payable between the Borrower and the respective Lenders.

(d) Notwithstanding anything to the contrary in this Agreement, each of the parties hereto hereby agrees that, on each Increased Facility Closing Date, this Agreement (and the Schedules and Exhibits hereto) shall be amended to the extent (but only to the extent) necessary to reflect the existence and terms of the increased Commitments evidenced thereby. Any such deemed amendment may be effected in writing by the Administrative Agent with the Borrower's consent (not to be unreasonably withheld) and furnished to the other parties hereto.

SECTION 2.19. [Reserved].

ARTICLE III

LETTERS OF CREDIT

SECTION 3.01. L/C Commitment. (a) Subject to the terms and conditions hereof, the Issuing Banks, in reliance on the agreements of the other Lenders set forth in Section 3.04(a), agrees to issue standby letters of credit ("Letters of Credit") for the account of the Borrower or any of its Subsidiaries on any Business Day during the Availability Period; provided that the Issuing Banks shall have no obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations (including the Dollar Equivalent of such Lender's Foreign Currency Letters of Credit) owing to the relevant Issuing Bank would exceed such Issuing Bank's Individual L/C Sublimit, (ii) the sum of the L/C Obligations owing to the Issuing Banks would exceed the L/C Sublimit or (iii) the sum of the total Credit Exposures would exceed the total Commitments. Each Letter of Credit shall (i) be denominated in Dollars, Euro or Pounds Sterling and (ii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date that is five Business Days prior to the Maturity Date, provided that any Letter of Credit with a one-year term may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (y) above); provided, further, that any Letter of Credit may, upon the request of the Borrower and without the consent of any other Issuing Bank or Lender, include a provision whereby such Letter of Credit shall be renewed automatically for additional consecutive periods of one year or less (but not beyond the date that is five Business Days prior to the Maturity Date) unless and until the applicable Issuing Bank notifies the beneficiary thereof in writing within the time period specified in such Letter of Credit or, if no such time period is specified, at least 30 days prior to the then-applicable expiration date, that such Letter of Credit will not be renewed.

(b) No Issuing Bank shall at any time be obligated to issue any Letter of Credit if such issuance would violate, or cause such Issuing Bank or any relevant L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

SECTION 3.02. Procedure for Issuance of Letter of Credit. The Borrower may from time to time request that an Issuing Bank issue a Letter of Credit (or any amendment, renewal or extension of an outstanding Letter of Credit) by delivering to such Issuing Bank and the Administrative Agent at their respective addresses for notices specified herein an Application therefor, completed to the satisfaction of such Issuing Bank, and such other certificates, documents and other papers and information as such Issuing Bank may request. Upon receipt of any Application, such Issuing Bank will process such Application and shall promptly issue the Letter of Credit requested thereby (but in no event shall such Issuing Bank be required to issue any Letter of Credit earlier than three Business Days after its receipt of the Application) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed to by such Issuing Bank and the Borrower. Such Issuing Bank shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance thereof. Such Issuing Bank shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit (including the amount thereof).

SECTION 3.03. Fees and Other Charges. (a) The Borrower will pay a fee on all outstanding Letters of Credit at a per annum rate equal to the Applicable Rate then in effect with respect to Eurodollar Term Benchmark Loans hereunder, shared ratably among the Lenders and payable quarterly in arrears in the currency such Letter of Credit was issued in on each Fee Payment Date after the issuance date. In addition, the Borrower shall pay to the relevant Issuing Bank for its own account a fronting fee of 0.125% per annum on the undrawn and unexpired amount of each Letter of Credit, payable quarterly in arrears in Dollars on each Fee Payment Date after the issuance date.

(b) In addition to the foregoing fees, the Borrower shall pay the Issuing Bank's standard fees with respect to the issuing, amendment, renewal or extension of any Letter of Credit.

SECTION 3.04. L/C Participations. (a) The Issuing Banks irrevocably agree to grant and hereby grant to each L/C Participant, and, to induce the Issuing Banks to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Banks, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Aggregate Exposure Percentage in the Issuing Banks' obligations and rights under and in respect of each Letter of Credit and the amount of each draft paid by an Issuing Bank thereunder. Each L/C Participant agrees with the Issuing Banks that, if a draft is paid under any Letter of Credit for which an Issuing Bank is not reimbursed in full by the Borrower in accordance with the terms of this Agreement (or in the event that any reimbursement received by an Issuing Bank shall be required to be returned by it at any time), such L/C Participant shall pay to the relevant Issuing Bank upon demand at the relevant Issuing Bank's address for notices specified herein an amount equal to such L/C Participant's Aggregate Exposure Percentage of the amount that is not so reimbursed (or is so returned). Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against the Issuing Banks, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Article 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(b) If any amount required to be paid by any L/C Participant to the Issuing Banks pursuant to Section 3.04(a) in respect of any unreimbursed portion of any payment made by the Issuing Banks under any Letter of Credit is paid to the Issuing Banks within three Business Days after the date such payment is due, such L/C Participant shall pay to the Issuing Banks on demand an amount equal to the product of (i) such amount, times (ii) the New York Fed Bank Rate during the period from and including the date such payment is required to the date on which such payment is immediately available to the Issuing Banks, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 3.04(a) is not made available to the relevant Issuing Bank by such L/C Participant within three Business Days after the date such payment is due, the relevant Issuing Bank shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans hereunder. A certificate of the relevant Issuing Bank submitted to any L/C Participant with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error.

(c) Whenever, at any time after the relevant Issuing Bank has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 3.04(a), the relevant Issuing Bank receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of collateral applied thereto by the relevant Issuing Bank), or any payment of interest on account thereof, the relevant Issuing Bank will distribute to such L/C Participant its pro rata share thereof (it being understood that any such distribution shall be in Dollars and the Issuing Bank shall convert any amounts received by it in a currency other than Dollars into the Dollar Equivalent thereof for purposes of such distribution); provided, however, that in the event that any such payment received by the relevant Issuing Bank shall be required to be returned by the relevant Issuing Bank, such L/C Participant shall return to the relevant Issuing Bank the portion thereof previously distributed by the relevant Issuing Bank to it.

SECTION 3.05. Reimbursement Obligation of the Borrower. If any draft is paid under any Letter of Credit, the Borrower shall reimburse the Issuing Banks by way of payment to the Administrative Agent for the amount of the draft so paid not later than the Business Day immediately following the day that the Borrower receives such notice. Each such payment shall be made to the Issuing Banks at its address for notices referred to herein in Dollars and in immediately available funds. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at the rate set forth in (x) until the Business Day next succeeding the date of the relevant notice, Section 2.10(a) and (y) thereafter, Section 2.10(c).

SECTION 3.06. Obligations Absolute. The Borrower's obligations to repay amounts paid under any Letter of Credit shall be absolute, unconditional and irrevocable under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against the Issuing Banks, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees with the Issuing Banks that the Issuing Banks shall not be responsible for, and the Borrower's Reimbursement Obligations under Section 3.05 shall not be affected by, among other things, (a) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (b) any draft or other document presented under a Letter of Credit proving to be invalid, fraudulent or forged in any respect or any statement therein being untrue or inaccurate in any respect, (c) payment by the Issuing Banks under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (d) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. The Issuing Banks shall not have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or message or advice, however transmitted, in connection with any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Banks; provided that the foregoing shall not be construed to excuse the Issuing Banks from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by the Issuing Banks' failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of any Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

SECTION 3.07. Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the relevant Issuing Bank shall promptly notify the Borrower of the date and amount thereof. The responsibility of the relevant Issuing Bank to the Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are in conformity with such Letter of Credit.

SECTION 3.08. Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall apply.

SECTION 3.09. Cash Collateralization. If on any date the L/C Obligations (including the Dollar Equivalent of any L/C Obligations with respect to a Foreign Currency Letter of Credit) exceed the L/C Sublimit or the L/C Obligations (including the Dollar Equivalent of such Lender's Foreign Currency Letters of Credit) owing to the relevant Issuing Bank would exceed such Issuing Bank's Individual L/C Sublimit, then, in either case, the Borrower shall within three Business Days after notice thereof from the Administrative Agent deposit in a cash collateral account opened by the Administrative Agent an amount in Dollars (or, at the option of the Administrative Agent, in the applicable currency) equal to such excess (in the case of cash collateralization in Dollars of L/C Obligations with respect to any Foreign Currency Letter of Credit, 115% of such excess) plus accrued and unpaid interest thereon. Any cash collateral delivered by the Borrower to the Administrative Agent pursuant to this Section 3.09 shall be maintained by the Administrative Agent in an interest bearing account in the name of the Borrower.

SECTION 3.10. Currency Adjustments.

(a) Notwithstanding anything to the contrary contained in this Agreement, for purposes of calculating any fee in respect of any Letter of Credit in respect of any Business Day, the Administrative Agent shall convert the amount available to be drawn under any Letter of Credit denominated in a currency other than Dollars into ~~an amount of Dollars based upon the Exchange Rate~~ the Dollar Equivalent of such amount.

(b) Notwithstanding anything to the contrary contained in this Article III, prior to demanding any reimbursement from the L/C Participants pursuant to Section 3.04 in respect of any Letter of Credit denominated in a currency other than Dollars, the relevant Issuing Bank shall convert the Borrower's obligations under Section 3.04 to reimburse the Issuing Lender in such currency into an obligation to reimburse the relevant Issuing Bank in Dollars. The Dollar amount of the reimbursement obligation of the Borrower and the L/C Participants shall be computed by the relevant Issuing Bank based upon the ~~Exchange Rate in effect~~ Dollar Equivalent for the day on which such conversion occurs, as determined by the Administrative Agent in accordance with the terms hereof.

SECTION 3.11. Existing Letters of Credit. The Administrative Agent, the Lenders (including any Lender that issued any Existing Letter of Credit) and the Borrower agrees that, notwithstanding the provisions specified in the Existing Letters of Credit, effective as of the Effective Date, the Existing Letters of Credit shall be deemed to have been issued as of the Effective Date and deemed to be maintained under, and to be governed by the terms and conditions of, this Agreement as Letters of Credit as obligations of the Borrower.

ARTICLE IV

Representations and Warranties

The Borrower represents and warrants to the Lenders that:

SECTION 4.01. Organization; Powers. The Borrower and each of the Significant Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

SECTION 4.02. Authorization; Enforceability. The Transactions are within each Loan Party's corporate or organizational powers and authority and have been duly authorized by all necessary corporate or organizational action. The Loan Documents (i) have been duly executed and delivered by each Loan Party that is a party thereto, and (ii) constitute legal, valid and binding obligations of each Loan Party that is a party thereto, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 4.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, and except to the extent that the failure to obtain such consent or approval, or register, file, or take such action, would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Borrower, any Guarantor or any of the Significant Subsidiaries or any order of any Governmental Authority, except such violations of any law, regulation, or order, individually or in the aggregate, that would not reasonably be expected to result in a Material Adverse Effect, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Borrower, any Guarantor or any of the Significant Subsidiaries or their assets, or give rise to a right thereunder to require any payment to be made by the Borrower, any Guarantor or any of the Significant Subsidiaries, in each case (except in the case of any indenture or other agreement governing Material Indebtedness) which would, individually or in the aggregate with such other instances, reasonably be expected to result in a Material Adverse Effect, and (d) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of the Significant Subsidiaries, other than any Liens permitted by Section 7.01.

SECTION 4.04. Financial Statements. The Borrower has heretofore furnished to the Lenders its consolidated balance sheet, and related consolidated statement of income, consolidated statement of cash flows and consolidated statement of changes in stockholders' investment and comprehensive income, and the accompanying notes to such consolidated financial statements, as of and for the fiscal year ended May 31, 2020, reported on by Ernst & Young LLP, independent public accountants. Such financial statements, together with the accompanying notes to such financial statements, present fairly, in all material respects, the consolidated financial condition of the Borrower and its consolidated Subsidiaries as of such date and the results of operation and cash flows of the Borrower and its consolidated Subsidiaries for the year then ended, all in accordance with GAAP.

SECTION 4.05. Taxes. The Borrower and each of its Significant Subsidiaries has filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Significant Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

SECTION 4.06. Litigation and Environmental Matters. (a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Financial Officer, threatened against the Borrower or any of its Significant Subsidiaries (i) that would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters), or (ii) that purport to affect the legality, validity, or enforceability of this Agreement or the other Loan Documents or the transactions contemplated thereby.

(b) Except for the Disclosed Matters and except for any such matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, each of the Borrower and its Significant Subsidiaries (i) is in compliance with all applicable Environmental Laws and has obtained and maintained any permit, license, or other approval currently required under any applicable Environmental Law, (ii) is not subject to any Environmental Liability, and (iii) has not, to its knowledge, received notice of any claim with respect to any Environmental Liability or has knowledge of any event or circumstance that would reasonably be expected to give rise to such a claim.

(c) Since the date of this Agreement, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in a Material Adverse Effect.

SECTION 4.07. Subsidiaries. Schedule 4.07 hereto contains an accurate list of all of the Significant Subsidiaries of the Borrower as of the Effective Date, setting forth their respective jurisdictions of incorporation and the percentage of their respective capital stock owned by the Borrower or other Subsidiaries. All of the issued and outstanding shares of capital stock of such Significant Subsidiaries have been duly authorized and issued and are fully paid and non-assessable.

SECTION 4.08. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, either individually or when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect. The present value of the aggregate benefit liabilities under each Single Employer Plan sponsored, maintained or contributed to by Borrower, or its ERISA Affiliates (determined as of the end of the most recent plan year on the basis of the actuarial assumptions specified for funding purposes in the most recent actuarial valuation for such Single Employer Plan), did not exceed the aggregate current value of the assets of such Single Employer Plan in an amount that could reasonably be likely to result in a Material Adverse Effect.

SECTION 4.09. Compliance with Laws and Agreements. Each of the Borrower and its Significant Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its Property and all indentures, agreements and other instruments binding upon it or its Property, except where the failure to so comply, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

SECTION 4.10. Properties; Liens. The Borrower and each of the Significant Subsidiaries has good title to, or valid leasehold interests in, all its real and personal Property material to its business, except for any such defects that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, and none of such Property is subject to any Lien except as permitted by Section 7.01.

SECTION 4.11. Investment Company Status. Neither the Borrower nor any of its Significant Subsidiaries is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 4.12. Anti-Corruption Laws and Sanctions. The Borrower has implemented and maintains in effect policies and procedures reasonably designed to achieve compliance in all material respects by the Borrower, its Subsidiaries and their respective directors, officers, employees and, to the extent acting on behalf of Borrower or its Subsidiaries, agents with applicable Anti-Corruption Laws and applicable Sanctions. None of (a) the Borrower, any Subsidiary or to the knowledge of the Borrower or such Subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, or use of proceeds from either will be used, directly, or to the knowledge of the Borrower, indirectly, to (a) make any offer, payment or give anything else of value to any person in violation of applicable Anti-Corruption Laws or (b) finance or facilitate any activity which violates applicable Sanctions.

SECTION 4.13. Patriot Act Compliance. Each of the Borrower and its Significant Subsidiaries is in compliance with applicable provisions of the Patriot Act, except where the failure to so comply, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 4.14. Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

ARTICLE V

Conditions

SECTION 5.01. Effective Date. The amendment and restatement of the Existing Revolving Credit Facility and the obligations of the Lenders to make Loans and issue or participate in Letters of Credit shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 10.01):

- (a) The Administrative Agent (or its counsel) shall have received (i) from each party hereto either a counterpart of this Agreement signed on behalf of such party or written evidence satisfactory to the Administrative Agent (which may include telecopy transmission or electronic mail of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement, and (ii) the Guarantee Agreement, executed and delivered by each Subsidiary set forth on Schedule 10.14 hereto.
- (b) The Existing Required Lenders shall have consented to the Agreement.
- (c) The Lenders shall have received a written opinion from counsel to the Borrower, substantially in the form of Exhibit D.

(d) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Borrower and the domestic Significant Subsidiaries and the authorization of the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(e) The Administrative Agent shall have received a certificate, dated as of the Effective Date and signed by the President, Chief Executive Officer, or a Financial Officer of the Borrower, stating that (a) the representations and warranties contained in Article IV hereof are true and correct on and as of the Effective Date, and (b) as of the Effective Date, no Default has occurred and is continuing.

(f) Since May 31, 2020, there has been no change in the business, Property, financial condition or results of operations of the Borrower and its consolidated Subsidiaries taken as a whole which would reasonably be expected to have a Material Adverse Effect, and the Administrative Agent shall have received a certificate to that effect, dated as of the Effective Date and signed by the President, Chief Executive Officer, or a Financial Officer of the Borrower.

(g) (i) The Administrative Agent shall have received all fees required to be paid hereunder on or prior to the Effective Date and all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder for which invoices have been presented to the Borrower and (ii) the Borrower shall have paid all other amounts due to the Existing Lenders (including the outstanding principal amount of and interest accrued on Existing Loans) in respect of Indebtedness outstanding under the Existing Revolving Credit Facility.

(h) The Administrative Agent shall have received one Business Day prior to the Effective Date all documentation and other information with respect to the Borrower and the Guarantors as required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

(i) The Administrative Agent shall have received evidence satisfactory to it that the 364-Day Credit Agreement shall have been executed and delivered by all parties thereto and that all conditions precedent to the effectiveness thereof shall have been satisfied or waived.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 10.01) at or prior to 5:00 p.m., New York City time, on March 16, 2021 (and, in the event such conditions are not so satisfied or waived, the Commitments shall terminate at such time).

SECTION 5.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing and issue or participate in Letters of Credit is subject to the satisfaction of the following conditions:

- (a) The representations and warranties of the Borrower set forth in Article IV hereof shall be true and correct on and as of the date of such Borrowing (except to the extent that any such representation or warranty expressly relates to a specified earlier date, in which case such representation or warranty shall be true and correct as of such earlier date).
- (b) At the time of and immediately after giving effect to such Borrowing no Default shall have occurred and be continuing.

Each Borrowing by and issuance of a Letter of Credit on behalf of the Borrower shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section 5.02.

ARTICLE VI

Affirmative Covenants

Until the Commitments have expired or been terminated, the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and no Letter of Credit remains outstanding (unless such Letters of Credit have been cash collateralized pursuant to the terms hereof) the Borrower covenants and agrees with the Lenders that:

SECTION 6.01. Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent and each Lender:

(a) within fifteen (15) days after the same are required to be filed with the SEC (or, to the extent no longer required to be filed with the SEC, within ninety (90) days after the end of each fiscal year of the Borrower), its audited consolidated balance sheet and related consolidated statements of income, cash flows and changes in stockholders' investment and comprehensive income as of the end of and for each fiscal year of the Borrower, setting forth in each case the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) (it being understood that the filing of such financial statements with the SEC shall constitute delivery thereof to the Administrative Agent and each Lender);

(b) within fifteen (15) days after the same are required to be filed with the SEC (or, to the extent no longer required to be filed with the SEC, within forty-five (45) days after the end of each of the first three (3) fiscal quarters of each fiscal year of the Borrower), an unaudited condensed consolidated balance sheet and related condensed consolidated statements of income and cash flows as of the end of and for each of the first three (3) fiscal quarters of each fiscal year of the Borrower and the then elapsed portion of the fiscal year, setting forth in each case the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, and, solely in the event such financial statements are no longer required to be filed with the SEC, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis as of, and for, such periods in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes (it being understood that the filing of such financial statements with the SEC shall constitute delivery thereof to the Administrative Agent and each Lender);

(c) concurrently with, or within ten (10) days after, any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Borrower (i) certifying as to whether a Default or Event of Default has occurred and, if a Default or Event of Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, and (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.09, which certificate shall be substantially in the form of Exhibit H hereto;

(d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and prospectuses filed by the Borrower, any Guarantor or any Significant Subsidiary with the SEC (it being understood that the filing of such documents with the SEC shall constitute delivery thereof to the Administrative Agent and each Lender); and

(e) as promptly as reasonably practicable following any request therefor, such other information (including relevant non-financial information) as the Administrative Agent or any Lender may from time to time reasonably request.

SECTION 6.02. Use of Proceeds. The proceeds of the Loans and Letters of Credit will be used only for general corporate purposes, including acquisitions. No part of the proceeds of any Loan or Letter of Credit will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Board, including Regulation U, to the extent applicable. If requested by any Lender or the Administrative Agent in connection with or immediately following a drawing, the Borrower will furnish to the Administrative Agent and each such requesting Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1, as applicable, referred to in Regulation U.

SECTION 6.03. Notice of Material Events. The Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the occurrence of any Default or Event of Default or any other development that results in, or would reasonably be expected to result in, a Material Adverse Effect. Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 6.04. Existence; Conduct of Business. Except as permitted by Section 7.02, the Borrower will, and will cause each Significant Subsidiary to do all things necessary to preserve and maintain its legal existence and the rights, licenses, permits, privileges, and franchises material to the conduct of its business, except where the failure to maintain any such rights, licenses, permits, privileges, and franchises would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 6.05. Payment of Taxes. The Borrower will, and will cause each Subsidiary to, pay and discharge all taxes, assessments, and governmental charges or levies imposed upon it or upon its income or profits, or upon any Property belonging to it, except where failure to do any of the foregoing would not have a Material Adverse Effect and provided that neither the Borrower nor a Subsidiary shall be required to pay any such tax, assessment, charge, or levy the payment of which is being contested in good faith and by appropriate proceedings and as to which appropriate reserves are being maintained in accordance with GAAP.

SECTION 6.06. Compliance with Laws. The Borrower will, and will cause each of its Significant Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its Property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. The Borrower will maintain in effect and enforce policies and procedures reasonably designed to achieve compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents acting on behalf of the Borrower or its Subsidiaries, with applicable Anti-Corruption Laws and applicable Sanctions.

SECTION 6.07. Maintenance of Properties; Insurance. The Borrower will, and will cause each of its Significant Subsidiaries to, (a) keep and maintain all Property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where failure to do so would not reasonably be expected to have a Material Adverse Effect, and (b) maintain, with financially sound and reputable insurance companies, insurance on its Property in such amounts and against such risks as are consistent with prudent business practice, and the Borrower will furnish to any Lender upon request full information as to the insurance carried.

SECTION 6.08. Books and Records; Inspection Rights. The Borrower will, and will cause each of its Significant Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each of its Significant Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, but no more than once a year unless an Event of Default has occurred and is continuing, to visit and inspect its Properties (subject to such limitations as the Borrower may reasonably impose to ensure safety or compliance with any applicable legal or contractual restrictions or obligations), to examine and make extracts from its books of accounts and other financial records (to the extent reasonable), and to discuss its affairs, finances and condition with its officers and independent accountants (to the extent reasonable), all at such reasonable times and intervals as the Lenders may designate.

SECTION 6.09. Leverage. The Borrower will maintain, on the last day of each fiscal quarter of Borrower ended after the Effective Date, a ratio of (a) Consolidated Total Debt on such day to (b) Consolidated EBITDA as at the last day of any period of four consecutive fiscal quarters of the Borrower of not more than 3.50 to 1.00.

ARTICLE VII

Negative Covenants

Until the Commitments have expired or been terminated, the principal of and interest on each Loan and all fees payable hereunder has been paid in full and no Letter of Credit remains outstanding (unless such Letters of Credit have been cash collateralized pursuant to the terms hereof) the Borrower covenants and agrees with the Lenders that:

SECTION 7.01. Liens. The Borrower will not, nor will it permit any consolidated Subsidiary to, create, incur, assume or suffer to exist, any Lien on any of its Property or assets now owned or hereafter acquired (other than Unrestricted Margin Stock), except:

(a) Liens which may be hereafter created to secure payment of the Obligations;

(b) Liens incurred or deposits or pledges, made in the ordinary course of business, to secure payment of workers' compensation, unemployment insurance, old age pensions, or other social security obligations;

(c) Liens incurred or deposits or pledges, made in the ordinary course of business, to secure performance of bids, tenders, contracts (other than contracts for Indebtedness), leases, public, or statutory obligations, surety bonds, appeal bonds, or other Liens or deposits or pledges for purposes of like general nature made in the ordinary course of business;

(d) Deposits or pledges for the purpose of securing an appeal, stay or discharge in the course of legal proceedings, or Liens for judgments or awards which were not incurred in connection with Indebtedness or the obtaining of advances or credits; provided such deposits, pledges and Liens do not, in the aggregate for the Borrower and the consolidated Subsidiaries, materially detract from the value of their assets or Properties or materially impair the use thereof in the ordinary course of business and such appeal, judgment or award, as the case may be, is being diligently contested or litigated in good faith by appropriate proceedings; provided further, there has been set aside on the books of the Borrower or the consolidated Subsidiaries, as the case may be, reserves in accordance with GAAP with respect thereto; and provided further execution is not levied upon any such judgment or award;

(e) Liens for taxes, fees, assessments and governmental charges not delinquent or which are being contested in good faith by appropriate proceedings, provided there has been set aside on the books of the Borrower or the consolidated Subsidiaries, as the case may be, adequate reserves in accordance with GAAP with respect thereto; and provided further, execution is not levied upon any such Lien;

(f) Mechanics', carriers', workers', repairmen's or other like Liens arising in the ordinary course of business securing obligations which are not overdue for a period of more than ninety (90) calendar days, or which are being contested in good faith by appropriate proceedings; provided there has been set aside on the books of the Borrower and the consolidated Subsidiaries, as the case may be, adequate reserves in accordance with GAAP with respect thereto; and provided further, execution is not levied upon any such Lien;

(g) Lessors' interests under capital leases;

(h) Liens on Property acquired or constructed with the proceeds of any tax-exempt bond financing to secure such financing;

(i) Liens securing Indebtedness of a consolidated Subsidiary to the Borrower or any Guarantor or, in the case of Indebtedness of a consolidated Subsidiary which is not a Guarantor, to any consolidated Subsidiary which is not a Guarantor;

(j) Liens existing on the Property of a corporation or other business entity immediately prior to its being consolidated with or merged into the Borrower or a consolidated Subsidiary or its becoming a consolidated Subsidiary, or Liens existing on any Property acquired by the Borrower or a consolidated Subsidiary at the time such is so acquired (whether or not the Indebtedness secured thereby shall have been assumed), provided that (i) no such Lien was created or assumed in contemplation of such consolidation or merger or such entity's becoming a consolidated Subsidiary or such acquisition of Property, and (ii) each such Lien shall only cover the acquired Property and, if required by the terms of the instrument originally creating such Lien, Property which is an improvement to or is acquired for specific use in connection with such acquired Property;

(k) Liens on Flight Equipment acquired on or after the date of this Agreement which (i) secure the payment of all or any part of the purchase price of such Flight Equipment or improvements thereon or modifications thereto, (ii) are limited to the Flight Equipment so acquired and improvements thereon or modifications thereto, and (iii) attach to such Flight Equipment within one (1) year after the acquisition, improvement, or modification of such Flight Equipment;

(l) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(m) Zoning, building or other restrictions, variances, covenants, rights of way, encumbrances, easements, and other minor irregularities in title, none of which, individually or in the aggregate, (i) interfere in any material respect with the present use or occupancy of the affected parcel by the Borrower or any Subsidiary, (ii) have no more than an immaterial effect on the value thereof or its use, or (iii) would impair the ability of such parcel to be sold for its present use;

(n) Liens arising solely by virtue of (i) any law or regulation relating to banker's liens, or (ii) rights of set-off or similar rights and remedies, in each case as to deposit accounts or other funds maintained with a creditor depository institution;

(o) Liens to secure Indebtedness for the purpose of financing all or any part of the purchase price or the cost of construction or improvement of the Property subject to such Lien; provided, however, that (i) the principal amount of any Indebtedness secured by such Lien does not exceed one hundred percent (100%) of such purchase price or cost, and (ii) such Lien does not extend to or cover any other Property other than such item of Property so acquired, constructed, or improved;

(p) Liens arising out of the refinancing, extension, renewal or refunding of any Indebtedness secured by any Lien permitted by clauses (h), (j), (k), and (o) of this Section 7.01; provided that such Indebtedness is not increased and is not secured by any additional assets;

(q) Liens incurred or deposits or pledges made for the purpose of complying with any cash collateralization requirements resulting from defaults by lenders under any syndicated letter of credit facility the Borrower may have in place from time to time;

(r) Liens not otherwise permitted by Sections 7.01(a) through (q); provided that, as of the date any Lien is incurred and as of the end of each fiscal quarter of the Borrower ending after February 28, 2021, the sum of (i) the aggregate principal amount of all outstanding Long Term Debt of the consolidated Subsidiaries which are not Guarantors (excluding the Current Maturities of any such Long Term Debt and any Long Term Debt of a consolidated Subsidiary owing to the Borrower or another consolidated Subsidiary that is a Guarantor), plus (ii) the aggregate principal amount of all outstanding Long Term Debt of the Borrower or any Guarantor (excluding the Current Maturities of any such Long Term Debt and any Long Term Debt of a consolidated Subsidiary owing to the Borrower or another consolidated Subsidiary that is a Guarantor) which is secured as permitted by this Section 7.01(r), does not exceed eight percent (8%) of Consolidated Adjusted Total Assets.

SECTION 7.02. Merger and Consolidation. The Borrower will not, nor will it permit any consolidated Subsidiary to, merge with or into, or consolidate, or consummate a Division as the Dividing Person, or enter into any analogous transaction with, any other Person, or sell all or substantially all of the assets of the Borrower and its consolidated Subsidiaries taken as a whole, except:

(a) Any consolidated Subsidiary or other corporation or entity may merge with or into, or consolidate or enter into any analogous transaction with, the Borrower, provided that, immediately after giving effect to any such merger or consolidation, (i) the Borrower shall be the continuing or surviving corporation, and (ii) no Default or Event of Default shall exist;

(b) Any consolidated Subsidiary may merge with or into, or consolidate or enter into any analogous transaction with, any consolidated Subsidiary so long as, immediately after giving effect thereto, no Default or Event of Default shall exist;

(c) The Borrower or any consolidated Subsidiary may transfer its assets to the Borrower or any consolidated Subsidiary, so long as immediately after giving effect thereto, no Default or Event of Default shall exist;

(d) Any corporation or other entity may merge with or into, or consolidate or enter into any analogous transaction with, any consolidated Subsidiary, so long as immediately after giving effect to any such merger or consolidation, (i) the continuing or surviving entity shall be a consolidated Subsidiary, and (ii) no Default or Event of Default shall exist;

(e) Any consolidated Subsidiary that is not a Significant Subsidiary may merge with or into, or consolidate, or enter into any analogous transaction with, any Person if the primary purpose of such transaction is to discontinue the existence of such consolidated Subsidiary or dispose of such consolidated Subsidiary, so long as immediately after giving effect thereto, no Default or Event of Default shall exist; and

(f) Any Specified Guarantor, other Guarantor, Significant Subsidiary or other Subsidiary that is an LLC or a limited partnership may consummate a Division as the Dividing Person if, immediately upon the consummation of such Division, the assets of the applicable Dividing Person are held by (i) in the case of a Dividing Person that was a Specified Guarantor immediately prior to the consummation of such Division, one or more Specified Guarantors immediately upon the consummation of the such Division (ii) in the case of a Dividing Person that was such other Guarantor immediately prior to the consummation of such Division, one or more Guarantors immediately upon the consummation of the such Division, (iii) in the case of a Dividing Person that was a Significant Subsidiary immediately prior to the consummation of such Division, one or more Significant Subsidiaries immediately upon the consummation of the such Division or (iv) in the case of a Dividing Person that was such other Subsidiary immediately prior to the consummation of such Division, one or more Subsidiaries immediately prior to the consummation of such Division, or, with respect to assets not so held by one or more Specified Guarantors, other Guarantors, Significant Subsidiaries or other Subsidiaries, respectively the sale, transfer or other disposition of such assets would otherwise be permitted under this Agreement.

SECTION 7.03. Clauses Restricting Significant Subsidiary Distributions. The Borrower will not permit any of its Significant Subsidiaries to enter into any agreement, instrument, or indenture that, directly or indirectly, prohibits or restricts such Significant Subsidiary from any of the following if such prohibition or restriction would materially and adversely affect the ability of any Loan Party to comply with its obligations under any Loan Document to which it is a party:

- (a) incurring or paying any Indebtedness owed to the Borrower or any other Significant Subsidiary;
- (b) granting any Liens;
- (c) declaring or paying dividends; and
- (d) making loans, advances or other investments to or in the Borrower or any other Significant Subsidiary;

provided that nothing in this Section 7.03 shall prohibit (i) restrictions and conditions imposed by law or by this Agreement; (ii) restrictions and conditions existing on the date hereof (but not any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary, provided such restrictions and conditions apply only to the Subsidiary that is to be sold, (iv) restrictions or conditions applicable to Property or assets securing Indebtedness permitted by this Agreement, and (v) customary provisions in leases and other contracts restricting the assignment thereof and customary transfer restrictions and rights of first refusal in shareholders' agreements, to the extent such provisions, restrictions, or rights are in existence on the date hereof or consistent with past practice.

SECTION 7.04. Subsidiary Indebtedness. The Borrower will not permit any of its Subsidiaries to create and issue any unsecured notes or debentures (other than to the Borrower or a consolidated Subsidiary).

SECTION 7.05. Use of Proceeds. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not directly, or knowingly, indirectly, use, and shall procure that its Subsidiaries and its or their respective directors, officers and employees and agents acting on behalf of Borrower or its Subsidiaries in connection with this Agreement shall not use the proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any applicable Anti-Corruption Laws, or (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country to the extent such activities, business or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or in a European Union member state.

ARTICLE VIII

Events of Default

If any of the following events (“Events of Default”) shall occur:

(a) the Borrower fails to pay any principal of any Loan or Reimbursement Obligation when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower fails to pay any interest on any Loan, Reimbursement Obligation or any fee or any other amount (other than an amount referred to in paragraph (a) of this Article VIII) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Subsidiary in or in connection with this Agreement or any amendment or modification hereof, or in any certificate furnished pursuant to or in connection with this Agreement or any amendment or modification hereof, prove to have been incorrect in any material respect when made or deemed made;

(d) the Borrower fails to observe or perform any covenant, condition, or agreement contained in Sections 6.02, 6.03, 6.09, 7.01 or 7.02;

(e) the Borrower fails to observe or perform any covenant, condition, or agreement contained in this Agreement (other than those specified in paragraphs (a), (b), (c), or (d) of this Article VIII), and such failure shall continue unremedied for a period of thirty (30) days after written notice thereof to the Borrower from the Administrative Agent or any Lender;

(f) the Borrower or any Significant Subsidiary fails to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable, after giving effect to any applicable grace period;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time, or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption, or defeasance thereof, prior to its scheduled maturity; provided that this paragraph (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the Property or assets securing such Indebtedness and (ii) secured Indebtedness that becomes due in accordance with its terms as a result of the voluntary or involuntary sale, transfer, or disposition of the Property or assets securing such Indebtedness;

(h) an involuntary proceeding is commenced or an involuntary petition is filed seeking (i) liquidation, reorganization, or other relief in respect of the Borrower or any Significant Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state, or foreign bankruptcy, insolvency, receivership, or similar law now or hereafter in effect, or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator, or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Significant Subsidiary (i) voluntarily commences any proceeding or files any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article VIII, (iii) applies for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, (iv) files an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) makes a general assignment for the benefit of creditors, or (vi) takes any action for the purpose of effecting any of the foregoing;

(j) the Borrower or any Significant Subsidiary fails to pay, or admits in writing its inability to pay, its debts generally as they become due;

(k) the guarantee of any Significant Subsidiary contained in its respective Guarantee Agreement ceases, for any reason, to be in full force and effect or the Borrower or such Significant Subsidiary so asserts;

(l) the Borrower or any Significant Subsidiary fails within forty-five (45) days to pay, bond or otherwise discharge any judgment or order for the payment of money in excess of \$200,000,000, which is not stayed on appeal or otherwise being appropriately contested in good faith;

(m) an ERISA Event has occurred that, when taken together with all other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect; or

(n) a Change of Control occurs;

then, and in every such event (other than an event with respect to the Borrower described in paragraphs (h) or (i) of this Article VIII), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be

declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder), shall become due and payable immediately, without presentment, demand, protest, or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in paragraphs (h) or (i) of this Article VIII, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder), shall automatically become due and payable, without presentment, demand, protest, or other notice of any kind, all of which are hereby waived by the Borrower. With respect to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount in Dollars (or, at the option of the Administrative Agent, in the applicable currency) equal to the aggregate then undrawn and unexpired amount of such Letters of Credit (in the case of cash collateralization in Dollars of any Foreign Currency Letters of Credit, 115% of such amount). Amounts held in such cash collateral account shall be maintained by the Administrative Agent in an interest bearing account in the name of the Borrower and shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder and under the other Loan Documents. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower hereunder and under the other Loan Documents shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto). Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

If, within fourteen (14) days after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans hereunder as a result of any Default (other than any Default as described in paragraphs (h) or (i) of this Article VIII) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Required Lenders (in their sole discretion) shall so direct, the Administrative Agent shall, by notice to the Borrower, rescind and annul such acceleration and/or termination, provided that the Borrower certifies to the Lenders to their satisfaction that, upon giving effect to such rescission, no other Indebtedness of the Borrower shall be accelerated by virtue of a cross-default or cross-acceleration to Indebtedness under this Agreement.

ARTICLE IX

The Agents

SECTION 9.01. Appointment. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations, or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

SECTION 9.02. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

SECTION 9.03. Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact, or Affiliates shall be (i) liable to any Lender for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct), or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations, or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement, or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability, or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party that is a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the Properties, books or records of any Loan Party.

SECTION 9.04. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex, or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

SECTION 9.05. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

SECTION 9.06. **SECTION 9.06.** Acknowledgements of Lenders and Issuing Banks. (a) Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact, or Affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any Affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, Property, financial, and other condition and creditworthiness of the Loan Parties and their Affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, Property, financial, and other condition and creditworthiness of the Loan Parties and their Affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, Property, condition (financial or otherwise), prospects, or creditworthiness of any Loan Party or any Affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact, or Affiliates.

(b) (i) Each Lender and Issuing Bank hereby agrees that (x) if the Administrative Agent notifies such Lender or Issuing Bank that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or Issuing Bank from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a “Payment”) were erroneously transmitted to such Lender or Issuing Bank (whether or not known to such Lender or Issuing Bank), and demands the return of such Payment (or a portion thereof), such Lender or Issuing Bank shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or Issuing Bank to the date such amount is repaid to the Administrative Agent at the greater of the New York Fed Bank Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender or Issuing Bank shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on “discharge for value” or any similar doctrine. A notice of the Administrative Agent to any Lender or Issuing Bank under this Section 9.06(b) shall be conclusive, absent manifest error.

(ii) Each Lender and Issuing Bank hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a “Payment Notice”) or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender or Issuing Bank agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or Issuing Bank shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or Issuing Bank to the date such amount is repaid to the Administrative Agent at the greater of the New York Fed Bank Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) The Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or Issuing Bank that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or Issuing Bank with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party.

(iv) Each party’s obligations under this Section 9.06(b) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or Issuing Bank, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

SECTION 9.07. Indemnification. The Lenders agree to indemnify each Agent in its capacity as such (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section 9.07 (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements that are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The agreements in this Section 9.07 shall survive the payment of the Loans and all other amounts payable hereunder. The respective obligations of the Lenders under this Agreement are several and not joint, and no Lender shall be responsible for the failure of any other Lender to satisfy its obligations hereunder.

SECTION 9.08. Agent in Its Individual Capacity. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

SECTION 9.09. Successor Administrative Agent. (a) The Administrative Agent may resign as Administrative Agent upon ten (10) days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under paragraph (a) of Article VIII or paragraph (i) of Article VIII with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers, and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers, and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is thirty (30) days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Article IX shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

(b) The Administrative Agent agrees that in the event it shall fail to fund its portion of any Borrowing within three (3) Business Days of the date on which it shall have been required to fund same, it shall cooperate in good faith with efforts by the Borrower to replace it with a successor administrative agent that is satisfactory to the Required Lenders and the Borrower (including resigning in connection with such replacement).

SECTION 9.10. Documentation Agents and Syndication Agent. None of the Documentation Agents or the Syndication Agent shall have any duties or responsibilities hereunder in its capacity as such.

SECTION 9.11. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments, or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

ARTICLE X

Miscellaneous

SECTION 10.01. Amendments and Waivers. (a) None of this Agreement, any other Loan Document, or any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.01. The Required Lenders and each Loan Party that is party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party that is party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding, deleting or modifying any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder, or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) forgive the principal amount or extend the final scheduled date of maturity of any Loan or Letter of Credit, reduce the stated rate of any interest or fee payable hereunder (except (x) in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Required Lenders), and (y) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly affected thereby; (ii) eliminate or reduce the voting rights of any Lender under this Section 10.01 without the written consent of such Lender; (iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, or release the Guarantee Agreement or any Guarantor that is guaranteeing any public debt securities issued by the Borrower from its obligations under the Guarantee Agreement, in each case without the written consent of all Lenders (except for releases of Guarantors (other than any Specified Guarantor) in connection with any transaction otherwise expressly permitted to be consummated pursuant to this Agreement which releases, notwithstanding anything herein to the contrary, shall be governed by Section 10.14(d)); (iv) amend, modify or waive any provision of Section 2.15 without the written consent of the Lenders adversely affected thereby; (v) amend, modify or waive any provision of Article IX without the written consent of the Administrative Agent or (vi) amend, modify or waive any provision of Article III without the written consent of the Issuing Banks. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon. Notwithstanding anything to the contrary contained herein, as to any amendment, amendment and restatement or other modifications otherwise approved in accordance with this Section 10.01, it shall not be necessary to obtain the consent or approval of any Lender that, upon giving effect to such amendment, amendment and restatement or other modification, would have no Commitments or outstanding Loans so long as such Lender receives payment in full of the principal of and interest accrued on each Loan made by, and all other amounts owing to, such Lender or accrued for the account of such Lender under this Agreement and the other Loan Documents at the time such amendment, amendment and restatement or other modification becomes effective.

(b) Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent, and the Borrower (i) to add one (1) or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and extensions of credit and the accrued interest and fees in respect thereof, and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

(c) Notwithstanding anything to the contrary in the foregoing, any provision of this Agreement may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent to cure any ambiguity, omission, mistake, defect or inconsistency, it being agreed that the Administrative Agent shall provide the Lenders at least five Business Days' prior written notice of such amendment, and any such amendment shall be deemed approved by the Lenders unless the Administrative Agent shall have received, within five Business Days of the date that a draft of such amendment is provided to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment.

SECTION 10.02. Notices. (a) All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by electronic mail), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three (3) Business Days after being deposited in the mail, postage prepaid, or, in the case of electronic mail notice, when received, addressed as follows in the case of the Borrower and the Administrative Agent, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified in writing by the respective parties hereto:

Borrower:

FedEx Corporation
942 S. Shady Grove Road
Memphis, Tennessee 38120
Attention: Treasurer
Telecopy: (901) 818-7248
Telephone: (901) 818-7121

with a copy to:

FedEx Corporation
942 S. Shady Grove Road
Memphis, Tennessee 38120
Attention: General Counsel
Telecopy: (901) 818-7590
Telephone: (901) 818-7588

Administrative Agent:

With respect to Revolving Loans:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana ~~Rd~~
NCC5 / 1st Floor
Newark, DE 19713 ;
Attention: ~~Matthew Reed / Jane Dresback~~ Loan & Agency Services Group
Tel: +13129549582
Email: zohaib.nazir@chase.com
Telephone: (302) 634-4684 / (302) 634-1704
Agency Withholding Tax Inquiries:
Email:
Loan_and_agency_London_tax.reporting@jpmorgan.com

Agency Compliance/Financials/Intralinks:
Email: covenant.compliance@jpmchase.com

JPMorgan Chase Bank, N.A.
10420 Highland Manor Dr. 4th Floor
Tampa, FL 33610
Attention: Standby LC Unit
Tel: 800-364-1969
Fax: 856-294-5267
Email: GTS.Client.Services@jpmchase.com

With a copy to:

With respect to each Borrowing Request or Compliance Certificate delivered pursuant to Section 6.01(c), a copy to:

JPMorgan Chase Bank, N.A.
8181 Communications Pkwy
Plano, TX 75024
Attention: Jono Bennett
Telephone: (972) 324-9048
Email: jonathan.r.bennett@jpmorgan.com
JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd.
NCC5 / 1st Floor
Newark, DE 19713
Attention: Loan & Agency Services Group
Tel: +13129549582
Email: zohaib.nazir@chase.com

Issuing Banks:

If to JPMorgan Chase Bank as Issuing Bank:

JPMorgan Chase Bank, N.A.
10420 Highland Manor Drive, Floor 4
Tampa, Florida 33610
Attention of Standby LC Dept.
Telecopy: (813) 432-5161
Telephone: (813) 432-1210

If to Bank of America, N.A. as Issuing Bank:

Bank of America, N.A.
Standby Letters of Credit
1 Fleet Way
PA6-580-02-30
Scranton, PA 18507
Attention: Scranton Standby
Telecopy: (212) 548-8894
Telephone: (800) 370-7519
Email: Scranton_Standby_LC@BankofAmerica.com

with a copy to:
JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road
Newark, DE 19713,
Attention: Dina Scarfo
Telecopy: (302) 634-4250
Telephone: (302) 634-1903

If to The Bank of Nova Scotia as Issuing Bank:

The Bank of Nova Scotia
Global Banking and Markets
720 King Street West, 2nd Floor
Toronto, Ontario, Canada M5V 2T3
Attention: Varghese Thomas
Telecopy: (416) 866-4238
Telephone: (212) 225-5709
Email: GWSLC_USCorp@scotiabank.com

with a copy to:
JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road
Newark, DE 19713,
Attention: Dina Scarfo
Telecopy: (302) 634-4250
Telephone: (302) 634-1903

If to Citibank, N.A. as Issuing Bank:

Citibank, N.A.
3800 Citibank Center, Building B, 3rd Floor
Tampa, Florida 33610
Attention: U.S. Standby Unit
Telecopy: (813) 604-7187
Telephone: (866) 945-6284
Email:US.STANDBY@CITI.COM

with a copy to:
JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road
Newark, DE 19713,
Attention: Dina Scarfo
Telecopy: (302) 634-4250
Telephone: (302) 634-1903

If to Wells Fargo Bank, National Association as Issuing Bank:

Wells Fargo Bank, National Association
90 South 7th street-15th floor
N9305-077
Minneapolis, MN 55402
Attention: Heather Redmann
Telecopy: (612) 667-4145
Telephone: (612) 316-3414
Email: Heather.a.redmann@wellsfargo.com

with a copy to:
JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road
Newark, DE 19713,
Attention: Dina Scarfo
Telecopy: (302) 634-4250
Telephone: (302) 634-1903

provided that any notice, request or demand to or upon the Administrative Agent or the Lenders shall not be effective until received.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

SECTION 10.03. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent, Borrower, or any Lender, any right, remedy, power, or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.

SECTION 10.04. Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document or certificate delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

SECTION 10.05. Payment of Expenses and Taxes; Indemnity; Limitation of Liability; Etc.

(a) Payment of Expenses and Taxes; Indemnity: The Borrower agrees (a) to pay or reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees and disbursements of counsel to the Administrative Agent as separately agreed by the Administrative Agent and the Borrower, and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Effective Date (in the case of amounts to be paid on the Effective Date) and from time to time thereafter on a quarterly basis or such other periodic basis as the Administrative Agent shall deem appropriate, (b) to pay or reimburse each Lender, the Issuing Banks and the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the reasonable fees and disbursements of counsel to each Lender, the Issuing Banks and of counsel to the Administrative Agent, (c) to pay, indemnify, and hold each Lender, the Issuing Banks and the Administrative Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to stamp, excise, and other taxes, if any, that are payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement, or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender, the Agents, the Issuing Banks and the Administrative Agent and their respective officers, directors, employees, affiliates, and agents (each, an "Indemnitee") harmless from and against any and all Liabilities with respect to the execution, delivery, enforcement, performance, and administration of and any action taken in connection with this Agreement and the other Loan Documents, including any of the foregoing relating to the payment of principal, interest, and fees, the use of proceeds of the Loans or Letters of Credit (including any refusal by the Issuing Banks to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit) or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Borrower, any Guarantor or any Subsidiary or any of their respective Properties, any Environmental Liability, and the reasonable fees and expenses of legal counsel actually incurred in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this paragraph (d), collectively, the "Indemnified Liabilities"), provided, that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnitee. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs, and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee.

(b) Limitation of Liability: To the extent permitted by applicable law (i) the Borrower and its Subsidiaries shall not assert, and the Borrower and its Subsidiaries hereby waive, any claim against the Administrative Agent, any Syndication Agent, any Documentation Agent and any Lender, and any Related Party of any of the foregoing Persons (each such Person being called a “Lender-Related Person”) for any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet), and (ii) no party hereto shall assert, and each such party hereby waives, any Liabilities against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the transactions contemplated by this Agreement or any other Loan Document, any Loan or the use of the proceeds thereof; provided that, nothing in this Section 10.05(b) shall relieve the Borrower and each of its Subsidiaries of any obligation it may have to indemnify an Indemnitee, as provided in Section 10.05(a), against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(c) Payments: All amounts due under this Section 10.05 shall be payable not later than thirty (30) days after written demand therefor, which shall set forth in reasonable detail the nature, basis and description of such Indemnified Liability. Statements payable by the Borrower pursuant to this Section 10.05 shall be submitted to FedEx Corporation, Attn: Treasurer (Telephone No. (901) 818-7121; Telecopy No. (901) 818-7248), at the address of the Borrower set forth in Section 10.02, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 10.05 shall survive repayment of the Loans and all other amounts payable hereunder.

SECTION 10.06. Successors and Assigns; Participations and Assignments. (a) This Agreement shall be binding upon and inure to the benefit of the Borrower, the Lenders, the Issuing Banks (including any affiliate of an Issuing Bank that issues any Letter of Credit), the Administrative Agent, all future holders of the Loans and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender.

(b) Any Lender other than any Conduit Lender may, without the consent of the Borrower or the Administrative Agent, in accordance with applicable law, at any time sell to one (1) or more banks, financial institutions or other entities (each, a “Participant”) participating interests in any Loan owing to such Lender, any Commitment of such Lender or any other interest of such Lender hereunder and under the other Loan Documents, provided that, no Lender shall sell its participating interests to the Borrower or any Affiliate of the Borrower. In the event of any such sale by a Lender of a participating interest to a Participant, such Lender’s obligations under this Agreement to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any such Loan for all purposes under this Agreement and the other Loan Documents, and the Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement and the other Loan Documents. In no event shall any Participant under any such participation have any right to approve any amendment or waiver of any provision of any Loan Document, or any consent to any departure by any Loan Party therefrom, except to the extent that such amendment, waiver or consent would reduce the principal of, or interest on, the Loans or any fees payable hereunder, or postpone the date of the final maturity of the Loans, in each case to the extent subject to such participation. The Borrower agrees that if amounts outstanding under this Agreement and the Loans are due or unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall, to the maximum extent permitted by applicable law, be deemed to have the right of setoff in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement, provided that, in purchasing such participating interest, such Participant shall be deemed to have agreed to share with the Lenders the proceeds thereof as provided in Section 10.07(a) as fully as if it were a Lender hereunder. The Borrower also agrees that each Participant shall be entitled to the benefits of Sections 2.12, 2.13 and 2.14 with respect to its participation in the Commitments and the Loans outstanding from time to time as if it were a Lender; provided that, in the case of Sections 2.13 and 2.14, such Participant shall have complied with the requirements of said Sections as if it were a Lender (it being understood that the documentation required under Section 2.14(f) shall be delivered to the participating Lender); and provided, further, that no Participant shall be entitled to receive any greater amount pursuant to any such Section than the transferor Lender would have been entitled to receive in respect of the amount of the participation transferred by such transferor Lender to such Participant had no such transfer occurred, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower (but without giving rise to any fiduciary obligation of any kind to the Borrower), maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the Loans or other obligations under this Agreement (the “Participant Register”); provided, however, that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant’s interest in any Commitments, Loans, letters of credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender and the Issuing Banks shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for purposes of this Agreement notwithstanding any notice to the contrary.

(c) Any Lender other than any Conduit Lender (an “Assignor”) may, in accordance with applicable law, at any time and from time to time assign to any Lender (other than any Defaulting Lender) or any Lender Affiliate or, with the consent of the Borrower and the Administrative Agent (which, in each case, shall not be unreasonably withheld or delayed), to an additional bank, financial institution or other entity (an “Assignee”) all or any part of its rights and obligations under this Agreement and the other Loan Documents pursuant to an Assignment and Acceptance, executed by such Assignee, such Assignor and any other Person whose consent is required pursuant to this paragraph, and delivered to the Administrative Agent for its acceptance and recording in the Register (as defined below); provided that, unless otherwise agreed by the Borrower and the Administrative Agent, no such assignment to an Assignee (other than any Lender or any Lender Affiliate) shall be in an aggregate principal amount of less than \$5,000,000 and after giving effect to such assignment, such assigning Lender shall have Commitments and Loans in an aggregate amount of at least \$5,000,000 as described in this sentence except in the case of an assignment of all of a Lender’s interests under this Agreement. For purposes of the proviso contained in the preceding sentence, the amount described therein shall be aggregated in respect of each Lender and its Lender Affiliates, if any. The Assignee shall purchase, at par, all Loans and pay all accrued interest and other amounts owing to such Assignor under this Agreement on or prior to the date of assignment for any assignment pursuant to Section 2.17. Upon such execution, delivery, acceptance and recording, from and after the effective date determined pursuant to such Assignment and Acceptance, (x) the Assignee thereunder shall be a party hereto and, to the extent provided in such Assignment and Acceptance, have the rights and obligations of a Lender hereunder with a Commitment and/or Loans as set forth therein, and (y) the Assignor thereunder shall, to the extent provided in such Assignment and Acceptance, relinquish its rights (other than its rights under Sections 2.13, 2.14, and 10.05 to the extent any claim thereunder relates to an event arising prior to the effective date of such assignment) and be released from its obligations (other than its obligations under Section 9.07 with respect to matters arising prior to the effective date of such assignment) under this Agreement (and, in the case of an Assignment and Acceptance covering all of an Assignor’s rights and obligations under this Agreement, such Assignor shall cease to be a party hereto). Notwithstanding any provision of this Section 10.06, (i) the consent of the Borrower shall not be required for any assignment that occurs after the occurrence and during the continuance of an Event of Default, ~~and~~ (ii) no assignment shall be made to the Borrower or any Affiliate of the Borrower and (iii) if the consent of the Borrower is otherwise required by this paragraph with respect to any assignment of Loans or Commitments, and the Borrower has not given the Administrative Agent written notice of its objection to such assignment within ten Business Days after written notice to the Borrower, the Borrower shall be deemed to have consented to such assignment. Notwithstanding the foregoing, any Conduit Lender may assign at any time to its designating Lender hereunder without the consent of the Borrower or the Administrative Agent any or all of the Loans it may have funded hereunder and pursuant to its designation agreement and without regard to the limitations set forth in the first sentence of this Section 10.06(c).

(d) The Administrative Agent shall, on behalf of the Borrower, maintain at its address referred to in Section 10.02 a copy of each Assignment and Acceptance delivered to it and a register (the “Register”) for the recordation of the names and addresses of the Lenders and the Commitment of, and the principal amount of the Loans owing to, each Lender from time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, each other Loan Party, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register as the owner of the Loans and any Notes evidencing the Loans recorded therein for all purposes of this Agreement. Any assignment of any Loan, whether or not evidenced by a Note, shall be effective only upon appropriate entries with respect thereto being made in the Register (and each Note shall expressly so provide). Any assignment or transfer of all or part of a Loan evidenced by a Note shall be registered on the Register only upon surrender for registration of assignment or transfer of the Note evidencing such Loan, accompanied by a duly executed Assignment and Acceptance, and thereupon one or more new Notes shall be issued to the designated Assignee.

(e) Upon its receipt of an Assignment and Acceptance executed by an Assignor, an Assignee and any other Person whose consent is required by Section 10.06(c), together with payment to the Administrative Agent of a registration and processing fee of \$4,000, the Administrative Agent shall (i) promptly accept such Assignment and Acceptance, (ii) record the information contained therein in the Register on the effective date determined pursuant thereto, and (iii) promptly notify Borrower of its receipt of such Assignment and Acceptance.

(f) For avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this Section 10.06 concerning assignments relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests, including any pledge or assignment by a Lender to any Federal Reserve Bank or central bank in accordance with applicable law.

(g) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (f) above.

(h) Each of the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under any state bankruptcy or similar law, for one (1) year and one (1) day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party to this Agreement for any loss, cost, damage, or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

SECTION 10.07. Adjustments; Set-off. (a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender or to the Lenders, if any Lender (a “Benefitted Lender”) shall, at any time after the Loans and other amounts payable hereunder shall immediately become due and payable pursuant to Article VIII, receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in paragraph (i) of Article VIII, or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders and the Lender Affiliates provided by law, if an Event of Default shall have occurred and be continuing, each Lender and Lender Affiliate shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration, or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured, or unmatured, at any time held or owing by such Lender or Lender Affiliate or any branch or agency thereof to or for the credit or the account of the Borrower, as the case may be. Each Lender and Lender Affiliate agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender or Lender Affiliate, provided that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 10.08. Counterparts. This Agreement may be executed by one (1) or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one (1) and the same instrument. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

SECTION 10.09. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10.10. Integration. This Agreement, the other Loan Documents, and any commitment letters or similar documents related to the Transactions, represent the entire agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations, or warranties by the Borrower, Administrative Agent, or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

SECTION 10.11. Governing Law.

(a) THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) Each of the Lenders and the Administrative Agent hereby irrevocably and unconditionally agrees that, notwithstanding the governing law provisions of any applicable Loan Document, any claims brought against the Administrative Agent by any Lender relating to this Agreement, any other Loan Document or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of New York.

SECTION 10.12. Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in New York City, Borough of Manhattan), and appellate courts from any thereof;

(b) consents that any such action or proceeding shall be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in Section 10.02 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive, or consequential damages.

SECTION 10.13. Acknowledgements. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution, and delivery of this Agreement and the other Loan Documents;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Administrative Agent and Lenders, on one hand, and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor;

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Lenders; and

(d) the Loan Parties have been advised that the Administrative Agent and Lenders are engaged in a broad range of transactions that may involve interests that differ from the Loan Parties' interests and that the Administrative Agent and Lenders have no obligation to disclose such interests and transactions to the Loan Parties.

SECTION 10.14. Guarantors. (a) The Guarantors as of the date hereof are set forth on Schedule 10.14 hereto.

(b) Upon any Subsidiary guaranteeing any public debt securities issued or guaranteed by the Borrower or any other Material Indebtedness of the Borrower, within thirty (30) days thereafter, the Borrower shall cause such Subsidiary to execute the Guarantee Agreement pursuant to an Addendum thereto in the form of Annex I to the Guarantee Agreement, and in the case of a Significant Subsidiary, to deliver documentation, to the extent requested by the Administrative Agent, similar to that described in Section 5.01(c) and (d) relating to the authorization for, execution and delivery of, and validity of such Significant Subsidiary's obligations as a Guarantor, such documentation to be in form and substance reasonably satisfactory to the Administrative Agent.

(c) The Borrower covenants and agrees with the Lenders that each Specified Guarantor is, and shall remain, an entity organized under the laws of any jurisdiction within the United States. For the avoidance of doubt, this Section 10.14(c) shall not prohibit any merger or consolidation of a Specified Guarantor; provided, that, in accordance with the definition of "Specified Guarantor", any Person into which such Specified Guarantor is merged or consolidated, or to which all or substantially all of its assets are sold, transferred or disposed, shall become a Specified Guarantor and be subject to the provisions of this Section 10.14(c).

(d) Notwithstanding anything to the contrary contained herein or in any other Loan Document, upon the release of any Guarantor (other than any Specified Guarantor) from its guarantee of any and all public debt securities issued or guaranteed by the Borrower, such Guarantor shall be deemed to be automatically and unconditionally released and discharged from all its obligations under the Guarantee Agreement without any further action required on the part of the Administrative Agent or any Lender. At the request and sole expense of the Borrower following any such release and discharge, the Administrative Agent shall execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence such release and discharge. For the avoidance of doubt, it is agreed and understood that any release of any Specified Guarantor from its obligations under the Guarantee Agreement shall be subject to Section 10.01.

SECTION 10.15. Confidentiality. Each of the Administrative Agent, each Issuing Bank and each Lender agrees to keep confidential all Information provided to it or its Affiliates by any Loan Party or its Affiliates pursuant to this Agreement; provided that nothing herein shall prevent the Administrative Agent, any Issuing Bank or any Lender from disclosing any such Information (a) to the Administrative Agent, any Issuing Bank or any other Lender, (b) subject to an agreement by such Person to comply with the provisions of this Section, to any actual or prospective Transferee or any actual or prospective direct or indirect counterparty to any Hedge Agreement (or any professional advisor to such counterparty), (c) to its employees or directors, or those of its Affiliates, agents, attorneys, accountants, and other professional advisors, or any Lender Affiliates, who are made aware of the confidential requirements of this Section 10.15 and who are instructed to keep such Information confidential in accordance therewith, (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to Information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, (i) in connection with the exercise of any remedy hereunder or under any other Loan Document, or (j) with the written consent of the Borrower. The provisions of this Section 10.15 shall survive any expiration or termination of this Agreement for a period of one (1) year. For the purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis prior to disclosure by the Borrower and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry; provided that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential.

SECTION 10.16. WAIVERS OF JURY TRIAL. THE BORROWER, THE ADMINISTRATIVE AGENT, AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 10.17. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively, the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received, or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 10.18. Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

SECTION 10.19. USA Patriot Act; Beneficial Ownership Regulation.

(a) Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies the Borrower and its subsidiaries, which information includes the name and business address of the Borrower, its subsidiaries and other required information that will allow such Lender to identify the Borrower and its subsidiaries in accordance with the Act, such as tax identification numbers and legal organizational documents. The Borrower and its subsidiaries shall promptly provide such information upon request by any Lender.

(b) Promptly following any request therefor, the Borrower shall provide information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with the Beneficial Ownership Regulation.

In connection therewith, each Lender hereby agrees that such information shall be covered by the confidentiality provisions set forth in Section 10.15 hereof.

SECTION 10.20. Judgment Currency.

(a) The Loan Parties' obligations hereunder and under the other Loan Documents to make payments in Dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than Dollars, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent, the respective Lender or Issuing Bank of the full amount of Dollars expressed to be payable to the Administrative Agent or such Lender or Issuing Bank under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than Dollars (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in Dollars, the conversion shall be made at the Dollar Equivalent determined as of the Business Day immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, the Loan Parties shall pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of Dollars which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the Dollar Equivalent or any other rate of exchange for this Section 10.20, such amounts shall include any premium and costs payable in connection with the purchase of Dollars.

SECTION 10.21. Waiver. Each Lender party hereto which is also party to the Existing Revolving Credit Facility hereby waives compliance by the Borrower with the requirement of three (3) Business Days' (as defined therein) notice thereunder for the termination of the Commitments (as defined therein) pursuant to Section 2.06 thereto.

SECTION 10.22. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the ~~write-down Write-Down and e~~^pConversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by ~~the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and~~

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

- (i) a reduction in full or in part or cancellation of any such liability;
- (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent ~~undertaking entity~~, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
- (iii) the variation of the terms of such liability in connection with the exercise of the ~~write-down~~Write-Down and ~~c~~Conversion ~~p~~
Powers of the applicable Resolution Authority.

SECTION 10.23. Effect of Amendment and Restatement of Existing Revolving Credit Facility; Reallocation of Commitments and Loans.

(a) As of the Effective Date, the terms and conditions of the Existing Revolving Credit Facility are amended as set forth in, and are restated in their entirety and superseded by, this Agreement. The parties hereto acknowledge and agree that (a) this Agreement and the other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute, and nothing in this Agreement or any of the other Loan Documents shall be deemed to be, a novation or termination of the Existing Loan Documents or the Existing Obligations as in effect prior to the Effective Date and which remain outstanding and (b) the Existing Obligations are in all respects continuing (as amended and restated hereby and which are hereinafter subject to the terms herein), and the incurrence of the obligations of the Loan Parties hereunder and under the other Loan Documents shall be in substitution for, but not in payment of, the Existing Obligations owed by the Loan Parties under the Existing Revolving Credit Facility and the Existing Loan Documents, in each case, other than as described in Section 10.23(b).

(b) The Guarantee Agreement restates, amends, replaces and supersedes in its entirety that certain Guarantee Agreement, dated as of March 17, 2020 (the “Existing Guarantee Agreement”), executed by the guarantors party thereto in favor of the Administrative Agent and certain other lender parties.

(c) The Lenders have agreed among themselves, in consultation with the Borrower, to reallocate the Existing Commitments and to, among other things, add certain Persons as “Lenders” under this Agreement (each an “Incoming Lender”), and the Existing Lenders that are not parties to this Agreement on the Effective Date have decided to exit as Lenders (the “Exiting Lenders”). The Administrative Agent and the Borrower hereby consent to such reallocation and the Lenders’ and Exiting Lenders’ assignments of their Commitments, including assignments to the Incoming Lenders. On the Effective Date and after giving effect to such reallocations, the Commitments of each Lender shall be as set forth on Schedule 2.01 of this Agreement which Schedule 2.01 supersedes and replaces Schedule 2.01 to the Existing Revolving Credit Facility. With respect to such reallocation, each Lender shall be deemed to have acquired the Commitment allocated to it from each of the other Lenders and the Exiting Lender(s) pursuant to the terms of the Assignment Agreement attached as Exhibit E to this Agreement as if each such Lender and Exiting Lender had executed an Assignment and Acceptance with respect to such allocation. In connection with this assignment and for purposes of this assignment only, the Lenders, the Incoming Lenders, the Exiting Lenders, the Administrative Agent and the Borrower waive any processing and recordation fee.

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\$1,500,000,000

THREE-YEAR CREDIT AGREEMENT

Dated as of

March 15, 2022

Among

FEDEX CORPORATION,
as Borrower,

BANK OF AMERICA, N.A.,
as Syndication Agent,

CITIBANK, N.A.,
THE BANK OF NOVA SCOTIA,
WELLS FARGO BANK, NATIONAL ASSOCIATION and
TRUIST BANK,
as Documentation Agents,

The Several Lenders Party Hereto,

And

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

JPMORGAN CHASE BANK, N.A., BOFA SECURITIES, INC., CITIBANK, N.A., THE BANK OF
NOVA SCOTIA, WELLS FARGO SECURITIES, LLC and TRUIST SECURITIES, INC.,
as Joint Lead Arrangers and Joint Bookrunners

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- Schedule 10.14 – Initial Subsidiary Guarantors

EXHIBITS:

- Exhibit A – Form of Borrowing Request
- Exhibit B – Form of Interest Election Request
- Exhibit C – Form of Guarantee Agreement
- Exhibit D – Form of Opinion of Borrower's Counsel
- Exhibit E – Form of Assignment and Acceptance
- Exhibit F – Form of Exemption Certificate
- Exhibit G-1 – [Reserved]
- Exhibit G-2 – [Reserved]
- Exhibit G-3 – [Reserved]
- Exhibit H – Form of Compliance Certificate

THREE-YEAR CREDIT AGREEMENT, dated as of March 15, 2022, among FEDEX CORPORATION , the LENDERS party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, BANK OF AMERICA, N.A., as Syndication Agent, and CITIBANK, N.A., THE BANK OF NOVA SCOTIA, WELLS FARGO BANK, NATIONAL ASSOCIATION and TRUIST BANK, as Documentation Agents.

The parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“ABR”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate. All ABR Loans shall be denominated in Dollars.

“Additional Lender” has the meaning assigned to such term in Section 2.19.

“Adjusted Daily Simple RFR” means, (i) with respect to any RFR Borrowing denominated in Pounds Sterling, an interest rate per annum equal to (a) the Daily Simple RFR for Pounds Sterling, *plus* (b) 0.0326% and (ii) with respect to any RFR Borrowing denominated in Dollars, an interest rate per annum equal to Adjusted Daily Simple SOFR; *provided that* if the Adjusted Daily Simple RFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Adjusted Daily Simple SOFR” means, with respect to any Daily Simple SOFR Borrowing, an interest rate per annum equal to (a) the Daily Simple SOFR, *plus* (b) 0.10%.

“Adjusted EURIBOR Rate” means, with respect to any Term Benchmark Borrowing denominated in Euros for any Interest Period, an interest rate per annum equal to (a) the EURIBOR Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate; *provided that* if the Adjusted EURIBOR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Adjusted Term SOFR Rate” means, with respect to any Term Benchmark Borrowing denominated in Dollars for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period, *plus* (b) 0.10%; *provided that* if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Administrative Agent” means JPMorgan Chase Bank, N.A., together with its Affiliates, as the administrative agent for the Lenders hereunder, together with any of its successors.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agents” means, collectively, the Syndication Agent, the Documentation Agents and the Administrative Agent.

“Aggregate Exposure” means, with respect to any Lender at any time, an amount equal to (a) until the Effective Date, the amount of such Lender’s Commitments at such time and (b) thereafter, such Lender’s Commitment then in effect or, if the Commitments have been terminated, the amount of such Lender’s Loans (and, in the case of Foreign Currency Loans, the Dollar Equivalent of such Lender’s Foreign Currency Loans) then outstanding; provided that, in the case of Section 2.16, when a Defaulting Lender shall exist, any such Defaulting Lender’s Commitment shall be disregarded in the calculation.

“Aggregate Exposure Percentage” means, with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

“Agreed Currencies” means Dollars and each Alternative Currency.

“Agreement” means this Three-Year Credit Agreement, as amended, supplemented or otherwise modified from time to time.

“Alternate Base Rate” means, for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the New York Fed Bank Rate in effect on such day plus ½ of 1% and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; provided that for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the New York Fed Bank Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the New York Fed Bank Rate or the Adjusted Term SOFR Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.11 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.11(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

“Alternative Currency” means Pounds Sterling and Euros.

“Anti-Corruption Laws” means the United States Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act 2010, as amended.

“Applicable Rate” means, for any day with respect to (a) any Term Benchmark Loan denominated in any currency, a rate per annum equal to the applicable rate per annum set forth in the Pricing Grid under the caption “Applicable Rate (Term Benchmark Loan)” based upon the ratings by Moody’s and S&P, respectively, applicable on such date to the Index Debt, (b) any RFR Loan denominated in any currency, a rate per annum equal to the applicable rate per annum set forth in the

Pricing Grid under the caption “Applicable Rate (RFR Loan)” based upon the ratings by Moody’s and S&P, respectively, applicable on such date to the Index Debt, (c) any ABR Loan, a rate per annum equal to the applicable rate per annum set forth in the Pricing Grid under the caption “Applicable Rate (ABR Loan)” based upon the ratings by Moody’s and S&P, respectively, applicable on such date to the Index Debt, or (d) commitment fees payable hereunder, the applicable rate per annum set forth in the Pricing Grid under the caption “Commitment Fee Rate” based upon the ratings by Moody’s and S&P, respectively, applicable on such date to the Index Debt.

“Assignee” has the meaning assigned to such term in Section 10.06(c).

“Assignment and Acceptance” means an assignment and acceptance entered into by a Lender and an Assignee (with the consent of any party whose consent is required by Section 10.06), and accepted by the Administrative Agent, in the form of Exhibit E.

“Assignor” has the meaning assigned to such term in Section 10.06(c).

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark for any Agreed Currency, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 2.11.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Benchmark” means, initially, with respect to any (i) RFR Loan in any Alternative Currency, the applicable Relevant Rate for such Alternative Currency or (ii) Term Benchmark Loan, the Relevant Rate for such Agreed Currency; *provided* that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant Rate or the then-current Benchmark for such Agreed Currency, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.11.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date; *provided* that, in the case of any Loan denominated in an Alternative Currency, “Benchmark Replacement” shall mean the alternative set forth in (2) below:

- (1) in the case of any Loan denominated in Dollars, the Adjusted Daily Simple SOFR;

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Agreed Currency at such time in the United States and (b) the related Benchmark Replacement Adjustment;

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Agreed Currency at such time.

Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement and/or any Term Benchmark Revolving Loan denominated in Dollars, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "RFR Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the U.S. Federal Reserve Board, the New York Fed, the CME Term SOFR Administrator, the central bank for the Agreed Currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component thereof), in each case which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.11 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document pursuant to Section 2.11.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code, or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan.”

“Benefitted Lender” has the meaning assigned to such term in Section 10.07(a).

“Board” means the Board of Governors of the Federal Reserve System of the United States of America.

“Borrower” means FedEx Corporation, a Delaware corporation.

“Borrowing” means Loans of the same Type, made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect.

“Borrowing Request” means a request by the Borrower for a Borrowing in accordance with Section 2.03.

“Business Day” means, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City or Chicago; provided that, (a) in relation to Loans denominated in Sterling, any day (other than a Saturday or a Sunday) on which banks are open for business in London, (b) in relation to Loans denominated in Euros and in relation to the calculation or computation of EURIBOR, any day which is a TARGET Day and (c) in relation to RFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such RFR Loan, or any other dealings in the applicable Agreed Currency of such RFR Loan, any such day that is only an RFR Business Day.

“CBR Loan” means a Loan that bears interest at a rate determined by reference to the Central Bank Rate.

“CBR Spread” means the Applicable Rate, applicable to such Loan that is replaced by a CBR Loan.

“Central Bank Rate” means, the greater of (A) the sum of (i) for any Loan denominated in (a) Pounds Sterling, the Bank of England (or any successor thereto)’s “Bank Rate” as published by the Bank of England (or any successor thereto) from time to time, (b) Euro, one of the following three rates as may be selected by the Administrative Agent in its reasonable discretion: (1) the fixed rate for the main refinancing operations of the European Central Bank (or any successor thereto), or, if that rate is not published, the minimum bid rate for the main refinancing operations of the European Central Bank (or any successor thereto), each as published by the European Central Bank (or any successor thereto) from

time to time, (2) the rate for the marginal lending facility of the European Central Bank (or any successor thereto), as published by the European Central Bank (or any successor thereto) from time to time or (3) the rate for the deposit facility of the central banking system of the Participating Member States, as published by the European Central Bank (or any successor thereto) from time to time and (c) any other Alternative Currency determined after the Effective Date, a central bank rate as determined by the Administrative Agent in its reasonable discretion and (ii) the applicable Central Bank Rate Adjustment; and (B) the Floor.

“Central Bank Rate Adjustment” means, for any day, for any Loan denominated in (a) Euro, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of the Adjusted EURIBOR Rate for the five most recent Business Days preceding such day for which the EURIBOR Screen Rate was available (excluding, from such averaging, the highest and the lowest Adjusted EURIBOR Rate applicable during such period of five Business Days) minus (ii) the Central Bank Rate in respect of Euro in effect on the last Business Day in such period, (b) Pounds Sterling, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of Adjusted Daily Simple RFR for Pounds Sterling Borrowings for the five most recent RFR Business Days preceding such day for which SONIA was available (excluding, from such averaging, the highest and the lowest such Adjusted Daily Simple RFR applicable during such period of five RFR Business Days) minus (ii) the Central Bank Rate in respect of Pounds Sterling in effect on the last RFR Business Day in such period and (c) any other Alternative Currency determined after the Effective Date, a Central Bank Rate Adjustment as determined by the Administrative Agent in its reasonable discretion. For purposes of this definition, (x) the term Central Bank Rate shall be determined disregarding clause (B) of the definition of such term and (y) the EURIBOR Rate on any day shall be based on the EURIBOR Screen Rate on such day at approximately the time referred to in the definition of such term for deposits in the applicable Agreed Currency for a maturity of one month.

“Change in Law” means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender (or, for purposes of Section 2.12(b), by any lending office of such Lender or by such Lender’s holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement. Notwithstanding anything herein to the contrary (solely for the purposes of Sections 2.12(a), 2.12(b) and Section 2.12(g)), (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

“Change of Control” means any of the following: (a) any “person” (as such term is used in Sections 13(d) and 14 of the Securities Exchange Act of 1934, as amended), other than (1) the Borrower, (2) any Subsidiary, (3) any employee benefit plan (or a trust forming a part thereof) maintained by the Borrower or any Subsidiary, or (4) any underwriter temporarily holding securities of the Borrower pursuant to an offering of such securities becoming the “beneficial owner” (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of securities of the Borrower representing 30% or more of the Borrower’s then outstanding Voting Stock; or (b) directors who, as of the date of this Agreement, constitute the Board of Directors of the Borrower (the **“Incumbent Board”**) ceasing to constitute at least a majority of the Board of Directors of the Borrower (or, in the event of any merger, consolidation or reorganization the principal purpose of which is to change the Borrower’s state of incorporation, form a holding company or effect a similar reorganization as to form, the board of directors

of such surviving company or its ultimate parent company), provided, however, that any individual becoming a member of the Board of Directors of the Borrower subsequent to the date of this Agreement whose election, or nomination for election by the Borrower's stockholders, was approved by a vote of a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board.

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commitment" means, with respect to any Lender, the obligation of such Lender, if any, to make Loans hereunder, in an amount not to exceed the amount set forth under the heading "Commitment" opposite such Lender's name on Schedule 2.01 or in the Assignment and Acceptance pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The aggregate original amount of the Commitments on the Effective Date is \$1,500,000,000.

"Conduit Lender" means any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.12, 2.13, 2.14, 2.15 or 10.05 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender, or (b) be deemed to have any Commitment.

"Consolidated Adjusted Total Assets" means, at any date as of which the amount thereof is to be determined, (a) the aggregate amount set forth as the assets of the Borrower and the consolidated Subsidiaries on a consolidated balance sheet of the Borrower and the consolidated Subsidiaries prepared as of such date in accordance with GAAP, minus (b) the aggregate book value as of such date of determination of all assets of the Borrower or any consolidated Subsidiary subject on such date of determination to a Lien permitted by Section 7.01(j).

"Consolidated EBITDA" means, for any period, Consolidated Operating Income for such period plus, without duplication and to the extent reducing such Consolidated Operating Income for such period, the sum of (a) depreciation and amortization expense, (b) amortization of intangibles (including, but not limited to, goodwill), (c) all non-cash pension expenses and losses, including, but not limited to, pension service costs, and (d) non-cash asset impairment charges related to long-lived assets (including intangible asset impairment charges), and minus, without duplication, to the extent included in such Consolidated Operating Income for such period, non-cash periodic mark-to-market credits related to pension gains, all as determined on a consolidated basis.

"Consolidated Operating Income" means, for any period, the consolidated operating income (or loss) of the Borrower and its Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded the income (or deficit) of any Person (other than a Subsidiary of the Borrower) in which the Borrower or any of its Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the Borrower or such Subsidiary in the form of dividends or similar distributions.

“Consolidated Total Debt” means, as of any date with respect to the Borrower and its Subsidiaries, all liabilities of the Borrower and its Subsidiaries outstanding on such date which would in accordance with GAAP be classified as short-term or long-term debt (including the current portion of long-term debt) of the Borrower and its Subsidiaries (including, without limitation, finance lease obligations) on a consolidated balance sheet of the Borrower and its Subsidiaries as of such date.

“Contingent Obligation” of a Person means any agreement, undertaking or arrangement by which such Person assumes, guarantees, endorses (other than endorsements for collection or deposit in the ordinary course of business), contingently agrees to purchase or provide funds for the payment of, or otherwise becomes or is contingently liable upon, the payment obligation or liability of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person, or otherwise assures any creditor of such other Person against loss, including, without limitation, any comfort letter or take-or-pay contract.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **“Controlling”** and **“Controlled”** have meanings correlative thereto.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Credit Exposure” means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender’s Loans (and, in the case of Foreign Currency Loans, the Dollar Equivalent of such Lender’s Foreign Currency Loans) at such time.

“Current Maturities” means, as of any date with respect to the Long Term Debt of any Person, any portion of such Long Term Debt that would in accordance with GAAP be classified as a current liability of such Person.

“Daily Simple RFR” means, for any day (an **“RFR Interest Day”**), an interest rate per annum equal to, for any RFR Loan denominated in (i) Pounds Sterling, SONIA for the day that is five (5) RFR Business Days prior to (A) if such RFR Interest Day is an RFR Business Day, such RFR Interest Day or (B) if such RFR Interest Day is not an RFR Business Day, the RFR Business Day immediately preceding such RFR Interest Day and (ii) Dollars, Daily Simple SOFR.

“Daily Simple SOFR” means, for any day (a **“SOFR Rate Day”**), a rate per annum equal to SOFR for the day that is five (5) RFR Business Days prior to (i) if such SOFR Rate Day is an RFR Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not an RFR Business Day, the RFR Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender that has (a) failed to within three (3) Business Days of the date required hereunder fund any portion of its Loans unless such Lender, acting in good faith, notifies the Administrative Agent and the Borrower in writing within three (3) Business Days of the date such Lender was required to fund such portion of its Loans that such failure to fund is the result of such Lender’s reasonable determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) notified the Borrower or the Administrative Agent in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement (unless such writing or public statement (i) relates to such Lender’s obligation to fund a Loan hereunder, (ii) states, in good faith, that such position is based on such Lender’s reasonable determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied and (iii) is issued within three (3) Business Days of the date such Lender was required to fund a portion of its Loans hereunder) or generally under similar agreements in which it has committed to extend credit, (c) failed, within three (3) Business Days after written request by the Administrative Agent (whether acting on its own behalf or at the reasonable request of the Borrower (it being understood that the Administrative Agent shall comply with any such reasonable request)), to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans; provided that any such Lender shall cease to be a Defaulting Lender under this clause (c) upon receipt of such confirmation by the Administrative Agent, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute, (e) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has a parent company that has become other than via an Undisclosed Administration the subject of a bankruptcy or insolvency proceeding or a Bail-In Action, or has had a receiver, conservator, trustee or custodian appointed for it, or (f) has become the subject of a Bail-In Action. No Lender shall be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in such Lender or a parent company thereof by a Governmental Authority or an instrumentality thereof so long as such ownership does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority or instrumentality thereof) to reject, repudiate, disavow or disaffirm any contracts or agreements with or of such Lender.

“Disclosed Matters” means the actions, suits and proceedings and the environmental matters disclosed in (i) the Borrower’s most recent annual report on Form 10-K or most recent quarterly report on Form 10-Q filed, in each case, prior to the date of this Agreement and only as and to the extent disclosed therein (but excluding any risk factor disclosures contained under the heading “Risk Factors,” any disclosure of risks included in any “forward-looking statements” disclaimer or any other statements that are similarly predictive or forward-looking in nature) or (ii) as otherwise disclosed in Schedule 4.06.

“Dividing Person” has the meaning assigned to it in the definition of **“Division”**.

“Division” means the division of the assets, liabilities and/or obligations of a Person (the **“Dividing Person”**) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

“Division Successor” means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

“Dollar Equivalent” means, for any amount, at the time of determination thereof, (a) if such amount is expressed in dollars, such amount, (b) if such amount is expressed in an Alternative Currency, the equivalent of such amount in dollars determined by using the rate of exchange for the purchase of dollars with the Alternative Currency last provided (either by publication or otherwise provided to the Administrative Agent) by Reuters on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of dollars with the Alternative Currency, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion) and (c) if such amount is denominated in any other currency, the equivalent of such amount in dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion.

“Dollar Revolving Loans” has the meaning assigned to such term in Section 2.01.

“Dollars” or “\$” refers to lawful money of the United States of America.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means the date on which the conditions specified in Section 5.01 are satisfied (or waived in accordance with Section 10.01).

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority that are in each case relating to pollution or the protection of the environment, the preservation or reclamation of natural resources, the management, storage or release of any Hazardous Material, or to health and safety matters as they relate to Hazardous Materials or natural resources.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) the violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any consent order or consent agreement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means (i) any entity (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Sections 414(b) or (c) of the Code or, solely for purposes of Sections 302 and 303 of ERISA and Sections 412 and 430 of the Code, is treated as a single employer under Sections 414(m) or (o) of the Code and (ii) any entity (whether or not incorporated) that, together with the Borrower, is under common control within the meaning of Section 4001(a)(14) of ERISA.

“ERISA Event” means (a) a Reportable Event with respect to a Plan; (b) the failure to meet the minimum funding standard of Sections 412 or 430 of the Code or Sections 302 or 303 of ERISA with respect to any Single Employer Plan (whether or not waived in accordance with Section 412(c) of the Code) or the failure to make by its due date a required installment under Section 430(j) of the Code or Section 303(j) of ERISA with respect to any Single Employer Plan or the failure to make any required contribution to a Multiemployer Plan; (c) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA, other than for PBGC premiums; (d) a determination that any Plan is, or is expected to be, in “at risk” status (within the meaning of Section 430 of the Code or Title IV of ERISA); (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan or the commencement of proceedings by the PBGC to terminate a Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is insolvent (within the meaning of Section 4245 of ERISA), in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA).

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“EURIBOR Rate” means, with respect to any Term Benchmark Borrowing denominated in Euros and for any Interest Period, the EURIBOR Screen Rate, two TARGET Days prior to the commencement of such Interest Period.

“EURIBOR Screen Rate” means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters as published at approximately 11:00 a.m. Brussels time two TARGET Days prior to the commencement of such Interest Period. If such page or service ceases to be available, the Administrative Agent may specify another page or service displaying the relevant rate after consultation with the Borrower.

“Euro” and “€” mean the single currency of Participating Member States introduced in accordance with the provisions of Article 109(1)4 of the Treaty and, in respect of all payments to be made under this Agreement in Euro, means immediately available, freely transferable funds.

“Euro Revolving Loans” has the meaning assigned to such term in Section 2.01.

“Event of Default” has the meaning assigned to such term in Article VIII.

“Excluded Taxes” shall mean (i) net income taxes and franchise taxes (imposed on or measured by net income) imposed on the Administrative Agent or any Lender as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document), (ii) Taxes that are attributable to a Lender’s failure to comply with the requirements of Section 2.14(f), (iii) in the case of a Lender, United States federal withholding taxes resulting from any Requirement of Law in effect on the date such Lender becomes a party to this Agreement (other than pursuant to an assignment request by the Borrower under Section 2.17(b)), except to the extent that such Lender’s assignor (if any) was entitled, at the time of assignment, to receive additional amounts with respect to such Taxes pursuant to Section 2.14 or (iv) any U.S. federal withholding Taxes imposed under FATCA.

“Existing 364-Day Credit Agreement” means the 364-Day Credit Agreement, dated as of March 16, 2021, among the Borrower and JPMorgan Chase Bank, N.A., individually and as agent, and certain lenders.

“Existing Maturity Date” has the meaning assigned to such term in Section 2.19.

“Extending Lender” has the meaning assigned to such term in Section 2.19.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement, and any regulations or official interpretations thereof.

“Federal Aviation Act” means the Federal Aviation Act of 1958, as amended from time to time.

“Federal Funds Effective Rate” means, for any day, an interest rate per annum equal to the rate calculated by the New York Fed based on such day’s federal funds transactions by depository institutions (as determined in such manner as the New York Fed shall set forth on the Federal Reserve Bank of New York’s Website from time to time) and published on the next succeeding Business Day by the New York Fed as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Federal Reserve Bank of New York’s Website” means the website of the New York Fed at <http://www.newyorkfed.org>, or any successor source.

“Fee Payment Date” means (a) the last day of March, June, September and December of each year and (b) the date on which the Commitments terminate.

“Financial Officer” means the chief financial officer, principal accounting officer, treasurer, staff vice president and assistant treasurer or controller of the Borrower.

“First Amendment to Five-Year Credit Agreement” has the meaning assigned to such term under the definition of Five-Year Credit Agreement.

“Five-Year Credit Agreement” means the Second Amended and Restated Five-Year Credit Agreement, dated as of March 16, 2021, among the Borrower, the lenders from time to time parties thereto and JPMorgan Chase Bank, N.A., as administrative agent (as amended by the First Amendment, dated March 15, 2022 (“First Amendment to Five-Year Credit Agreement”), and as further amended, restated or otherwise modified from time to time).

“Flight Equipment” means, individually and collectively, aircraft, aircraft engines, appliances and spare parts, all as defined in the Federal Aviation Act, and related parts.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate, Adjusted EURIBOR Rate, each Adjusted Daily Simple RFR or the Central Bank Rate, as applicable. For the avoidance of doubt the initial Floor for each of Adjusted Term SOFR Rate, Adjusted EURIBOR Rate, each Adjusted Daily Simple RFR or the Central Bank Rate shall be zero.

“Foreign Currency Loans” has the meaning assigned to such term in Section 2.01.

“Foreign Subsidiary” means any Subsidiary of the Borrower that is organized and existing under the laws of any jurisdiction outside of the United States of America or that is a Foreign Subsidiary Holding Company.

“Foreign Subsidiary Holding Company” means any Subsidiary of the Borrower or its domestic Subsidiaries that has no material assets other than (a) securities of one (1) or more Foreign Subsidiaries, and other assets relating to an ownership interest in any such securities or Subsidiaries, (b) intercompany accounts or loans receivables with Borrower or another Subsidiary of Borrower, and (c) goodwill.

“GAAP” means generally accepted principles of accounting as in effect from time to time in the United States of America. In the event that any “Accounting Change” (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then upon delivery of notice of such Accounting Change from either the Borrower or the Administrative Agent, each of the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower’s financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as notice of such Accounting Change has been delivered pursuant to the preceding sentence and an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. “Accounting Changes” refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

“Governmental Authority” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee Agreement” means, collectively, those certain Guarantee Agreements, substantially in the form of **Exhibit C** attached hereto, to be executed by certain Subsidiaries in accordance with the terms of this Agreement.

“Guarantor” means each Subsidiary that is a party to the Guarantee Agreement.

“Hazardous Materials” means (a) petroleum and petroleum products, byproducts or breakdown products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls and radon gas, and (b) any other chemicals, materials or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant (or terms of similar meaning), under any Requirement of Law.

“Hedge Agreement” means any interest rate swap, exchange or cap agreement.

“Indebtedness” of a Person means, without duplication, (i) obligations of such Person for borrowed money, (ii) obligations of such Person representing the deferred purchase price of Property or services (other than accounts payable arising in the ordinary course of such Person’s business payable), (iii) Indebtedness of others, whether or not assumed, secured by Liens on any Property now or hereafter owned or acquired by such Person, (iv) obligations of such Person which are evidenced by notes, bonds, debentures, or other similar instruments, (v) net liabilities of such Person under Hedge Agreements, (vi) Contingent Obligations of such Person, and (vii) obligations of such Person created through asset securitization financing programs.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

“Index Debt” means senior, unsecured, non-credit enhanced long-term debt issued by the Borrower.

“Initial Extended Maturity Date” has the meaning assigned to such term in Section 2.19.

“Interest Election Request” means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.05.

“Interest Payment Date” means (a) with respect to any ABR Loan, the last day of each March, June, September and December, (b) with respect to any RFR Loan, (1) each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month) and (2) the Maturity Date and (c) with respect to any Term Benchmark Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period and the Maturity Date.

“Interest Period” means with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one (1), three (3) or six (6) months thereafter (in each case, subject to the availability for the Benchmark applicable to the relevant Loan or Commitment for any Agreed Currency), as the Borrower may elect; **provided**, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such

next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no tenor that has been removed from this definition pursuant to Section 2.11(e) shall be available for specification in such Borrowing Request or Interest Election Request. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“IRS” means the Internal Revenue Service.

“Judgment Currency” has the meaning assigned to such term in Section 10.20(a).

“Judgment Currency Conversion Date” has the meaning assigned to such term in Section 10.20(a).

“Lender Affiliate” means (a) any Affiliate of any Lender, (b) any Person that is administered or managed by any Lender or any Affiliate of any Lender and that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business, or (c) with respect to any Lender which is a fund that invests in commercial loans and similar extensions of credit, any other fund that invests in commercial loans and similar extensions of credit and is managed or advised by the same investment advisor as such Lender or by an Affiliate of such Lender or investment advisor.

“Lenders” means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance. Unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

“Liabilities” means any liabilities, losses, claims (including intraparty claims), demands, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind.

“Lien” means any lien (statutory or other), mortgage, pledge, hypothecation, encumbrance or other security interest of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, capital lease or other title retention agreement).

“LLC” means any Person that is a limited liability company under the laws of its jurisdiction of formation.

“Loan Documents” means this Agreement, the Guarantee Agreement and the Notes, if any.

“Loan Parties” means the collective reference to the Borrower and each Guarantor.

“Loans” means the Dollar Revolving Loans, Euro Revolving Loans and Sterling Revolving Loans made by the Lenders to the Borrower pursuant to this Agreement.

“Local Time” means (a) with respect to a Loan denominated in Dollars, New York City time and (b) with respect to a Loan denominated in Euros or Pounds Sterling, London time.

“Long Term Debt” means, as of any date with respect to any Person, all liabilities of such Person outstanding on such date which would in accordance with GAAP be classified as long term debt of such Person (including, without limitation, finance lease obligations of such Person).

“Margin Stock” has the meaning assigned to such term in Regulation U.

“Material Adverse Effect” means a material adverse effect on (i) the business, Property, financial condition or results of operations of the Borrower and its consolidated Subsidiaries taken as a whole, (ii) the ability of the Borrower to perform its obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents to which Borrower or any of the Significant Subsidiaries is a party or the rights or remedies of the Administrative Agent or the Lenders thereunder.

“Material Indebtedness” means Indebtedness (other than the Loans or other Obligations) of any one (1) or more of the Borrower and its consolidated Subsidiaries in an aggregate principal amount exceeding \$200,000,000 (or the equivalent thereof in any other currency).

“Maturity Date” means March 15, 2025, or if such date is not a Business Day, the next preceding Business Day, as the same may be extended (in the case of each Lender consenting thereto) pursuant to Section 2.19.

“Moody’s” means Moody’s Investors Service, Inc., or, if Moody’s shall cease rating Index Debt of the Borrower and its ratings business with respect to Index Debt of the Borrower shall have been transferred to a successor Person, such successor Person; provided, however, that if Moody’s ceases rating securities similar to Index Debt of the Borrower and its ratings business with respect to such securities shall not have been transferred to any successor Person, then “Moody’s” shall mean any other nationally recognized rating agency (other than S&P) selected by the Borrower and reasonably satisfactory to the Administrative Agent that rates any Indebtedness of the Borrower.

“Multiemployer Plan” means a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“New York Fed” means the Federal Reserve Bank of New York.

“New York Fed Bank Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “New York Fed Bank Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Non-U.S. Lender” has the meaning assigned to such term in Section 2.14(f).

“Notes” means any promissory notes executed by the Borrower in favor of a Lender Party hereto pursuant to Section 2.07(e).

“Obligations” means the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other

obligations and liabilities of the Borrower to the Administrative Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs or expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrower pursuant hereto).

“Other Taxes” means any and all present or future stamp, court or documentary, intangible, recording, filing or similar taxes arising from any payment made hereunder or from the execution, delivery, performance, registration or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the New York Fed as set forth on its public website from time to time) and published on the next succeeding Business Day by the New York Fed as an overnight bank funding rate.

“Overnight Rate” means, for any day, (a) with respect to any amount denominated in Dollars, the New York Fed Bank Rate and (b) with respect to any amount denominated in an Alternative Currency, an overnight rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

“Owner’s Equity” means, as of any date, the amount set forth as “total common stockholders’ investment” on a consolidated balance sheet of the Borrower and its consolidated Subsidiaries prepared as of such date in accordance with GAAP.

“Participant” has the meaning assigned to such term in Section 10.06(b).

“Participant Register” has the meaning assigned to such term in Section 10.06(b).

“Participating Member State” means each state so described in any EMU legislation.

“Patriot Act” means the USA Patriot Act, Title III of Pub. L. 107-56, signed into law on October 26, 2001.

“Payment” has the meaning assigned to it in Section 9.06(b).

“Payment Notice” has the meaning assigned to it in Section 9.06(b)

“PBGC” means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means at a particular time, any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Single Employer Plan), maintained for employees of the Borrower or any ERISA Affiliate or any such Plan to which Borrower or any ERISA Affiliate is required to contribute on behalf of any of its employees.

“Pounds Sterling” or “£” mean the lawful currency of the United Kingdom of Great Britain and Northern Ireland.

“Pricing Grid” means as follows:

Level	Index Debt Ratings	Applicable Rate (Term Benchmark Loan)	Applicable Rate (RFR Loan)	Applicable Rate (ABR Loan)	Commitment Fee Rate
Level 1	≥ A- from S&P or ≥ A3 from Moody’s	0.875%	0.875%	0.00%	0.09%
Level 2	BBB+ from S&P or Baa1 from Moody’s	1.00%	1.00%	0.00%	0.10%
Level 3	BBB from S&P or Baa2 from Moody’s	1.25%	1.25%	0.25%	0.125%
Level 4	BBB- from S&P or Baa3 from Moody’s	1.375%	1.375%	0.375%	0.175%
Level 5	< BBB- from S&P and < Baa3 from Moody’s	1.625%	1.625%	0.625%	0.225%

For purposes of the foregoing, (i) if the ratings established or deemed to have been established by Moody’s and S&P for the Index Debt shall be changed (other than as a result of a change in the rating system of Moody’s or S&P), such change shall be effective as of the date on which it is first announced by the applicable rating agency; (ii) if the ratings established or deemed to have been established by Moody’s and S&P for the Index Debt shall fall within different Levels, the Applicable Rate shall be based on the higher of the two (2) ratings unless one (1) of the two (2) ratings is two (2) or more Levels lower than the other, in which case the Applicable Rate shall be determined by reference to the Level next below that of the higher of the two (2) ratings; and (iii) if either Moody’s or S&P shall not have in effect a rating for the Index Debt (other than by reason of the circumstances referred to in the last sentence of this definition), then such rating agency shall be deemed to have established a rating in Level 5. Each change in the Applicable Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody’s or S&P shall change, the Borrower and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined by reference to the rating most recently in effect prior to such change.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Board (as determined by the Administrative Agent); each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Property” of a Person means any and all property of such Person, whether real, personal, tangible, intangible, or mixed, and other assets owned or leased by such Person, including cash, securities, accounts, and contract rights.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Reference Time” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two Business Days preceding the date of such setting, (2) if such Benchmark is EURIBOR Rate, 11:00 a.m. Brussels time two TARGET Days preceding the date of such setting, (3) if the RFR for such Benchmark is SONIA, then four Business Days prior to such setting or (4) if such Benchmark is none of the Term SOFR Rate, the EURIBOR Rate or SONIA, the time determined by the Administrative Agent in its reasonable discretion.

“Register” has the meaning assigned to such term in Section 10.06(d).

“Regulation U” means Regulation U of the Board as from time to time in effect and any successor or other regulation or official interpretation of the Board relating to the extension of credit by banks and/or nonbank lenders other than brokers or dealers that is (i) for the purpose of purchasing or carrying Margin Stock or (ii) secured by Margin Stock, and that is applicable to member banks of the Federal Reserve System and/or nonbank lenders other than brokers or dealers.

“Regulation X” means Regulation X of the Board as from time to time in effect.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“Relevant Governmental Body” means (i) with respect to a Benchmark Replacement in respect of Loans denominated in Dollars, the Board and/or the New York Fed, or a committee officially endorsed or convened by the Board and/or the New York Fed or, in each case, any successor thereto, (ii) with respect to a Benchmark Replacement in respect of Loans denominated in Pounds Sterling, the Bank of England, or a committee officially endorsed or convened by the Bank of England or, in each case, any successor thereto, (iii) with respect to a Benchmark Replacement in respect of Loans denominated in Euros, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto.

“Relevant Rate” means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Adjusted Term SOFR Rate, (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the Adjusted EURIBOR Rate or (iii) with respect to any Borrowing denominated in Pounds Sterling or Dollars, the applicable Adjusted Daily Simple RFR, as applicable.

“Relevant Screen Rate” means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Term SOFR Reference Rate or (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the EURIBOR Screen Rate.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than those events for which the thirty (30) day notice period has been waived under the applicable regulations.

“Required Lenders” means, at any time, Lenders having Credit Exposures and unused Commitments representing more than fifty percent (50%) of the sum of the total Credit Exposures and unused Commitments at such time.

“Requirement of Law” means, as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Restricted Margin Stock” means Margin Stock owned by the Borrower or any Subsidiary which represents not more than twenty-five percent (25%) of the aggregate value (determined in accordance with Regulation U), on a consolidated basis, of the Property and assets of the Borrower and the Subsidiaries (other than Margin Stock) that is subject to the provisions of Article VII (including Section 7.01).

“Revaluation Date” shall mean (a) with respect to any Loan denominated in any Alternative Currency, each of the following: (i) the date of the Borrowing of such Loan and (ii) (A) with respect to any Term Benchmark Loan, each date of a conversion into or continuation of such Loan pursuant to the terms of this Agreement and (B) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month); and (b) any additional date as the Administrative Agent may determine at any time when an Event of Default exists.

“RFR” means, for any RFR Loan denominated in (a) Pounds Sterling, SONIA and (b) Dollars, Daily Simple SOFR.

“RFR Administrator” means the SONIA Administrator or the SOFR Administrator.

“RFR Borrowing” means, as to any Borrowing, the RFR Loans comprising such Borrowing.

“RFR Business Day” means, for any Loan denominated in (a) Pounds Sterling, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for general business in London, and (b) Dollars, a U.S. Government Securities Business Day.

“RFR Interest Day” has the meaning specified in the definition of “Daily Simple RFR”.

“RFR Loan” means a Loan that bears interest at a rate based on the Adjusted Daily Simple RFR.

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of S&P Global Inc., or, if S&P shall cease rating Index Debt of the Borrower and its ratings business with respect to Index Debt of the Borrower shall have been transferred to a successor Person, such successor Person; provided, however, that if S&P ceases rating securities similar to Index Debt of the Borrower and its ratings business with respect to such securities shall not have been transferred to any successor Person, then “S&P” shall mean any other nationally recognized rating agency (other than Moody’s) selected by the Borrower and reasonably satisfactory to the Administrative Agent that rates any Indebtedness of the Borrower.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea Region of Ukraine, Cuba, Iran, North Korea and Syria).

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the European Union, Her Majesty’s Treasury of the United Kingdom, the United Nations Security Council or the Government of Canada or any of its agencies or departments, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

“Sanctions” means all international economic sanctions administered or enforced by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) the European Union or Her Majesty’s Treasury of the United Kingdom, (c) the United Nations Security Council or (d) the Government of Canada or any of its agencies or departments.

“SEC” means the Securities and Exchange Commission or any successor thereto.

“Significant Subsidiary” means any Subsidiary that would meet the definition of “significant subsidiary” contained as of the date hereof in Regulation S-X of the SEC, excluding, however, any Foreign Subsidiary Holding Company.

“Single Employer Plan” means any Plan that is covered by Title IV of ERISA or Sections 412 or 430 of the Code or Sections 302 or 303 of ERISA, but that is not a Multiemployer Plan.

“SOFR” means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator’s Website on the immediately succeeding business day.

“SOFR Administrator” means the New York Fed (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the New York Fed’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Rate Day” has the meaning specified in the definition of “Daily Simple SOFR”.

“SONIA” means, with respect to any Business Day, a rate per annum equal to the Sterling Overnight Index Average for such Business Day published by the SONIA Administrator on the SONIA Administrator’s Website on the immediately succeeding Business Day.

“SONIA Administrator” means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

“SONIA Administrator’s Website” means the Bank of England’s website, currently at <http://www.bankofengland.co.uk>, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

“Specified Guarantors” means Federal Express Corporation, FedEx Ground Package System, Inc., FedEx Freight Corporation, FedEx Freight, Inc., FedEx Corporate Services, Inc., and FedEx Office and Print Services, Inc., and, in each case, any other Person to which any such Specified Guarantor sells, transfers or otherwise disposes of all or substantially all of its assets or into which such Specified Guarantor is merged or consolidated.

“Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted EURIBOR Rate, for eurocurrency funding (currently referred to as “Eurocurrency liabilities” in Regulation D) or any other reserve ratio or analogous requirement of any central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of the Adjusted EURIBOR Rate Loans. Such reserve percentage shall include those imposed pursuant to Regulation D. Term Benchmark Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Sterling Revolving Loans” has the meaning assigned to such term in Section 2.01.

“subsidiary” of a Person means (i) any corporation more than fifty percent (50%) of the outstanding Voting Stock of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one (1) or more of its subsidiaries or by such Person and one (1) or more of its subsidiaries, or (ii) any partnership, association, joint venture or similar business organization more than fifty percent (50%) of the ownership interests having power to direct the ordinary affairs thereof of which shall at the time be so owned or controlled.

“Subsidiary” means any subsidiary of the Borrower.

“TARGET Day” means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system (or, if such payment system ceases to be operative, such other payment system (if any) reasonably determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euro.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, charges, fees, withholdings (including backup withholdings), assessments or similar charges imposed by any Governmental Authority.

“Term Benchmark” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate or the Adjusted EURIBOR Rate.

“Term SOFR Determination Day” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“Term SOFR Rate” means, with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

“Term SOFR Reference Rate” means, for any day and time (such day, the “Term SOFR Determination Day”), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) Business Days prior to such Term SOFR Determination Day.

“Transactions” means the execution, delivery and performance by each Loan Party of the Loan Documents to which it is a party and the borrowing of Loans by the Borrower.

“Transferee” means any Assignee or Participant.

“Type”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Term SOFR Rate, the Adjusted EURIBOR Rate, the Alternate Base Rate or the Adjusted Daily Simple RFR.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment; provided that, if the Unadjusted Benchmark Replacement as so determined would be less than zero, such Unadjusted Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

“Undisclosed Administration” means in relation to a Lender or a Person that directly or indirectly controls such Lender, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender or Person, as the case may be, is subject to home jurisdiction supervision if applicable law requires that such appointment is not to be publicly disclosed.

“Unrestricted Margin Stock” means any Margin Stock owned by the Borrower or any Subsidiary which is not Restricted Margin Stock.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Voting Stock” means all outstanding shares of capital stock of a Person entitled to vote generally in the election of directors.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Withholding Agent” means the Borrower and the Administrative Agent.

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a “Term Benchmark Loan” or “RFR Loan”) and Borrowings also may be classified and referred to by Type (e.g., a “Term Benchmark Borrowing” or “RFR Borrowing”).

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law, rule or regulation herein shall, unless otherwise specified, refer to such law, rule or regulation as amended, modified or supplemented from time to time and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all Property.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any

provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

SECTION 1.05. Currency Conversion and Fluctuations.

(a) If more than one currency or currency unit are at the same time recognized by the central bank of any country as the lawful currency of that country, then (i) any reference in the Loan Documents to, and any obligations arising under the Loan Documents in, the currency of that country shall be translated into or paid in the currency or currency unit of that country designated by the Administrative Agent and (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognized by the central bank for conversion of that currency or currency unit into the other, rounded up or down (to the next 1/16 of 1%) by the Administrative Agent as it deems appropriate.

(b) If a change in any currency of a country occurs, this Agreement shall be amended (and each party hereto agrees to enter into any supplemental agreement necessary to effect any such amendment) to the extent that the Administrative Agent determines such amendment to be necessary to reflect the change in currency and to put the Lenders in the same position, so far as possible, that they would have been in if no change in currency had occurred.

(c) The Administrative Agent shall determine the aggregate amount of the Dollar Equivalents of Borrowings denominated in Alternative Currencies then outstanding (after giving effect to any Loans denominated in Alternative Currencies to be made or repaid on such date). Such Dollar Equivalent shall become effective as of such Revaluation Date and shall be the Dollar Equivalent of such amounts until the next succeeding Revaluation Date to occur. Except for purposes of financial statements delivered by the Borrower hereunder or calculating financial covenants hereunder or except as otherwise provided herein, the applicable amount of any Agreed Currency (other than Dollars) for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Administrative Agent.

(d) Wherever in this Agreement in connection with a Borrowing, conversion, continuation or prepayment of a Term Benchmark Loan or an RFR Loan, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing or Loan is denominated in an Alternative Currency, such amount shall be the Dollar Equivalent of such amount (rounded to the nearest unit of such Alternative Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent.

SECTION 1.06. Interest Rates; Benchmark Notification. The interest rate on a Loan denominated in dollars or an Alternative Currency may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.11(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate

(including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 1.07. Termination of the Existing 364-Day Credit Agreement. The parties to this Agreement agree that, on the Effective Date, (i) all amounts payable under the Existing 364-Day Credit Agreement by the Borrower have been paid in full, (ii) all liabilities, obligations and indebtedness owing by the Borrower to the “Lenders” (as defined in the Existing 364-Day Credit Agreement) under the Existing 364-Day Credit Agreement shall be released, discharged and satisfied in full, (iii) the “Commitments” (as defined in the Existing 364-Day Credit Agreement) under the Existing 364-Day Credit Agreement shall be terminated in full and (iv) all guarantees of the “Obligations” (as defined in the Existing 364-Day Credit Agreement) under each “Loan Document” (as defined in the Existing 364-Day Credit Agreement) created in connection with the Existing 364-Day Credit Agreement shall be automatically terminated and released with no further action.

ARTICLE II

THE CREDITS

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, each Lender agrees to (i) make revolving credit loans denominated in Dollars (the “Dollar Revolving Loans”), (ii) make revolving credit loans denominated in Euros (the “Euro Revolving Loans”) and (iii) make revolving credit loans denominated in Pounds Sterling (the “Sterling Revolving Loans”, together with the Euro Revolving Loans, the “Foreign Currency Loans”) from time to time during the Availability Period in an aggregate principal amount (based on, in the case of Foreign Currency Loans, the Dollar Equivalent of such Foreign Currency Loans) that will not result in (a) such Lender’s Credit Exposure exceeding such Lender’s Commitment, or (b) the sum of the total Credit Exposures exceeding the total Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay, and reborrow Loans.

SECTION 2.02. Loans and Borrowings. (a) Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender’s failure to make Loans as required.

(b) Subject to Section 2.11, each (i) Borrowing of Dollar Revolving Loans shall be comprised entirely of ABR Loans or Term Benchmark Loans and (ii) Borrowing in any other Agreed Currency shall be comprised entirely of Term Benchmark Loans or RFR Loans, as applicable, in each case of the same Agreed Currency, as the Borrower may request in accordance herewith. Notwithstanding anything to the contrary contained herein, each Lender at its option may make any Loan by causing any domestic or foreign branch or Lender Affiliate to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term Benchmark Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of (i) in the case of Borrowings denominated in Dollars, \$1,000,000 and not less than \$5,000,000, (ii) in the case of Borrowings denominated in Pounds Sterling, £1,000,000 and not less than £5,000,000 and (iii) in the case of Borrowings denominated in Euros, €1,000,000 and not less than €5,000,000. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000; provided that an ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments. Borrowings of more than one (1) Type may be outstanding at the same time; provided that there shall not at any time be more than a total of fifteen (15) Term Benchmark Borrowings or RFR Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03. Requests for Borrowings. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request by delivering an irrevocable written Borrowing Request in the form of Exhibit A (a)(i) in the case of a Term Benchmark Borrowing which is a Dollar Revolving Loan, not later than 11:00 a.m., New York City time, at least three (3) Business Days before the date of the proposed Borrowing, (ii) in the case of a Term Benchmark Borrowing which is a Euro Revolving Loan, not later than 11:00 a.m., Local Time, at least three (3) Business Days before the date of the proposed Borrowing and (iii) in the case of an RFR Borrowing which is a Sterling Revolving Loan, not later than 11:00 a.m., New York City time, five (5) RFR Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of the proposed Borrowing; provided that each ABR Borrowing shall consist solely of Dollar Revolving Loans. Each such Borrowing Request shall specify the following information in compliance with Section 2.02:

- (i) the aggregate amount of the requested Borrowing;
- (ii) the date of such Borrowing, which shall be a Business Day;
- (iii) the currency of such Borrowing (which shall be Dollars, Euro or Pounds Sterling);
- (iv) in the case of a Borrowing to be denominated in Dollars, whether such Borrowing is to be an ABR Borrowing or a Term Benchmark Borrowing;
- (v) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and
- (vi) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.04.

If no election as to the currency of a Borrowing is specified, then the requested Revolving Borrowing shall be made in Dollars. If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term Benchmark Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one (1) month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Funding of Borrowings. (a) Each Lender shall make (i) each Dollar Revolving Loan to be made by it hereunder on the proposed date thereof in Dollars solely by wire transfer of immediately available funds by 12:00 noon, New York City time and (ii) each Euro Revolving Loan or Sterling Revolving Loan to be made by it hereunder on the proposed date thereof in Euro or Pounds Sterling, as applicable, solely by wire transfer of immediately available funds by 12:00 noon, London time, in each case, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower maintained with the Administrative Agent in New York City and designated by the Borrower in the applicable Borrowing Request.

(b) Unless, prior to the proposed time of any advance of any Borrowing, the Administrative Agent shall have received notice from a Lender that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, or unless the Administrative Agent has knowledge that a Lender is a Defaulting Lender, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, at a rate equal to the greater of (x) the applicable Overnight Rate and (y) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans, or in the case of Alternative Currencies, in accordance with such market practice, in each case, as applicable; provided that, to the extent that the Borrower makes any such payment and the applicable Lender subsequently makes a corresponding payment, then the Borrower shall be entitled (without prejudice to any other rights that the Borrower may have against the applicable Lender) to receive any such payment (with interest) made by such Lender. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.05. Interest Elections. (a) Each Borrowing initially shall be of the Type and Agreed Currency specified in the applicable Borrowing Request and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section; provided that only Term Benchmark Borrowings which are Dollar Revolving Loans may be converted into an ABR Borrowing. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by delivering an irrevocable written Interest Election Request in the form of Exhibit B by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election.

(c) Each Interest Election Request shall specify the following information in compliance with Section 2.02:

- (i) the Agreed Currency and principal amount of Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);
- (ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;
- (iii) in the case of a Borrowing to be denominated in Dollars, whether the resulting Borrowing is to be an ABR Borrowing or a Term Benchmark Borrowing; and
- (iv) if the resulting Borrowing is a Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one (1) month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to (i) a Term Benchmark Borrowing which is a Dollar Revolving Loan prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing or (ii) any other Term Benchmark Borrowing in an Alternative Currency, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall automatically be continued as a Term Benchmark Borrowing in its original Agreed Currency and be converted to a Term Benchmark Borrowing with an Interest Period of one (1) month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Term Benchmark Borrowing and (ii) unless repaid, (A) each Term Benchmark Borrowing and each RFR Borrowing, in each case that is a Dollar Revolving Loan shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (B) each other Term Benchmark Borrowing and each other RFR Borrowing, in each case denominated in an Alternative Currency shall bear interest at the Central Bank Rate for the applicable Agreed Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Agreed Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Agreed Currency other than Dollars shall either be (a) converted to an ABR Borrowing denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) at the end of the Interest Period, as applicable, therefor or (b) prepaid at the end of the applicable Interest Period, as applicable, in full; provided that if no election is made by the Borrower by the earlier of (x) the date that is three Business Days after receipt by the Borrower of such notice and (y) the last day of the current Interest Period for the applicable Term Benchmark Loan, the Borrower shall be deemed to have elected clause (a) above.

SECTION 2.06. Termination and Reduction of Commitments. (a) Unless previously terminated, the Commitments shall terminate on the Maturity Date.

(b) The Borrower may at any time terminate, or from time to time reduce, the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of the Dollar Equivalent of \$10,000,000 and not less than the Dollar Equivalent of \$20,000,000 and (ii) the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.08, the aggregate Credit Exposures of the Lenders would exceed the total Commitments.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

SECTION 2.07. Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan in the same currency as the applicable Loan on the Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.06) be represented by one (1) or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.08. Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part without incurring a prepayment penalty, fee, or other cost (except as otherwise expressly set forth in this Agreement), subject to prior notice in accordance with paragraph (c) of this Section.

(b) If, on any Revaluation Date, the total Credit Exposures (based on the Dollar Equivalent thereof, in the case of Foreign Currency Loans) exceeds 105% of the Commitments, the Borrower shall, on such day, prepay the Loans in an amount equal to the lesser of (x) the amount of such excess and (y) the amount of such Loans.

(c) The Borrower shall notify the Administrative Agent in writing of any prepayment hereunder (i) (x) in the case of prepayment of a Term Benchmark Borrowing denominated in Dollars, not later than 11:00 a.m., New York City time, three (3) Business Days before the date of prepayment, (y) in the case of prepayment of a Term Benchmark Borrowing denominated in Euros, not later than 12:00 p.m., New York City time, three Business Days before the date of prepayment and (z) in the case of prepayment of an RFR Borrowing denominated in Pounds Sterling, not later than 11:00 a.m., New York City time, five (5) RFR Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., New York City time, one (1) Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the Type, currency and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.06, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.06. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.10 and any amounts due under Section 2.13.

SECTION 2.09. Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at the Applicable Rate on the daily undrawn amount of the Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which such Commitment terminates. Accrued commitment fees shall be payable in arrears in Dollars on each Fee Payment Date, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(c) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent. Fees paid shall not be refundable under any circumstances.

SECTION 2.10. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Term Benchmark Borrowing shall bear interest in the case of a Term Benchmark Loan, at the Adjusted Term SOFR Rate or the Adjusted EURIBOR Rate, as applicable, for the Interest Period in effect for such Borrowing for the relevant currency plus the Applicable Rate.

(c) Each RFR Loan shall bear interest at a rate per annum equal to the applicable Adjusted Daily Simple RFR plus the Applicable Rate.

(d) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, two percent (2%) plus the rate otherwise applicable to such Loan as provided above, or (ii) in the case of any other amount, two percent (2%) plus the rate applicable to ABR Loans as provided above.

(e) Accrued interest on each Loan shall be payable in arrears in the currency of the applicable Loan on each Interest Payment Date for such Loan; provided that (i) interest accrued pursuant to paragraph (d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, (iii) in the event of any conversion of any Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion, and (iv) all accrued interest shall be payable upon termination of the Commitments.

(f) Interest computed by reference to the Term SOFR Rate or the EURIBOR Rate hereunder shall be computed on the basis of a year of 360 days, except that (i) interest computed by reference to the Daily Simple RFR with respect to Pounds Sterling or the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year). In each case interest shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. The applicable Alternate Base Rate, Adjusted Term SOFR Rate, Adjusted EURIBOR Rate, EURIBOR Rate, Adjusted Daily Simple RFR or Daily Simple RFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.11. Alternate Rate of Interest.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.11, if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR Rate, the Term SOFR Rate, the Adjusted EURIBOR Rate or the EURIBOR Rate (including because the Relevant Screen Rate is not available or published on a current basis), for the applicable Agreed Currency and such Interest Period or (B) at any time, that adequate and reasonable means do not exist for ascertaining the applicable Adjusted Daily Simple RFR, Daily Simple RFR or RFR for the applicable Agreed Currency; or

(ii) the Administrative Agent is advised by the Required Lenders that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted Term

SOFR Rate or the Adjusted EURIBOR Rate for the applicable Agreed Currency and such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for the applicable Agreed Currency and such Interest Period or (B) at any time, the applicable Adjusted Daily Simple RFR for the applicable Agreed Currency will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for the applicable Agreed Currency;

(b) then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.05 or a new Borrowing Request in accordance with the terms of Section 2.03, (A) for Loans denominated in Dollars, any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Borrowing shall instead be deemed to be an Interest Election Request or a Borrowing Request, as applicable, for (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not also the subject of Section 2.11(a)(i) or (ii) above or (y) an ABR Borrowing if the Adjusted Daily Simple RFR for Dollar Borrowings also is the subject of Section 2.11(a)(i) or (ii) above and (B) for Loans denominated in an Alternative Currency, any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Borrowing or an RFR Borrowing, in each case, for the relevant Benchmark, shall be ineffective; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan or RFR Loan in any Agreed Currency is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.11(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.05 or a new Borrowing Request in accordance with the terms of Section 2.03, (A) for Loans denominated in Dollars, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not also the subject of Section 2.11(a)(i) or (ii) above or (y) an ABR Loan if the Adjusted Daily Simple RFR for Dollar Borrowings also is the subject of Section 2.11(a)(i) or (ii) above, on such day and (B) for Loans denominated in an Alternative Currency, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day) bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Alternative Currency shall, at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Alternative Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot

be determined, any outstanding affected RFR Loans denominated in any Alternative Currency, at the Borrower's election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) immediately or (B) be prepaid in full immediately. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" with respect to Dollars for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" with respect to any Agreed Currency for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders of each affected Type.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent, in consultation with the Borrower, will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.11, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.11.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate or EURIBOR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing or RFR Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, either (x) the Borrower will be deemed to have converted any request for (1) a Term Benchmark Borrowing denominated in Dollars into a request for a Borrowing of or conversion to (A) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not the subject of a Benchmark Transition Event or (B) an ABR Borrowing if the Adjusted Daily Simple RFR for Dollar Borrowings is the subject of a Benchmark Transition Event or (y) any Term Benchmark Borrowing or RFR Borrowing denominated in an Alternative Currency shall be ineffective. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term Benchmark Loan or RFR Loan in any Agreed Currency is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until such time as a Benchmark Replacement for such Agreed Currency is implemented pursuant to this Section 2.11, (A) for Loans denominated in Dollars, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple RFR for Dollar Borrowings is not the subject of a Benchmark Transition Event or (y) an ABR Loan if the Adjusted Daily Simple RFR for Dollar Borrowings is the subject of a Benchmark Transition Event, on such day and (B) for Loans denominated in an Alternative Currency, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day) bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Alternative Currency shall, at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Alternative Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Alternative Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternative Currency cannot be determined, any outstanding affected RFR Loans denominated in any Alternative Currency, at the Borrower's election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Alternative Currency) immediately or (B) be prepaid in full immediately.

SECTION 2.12. Increased Costs; Illegality. (a) If any Change in Law shall:

- (i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted Term SOFR Rate or Adjusted EURIBOR Rate, as applicable);

- (ii) impose on any Lender or the applicable offshore interbank market for the applicable Agreed Currency any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender; or
- (iii) subject any Lender to any Tax (except for (1) Indemnified Taxes, (2) Taxes described in clauses (ii) through (iv) of the definition of Excluded Taxes and (3) Taxes imposed, as a result of a present or former connection between the Lender and the jurisdiction imposing such Taxes (other than a connection arising from such Lender having executed, delivered or performed its obligations under, or enforced, this Agreement or any other Loan Document), on gross or net income, profits or revenue (including value-added or similar Taxes)) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting into, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or to reduce the amount of any sum received or receivable by such Lender (whether of principal, interest or otherwise), then the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy or liquidity ratios), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) If by reason of any change in a Requirement of Law subsequent to the Effective Date, disruption of currency or foreign exchange markets, war or civil disturbance or similar event, the funding of any Foreign Currency Loan in any currency or the funding of any Foreign Currency Loan in any currency to an office located other than in New York shall be impossible or such currency is no longer available or readily convertible to Dollars, or the Dollar Equivalent of such currency is no longer readily calculable, then, at the election of the Administrative Agent, no Foreign Currency Loans in the relevant currency shall be made or any Foreign Currency Loan in the relevant currency shall be made to an office of the Administrative Agent located in New York, as the case may be.

(d) (i) If payment in respect of any Foreign Currency Loan shall be due in a currency other than Dollars and/or at a place of payment other than New York and if, by reason of any change in a Requirement of Law subsequent to the Effective Date, disruption of currency or foreign exchange markets, war or civil disturbance or similar event, payment of such Obligations in such currency or such place of payment shall be impossible or, in the reasonable judgment of the Administrative Agent, such currency is no longer available or readily convertible to Dollars, or the Dollar Equivalent of such currency is no longer readily calculable, then, at the election of any affected Lender, the Borrower shall make payment of such Loan in Dollars (based upon the Dollar Equivalent for the day on which such payment occurs, as determined by the Administrative Agent in accordance with the terms hereof) and/or in New York or (ii) if any Foreign Currency in which Loans are outstanding is redenominated then, at the election of any affected Lender, such affected Loan and all obligations of the applicable Borrower in respect thereof shall be converted into obligations in Dollars (based upon the Dollar Equivalent on such date, as determined by the Administrative Agent in accordance with the terms hereof), and, in each case, the Borrower shall indemnify the Lenders, against any currency exchange losses or reasonable out-of-pocket expenses that it shall sustain as a result of such alternative payment.

(e) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section, setting forth in reasonable detail the calculations upon which such Lender determined such amount and the effective date of the relevant Change in Law, shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within fifteen (15) days after receipt thereof.

(f) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than three (3) months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the three (3) month period referred to above shall be extended to include the period of retroactive effect thereof.

(g) If any Change in Law shall make it unlawful for any Lender to make or maintain (A) Term Benchmark Loans, (i) the commitment of such Lender hereunder to make Term Benchmark Loans, continue Term Benchmark Loans as such and convert ABR Loans to Term Benchmark Loans shall forthwith be suspended until such time as it shall no longer be unlawful for such Lender to make or maintain Term Benchmark Loans and (ii) such Lender's Loans then outstanding as Term Benchmark Loans, if any, shall be converted automatically to ABR Loans in Dollars on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law or (B) RFR Loans, (i) the commitment of such Lender hereunder to make RFR Loans shall forthwith be suspended until such time as it shall no longer be unlawful for such Lender to make RFR Loans and (ii) such Lender's Loans then outstanding as RFR Loans, if any, shall be converted automatically to ABR Loans in Dollars (the Dollar Equivalent of such Alternative Currency Loans). If any such conversion of a Term Benchmark Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.13.

SECTION 2.13. Break Funding Payments. (a) With respect to Loans that are not RFR Loans, in the event of (i) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or an optional or mandatory prepayment of Loans), (ii) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (iii) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.08(c) and is revoked in accordance therewith), (iv) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.17 or (v) the failure by the Borrower to make any payment of any Loan (or interest due thereof) denominated in an Alternative Currency on its scheduled due date or any payment thereof in a different currency, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower, setting forth in reasonable detail the calculation upon which such Lender determined such amount, and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(b) With respect to RFR Loans, in the event of (i) the payment of any principal of any RFR Loan other than on the Interest Payment Date applicable thereto (including as a result of an Event of Default or an optional or mandatory prepayment of Loans), (ii) the failure to borrow or prepay any RFR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.08(c) and is revoked in accordance therewith), (iii) the assignment of any RFR Loan other than on the Interest Payment Date applicable thereto as a result of a request by the Borrower pursuant to Section 2.17 or (iv) the failure by the Borrower to make any payment of any Loan (or interest due thereof) denominated in an Alternative Currency on its scheduled due date or any payment thereof in a different currency, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower, setting forth in reasonable detail the calculation upon which such Lender determined such amount, and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.14. Taxes. (a) All payments made by the Loan Parties under this Agreement shall (except as required by applicable law) be made free and clear of, and without deduction or withholding for or on account of, any Taxes imposed, levied, collected, withheld or assessed by any Governmental Authority. If any Taxes are required to be deducted or withheld from any amounts payable to the Administrative Agent or any Lender, as determined in good faith by the applicable Withholding Agent, (i) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (ii) if such deducted or withheld Taxes are Indemnified Taxes, the amounts so payable by the applicable Loan Party to the Administrative Agent or such Lender, as the case may be, shall be increased to the extent necessary to yield to the Administrative Agent or such Lender, as the case may be, (after payment of all Indemnified Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement as if such withholding or deduction had not been made.

(b) The Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Indemnified Taxes are payable by the Loan Parties pursuant to paragraph (a) of this Section, as promptly as possible thereafter the applicable Loan Party shall pay such Indemnified Taxes and shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a certified copy of an original official receipt, to the extent reasonably available, received by the applicable Loan Party showing payment thereof. If (i) the applicable Loan Party fails to pay any Indemnified Taxes when due to the appropriate taxing authority, (ii) the applicable Loan Party fails to remit to the Administrative Agent the required receipts or other required documentary evidence, or (iii) any Indemnified Taxes are imposed directly upon the Administrative Agent or any Lender, the applicable Loan Party shall indemnify the Administrative Agent and the Lenders for such amounts and any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result (whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority). A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Each Lender shall severally indemnify the Administrative Agent within 10 days after demand therefor, for the full amount of any Taxes attributable to such Lender that are payable or paid by the Administrative Agent, and reasonable expenses arising therefrom or with respect thereto, but only to the extent that the applicable Loan Party has not already indemnified the Administrative Agent for such Taxes and without limiting the obligation of the Loan Parties under this Section 2.14 to do so,

whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(e) As soon as practicable after any payment of Taxes by a Loan Party to a Governmental Authority pursuant to this Section 2.14, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) (i) Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments made under any Loan Document shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.14(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment (A) the failure to complete, execute or submit such documentation would not render the terms of this Agreement unenforceable by law and (B) such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) Each Lender that is a "United States person" as defined in Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two (2) properly completed and duly signed copies of U.S. Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal withholding tax.

(B) Each Lender that is not a "United States person" as defined in Section 7701(a)(30) of the Code (a "Non-U.S. Lender") shall deliver to the Borrower and the Administrative Agent whichever of the following is applicable:

(1) in the case of a Non-U.S. Lender claiming benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 881(c) of the Code with respect to payments of “portfolio interest,” (x) a statement substantially in the form of [Exhibit F-1](#) to the effect that such Non-U.S. Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of any Loan Party within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”), and (y) executed copies of IRS Form W-8BEN or W-8BEN-E;

(4) to the extent a Non-U.S. Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of [Exhibit F-2](#) or [Exhibit F-3](#), IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Non-U.S. Lender is a partnership and one or more direct or indirect partners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a U.S. Tax Compliance Certificate substantially in the form of [Exhibit F-4](#) on behalf of each such direct and indirect partner;

(C) any Non-U.S. Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) executed copies of any other form prescribed by applicable requirements of U.S. federal income tax law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable requirements of law to permit the Borrower and the Administrative Agent to determine the withholding or deduction required to be made.

(D) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA, to determine that such Lender has or has not complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.14(f)(ii)(D), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

All forms described in this Section 2.14(f) shall be delivered by each Lender on or before the date it becomes a party to this Agreement and from time to time thereafter upon the request of the Borrower or the Administrative Agent. In addition, each Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Lender. Each Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this Section 2.14(f), a Lender shall not be required to deliver any form pursuant to this Section that such Lender is not legally able to deliver.

(g) The agreements in this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, termination of this Agreement and the repayment, satisfaction or discharge of the Loans and all other amounts payable hereunder or under any Loan Document.

SECTION 2.15. Payments Generally; Pro Rata Treatment; Sharing of Set-offs. (a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or under Sections 2.12, 2.13 or 2.14, or otherwise) prior to 12:00 noon, Local Time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 270 Park Avenue, New York, New York (or such other address designated by the Administrative Agent to Borrower pursuant to Section 10.02) and except that payments pursuant to Sections 2.12, 2.13, 2.14 and 10.05 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in the currencies specified hereunder.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, to pay interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, to pay principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph (c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph (c) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such

assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the applicable Overnight Rate.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(b) or 2.15(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

SECTION 2.16. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, the Administrative Agent shall deliver written notice to such effect, upon the Administrative Agent's obtaining knowledge of such event, to the Borrower and such Defaulting Lender, and the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the undrawn portion of the Commitment of such Defaulting Lender pursuant to Section 2.09(a).

(b) the Commitment and Aggregate Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 10.01), provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which would increase or extend the term of the Commitment of a Defaulting Lender, extend the date fixed for payment of principal or interest owing to a Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to a Defaulting Lender or of any fee payable to a Defaulting Lender (except as otherwise provided in this Section 2.16) or alter the terms and conditions of this sentence or affect such Defaulting Lender differently than other affected Lenders shall, in each case, require the consent of such Defaulting Lender.

(c) any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to Section 2.15(c) but excluding Section 2.17(b)) shall, in lieu of being distributed to such Defaulting Lender, subject to any applicable requirements of law, be applied (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent, and (iii) third, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction.

(d) [reserved].

(e) [reserved].

In the event that the Administrative Agent and the Borrower each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender or upon receipt by the Administrative Agent of the confirmation referred to in clause (c) of the definition of "Defaulting Lender", as applicable, then on such date such Lender shall purchase at par such portion of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans ratably in accordance with its respective Commitment.

SECTION 2.17. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.12, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Sections 2.12 or 2.14, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed costs or expenses and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) The Borrower shall, at its sole expense and effort, have the right, by giving at least fifteen (15) Business Days' prior written notice (or, in the case of a Defaulting Lender, at least three (3) Business Days' prior written notice) to the affected Lender and the Administrative Agent, at any time when no Default or Event of Default has occurred and is continuing, to require any Lender to assign all of its rights and obligations under the Loan Documents to one (1) or more Lenders (other than any Conduit Lender), or, with the approval of the Administrative Agent (which approval will not unreasonably be withheld, delayed or conditioned), to one (1) or more banks, financial institutions or other entities selected by the Borrower. Such assignment shall be substantially in the form of Exhibit E hereto or in such other form as may be agreed to by the parties thereto but, except in the case of an assignment by a Defaulting Lender (in which case such form shall be as reasonably specified by the Administrative Agent) shall be on terms and conditions reasonably satisfactory to the affected Lender; provided that, no such assignment shall, unless otherwise specified, transfer any liability of a Defaulting Lender hereunder or release any such liability. The Borrower shall remain liable to the affected Lender for any indemnification provided under Section 2.13 with respect to Loans of such Lender outstanding on the effective date of an assignment required under this Section 2.17(b), as well as for all other Obligations owed to such Lender under this Agreement as of such effective date.

SECTION 2.18. [Reserved].

SECTION 2.19. Extension of Maturity Date.

(a) The Borrower may, by notice to the Administrative Agent (who shall promptly notify the Lenders) not less than 30 Business Days prior to the Maturity Date or the initial Extended Maturity Date (the "Initial Extended Maturity Date"), request that each Lender extend such Lender's Maturity Date for additional one year periods (each, an Extended Maturity Date) and the maturity date in effect prior to such extension, the "Existing Maturity Date"; provided that (i) no more than two such requests shall be made and (ii) in no event, after giving effect to such extension, shall the tenor exceed five (5) years.

(b) Each Lender, in its sole discretion, shall advise the Administrative Agent whether or not such Lender agrees to such extension. If a Lender agrees to such extension (an "Extending Lender"), it shall notify the Administrative Agent, in writing, of its decision to do so within 15 Business Days of such notice. A Lender that determines not to so extend its Commitment shall so notify the Administrative Agent promptly after making such determination and is herein called a "Non-Extending Lender". If a Lender does not give timely notice within such 15 Business Day period to the Administrative Agent of whether or not such Lender agrees to such extension, it shall be deemed to be a Non-Extending Lender; provided that any Non-Extending Lender may, with the consent of the Borrower and the Administrative Agent (such consent of the Administrative Agent not to be unreasonably withheld, conditioned or delayed), subsequently become an Extending Lender by notice to the Administrative Agent and the Borrower.

(c) The Administrative Agent shall notify the Borrower promptly of each Lender's determination.

(d) The Borrower shall have the right on or before the applicable Extended Maturity Date, at its own expense, to require any Non-Extending Lender to transfer and assign without recourse (in accordance with and subject to the restrictions contained in Section 10.06) all its interests, rights and obligations under this Agreement to one or more banks or other financial institutions identified to the Non-Extending Lender, which may include any Lender (each an "Additional Lender"), provided that (x) if such Additional Lender is not already a Lender hereunder, such Additional Lender shall be subject to the approval of the Administrative Agent and the Borrower (such approvals not to be unreasonably withheld); (y) such assignment shall become effective as of a date specified by the Borrower; and (z) the Additional Lender shall pay to such Non-Extending Lender in immediately available funds on the effective date of such assignment the principal of, and interest accrued to the date of payment on, the Loans made by it hereunder and all other amounts accrued for its account or owed to the Non-Extending Lender hereunder.

(e) If (and only if) the total of the Commitments of the Lenders that have agreed to extend their Maturity Date or their Initial Extended Maturity Date, as applicable, and the additional Commitments of the Additional Lenders shall be more than 50% of the aggregate amount of the Commitments in effect immediately prior to the applicable Extended Maturity Date, then, upon the Borrower's election and prompt notification to the Administrative Agent, the Maturity Date or the Initial Extended Maturity Date, as applicable, of each Extending Lender and of each Additional Lender shall be extended to the date falling one (1) year after the Existing Maturity Date (except that, if such date is not a Business Day, such Maturity Date as so extended shall be the immediately preceding Business Day) and each Additional Lender shall thereupon become a "Lender" for all purposes of this Agreement. In the event of any such extension, the Commitment of each Non-Extending Lender that has not been replaced as provided in Section 2.19(d) shall terminate on the Maturity Date in effect prior to any such extension and the outstanding principal balance of all Loans and other amounts payable hereunder to such Non-Extending Lender shall become due and payable on such Maturity Date and the total Commitments of the Lenders hereunder shall be reduced by the Commitments of the Non-Extending Lenders so terminated on such Maturity Date.

(f) Notwithstanding the foregoing, the extension of the Maturity Date or the Initial Extended Maturity Date, as applicable, pursuant to this Section shall not be effective with respect to any Lender unless (i) no Default or Event of Default has occurred and is continuing on the applicable Extended Maturity Date after giving effect to such extension; and (ii) the representations and warranties of the Borrower set forth in Article IV shall be true and correct in all material respects on and as of the applicable Extended Maturity Date as though made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, true and correct in all material respects as of such specific date and, for purposes of this Section 2.19, the representations and warranties contained in Section 4.04 shall be deemed to refer to the most recent statements delivered pursuant to clauses (a) and (b), respectively, of Section 6.01) (provided, that such materiality qualifier shall not be applicable to any representation or warranty that already is qualified or modified by materiality in the text thereof). As a condition precedent to each such extension, the Borrower shall deliver to the Administrative Agent a certificate of the Borrower dated as of the date of such extension and signed by a Financial Officer of the Borrower certifying as to compliance with this Section 2.19(f).

ARTICLE III

[RESERVED]

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders that:

SECTION 4.01. Organization; Powers. The Borrower and each of the Significant Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

SECTION 4.02. Authorization; Enforceability. The Transactions are within each Loan Party's corporate or organizational powers and authority and have been duly authorized by all necessary corporate or organizational action. The Loan Documents (i) have been duly executed and delivered by each Loan Party that is a party thereto, and (ii) constitute legal, valid and binding obligations of each Loan Party that is a party thereto, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 4.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, and except to the extent that the failure to obtain such consent or approval, or register, file, or take such action, would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Borrower, any Guarantor or any of the Significant Subsidiaries or any order of any Governmental Authority, except such violations of any law, regulation, or order, individually or in the aggregate, that would not reasonably be expected to result in a Material Adverse Effect, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Borrower, any Guarantor or any of the Significant Subsidiaries or their assets, or give rise to a right thereunder to require any payment to be made by the Borrower, any Guarantor or any of the Significant Subsidiaries, in each case (except in the case of any indenture or other agreement governing Material Indebtedness) which would, individually or in the aggregate with such other instances, reasonably be expected to result in a Material Adverse Effect, and (d) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of the Significant Subsidiaries, other than any Liens permitted by Section 7.01.

SECTION 4.04. Financial Statements. The Borrower has heretofore furnished to the Lenders its consolidated balance sheet, and related consolidated statement of income, consolidated statement of cash flows and consolidated statement of changes in stockholders' investment and comprehensive income, and the accompanying notes to such consolidated financial statements, as of and for the fiscal year ended May 31, 2021, reported on by Ernst & Young LLP, independent public accountants. Such financial statements, together with the accompanying notes to such financial statements, present fairly, in all material respects, the consolidated financial condition of the Borrower and its consolidated Subsidiaries as of such date and the results of operation and cash flows of the Borrower and its consolidated Subsidiaries for the year then ended, all in accordance with GAAP.

SECTION 4.05. Taxes. The Borrower and each of its Significant Subsidiaries has filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Significant Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

SECTION 4.06. Litigation and Environmental Matters. (a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Financial Officer, threatened against the Borrower or any of its Significant Subsidiaries (i) that would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters), or (ii) that purport to affect the legality, validity, or enforceability of this Agreement or the other Loan Documents or the transactions contemplated thereby.

(b) Except for the Disclosed Matters and except for any such matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, each of the Borrower and its Significant Subsidiaries (i) is in compliance with all applicable Environmental Laws and has obtained and maintained any permit, license, or other approval currently required under any applicable Environmental Law, (ii) is not subject to any Environmental Liability, and (iii) has not, to its knowledge, received notice of any claim with respect to any Environmental Liability or has knowledge of any event or circumstance that would reasonably be expected to give rise to such a claim.

(c) Since the date of this Agreement, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in a Material Adverse Effect.

SECTION 4.07. Subsidiaries. Schedule 4.07 hereto contains an accurate list of all of the Significant Subsidiaries of the Borrower as of the Effective Date, setting forth their respective jurisdictions of incorporation and the percentage of their respective capital stock owned by the Borrower or other Subsidiaries. All of the issued and outstanding shares of capital stock of such Significant Subsidiaries have been duly authorized and issued and are fully paid and non-assessable.

SECTION 4.08. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, either individually or when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect. The present value of the aggregate benefit liabilities under each Single Employer Plan sponsored, maintained or contributed to by Borrower, or its ERISA Affiliates (determined as of the end of the most recent plan year on the basis of the actuarial assumptions specified for funding purposes in the most recent actuarial valuation for such Single Employer Plan), did not exceed the aggregate current value of the assets of such Single Employer Plan in an amount that could reasonably be likely to result in a Material Adverse Effect.

SECTION 4.09. Compliance with Laws and Agreements. Each of the Borrower and its Significant Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its Property and all indentures, agreements and other instruments binding upon it or its Property, except where the failure to so comply, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

SECTION 4.10. Properties; Liens. The Borrower and each of the Significant Subsidiaries has good title to, or valid leasehold interests in, all its real and personal Property material to its business, except for any such defects that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, and none of such Property is subject to any Lien except as permitted by Section 7.01.

SECTION 4.11. Investment Company Status. Neither the Borrower nor any of its Significant Subsidiaries is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 4.12. Anti-Corruption Laws and Sanctions. The Borrower has implemented and maintains in effect policies and procedures reasonably designed to achieve compliance in all material respects by the Borrower, its Subsidiaries and their respective directors, officers, employees and, to the extent acting on behalf of Borrower or its Subsidiaries, agents with applicable Anti-Corruption Laws and applicable Sanctions. None of (a) the Borrower, any Subsidiary or to the knowledge of the Borrower or such Subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing, or use of proceeds will be used, directly, or to the knowledge of the Borrower, indirectly, to (a) make any offer, payment or give anything else of value to any person in violation of applicable Anti-Corruption Laws or (b) finance or facilitate any activity which violates applicable Sanctions.

SECTION 4.13. Patriot Act Compliance. Each of the Borrower and its Significant Subsidiaries is in compliance with applicable provisions of the Patriot Act, except where the failure to so comply, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 4.14. Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

ARTICLE V

CONDITIONS

SECTION 5.01. Effective Date. The obligations of the Lenders to make Loans shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 10.01):

(a) The Administrative Agent (or its counsel) shall have received (i) from each party hereto either a counterpart of this Agreement signed on behalf of such party or written evidence satisfactory to the Administrative Agent (which may include telecopy transmission or electronic mail of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement, and (ii) the Guarantee Agreement, executed and delivered by each Subsidiary set forth on Schedule 10.14 hereto.

(b) The Administrative Agent shall have received satisfactory evidence that the Existing 364-Day Credit Agreement has been terminated and all amounts payable by the Borrower thereunder have been paid in full. Such satisfactory evidence shall include the effectiveness of Section 1.07, which shall become effective on the Effective Date.

(c) The Lenders shall have received a written opinion from counsel to the Borrower, substantially in the form of Exhibit D.

(d) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Borrower and the domestic Significant Subsidiaries and the authorization of the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(e) The Administrative Agent shall have received a certificate, dated as of the Effective Date and signed by the President, Chief Executive Officer, or a Financial Officer of the Borrower, stating that (a) the representations and warranties contained in Article IV hereof are true and correct on and as of the Effective Date, and (b) as of the Effective Date, no Default has occurred and is continuing.

(f) Since May 31, 2021, there has been no change in the business, Property, financial condition or results of operations of the Borrower and its consolidated Subsidiaries taken as a whole which would reasonably be expected to have a Material Adverse Effect, and the Administrative Agent shall have received a certificate to that effect, dated as of the Effective Date and signed by the President, Chief Executive Officer, or a Financial Officer of the Borrower.

(g) The Administrative Agent shall have received all fees required to be paid hereunder on or prior to the Effective Date and all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder for which invoices have been presented to Borrower.

(h) The Administrative Agent shall have received one Business Day prior to the Effective Date all documentation and other information with respect to the Borrower and the Guarantors as required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

(i) The Administrative Agent shall have received evidence satisfactory to it that the First Amendment to Five-Year Credit Agreement shall have been executed and delivered by all parties thereto and that all conditions precedent to the effectiveness thereof shall have been satisfied or waived.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 10.01) at or prior to 5:00 p.m., New York City time, on March 15, 2022 (and, in the event such conditions are not so satisfied or waived, the Commitments shall terminate at such time).

SECTION 5.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing is subject to the satisfaction of the following conditions:

(a) The representations and warranties of the Borrower set forth in Article IV hereof shall be true and correct on and as of the date of such Borrowing (except to the extent that any such representation or warranty expressly relates to a specified earlier date, in which case such representation or warranty shall be true and correct as of such earlier date).

(b) At the time of and immediately after giving effect to such Borrowing no Default shall have occurred and be continuing.

Each Borrowing by the Borrower shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section 5.02.

ARTICLE VI

AFFIRMATIVE COVENANTS

Until the Commitments have expired or been terminated, the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full the Borrower covenants and agrees with the Lenders that:

SECTION 6.01. Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent and each Lender:

(a) within fifteen (15) days after the same are required to be filed with the SEC (or, to the extent no longer required to be filed with the SEC, within ninety (90) days after the end of each fiscal year of the Borrower), its audited consolidated balance sheet and related consolidated statements of income, cash flows and changes in stockholders' investment and comprehensive income as of the end of and for each fiscal year of the Borrower, setting forth in each case the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) (it being understood that the filing of such financial statements with the SEC shall constitute delivery thereof to the Administrative Agent and each Lender);

(b) within fifteen (15) days after the same are required to be filed with the SEC (or, to the extent no longer required to be filed with the SEC, within forty-five (45) days after the end of each of the first three (3) fiscal quarters of each fiscal year of the Borrower), an unaudited condensed consolidated balance sheet and related condensed consolidated statements of income and cash flows as of the end of and for each of the first three (3) fiscal quarters of each fiscal year of the Borrower and the then elapsed portion of the fiscal year, setting forth in each case the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, and, solely in the event such financial statements are no longer required to be filed with the SEC, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis as of, and for, such periods in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes (it being understood that the filing of such financial statements with the SEC shall constitute delivery thereof to the Administrative Agent and each Lender);

(c) concurrently with, or within ten (10) days after, any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Borrower (i) certifying as to whether a Default or Event of Default has occurred and, if a Default or Event of Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, and (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.09, which certificate shall be substantially in the form of Exhibit H hereto;

(d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and prospectuses filed by the Borrower, any Guarantor or any Significant Subsidiary with the SEC (it being understood that the filing of such documents with the SEC shall constitute delivery thereof to the Administrative Agent and each Lender); and

(e) as promptly as reasonably practicable following any request therefor, such other information (including relevant non-financial information) as the Administrative Agent or any Lender may from time to time reasonably request.

SECTION 6.02. Use of Proceeds. The proceeds of the Loans will be used only for general corporate purposes, including acquisitions. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Board, including Regulation U, to the extent applicable. If requested by any Lender or the Administrative Agent in connection with or immediately following a drawing, the Borrower will furnish to the Administrative Agent and each such requesting Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1, as applicable, referred to in Regulation U.

SECTION 6.03. Notice of Material Events. The Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the occurrence of any Default or Event of Default or any other development that results in, or would reasonably be expected to result in, a Material Adverse Effect. Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 6.04. Existence; Conduct of Business. Except as permitted by Section 7.02, the Borrower will, and will cause each Significant Subsidiary to do all things necessary to preserve and maintain its legal existence and the rights, licenses, permits, privileges, and franchises material to the conduct of its business, except where the failure to maintain any such rights, licenses, permits, privileges, and franchises would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 6.05. Payment of Taxes. The Borrower will, and will cause each Subsidiary to, pay and discharge all taxes, assessments, and governmental charges or levies imposed upon it or upon its income or profits, or upon any Property belonging to it, except where failure to do any of the foregoing would not have a Material Adverse Effect and provided that neither the Borrower nor a Subsidiary shall be required to pay any such tax, assessment, charge, or levy the payment of which is being contested in good faith and by appropriate proceedings and as to which appropriate reserves are being maintained in accordance with GAAP.

SECTION 6.06. Compliance with Laws. The Borrower will, and will cause each of its Significant Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its Property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. The Borrower will maintain in effect and enforce policies and procedures reasonably designed to achieve compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents acting on behalf of the Borrower or its Subsidiaries, with applicable Anti-Corruption Laws and applicable Sanctions.

SECTION 6.07. Maintenance of Properties; Insurance. The Borrower will, and will cause each of its Significant Subsidiaries to, (a) keep and maintain all Property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where failure to do so would not reasonably be expected to have a Material Adverse Effect, and (b) maintain, with financially sound and reputable insurance companies, insurance on its Property in such amounts and against such risks as are consistent with prudent business practice, and the Borrower will furnish to any Lender upon request full information as to the insurance carried.

SECTION 6.08. Books and Records; Inspection Rights. The Borrower will, and will cause each of its Significant Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each of its Significant Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, but no more than once a year unless an Event of Default has occurred and is continuing, to visit and inspect its Properties (subject to such limitations as the Borrower may reasonably impose to ensure safety or compliance with any applicable legal or contractual restrictions or obligations), to examine and make extracts from its books of accounts and other financial records (to the extent reasonable), and to discuss its affairs, finances and condition with its officers and independent accountants (to the extent reasonable), all at such reasonable times and intervals as the Lenders may designate.

SECTION 6.09. Leverage. The Borrower will maintain, on the last day of each fiscal quarter of Borrower ended after the Effective Date, a ratio of (a) Consolidated Total Debt on such day to (b) Consolidated EBITDA as at the last day of any period of four consecutive fiscal quarters of the Borrower of not more than 3.50 to 1.00.

ARTICLE VII

NEGATIVE COVENANTS

Until the Commitments have expired or been terminated, the principal of and interest on each Loan and all fees payable hereunder has been paid in full the Borrower covenants and agrees with the Lenders that:

SECTION 7.01. Liens. The Borrower will not, nor will it permit any consolidated Subsidiary to, create, incur, assume or suffer to exist, any Lien on any of its Property or assets now owned or hereafter acquired (other than Unrestricted Margin Stock), except:

(a) Liens which may be hereafter created to secure payment of the Obligations;

(b) Liens incurred or deposits or pledges, made in the ordinary course of business, to secure payment of workers' compensation, unemployment insurance, old age pensions, or other social security obligations;

(c) Liens incurred or deposits or pledges, made in the ordinary course of business, to secure performance of bids, tenders, contracts (other than contracts for Indebtedness), leases, public, or statutory obligations, surety bonds, appeal bonds, or other Liens or deposits or pledges for purposes of like general nature made in the ordinary course of business;

(d) Deposits or pledges for the purpose of securing an appeal, stay or discharge in the course of legal proceedings, or Liens for judgments or awards which were not incurred in connection with Indebtedness or the obtaining of advances or credits; provided such deposits, pledges and Liens do not, in the aggregate for the Borrower and the consolidated Subsidiaries, materially detract from the value of their assets or Properties or materially impair the use thereof in the ordinary course of business and such appeal, judgment or award, as the case may be, is being diligently contested or litigated in good faith by appropriate proceedings; provided further, there has been set aside on the books of the Borrower or the consolidated Subsidiaries, as the case may be, reserves in accordance with GAAP with respect thereto; and provided further execution is not levied upon any such judgment or award;

(e) Liens for taxes, fees, assessments and governmental charges not delinquent or which are being contested in good faith by appropriate proceedings, provided there has been set aside on the books of the Borrower or the consolidated Subsidiaries, as the case may be, adequate reserves in accordance with GAAP with respect thereto; and provided further, execution is not levied upon any such Lien;

(f) Mechanics', carriers', workers', repairmen's or other like Liens arising in the ordinary course of business securing obligations which are not overdue for a period of more than ninety (90) calendar days, or which are being contested in good faith by appropriate proceedings; provided there has been set aside on the books of the Borrower and the consolidated Subsidiaries, as the case may be, adequate reserves in accordance with GAAP with respect thereto; and provided further, execution is not levied upon any such Lien;

(g) Lessors' interests under capital leases;

(h) Liens on Property acquired or constructed with the proceeds of any tax-exempt bond financing to secure such financing;

(i) Liens securing Indebtedness of a consolidated Subsidiary to the Borrower or any Guarantor or, in the case of Indebtedness of a consolidated Subsidiary which is not a Guarantor, to any consolidated Subsidiary which is not a Guarantor;

(j) Liens existing on the Property of a corporation or other business entity immediately prior to its being consolidated with or merged into the Borrower or a consolidated Subsidiary or its becoming a consolidated Subsidiary, or Liens existing on any Property acquired by the Borrower or a consolidated Subsidiary at the time such is so acquired (whether or not the Indebtedness secured thereby shall have been assumed), provided that (i) no such Lien was created or assumed in contemplation of such consolidation or merger or such entity's becoming a consolidated Subsidiary or such acquisition of Property, and (ii) each such Lien shall only cover the acquired Property and, if required by the terms of the instrument originally creating such Lien, Property which is an improvement to or is acquired for specific use in connection with such acquired Property;

(k) Liens on Flight Equipment acquired on or after the date of this Agreement which (i) secure the payment of all or any part of the purchase price of such Flight Equipment or improvements thereon or modifications thereto, (ii) are limited to the Flight Equipment so acquired and improvements thereon or modifications thereto, and (iii) attach to such Flight Equipment within one (1) year after the acquisition, improvement, or modification of such Flight Equipment;

(l) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(m) Zoning, building or other restrictions, variances, covenants, rights of way, encumbrances, easements, and other minor irregularities in title, none of which, individually or in the aggregate, (i) interfere in any material respect with the present use or occupancy of the affected parcel by the Borrower or any Subsidiary, (ii) have no more than an immaterial effect on the value thereof or its use, or (iii) would impair the ability of such parcel to be sold for its present use;

(n) Liens arising solely by virtue of (i) any law or regulation relating to banker's liens, or (ii) rights of set-off or similar rights and remedies, in each case as to deposit accounts or other funds maintained with a creditor depository institution;

(o) Liens to secure Indebtedness for the purpose of financing all or any part of the purchase price or the cost of construction or improvement of the Property subject to such Lien; provided, however, that (i) the principal amount of any Indebtedness secured by such Lien does not exceed one hundred percent (100%) of such purchase price or cost, and (ii) such Lien does not extend to or cover any other Property other than such item of Property so acquired, constructed, or improved;

(p) Liens arising out of the refinancing, extension, renewal or refunding of any Indebtedness secured by any Lien permitted by clauses (h), (j), (k), and (o) of this Section 7.01; provided that such Indebtedness is not increased and is not secured by any additional assets;

(q) Liens incurred or deposits or pledges made for the purpose of complying with any cash collateralization requirements resulting from defaults by lenders under any syndicated letter of credit facility the Borrower may have in place from time to time;

(r) Liens not otherwise permitted by Sections 7.01(a) through (q); provided that, as of the date any Lien is incurred and as of the end of each fiscal quarter of the Borrower ending after February 28, 2022, the sum of (i) the aggregate principal amount of all outstanding Long Term Debt of the consolidated Subsidiaries which are not Guarantors (excluding the Current Maturities of any such Long Term Debt and any Long Term Debt of a consolidated Subsidiary owing to the Borrower or another consolidated Subsidiary that is a Guarantor), plus (ii) the aggregate principal amount of all outstanding Long Term Debt of the Borrower or any Guarantor (excluding the Current Maturities of any such Long Term Debt and any Long Term Debt of a consolidated Subsidiary owing to the Borrower or another consolidated Subsidiary that is a Guarantor) which is secured as permitted by this Section 7.01(r), does not exceed eight percent (8%) of Consolidated Adjusted Total Assets.

SECTION 7.02. Merger and Consolidation. The Borrower will not, nor will it permit any consolidated Subsidiary to, merge with or into, or consolidate, or consummate a Division as the Dividing Person, or enter into any analogous transaction with, any other Person, or sell all or substantially all of the assets of the Borrower and its consolidated Subsidiaries taken as a whole, except:

(a) Any consolidated Subsidiary or other corporation or entity may merge with or into, or consolidate or enter into any analogous transaction with, the Borrower, provided that, immediately after giving effect to any such merger or consolidation, (i) the Borrower shall be the continuing or surviving corporation, and (ii) no Default or Event of Default shall exist;

(b) Any consolidated Subsidiary may merge with or into, or consolidate or enter into any analogous transaction with, any consolidated Subsidiary so long as, immediately after giving effect thereto, no Default or Event of Default shall exist;

(c) The Borrower or any consolidated Subsidiary may transfer its assets to the Borrower or any consolidated Subsidiary, so long as immediately after giving effect thereto, no Default or Event of Default shall exist;

(d) Any corporation or other entity may merge with or into, or consolidate or enter into any analogous transaction with, any consolidated Subsidiary, so long as immediately after giving effect to any such merger or consolidation, (i) the continuing or surviving entity shall be a consolidated Subsidiary, and (ii) no Default or Event of Default shall exist;

(e) Any consolidated Subsidiary that is not a Significant Subsidiary may merge with or into, or consolidate, or enter into any analogous transaction with, any Person if the primary purpose of such transaction is to discontinue the existence of such consolidated Subsidiary or dispose of such consolidated Subsidiary, so long as immediately after giving effect thereto, no Default or Event of Default shall exist; and

(f) Any Specified Guarantor, other Guarantor, Significant Subsidiary or other Subsidiary that is an LLC or a limited partnership may consummate a Division as the Dividing Person if, immediately upon the consummation of such Division, the assets of the applicable Dividing Person are held by (i) in the case of a Dividing Person that was a Specified Guarantor immediately prior to the consummation of such Division, one or more Specified Guarantors immediately upon the consummation of the such Division (ii) in the case of a Dividing Person that was such other Guarantor immediately prior to the consummation of such Division, one or more Guarantors immediately upon the consummation of the such Division, (iii) in the case of a Dividing Person that was a Significant Subsidiary immediately prior to the consummation of such Division, one or more Significant Subsidiaries immediately upon the consummation of the such Division or (iv) in the case of a Dividing Person that was such other Subsidiary immediately prior to the consummation of such Division, one or more Subsidiaries immediately prior to the consummation of such Division, or, with respect to assets not so held by one or more Specified Guarantors, other Guarantors, Significant Subsidiaries or other Subsidiaries, respectively the sale, transfer or other disposition of such assets would otherwise be permitted under this Agreement.

SECTION 7.03. Clauses Restricting Significant Subsidiary Distributions. The Borrower will not permit any of its Significant Subsidiaries to enter into any agreement, instrument, or indenture that, directly or indirectly, prohibits or restricts such Significant Subsidiary from any of the following if such prohibition or restriction would materially and adversely affect the ability of any Loan Party to comply with its obligations under any Loan Document to which it is a party:

- (a) incurring or paying any Indebtedness owed to the Borrower or any other Significant Subsidiary;
- (b) granting any Liens;
- (c) declaring or paying dividends; and
- (d) making loans, advances or other investments to or in the Borrower or any other Significant Subsidiary;

provided that nothing in this Section 7.03 shall prohibit (i) restrictions and conditions imposed by law or by this Agreement; (ii) restrictions and conditions existing on the date hereof (but not any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary, provided such restrictions and conditions apply only to the Subsidiary that is to be sold, (iv) restrictions or conditions applicable to Property or assets securing Indebtedness permitted by this Agreement, and (v) customary provisions in leases and other contracts restricting the assignment thereof and customary transfer restrictions and rights of first refusal in shareholders' agreements, to the extent such provisions, restrictions, or rights are in existence on the date hereof or consistent with past practice.

SECTION 7.04. Subsidiary Indebtedness. The Borrower will not permit any of its Subsidiaries to create and issue any unsecured notes or debentures (other than to the Borrower or a consolidated Subsidiary).

SECTION 7.05. Use of Proceeds. The Borrower will not request any Borrowing, and the Borrower shall not directly, or knowingly, indirectly, use, and shall procure that its Subsidiaries and its or their respective directors, officers and employees and agents acting on behalf of Borrower or its Subsidiaries in connection with this Agreement shall not use the proceeds of any Borrowing (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any applicable Anti-Corruption Laws, or (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country to the extent such activities, business or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or in a European Union member state.

ARTICLE VIII

EVENTS OF DEFAULT

If any of the following events ("Events of Default") shall occur:

- (a) the Borrower fails to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;
- (b) the Borrower fails to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in paragraph (a) of this Article VIII) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days;
- (c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Subsidiary in or in connection with this Agreement or any amendment or modification hereof, or in any certificate furnished pursuant to or in connection with this Agreement or any amendment or modification hereof, prove to have been incorrect in any material respect when made or deemed made;
- (d) the Borrower fails to observe or perform any covenant, condition, or agreement contained in Sections 6.02, 6.03, 6.09, 7.01 or 7.02;
- (e) the Borrower fails to observe or perform any covenant, condition, or agreement contained in this Agreement (other than those specified in paragraphs (a), (b), (c), or (d) of this Article VIII), and such failure shall continue unremedied for a period of thirty (30) days after written notice thereof to the Borrower from the Administrative Agent or any Lender;
- (f) the Borrower or any Significant Subsidiary fails to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable, after giving effect to any applicable grace period;
- (g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time, or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption, or defeasance thereof, prior to its scheduled maturity; provided that this paragraph (g) shall not apply to (i) secured Indebtedness that becomes due as a

result of the voluntary sale or transfer of the Property or assets securing such Indebtedness and (ii) secured Indebtedness that becomes due in accordance with its terms as a result of the voluntary or involuntary sale, transfer, or disposition of the Property or assets securing such Indebtedness;

(h) an involuntary proceeding is commenced or an involuntary petition is filed seeking (i) liquidation, reorganization, or other relief in respect of the Borrower or any Significant Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state, or foreign bankruptcy, insolvency, receivership, or similar law now or hereafter in effect, or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator, or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Significant Subsidiary (i) voluntarily commences any proceeding or files any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article VIII, (iii) applies for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, (iv) files an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) makes a general assignment for the benefit of creditors, or (vi) takes any action for the purpose of effecting any of the foregoing;

(j) the Borrower or any Significant Subsidiary fails to pay, or admits in writing its inability to pay, its debts generally as they become due;

(k) the guarantee of any Significant Subsidiary contained in its respective Guarantee Agreement ceases, for any reason, to be in full force and effect or the Borrower or such Significant Subsidiary so asserts;

(l) the Borrower or any Significant Subsidiary fails within forty-five (45) days to pay, bond or otherwise discharge any judgment or order for the payment of money in excess of \$200,000,000, which is not stayed on appeal or otherwise being appropriately contested in good faith;

(m) an ERISA Event has occurred that, when taken together with all other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect; or

(n) a Change of Control occurs;

then, and in every such event (other than an event with respect to the Borrower described in paragraphs (h) or (i) of this Article VIII), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other

obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest, or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in paragraphs (h) or (i) of this Article VIII, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest, or other notice of any kind, all of which are hereby waived by the Borrower. Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

If, within fourteen (14) days after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans hereunder as a result of any Default (other than any Default as described in paragraphs (h) or (i) of this Article VIII) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Required Lenders (in their sole discretion) shall so direct, the Administrative Agent shall, by notice to the Borrower, rescind and annul such acceleration and/or termination, provided that the Borrower certifies to the Lenders to their satisfaction that, upon giving effect to such rescission, no other Indebtedness of the Borrower shall be accelerated by virtue of a cross-default or cross-acceleration to Indebtedness under this Agreement.

ARTICLE IX

THE AGENTS

SECTION 9.01. Appointment. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations, or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

SECTION 9.02. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

SECTION 9.03. Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact, or Affiliates shall be (i) liable to any Lender for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct), or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations, or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement, or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness,

enforceability, or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party that is a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the Properties, books or records of any Loan Party.

SECTION 9.04. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex, or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

SECTION 9.05. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

SECTION 9.06. SECTION 9.06. Acknowledgements of Lenders. (a) Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact, or Affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any Affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, Property, financial, and other condition and creditworthiness of the Loan Parties and their Affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, Property, financial, and other condition and creditworthiness of the Loan Parties and their Affiliates. Except for notices, reports

and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, Property, condition (financial or otherwise), prospects, or creditworthiness of any Loan Party or any Affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact, or Affiliates.

(b) (i) Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a “Payment”) were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the New York Fed Bank Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on “discharge for value” or any similar doctrine. A notice of the Administrative Agent to any Lender under this Section 9.06(b) shall be conclusive, absent manifest error.

(ii) Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a “Payment Notice”) or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the New York Fed Bank Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) The Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party.

(iv) Each party’s obligations under this Section 9.06(b) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

SECTION 9.07. Indemnification. The Lenders agree to indemnify each Agent in its capacity as such (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section 9.07 (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements that are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The agreements in this Section 9.07 shall survive the payment of the Loans and all other amounts payable hereunder. The respective obligations of the Lenders under this Agreement are several and not joint, and no Lender shall be responsible for the failure of any other Lender to satisfy its obligations hereunder.

SECTION 9.08. Agent in Its Individual Capacity. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

SECTION 9.09. Successor Administrative Agent. (a) The Administrative Agent may resign as Administrative Agent upon ten (10) days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under paragraph (a) of Article VIII or paragraph (i) of Article VIII with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers, and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers, and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is thirty (30) days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Article IX shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

(b) The Administrative Agent agrees that in the event it shall fail to fund its portion of any Borrowing within three (3) Business Days of the date on which it shall have been required to fund same, it shall cooperate in good faith with efforts by the Borrower to replace it with a successor administrative agent that is satisfactory to the Required Lenders and the Borrower (including resigning in connection with such replacement).

SECTION 9.10. Documentation Agents and Syndication Agent. None of the Documentation Agents or the Syndication Agent shall have any duties or responsibilities hereunder in its capacity as such.

SECTION 9.11. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments, or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

ARTICLE X

MISCELLANEOUS

SECTION 10.01. Amendments and Waivers. (a) None of this Agreement, any other Loan Document, or any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.01. The Required Lenders and each Loan Party that is party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party that is party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding, deleting or modifying any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder, or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) forgive the principal amount or extend the final scheduled date of maturity of any Loan, reduce the stated rate of any interest or fee payable hereunder (except (x) in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Required Lenders), and (y) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly affected thereby; (ii) eliminate or reduce the voting rights of any Lender under this Section 10.01 without the written consent of such Lender; (iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, or release the Guarantee Agreement or any Guarantor that is guaranteeing any public debt securities issued by the Borrower from its obligations under the Guarantee Agreement, in each case without the written consent of all Lenders (except for releases of Guarantors (other than any Specified Guarantor) in connection with any transaction otherwise expressly permitted to be consummated pursuant to this Agreement which releases, notwithstanding anything herein to the contrary, shall be governed by Section 10.14(d)); (iv) amend, modify or waive any provision of Section 2.15 without the written consent of the Lenders adversely affected thereby or (v) amend, modify or waive any provision of Article IX without the written consent of the Administrative Agent. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon. Notwithstanding anything to the contrary contained herein, as to any amendment, amendment and restatement or other modifications otherwise approved in accordance with this Section 10.01, it shall not be necessary to obtain the consent or approval of any Lender that, upon giving effect to such amendment, amendment and restatement or other modification, would have no Commitments or outstanding Loans so long as such Lender receives payment in full of the principal of and interest accrued on each Loan made by, and all other amounts owing to, such Lender or accrued for the account of such Lender under this Agreement and the other Loan Documents at the time such amendment, amendment and restatement or other modification becomes effective.

(b) Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent, and the Borrower (i) to add one (1) or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and extensions of credit and the accrued interest and fees in respect thereof, and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

(c) Notwithstanding anything to the contrary in the foregoing, any provision of this Agreement may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent to cure any ambiguity, omission, mistake, defect or inconsistency, it being agreed that the Administrative Agent shall provide the Lenders at least five Business Days' prior written notice of such amendment, and any such amendment shall be deemed approved by the Lenders unless the Administrative Agent shall have received, within five Business Days of the date that a draft of such amendment is provided to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment.

SECTION 10.02. NOTICES. (A) ALL NOTICES, REQUESTS AND DEMANDS TO OR UPON THE RESPECTIVE PARTIES HERETO TO BE EFFECTIVE SHALL BE IN WRITING (INCLUDING BY ELECTRONIC MAIL), AND, UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, SHALL BE DEEMED TO HAVE BEEN DULY GIVEN OR MADE WHEN DELIVERED, OR THREE (3) BUSINESS DAYS AFTER BEING DEPOSITED IN THE MAIL, POSTAGE PREPAID, OR, IN THE CASE OF ELECTRONIC MAIL NOTICE, WHEN RECEIVED, ADDRESSED AS FOLLOWS IN THE CASE OF THE BORROWER AND THE ADMINISTRATIVE AGENT, AND AS SET FORTH IN AN ADMINISTRATIVE QUESTIONNAIRE DELIVERED TO THE ADMINISTRATIVE AGENT IN THE CASE OF THE LENDERS, OR TO SUCH OTHER ADDRESS AS MAY BE HERAFTER NOTIFIED IN WRITING BY THE RESPECTIVE PARTIES HERETO:

Borrower: FedEx Corporation
942 S. Shady Grove Road
Memphis, Tennessee 38120
Attention: Treasurer

with a copy to: FedEx Corporation
942 S. Shady Grove Road
Memphis, Tennessee 38120
Attention: General Counsel

Administrative Agent:

With respect to Revolving Loans:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd.
NCC5 / 1st Floor
Newark, DE 19713
Attention: Loan & Agency Services Group
Tel: +13129549582
Email: zohaib.nazir@chase.com

Agency Withholding Tax Inquiries:
Email: agency.tax.reporting@jpmorgan.com

Agency Compliance/Financials/Intralinks:
Email: covenant.compliance@jpmchase.com

JPMorgan Chase Bank, N.A.
10420 Highland Manor Dr. 4th Floor
Tampa, FL 33610
Attention: Standby LC Unit
Tel: 800-364-1969
Fax: 856-294-5267
Email: GTS.Client.Services@jpmchase.com

With a copy to:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd.
NCC5 / 1st Floor
Newark, DE 19713
Attention: Loan & Agency Services Group
Tel: +13129549582
Email: zohaib.nazir@chase.com

With respect to each Borrowing Request or Compliance Certificate delivered pursuant to
Section 6.01(c), a copy to:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd.
NCC5 / 1st Floor
Newark, DE 19713
Attention: Loan & Agency Services Group
Tel: +13129549582
Email: zohaib.nazir@chase.com

With a copy to:

JPMorgan Chase Bank, N.A.
8181 Communications Pkwy
Plano, TX 75024
Attention: Jono Bennett
Telephone: (972) 324-9048
Email: jonathan.r.bennett@jpmorgan.com

provided that any notice, request or demand to or upon the Administrative Agent or the Lenders shall not be effective until received.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

SECTION 10.03. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent, Borrower, or any Lender, any right, remedy, power, or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.

SECTION 10.04. Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document or certificate delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

SECTION 10.05. Payment of Expenses and Taxes; Indemnity; Limitation of Liability; Etc.

(a) Payment of Expenses and Taxes; Indemnity: The Borrower agrees (a) to pay or reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees and disbursements of counsel to the Administrative Agent as separately agreed by the Administrative Agent and the Borrower, and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Effective Date (in the case of amounts to be paid on the Effective Date) and from time to time thereafter on a quarterly basis or such other periodic basis as the Administrative Agent shall deem appropriate, (b) to pay or reimburse each Lender and the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the reasonable fees and disbursements of counsel to each Lender and of counsel to the Administrative Agent, (c) to pay, indemnify, and hold each Lender and the Administrative Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to stamp, excise, and other taxes, if any, that are payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement, or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender, the Agents and the Administrative Agent and their respective officers, directors, employees, affiliates, and agents (each, an “Indemnitee”) harmless from and against any and all Liabilities with respect to the execution, delivery, enforcement, performance, and administration of and any action taken in connection with this Agreement and the other Loan Documents, including any of the foregoing relating to the payment of principal, interest, and fees, the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Borrower, any Guarantor or any Subsidiary or any of their respective Properties, any Environmental Liability, and the reasonable fees and expenses of legal counsel actually incurred in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this paragraph (d), collectively, the “Indemnified Liabilities”), provided, that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnitee. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs, and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee.

(b) Limitation of Liability: To the extent permitted by applicable law (i) the Borrower and its Subsidiaries shall not assert, and the Borrower and its Subsidiaries hereby waive, any claim against the Administrative Agent, any Syndication Agent, any Documentation Agent and any Lender, and any Related Party of any of the foregoing Persons (each such Person being called a “Lender-Related Person”) for any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet), and (ii) no party hereto shall assert, and each such party hereby waives, any Liabilities against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the transactions contemplated by this Agreement or any other Loan Document, any Loan or the use of the proceeds thereof; provided that, nothing in this Section 10.05(b) shall relieve the Borrower and each of its Subsidiaries of any obligation it may have to indemnify an Indemnitee, as provided in Section 10.05(a), against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(c) Payments. All amounts due under this Section 10.05 shall be payable not later than thirty (30) days after written demand therefor, which shall set forth in reasonable detail the nature, basis and description of such Indemnified Liability. Statements payable by the Borrower pursuant to this Section 10.05 shall be submitted to FedEx Corporation, Attn: Treasurer (Telephone No. (901) 818-7121; Telecopy No. (901) 818-7248), at the address of the Borrower set forth in Section 10.02, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 10.05 shall survive repayment of the Loans and all other amounts payable hereunder.

SECTION 10.06. Successors and Assigns; Participations and Assignments. (a) This Agreement shall be binding upon and inure to the benefit of the Borrower, the Lenders, the Administrative Agent, all future holders of the Loans and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender.

(b) Any Lender other than any Conduit Lender may, without the consent of the Borrower or the Administrative Agent, in accordance with applicable law, at any time sell to one (1) or more banks, financial institutions or other entities (each, a "Participant") participating interests in any Loan owing to such Lender, any Commitment of such Lender or any other interest of such Lender hereunder and under the other Loan Documents, provided that, no Lender shall sell its participating interests to the Borrower or any Affiliate of the Borrower. In the event of any such sale by a Lender of a participating interest to a Participant, such Lender's obligations under this Agreement to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any such Loan for all purposes under this Agreement and the other Loan Documents, and the Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents. In no event shall any Participant under any such participation have any right to approve any amendment or waiver of any provision of any Loan Document, or any consent to any departure by any Loan Party therefrom, except to the extent that such amendment, waiver or consent would reduce the principal of, or interest on, the Loans or any fees payable hereunder, or postpone the date of the final maturity of the Loans, in each case to the extent subject to such participation. The Borrower agrees that if amounts outstanding under this Agreement and the Loans are due or unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall, to the maximum extent permitted by applicable law, be deemed to have the right of setoff in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement, provided that, in purchasing such participating interest, such Participant shall be deemed to have agreed to share with the Lenders the proceeds thereof as provided in Section 10.07(a) as fully as if it were a Lender hereunder. The Borrower also agrees that each Participant shall be entitled to the benefits of Sections 2.12, 2.13 and 2.14 with respect to its participation in the Commitments and the Loans outstanding from time to time as if it were a Lender; provided that, in the case of Sections 2.13 and 2.14, such Participant shall have complied with the requirements of said Sections as if it were a Lender (it being understood that the documentation required under Section 2.14(f) shall be delivered to the participating Lender); and provided, further, that no Participant shall be entitled to receive any greater amount pursuant to any such Section than the transferor Lender would have been entitled to receive in respect of the amount of the participation transferred by such transferor Lender to such Participant had no such transfer occurred, except to the extent such entitlement to receive a greater

payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower (but without giving rise to any fiduciary obligation of any kind to the Borrower), maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided, however, that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, letters of credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for purposes of this Agreement notwithstanding any notice to the contrary.

(c) Any Lender other than any Conduit Lender (an "Assignor") may, in accordance with applicable law, at any time and from time to time assign to any Lender (other than any Defaulting Lender) or any Lender Affiliate or, with the consent of the Borrower and the Administrative Agent (which, in each case, shall not be unreasonably withheld or delayed), to an additional bank, financial institution or other entity (an "Assignee") all or any part of its rights and obligations under this Agreement and the other Loan Documents pursuant to an Assignment and Acceptance, executed by such Assignee, such Assignor and any other Person whose consent is required pursuant to this paragraph, and delivered to the Administrative Agent for its acceptance and recording in the Register (as defined below); provided that, unless otherwise agreed by the Borrower and the Administrative Agent, no such assignment to an Assignee (other than any Lender or any Lender Affiliate) shall be in an aggregate principal amount of less than \$5,000,000 and after giving effect to such assignment, such assigning Lender shall have Commitments and Loans in an aggregate amount of at least \$5,000,000 as described in this sentence except in the case of an assignment of all of a Lender's interests under this Agreement. For purposes of the proviso contained in the preceding sentence, the amount described therein shall be aggregated in respect of each Lender and its Lender Affiliates, if any. The Assignee shall purchase, at par, all Loans and pay all accrued interest and other amounts owing to such Assignor under this Agreement on or prior to the date of assignment for any assignment pursuant to Section 2.17. Upon such execution, delivery, acceptance and recording, from and after the effective date determined pursuant to such Assignment and Acceptance, (x) the Assignee thereunder shall be a party hereto and, to the extent provided in such Assignment and Acceptance, have the rights and obligations of a Lender hereunder with a Commitment and/or Loans as set forth therein, and (y) the Assignor thereunder shall, to the extent provided in such Assignment and Acceptance, relinquish its rights (other than its rights under Sections 2.13, 2.14, and 10.05 to the extent any claim thereunder relates to an event arising prior to the effective date of such assignment) and be released from its obligations (other than its obligations under Section 9.07 with respect to matters arising prior to the effective date of such assignment) under this Agreement (and, in the case of an Assignment and Acceptance covering all of an Assignor's rights and obligations under this Agreement, such Assignor shall cease to be a party hereto). Notwithstanding any provision of this Section 10.06, (i) the consent of the Borrower shall not be required for any assignment that occurs after the occurrence and during the continuance of an Event of Default, (ii) no assignment shall be made to the Borrower or any Affiliate of the Borrower and (iii) if the consent of the Borrower is otherwise required by this paragraph with respect to any assignment of Loans or Commitments, and the Borrower has not given the Administrative Agent written notice of its objection to such assignment within ten Business Days after written notice to the Borrower, the Borrower shall be deemed to have consented to such assignment. Notwithstanding the foregoing, any Conduit Lender may assign at any time to its designating Lender hereunder without the consent of the Borrower or the Administrative Agent any or all of the Loans it may have funded hereunder and pursuant to its designation agreement and without regard to the limitations set forth in the first sentence of this Section 10.06(c).

(d) The Administrative Agent shall, on behalf of the Borrower, maintain at its address referred to in Section 10.02 a copy of each Assignment and Acceptance delivered to it and a register (the “Register”) for the recordation of the names and addresses of the Lenders and the Commitment of, and the principal amount of the Loans owing to, each Lender from time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, each other Loan Party, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register as the owner of the Loans and any Notes evidencing the Loans recorded therein for all purposes of this Agreement. Any assignment of any Loan, whether or not evidenced by a Note, shall be effective only upon appropriate entries with respect thereto being made in the Register (and each Note shall expressly so provide). Any assignment or transfer of all or part of a Loan evidenced by a Note shall be registered on the Register only upon surrender for registration of assignment or transfer of the Note evidencing such Loan, accompanied by a duly executed Assignment and Acceptance, and thereupon one or more new Notes shall be issued to the designated Assignee.

(e) Upon its receipt of an Assignment and Acceptance executed by an Assignor, an Assignee and any other Person whose consent is required by Section 10.06(c), together with payment to the Administrative Agent of a registration and processing fee of \$4,000, the Administrative Agent shall (i) promptly accept such Assignment and Acceptance, (ii) record the information contained therein in the Register on the effective date determined pursuant thereto, and (iii) promptly notify Borrower of its receipt of such Assignment and Acceptance.

(f) For avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this Section 10.06 concerning assignments relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests, including any pledge or assignment by a Lender to any Federal Reserve Bank or central bank in accordance with applicable law.

(g) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (f) above.

(h) Each of the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under any state bankruptcy or similar law, for one (1) year and one (1) day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party to this Agreement for any loss, cost, damage, or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

SECTION 10.07. Adjustments; Set-off. (a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender or to the Lenders, if any Lender (a “Benefitted Lender”) shall, at any time after the Loans and other amounts payable hereunder shall immediately become due and payable pursuant to Article VIII, receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in paragraph (i) of Article VIII, or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such

other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders and the Lender Affiliates provided by law, if an Event of Default shall have occurred and be continuing, each Lender and Lender Affiliate shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration, or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured, or unmatured, at any time held or owing by such Lender or Lender Affiliate or any branch or agency thereof to or for the credit or the account of the Borrower, as the case may be. Each Lender and Lender Affiliate agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender or Lender Affiliate, provided that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 10.08. Counterparts. This Agreement may be executed by one (1) or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one (1) and the same instrument. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

SECTION 10.09. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10.10. Integration. This Agreement, the other Loan Documents, and any commitment letters or similar documents related to the Transactions, represent the entire agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations, or warranties by the Borrower, Administrative Agent, or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

SECTION 10.11. GOVERNING LAW.

(a) THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) Each of the Lenders and the Administrative Agent hereby irrevocably and unconditionally agrees that, notwithstanding the governing law provisions of any applicable Loan Document, any claims brought against the Administrative Agent by any Lender relating to this Agreement, any other Loan Document or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of New York.

SECTION 10.12. Submission To Jurisdiction; Waivers.

The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in New York City, Borough of Manhattan), and appellate courts from any thereof;

(b) consents that any such action or proceeding shall be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in Section 10.02 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive, or consequential damages.

SECTION 10.13. Acknowledgements. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution, and delivery of this Agreement and the other Loan Documents;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Administrative Agent and Lenders, on one hand, and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor;

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Lenders; and

(d) the Loan Parties have been advised that the Administrative Agent and Lenders are engaged in a broad range of transactions that may involve interests that differ from the Loan Parties' interests and that the Administrative Agent and Lenders have no obligation to disclose such interests and transactions to the Loan Parties.

SECTION 10.14. Guarantors. (a) The Guarantors as of the date hereof are set forth on Schedule 10.14 hereto.

(b) Upon any Subsidiary guaranteeing any public debt securities issued or guaranteed by the Borrower or any other Material Indebtedness of the Borrower, within thirty (30) days thereafter, the Borrower shall cause such Subsidiary to execute the Guarantee Agreement pursuant to an Addendum thereto in the form of Annex I to the Guarantee Agreement, and in the case of a Significant Subsidiary, to deliver documentation, to the extent requested by the Administrative Agent, similar to that described in Section 5.01(c) and (d) relating to the authorization for, execution and delivery of, and validity of such Significant Subsidiary's obligations as a Guarantor, such documentation to be in form and substance reasonably satisfactory to the Administrative Agent.

(c) The Borrower covenants and agrees with the Lenders that each Specified Guarantor is, and shall remain, an entity organized under the laws of any jurisdiction within the United States. For the avoidance of doubt, this Section 10.14(c) shall not prohibit any merger or consolidation of a Specified Guarantor; provided, that, in accordance with the definition of "Specified Guarantor", any Person into which such Specified Guarantor is merged or consolidated, or to which all or substantially all of its assets are sold, transferred or disposed, shall become a Specified Guarantor and be subject to the provisions of this Section 10.14(c).

(d) Notwithstanding anything to the contrary contained herein or in any other Loan Document, upon the release of any Guarantor (other than any Specified Guarantor) from its guarantee of any and all public debt securities issued or guaranteed by the Borrower, such Guarantor shall be deemed to be automatically and unconditionally released and discharged from all its obligations under the Guarantee Agreement without any further action required on the part of the Administrative Agent or any Lender. At the request and sole expense of the Borrower following any such release and discharge, the Administrative Agent shall execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence such release and discharge. For the avoidance of doubt, it is agreed and understood that any release of any Specified Guarantor from its obligations under the Guarantee Agreement shall be subject to Section 10.01.

SECTION 10.15. Confidentiality. Each of the Administrative Agent and each Lender agrees to keep confidential all Information provided to it or its Affiliates by any Loan Party or its Affiliates pursuant to this Agreement; provided that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such Information (a) to the Administrative Agent or any other Lender, (b) subject to an agreement by such Person to comply with the provisions of this Section, to any actual or prospective Transferee or any actual or prospective direct or indirect counterparty to any Hedge Agreement (or any professional advisor to such counterparty), (c) to its employees or directors, or those of its Affiliates, agents, attorneys, accountants, and other professional advisors, or any Lender Affiliates, who are made aware of the confidential requirements of this Section 10.15 and who are instructed to keep such Information confidential in accordance therewith, (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to Information about a Lender's investment portfolio in connection with

ratings issued with respect to such Lender, (i) in connection with the exercise of any remedy hereunder or under any other Loan Document, or (j) with the written consent of the Borrower. The provisions of this Section 10.15 shall survive any expiration or termination of this Agreement for a period of one (1) year. For the purposes of this Section, “Information” means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent or any Lender on a non-confidential basis prior to disclosure by the Borrower and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry; provided that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential.

SECTION 10.16. WAIVERS OF JURY TRIAL. THE BORROWER, THE ADMINISTRATIVE AGENT, AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 10.17. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively, the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received, or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 10.18. Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

SECTION 10.19. USA Patriot Act; Beneficial Ownership Regulation.

(a) Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies the Borrower and its subsidiaries, which information includes the name and business address of the Borrower, its subsidiaries and other required information that will allow such Lender to identify the Borrower and its subsidiaries in accordance with the Act, such as tax identification numbers and legal organizational documents. The Borrower and its subsidiaries shall promptly provide such information upon request by any Lender.

(b) Promptly following any request therefor, the Borrower shall provide information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with the Beneficial Ownership Regulation.

In connection therewith, each Lender hereby agrees that such information shall be covered by the confidentiality provisions set forth in Section 10.15 hereof.

SECTION 10.20. Judgment Currency.

(a) The Loan Parties' obligations hereunder and under the other Loan Documents to make payments in Dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than Dollars, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent, the respective Lender of the full amount of Dollars expressed to be payable to the Administrative Agent or such Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than Dollars (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in Dollars, the conversion shall be made at the Dollar Equivalent determined as of the Business Day immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, the Loan Parties shall pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of Dollars which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the Dollar Equivalent or any other rate of exchange for this Section 10.20, such amounts shall include any premium and costs payable in connection with the purchase of Dollars.

SECTION 10.21. Waiver. Each Lender party hereto which is also party to the Existing 364-Day Credit Agreement hereby waives compliance by the Borrower with the requirement of three (3) Business Days' (as defined therein) notice thereunder for the termination of the Commitments (as defined therein) pursuant to Section 2.06(b) thereto.

SECTION 10.22. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable:
 - (i) a reduction in full or in part or cancellation of any such liability;
 - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

FEDEX CORPORATION, as Borrower

By: /s/ John D. Hartney

Name: John D. Hartney

Title: Staff Vice President and Assistant Treasurer

[FedEx Three-Year Credit Agreement]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and a Lender

By: /s/ Jonathan Bennett

Name: Jonathan Bennett

Title: Executive Director

[FedEx Three-Year Credit Agreement]

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Jason Yakabu
Name: Jason Yakabu
Title: Director

[FedEx Three-Year Credit Agreement]

The Bank of Nova Scotia,
as a Lender

By: /s/ Kevin D. McCarthy
Name: Kevin McCarthy
Title: Director

[FedEx Three-Year Credit Agreement]

CITIBANK, N.A.,
as a Lender

By: /s/ Maureen Maroney
Name: Maureen Maroney
Title: Vice President

[FedEx Three-Year Credit Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Mylissa Merten
Name: Mylissa Merten
Title: Vice President

[FedEx Three-Year Credit Agreement]

Truist Bank,
as a Lender

By: /s/ Chris Hursey
Name: Chris Hursey
Title: Director

[FedEx Three-Year Credit Agreement]

BNP Paribas,
as a Lender

By: /s/ Todd Grossnickle
Name: Todd Grossnickle
Title: Director

By: /s/ Nader Tannous
Name: Nader Tannous
Title: Managing Director

[FedEx Three-Year Credit Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,
as a Lender

By: /s/ Ming K. Chu
Name: Ming K. Chu
Title: Director

By: /s/ Marko Lukin
Name: Marko Lukin
Title: Vice President

[FedEx Three-Year Credit Agreement]

GOLDMAN SACHS BANK USA,
as a Lender

By: /s/ Jonathan Dworkin
Name: Jonathan Dworkin
Title: Authorized Signatory

[FedEx Three-Year Credit Agreement]

HSBC Bank USA, National Association,
as a Lender

By: /s/ Patrick Mueller
Name: Patrick Mueller
Title: Managing Director

[FedEx Three-Year Credit Agreement]

ING Bank N.V., Dublin Branch,
as a Lender

By: /s/ Cormac Langford
Name: Cormac Langford
Title: Director

By: /s/ Sean Hassett
Name: Sean Hassett
Title: Director

[FedEx Three-Year Credit Agreement]

Mizuho Bank, Ltd.,
as a Lender

By: /s/ Donna DeMagistris
Name: Donna DeMagistris
Title: Executive Director

[FedEx Three-Year Credit Agreement]

Morgan Stanley Bank, N.A.,
as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

[FedEx Three-Year Credit Agreement]

PNC Bank, National Association,
as a Lender

By: /s/ Tracey Silverman

Name: Tracey Silverman

Title: Senior Vice President

[FedEx Three-Year Credit Agreement]

REGIONS BANK,
as a Lender

By: /s/ Michael J. Veinbergs
Name: Michael J. Veinbergs
Title: Director

[FedEx Three-Year Credit Agreement]

Sumitomo Mitsui Banking Corporation,
as a Lender

By: /s/ Minxiao Tian
Name: Minxiao Tian
Title: Director

[FedEx Three-Year Credit Agreement]

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Andrew C. Beckman

Name: Andrew C. Beckman

Title: Senior Vice President

[FedEx Three-Year Credit Agreement]

First Horizon Bank,
as a Lender

By: /s/ Patrick D. Wredling
Name: Patrick D. Wredling
Title: Vice President

[FedEx Three-Year Credit Agreement]

KBC Bank N.V.,
as a Lender

By: /s/ Nicholas Fiore

Name: Nicholas Fiore

Title: Director

By: /s/ Francis X. Payne

Name: Francis X. Payne

Title: Managing Director

[FedEx Three-Year Credit Agreement]

STANDARD CHARTERED BANK,
as a Lender

By: /s/ Kristopher Tracy

Name: Kristopher Tracy

Title: Director, Financing Solutions

[FedEx Three-Year Credit Agreement]

STATE STREET BANK AND TRUST COMPANY,
as a Lender

By: /s/ Kimberly Costa
Name: Kimberly Costa
Title: Vice President

Omitted Attachments

All exhibits listed on page iii of this agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K because the information contained therein is not material and is not otherwise publicly disclosed. FedEx will furnish supplementally copies of these exhibits to the Securities and Exchange Commission or its staff upon request.

[FedEx Three-Year Credit Agreement]

SCHEDULE 2.01

LENDERS AND COMMITMENTS

<u>Lender</u>	<u>Commitment</u>
JPMorgan Chase Bank, N.A.	\$ 112,000,000.00
Bank of America, N.A.	\$ 112,000,000.00
The Bank of Nova Scotia	\$ 112,000,000.00
Citibank, N.A.	\$ 112,000,000.00
Wells Fargo Bank, National Association	\$ 112,000,000.00
Truist Bank	\$ 112,000,000.00
BNP Paribas	\$ 74,000,000.00
Deutsche Bank AG New York Branch	\$ 74,000,000.00
Goldman Sachs Bank USA	\$ 74,000,000.00
HSBC Bank USA, National Association	\$ 74,000,000.00
ING Bank N.V., Dublin Branch	\$ 74,000,000.00
Mizuho Bank, Ltd.	\$ 74,000,000.00
Morgan Stanley Bank, N.A.	\$ 74,000,000.00
PNC Bank, National Association	\$ 74,000,000.00
Regions Bank	\$ 74,000,000.00
Sumitomo Mitsui Banking Corporation	\$ 41,000,000.00
U.S. Bank National Association	\$ 41,000,000.00
First Horizon Bank	\$ 20,000,000.00
KBC Bank N.V.	\$ 20,000,000.00
Standard Chartered Bank	\$ 20,000,000.00
State Street Bank and Trust Company	\$ 20,000,000.00
Total: \$ 1,500,000,000	

SCHEDULE 4.06

DISCLOSED MATTERS

None.

SCHEDULE 4.07

**SIGNIFICANT SUBSIDIARIES
AND THEIR JURISDICTIONS**

<u>Significant Subsidiary</u>	<u>Percent Ownership</u>	<u>Jurisdiction of Organization</u>
Federal Express Corporation	100%	DELAWARE
Federal Express International, Inc. ¹	100%	DELAWARE
FedEx Corporate Services, Inc.	100%	DELAWARE
FedEx Ground Package System, Inc.	100%	DELAWARE
FedEx Freight Corporation	100%	DELAWARE
FedEx Freight, Inc. ²	100%	ARKANSAS
Federal Express Europe, Inc. ³	100%	DELAWARE

1 Federal Express International, Inc. is a direct wholly owned subsidiary of Federal Express Corporation.

2 FedEx Freight, Inc. is a direct wholly owned subsidiary of FedEx Freight Corporation.

3 Federal Express Europe, Inc. is a direct wholly owned subsidiary of Federal Express International, Inc.

SCHEDULE 10.14

INITIAL SUBSIDIARY GUARANTORS

Federal Express Corporation
Federal Express Europe, Inc.
Federal Express Holdings S.A., LLC
Federal Express International, Inc.
FedEx Corporate Services, Inc.
FedEx Freight Corporation
FedEx Freight, Inc.
FedEx Ground Package System, Inc.
FedEx Office and Print Services, Inc.

FEDEX OFFICE AND PRINT SERVICES, INC. SUPPLEMENTAL RETIREMENT PLAN

Amended and Restated

Effective January 1, 2020

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FEDEX OFFICE AND PRINT SERVICES, INC. SUPPLEMENTAL RETIREMENT PLAN

This is the FedEx Office and Print Services, Inc. Supplemental Retirement Plan (the “Plan”), which FedEx Office and Print Services, Inc., adopted effective January 1, 1998, for the benefit of certain of its executive employees and executive employees of participating affiliates who constitute a select group of management or highly compensated employees. The Plan is intended to provide these executives with the retirement benefits they would have been eligible to receive under the FedEx Office and Print Services 401(k) Retirement Savings Plan (the “Savings Plan”) but for (1) the limit on compensation that may be taken into account under the Savings Plan contained in Section 401(a)(17) of the Internal Revenue Code of 1986, and (2) with respect to certain newly-hired executives, the eligibility requirements of the Savings Plan.

This Plan is intended to qualify as an unfunded plan maintained by FedEx Office and Print Services, Inc. primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees.

Effective January 1, 2021, no new employees shall be eligible to participate in the Plan and no new Elective Deferrals shall be permitted under the Plan.

ARTICLE I

DEFINITIONS

When used herein, the following shall have the meanings set forth below unless the context clearly indicates otherwise:

1.1 "Account" means the bookkeeping account maintained for each Participant on the books of the Employer that is comprised of the following subaccounts:

- (a) "Elective Deferral Account" to which a Participant's Elective Deferrals and interest thereon are credited;
- (b) "Matching Allocation Account" to which a Participant's Matching Allocations and interest thereon are credited; and
- (c) "Discretionary Allocation Account" to which a Participant's Discretionary Allocations and interest thereon are credited.

1.2 "Administrator" means the Committee appointed to administer the Plan.

1.3 "Beneficiary" or "Beneficiaries" shall mean the person or persons, including a trustee, personal representative or other fiduciary, last designated in writing by a Participant in accordance with procedures established by the Committee to receive the benefits specified hereunder in the event of the Participant's death. No beneficiary designation shall become effective until it is filed with the Committee. Any designation shall be revocable at any time through a written instrument filed by the Participant with the Committee with or without the consent of the previous Beneficiary. However, no designation of a Beneficiary other than the Participant's spouse shall be valid unless consented to in writing by such spouse. If there is no such designation or if there is no surviving designated Beneficiary, then the Participant's surviving spouse shall be the Beneficiary. If there is no surviving spouse to receive any benefits payable in accordance with the preceding sentence, the duly appointed and currently acting personal representative of the Participant's estate (which shall include either the Participant's probate estate or living trust) shall be the Beneficiary. In any case where there is no such personal representative of the Participant's estate duly appointed and acting in that capacity within 90 days after the Participant's death (or such extended period as the Committee determines is reasonably necessary to allow such personal representative to be appointed, but not to exceed 180 days after the Participant's death), then Beneficiary shall mean the person or persons who can verify by affidavit or court order to the satisfaction of the Committee that they are legally entitled to receive the benefits specified hereunder. In the event any amount is payable under the Plan to a minor, payment shall not be made to the minor, but instead be paid (a) to that person's living parent(s) to act as custodian, (b) if that person's parents are then divorced, and one parent is the sole custodial parent, to such custodial parent, or (c) if no parent of that person is then living, to a custodian selected by the Committee to hold the funds for the minor under the Uniform Transfers or Gifts to Minors Act in effect in the jurisdiction in which the minor resides. If no parent is living and the

Committee decides not to select another custodian to hold the funds for the minor, then payment shall be made to the duly appointed and currently acting guardian of the estate for the minor or, if no guardian of the estate for the minor is duly appointed and currently acting within 60 days after the date the amount becomes payable, payment shall be deposited with the court having jurisdiction over the estate of the minor. Payment by Sponsor pursuant to any unrevoked Beneficiary designation, or to the Participant's estate if no such designation exists, of all benefits owed hereunder shall terminate any and all liability of Sponsor.

1.4 "Board of Directors" means the Board of Directors of the Sponsor.

1.5 "Cause" means (a) the Employee's conviction for commission of a felony or offense involving dishonesty with respect to the Employer; (b) the willful engaging by the Employee in conduct, or the willful failing to act in accordance with his duties, which is demonstrably and materially injurious to the Employer, whether monetarily or otherwise, including acts and omissions that constitute gross negligence; (c) the Employee's commission of an act of material dishonesty or fraud in his duties; (d) the Employee's continual and willful failure to perform his duties after being given written notice thereof and a reasonable opportunity to be heard and improve; or (e) the Employee's breach of any fiduciary duty owing to the Employer. No act or failure by an Employee shall be considered "willful" unless done or not done by the Employee in bad faith and without reasonable belief that the Employee's action or omission was in the best interest of the Employer.

1.6 "Code" means the Internal Revenue Code of 1986, as amended.

1.7 "Committee" means the individuals appointed by the Sponsor to administer the Plan.

1.8 "Compensation" means salary, wages, overtime, bonuses, bonus gross-ups, other incentive pay (excluding awards and awards gross-ups), nonrecoverable draw, commissions, on call/standby pay, pay in lieu of notice, and pay for vacation, sickness, holiday, bereavement, jury duty, witness duty, training, military leave, and workers' compensation, including any amounts contributed to a Code Section 125 cafeteria plan pursuant to a salary reduction agreement entered into by the Participant, or not currently includable in the Participant's gross income by the reason of the application of Sections 402(g), 402(h)(1)(B), or 403 of the Code, paid by the Employer to a Participant with respect to services rendered by such Participant during a Plan Year, regardless of whether paid during such Plan Year or at a later time. Compensation shall not include any amount earned before the Effective Date, no matter when paid. Compensation shall exclude: any non-recurring amounts such as payments under long-term incentive or deferred compensation plans, any amounts realized upon exercise or disposition of a stock option, any amounts contributed by the Employer to this or any other employee benefit plan, and any payments by the Employer for group insurance, hospitalization insurance, travel allowances or like benefits, but shall include amounts contributed by an Employee under this or any other employee benefit plan, whether on a pre- or post-tax basis.

1.9 "Co-worker" means an individual who is employed in an executive capacity by the Employer and is part of a select group of management or highly compensated employees.

1.10 "Disability or Disabled" means that the Participant has qualified for Social Security disability benefits. Notwithstanding the foregoing, with respect to any Non- Grandfathered Benefit the term Disability or Disabled means either (i) an inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or to last for a continuous period of at least 12 months, or (ii) any medically determinable physical or mental impairment which is expected to result in death or to last for a continuous period of at least 12 months and which results in receipt of income replacement benefits for at least ninety (90) days under an Employer-sponsored group accident and health or disability plan covering employees of the Employer, or (iii) a condition which results in a determination of total disability by the Social Security Administration or Railroad Retirement Board. Determinations of Disability shall be made under reasonable procedures established by the Employer for such purpose, and the determination of the Employer shall be final, binding, and conclusive on all parties.

1.11 "Discretionary Allocation" shall mean the discretionary contribution, if any, made by Employer and allocated to a Participant's Discretionary Allocation Account.

1.12 "Early Retirement Age" means age 55 with ten (10) years of continuous service with Employer.

1.13 "Effective Date" means January 1, 1998.

1.14 "Elective Deferral" means the amount withheld from a Participant's Eligible Compensation pursuant to a deferral agreement described in Section 2.2.

1.15 "Eligible Compensation" means a Participant's Compensation in excess of the dollar limit on the amount of compensation that may be considered for a Plan Year in determining a Participant's benefit under a retirement plan that is qualified under section 401(a) of the Code, as set forth in section 401(a)(17) of the Code, as adjusted by the Secretary of the Treasury for changes in the cost of living. However, for any period before the Participant becomes eligible to participate in the Savings Plan, Eligible Compensation means the Participant's Compensation.

1.16 "Eligible Co-worker" means an individual who satisfies the requirements of Section 2.1.

1.17 "Employer" means the Sponsor and each other entity that is included with the Sponsor in a controlled group of corporations or a controlled group of trades or businesses within the meaning of section 414(b) or (c) of the Code and has joined the Plan with the approval of the Board of Directors.

1.18 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.19 "Grandfathered Benefit" means the portion of the Participant's Account representing the Account balance under the Plan as of December 31, 2004, which was not subject to a substantial risk of forfeiture as of such date for Code Section 409A purposes, plus the book interest credited thereon after such date, as provided in Section 3.4.

1.20 "Late Retirement Age" means over age 65 without regard to length of service with Employer.

1.21 "Matching Allocation" means the allocation by the Employer made on account of a Participant's Elective Deferrals, as described in Section 3.2.

1.22 "Non-Grandfathered Benefit" shall mean the portion of the Participant's Account which represents the sum of (i) contributions credited to the Participant's Account as of a date after 2004 or which ceases to be subject to a substantial risk of forfeiture after 2004 for Code Section 409A purposes, and (ii) book interest credits thereon as of a date after 2004, as provided in Section 3.4, *i.e.*, any Account balance that does not reflect a Grandfathered Benefit.

1.23 "Normal Retirement Age" means age 65 without regard to length of service with Employer.

1.24 "Participant" means an Eligible Co-worker who becomes a Participant as described in Section 2.2.

1.25 "Plan" means the FedEx Office & Print Services, Inc. Supplemental Retirement Plan set forth herein.

1.26 "Plan Year" means the calendar year. The first Plan Year begins on the Effective Date.

1.27 "Savings Plan" means the defined contribution plan maintained by the Sponsor that is qualified under section 401(a) of the Code and includes a qualified cash or deferred arrangement under section 401(k) of the Code.

1.28 "Separation from Service" means a termination of substantial services for the Employer. For purposes of applying the provisions of Code Section 409A, a reference to the Employer shall also be deemed a reference to any affiliate thereof within the contemplation of Code Sections 414(b) and 414(c). A substantial employment relationship shall be considered to exist for so long as an individual is on an authorized leave of absence of up to six (6) months or, if longer, for so long as the individual retains a right to reemployment by law or contract. An individual who is on an authorized leave of absence shall not in any event be deemed to have a Separation from Service for so long as the Employer has a reasonable expectation that the individual will again perform substantial services for the Employer in any capacity, whether or not as an employee of the Employer. An individual will not be treated as having incurred a Separation from Service where the individual's level of future services for the Employer is reasonably anticipated by the Employer to exceed 20% of the average level of bona fide Employer services provided by that individual in any capacity for the prior 36 month period, or the prior period of services if less, but will be treated as having incurred a Separation from Service at any time when such reasonably anticipated level of future services is equal to or less than such 20% average level of prior services.

1.29 "Sponsor" means FedEx Office and Print Services, Inc.

1.30 "Unforeseeable Emergency" means a severe financial hardship to the Participant resulting from a sudden or unexpected illness or accident of the Participant or of a dependent (as defined in section 152(a) of the Code) of the Participant, loss of the Participants property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, as determined by the Administrator in its discretion. Notwithstanding the foregoing, with respect to Non-Grandfathered Benefits, Unforeseeable Emergency means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, the Participant's beneficiary, or the Participant's dependent (as defined in Code Section 152, without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's property due to casualty; imminent foreclosure of or eviction from the Participant's primary residence; the need to pay for medical expenses, including non-refundable deductibles, as well as for the costs of prescription drug medication; the need to pay for the funeral expenses of a spouse, a beneficiary, or a dependent (as defined in Code Section 152, without regard to Code Section 152(b)(1) or (b)(2)); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

ARTICLE II

PARTICIPATION

2.1 Eligible Co-workers. Eligible Co-workers are Co-workers designated and approved for participation by the Compensation Committee of the Board of Directors or the Chief Executive Officer of the Sponsor. An Eligible Co-worker shall be eligible to participate in the Plan as of the latest of the following dates: (a) the Effective Date, (b) his date of hire or (c) his designation as an Eligible Co-worker. Effective April 1, 2006, an Eligible Co-Worker shall be eligible to participant in the Plan as of the latest of the following dates: (a) the date which is thirty (30) days following his or her date of employment with FedEx Office and Print Services, Inc., or (b) the date on which s/he is designated as an Eligible Co-worker.

Notwithstanding the foregoing, no Co-worker hired on or after January 1, 2021 shall be eligible to participate in the Plan.

2.2 Participation. An Eligible Co-worker shall become a Participant in the first Plan Year that he is eligible for participation by filing a written election to participate in the form designated by the Committee within 30 days of first becoming eligible. His election shall authorize the appropriate Employer to withhold a fixed amount or whole percentage of his Eligible Compensation, as specified in Section 3.1(a), to be allocated to his Elective Deferral Account, and shall provide such other information as the Committee shall reasonably require. An Eligible Co-worker who fails to become a Participant during the first Plan Year in which he shall be eligible to participate may subsequently become a Participant by making an election in accordance with Section 3.1(b).

2.3 Cessation of Participation. A Participant shall cease to be a Participant on the earlier of his termination of employment for any reason or the date the Compensation Committee of the Board of Directors or the Chief Executive Officer determines that he shall no longer be an Eligible Co-worker. A Participant whose participation is terminated shall nevertheless remain entitled to receive the balance of his Account in accordance with Article V, subject to the forfeiture provision of Section 5.2.

ARTICLE III

PARTICIPANTS' ACCOUNTS

3.1 Elective Deferrals.

(a) Elections. Each Participant may elect to have his Eligible Compensation for a Plan Year or, with respect to a Participant who becomes an Eligible Co-worker during a Plan Year, the remainder thereof, reduced by a fixed amount or a whole percentage, not in excess of 5% of his Eligible Compensation.

Effective January 1, 2021, no additional Elective Deferrals may be deferred under the Plan from an Eligible Co-worker's Eligible Compensation.

(b) Time for Elections. A Participant's election will not be effective unless made on or before December 19 of the Plan Year before the Plan Year in which the Eligible Compensation will be earned. However, a Participant hired during a Plan Year may make an election as set forth in Section 2.2 not later than 30 days following the date he becomes an Eligible Co-worker. Such election shall apply only to Eligible Compensation earned after the election is made.

(c) Irrevocability; Termination. Except as provided in Section 4.1, a Participant's election may not be amended or revoked during a Plan Year. A Participant's election will not continue in effect beyond the last day of the Plan Year for which it is made, except to the extent that it relates to amounts earned in that Plan Year that are payable in a following Plan Year. Provided, however, that if a Participant obtains a hardship withdrawal from an employer-sponsored plan maintained under Code Section 401(k), then deferrals of Eligible Compensation to this Plan shall be suspended for such period as may be required for such other plan to comply with the requirements of Code Section 401(k).

3.2 Allocations.

(a) Nondiscretionary Allocations. For each Plan Year, the Administrator shall credit each Participant's Matching Allocation Account with Matching Allocations equal to 100% of the Participant's Elective Deferrals for the Plan Year.

Effective January 1, 2021, no additional Nondiscretionary Allocations shall be made.

(b) Discretionary Allocations. In its discretion, the Board of Directors may authorize Discretionary Allocations to be made for a Plan Year in addition to those described in Section 3.2(a).

Effective January 1, 2021, no additional Discretionary Allocations shall be made.

3.3 Crediting of Accounts. Elective Deferrals under Section 3.1(a) shall be credited to Participants' Elective Deferral Accounts as of the last day of each pay period.

Matching Allocations under Section 3.2(a) shall be credited to Participants' Matching Allocation Accounts as of the last day of each pay period. Discretionary Allocations under Section 3.2(b) shall be credited to Participants' Discretionary Allocation Account as of the date specified by the Board of Directors.

3.4 Interest. As of the last day of each quarter, interest shall be credited to each Participant's Account. The amount of such interest shall be determined by multiplying the Participant's average Account balance, excluding any interest accrued during the current Plan Year, for such quarter by the Sponsor's lowest available credit facility lending rate in effect on December 19, or the nearest business day to December 19, of the Plan Year preceding the Plan Year for which interest is credited.

3.5 Vesting. A Participant shall be fully vested in his Account at all times. Notwithstanding the preceding sentence, however, if a Participant's employment is terminated for Cause, the Participant shall forfeit the balance of his Matching Allocation Account and Discretionary Allocation Account.

ARTICLE IV

UNFORESEEABLE EMERGENCY

4.1 Request for Distribution. A Participant who incurs an Unforeseeable Emergency may request a distribution of all or a portion of the balance of his Account. Such distribution may only be made if the Administrator determines that the hardship resulting from the Unforeseeable Emergency may not be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent such liquidation would not itself cause hardship, or by the cessation of deferrals under any plan of the Employer. Moreover, distributions on account of an Unforeseeable Emergency may be permitted only to the extent necessary, as determined by the Administrator, to reasonably satisfy the need. Such distribution shall be made as soon as administratively practicable after the Administrator determines that the request shall be granted. If a Participant receives a distribution under this Section 4.1, a Participant's Elective Deferrals shall cease for the remainder of the Plan Year and the next following Plan Year.

Notwithstanding the prior paragraph, effective on and after January 1, 2008, this paragraph shall apply with respect to Non-Grandfathered Benefits. If a Participant receives a distribution of Non-Grandfathered Benefits under this Section, the Participant's Elective Deferrals shall be suspended (i) for the balance of the current Plan Year to the extent of the amount required to satisfy the Unforeseeable Emergency, and (ii) for the entire following Plan Year. A distribution of Non-Grandfathered Benefits may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of deferrals under the Plan or any other plan. Distributions are limited to the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, local, or foreign income taxes or penalties reasonably anticipated to result from the distribution).

4.2 Information Required. The Participant shall be required to provide any information reasonably necessary for the Administrator to determine whether an Unforeseeable Emergency exists and the amount of the distribution necessary to relieve the hardship resulting from such Unforeseeable Emergency.

4.3 Debit to Accounts. The Participant's Account shall be debited to reflect the amount of any distributions under Section 4.1.

ARTICLE V

PAYMENT OF BENEFITS

5.1 Termination of Employment. A Participant shall be entitled to payment of the entire balance of his Account upon termination of employment for any reason, including retirement or Disability, other than death or discharge from employment for Cause, at the time and in the manner set forth below.

(a) If a Participant terminates employment with Employer due to attaining Early Retirement Age, Normal Retirement Age, or Late Retirement Age, or due to a Disability, the benefit under this Plan shall be paid to Participant in the form of a single cash lump sum unless the Participant elects, by not later than one year prior to his termination date, to receive distribution of his Account balance in the form of annual installments over a fixed period of years, not in excess of five, selected by the Participant. Payment shall be made or begin as soon as administratively practicable after the Participant terminates employment. If payment is made in the form of installments, the amount of each installment after the first shall be increased by the interest credited under Section 3.4 to the Participant's Account after the prior installment was paid.

(b) Participants who terminate employment with Employer either voluntarily or involuntarily (other than for Cause or due to death) and who have not attained Early Retirement Age, Normal Retirement Age, or Late Retirement Age and who are not Disabled, shall receive their benefit under this Plan in the form of a single cash lump sum. Payment shall be made as soon as administratively practicable after the Participant terminates employment.

5.2 Discharge for Cause. A Participant whose employment is terminated by the Employer for Cause shall receive a single cash lump sum equal to the balance of his Elective Deferral Account as soon as administratively practicable following his termination of employment. Such Participant shall forfeit the entire balance of his Matching Allocation Account.

5.3 Death. As soon as administratively practicable following a Participant's death, the Participant's Beneficiary shall be paid a single cash lump sum equal to the balance of the Participant's Account. If a Participant who elected to receive the balance of his Account in installments dies before full payment of all installments due him, the remaining installments shall be paid in a cash lump sum to his Beneficiary. Payment by Sponsor pursuant to any unrevoked Beneficiary designation, or to the Participant's estate if no such designation exists, of all benefits owed hereunder shall terminate any and all liability of Sponsor.

5.4 Special Rules for Non-Grandfathered Benefits. The foregoing distribution provisions of this Article V shall apply solely with respect to Grandfathered Benefits. The provisions of this Section shall apply to distributions of all Non-Grandfathered Benefits.

(a) Separations from Service Other Than for Cause. A Participant shall be entitled to a lump sum payment of the Participant's entire Non-Grandfathered Benefit upon a Separation from Service for any reason other than a discharge for Cause. A Participant who experiences a Separation from Service other than for Cause, death, or Disability, shall receive a lump sum payment of the entire Non-Grandfathered Benefit on the date that is six months and one day after the date of the individual's Separation from Service, or the first business day thereafter. Provided, however, that in the event of a post-Separation from Service death of a Participant prior to payment of such a lump sum, the lump sum benefit shall be paid to the Beneficiary of the Participant within an administratively practicable time after the date of the Participant's death; provided further that no delay in payment beyond the date of the Separation from Service of a surviving Participant shall apply to any payment of employment taxes. In the event of a Separation from Service as a result of the death or Disability of a Participant, a lump sum distribution of the Non-Grandfathered Benefit shall be made to the Participant or Beneficiary thereof, as applicable, as soon as is administratively practicable after the Separation from Service, and in any event within ninety (90) days after the date of the Separation from Service.

(b) Discharge for Cause. Notwithstanding the foregoing provisions of this Section 5.4, in the event of a Participant's Separation from Service by the Employer for Cause, the portion of the Participant's Non-Grandfathered Benefit consisting solely of the post-2004 Elective Deferral Account shall be distributed in a lump sum at the time and in the manner determined in accordance with paragraph (a) above, and the balance of the Participant's Non-Grandfathered Benefit shall constitute an immediate forfeiture at the time of the Separation from Service.

ARTICLE VI

ADMINISTRATION

6.1 Committee. The Committee shall be appointed by, and serve at the pleasure of, the Sponsor. The number of members comprising the Committee shall be determined by the Sponsor that may from time to time vary the number of members. A member of the Committee may resign by delivering a written notice of resignation to the Sponsor. The Sponsor may remove any member by delivering a notice of removal to such member. Vacancies in the membership of the Committee shall be filled promptly by the Sponsor.

6.2 Committee Action. The Committee shall act at meetings by affirmative vote of a majority of the members of the Committee. Any action permitted to be taken at a meeting may be taken without a meeting if, prior to such action, a written consent to the action is signed by all members of the Committee and such written consent is filed with the minutes of the proceedings of the Committee. A member of the Committee shall not vote or act upon any matter which relates solely to himself or herself as a Participant. The Chairman or any other member or members of the Committee designated by the Chairman may execute any certificate or other written direction on behalf of the Committee.

6.3 Powers and Duties of the Committee.

(a) The Committee, on behalf of the Participants and their Beneficiaries, shall enforce the Plan in accordance with its terms, shall be charged with the general administration of the Plan, and shall have all powers necessary to accomplish its purposes, including, but not by way of limitation, the following:

- (1) To construe and interpret the terms and provisions of this Plan;
- (2) To compute and certify to the amount and kind of benefits payable to Participants and their Beneficiaries;
- (3) To maintain all records that may be necessary for the administration of the Plan;
- (4) To provide for the disclosure of all information and the filing or provision of all reports and statements to Participants, Beneficiaries or governmental agencies as shall be required by law;
- (5) To make and publish such rules for the regulation of the Plan and procedures for the administration of the Plan as are not inconsistent with the terms hereof;
- (6) To appoint a plan administrator or any other agent, and to delegate to them such powers and duties in connection with the administration of the Plan as the Committee may from time to time prescribe; and
- (7) To take all actions necessary for the administration of the Plan.

6.4 Construction and Interpretation. The Committee shall have full discretion to construe and interpret the terms and provisions of this Plan, which interpretations or construction shall be final and binding on all parties, including but not limited to the Sponsor and any Participant or Beneficiary. The Committee shall administer such terms and provisions in a uniform and nondiscriminatory manner and in full accordance with any and all laws applicable to the Plan.

The provisions of this Plan that apply to Non-Grandfathered Benefits are intended to be applied in a manner consistent with the requirements of Code Section 409A and will be construed accordingly. However, the Employer shall bear no responsibility for any determination by any other person or persons that the arrangement or the administration thereof is subject to the tax provisions of Code Section 409A.

6.5 Information. To enable the Committee to perform its functions, the Sponsor shall supply full and timely information to the Committee on all matters relating to the Compensation of all Participants, their death or other events which cause termination of their participation in this Plan, and such other pertinent facts as the Committee may require.

6.6 Compensation, Expenses and Indemnity.

(a) The members of the Committee shall serve without compensation for their services hereunder.

(b) The Committee is authorized at the expense of the Sponsor to employ such legal counsel as it may deem advisable to assist in the performance of its duties hereunder. Expenses and fees in connection with the administration of the Plan shall be paid by the Sponsor.

(c) To the extent permitted by applicable state law, the Sponsor shall indemnify and save harmless the Committee and each member thereof, the Board of Directors and any delegate of the Committee who is an employee of the Sponsor against any and all expenses, liabilities, and claims, including legal fees to defend against such liabilities and claims arising out of their discharge in good faith of responsibilities under or incident to the Plan, other than expenses and liabilities arising out of willful misconduct. This indemnity shall not preclude such further indemnities as may be available under insurance purchased by the Sponsor or provided by the Sponsor under any bylaw, agreement, or otherwise, as such indemnities are permitted under state law.

6.7 Claims Procedure.

(a) **Initial Determination.** Upon presentation to the Committee of a written claim for benefits under the Plan, the Committee shall determine the validity thereof. If the determination is adverse to the claimant, the Committee shall furnish to the claimant within 90 days after the receipt of the claim a written notice setting forth the following:

- (1) the specific reason or reasons for the denial;

(2) specific references to pertinent provisions of the Plan on which the denial is based;

(3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(4) appropriate information as to the steps to be taken if the claimant wishes to submit his or her claim for review.

(b) Appeal Procedure. In the event of a denial of a claim, the claimant or his or her duly authorized representative may appeal such denial to the Committee for a full and fair review of the adverse determination. The claimant's request for review must be in writing and made to the Committee within 60 days after receipt by claimant of the written notification described in Section 6.2(a); provided, however, that such 60-day period shall be extended if circumstances so warrant. The claimant or his or her duly authorized representative may submit issues and comments in writing with supporting documentation which shall be given full consideration by the Committee in its review. The Committee may, in its sole discretion, conduct a hearing. A request for a hearing made by the claimant will be given full consideration. At such hearing, the claimant shall be entitled to appear and present evidence and be represented by counsel.

(c) Decision on Appeal. A decision on a request for review shall be made by the Committee not later than 60 days after receipt of the request; provided, however, in the event of a hearing or other special circumstance, such decision shall be made not later than 120 days after receipt of such request. If it is necessary to extend the period of time for making a decision beyond 60 days after the receipt of the request, the claimant shall be notified in writing of the extension of time prior to the beginning of such extension. The Committee's decisions on review shall state in writing the specific reasons and references to the Plan provisions on which it is based. Such decision shall be promptly provided to the claimant.

6.8 Correction of Administrative Errors. If an error is made in the administration of the Plan, the Committee shall take appropriate actions, as determined in the sole and absolute discretion of the Committee, to correct the error. Such actions may include, without limitation, a modification of Eligible Compensation deferral agreements or elections of Eligible Co-workers or Participants, with or without the consent of such Eligible Co-workers or Participants.

ARTICLE VII

MISCELLANEOUS

7.1 **Unsecured General Creditor.** Participants and their Beneficiaries, heirs, successors, and assigns shall have no legal or equitable rights, claims, or interest in any specific property or assets of the Sponsor. No assets of the Sponsor shall be held in any way as collateral security for the fulfilling of the obligations of the Sponsor under this Plan. Any and all of the Sponsor's assets shall be, and remain, the general unpledged, unrestricted assets of the Sponsor. The Sponsor's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Sponsor to pay money in the future, and the rights of the Participants and Beneficiaries shall be no greater than those of unsecured general creditors. It is the intention of the Sponsor that this Plan be unfunded for purposes of the Code and for purposes of Title I of ERISA.

7.2 **No Effect on Employment Rights.** Nothing contained herein will confer upon any Participant the right to be retained in the service of the Employer nor limit the right of the Employer to discharge or otherwise deal with any Participant without regard to the existence of the Plan.

7.3 **Funding.** The Sponsor may establish a grantor trust for the purpose of funding Account balances. Any trust so created shall conform to the terms of the model trust provided by the Internal Revenue Service as described in Revenue Procedure 92-64. Notwithstanding the establishment of such trust, it is the intention of the Employer and the Participants that the Plan shall be unfunded for tax purposes and for purposes of Title I of ERISA. The Plan constitutes a mere promise by the Employer to pay benefits in the future. To the extent that any Participant or any other person acquires a right to receive benefits under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Employer.

7.4 **Restriction Against Assignment.** The Sponsor shall pay all amounts payable hereunder only to the person or persons designated by the Plan and not to any other person or corporation. No part of a Participant's Account shall be liable for the debts, contracts, or engagements of any Participant, his or her Beneficiary, or successors in interest, nor shall a Participant's Account be subject to execution by levy, attachment, or garnishment or by any other legal or equitable proceeding, nor shall any such person have any right to alienate, anticipate, sell, transfer, commute, pledge, encumber, or assign any benefits or payments hereunder in any manner whatsoever. If any Participant, Beneficiary or successor in interest is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, commute, assign, pledge, encumber, or charge any distribution or payment from the Plan, voluntarily or involuntarily, the Committee, in its discretion, may cancel such distribution or payment (or any part thereof) to or for the benefit of such Participant, Beneficiary, or successor in interest in such manner as the Committee shall direct.

7.5 Governing Law. The Plan is established under and will be construed according to the laws of the State of Texas to the extent that such laws are not preempted by ERISA and valid regulations promulgated thereunder.

7.6 Incapacity of Recipient. In the event a Participant is declared incompetent and a conservator or other person legally charged with the care of the person or the estate of such Participant is appointed, any benefits under the Plan to which such Participant is entitled shall be paid to the conservator or other person legally charged with the care of such Participant. The payment pursuant to the preceding sentence shall terminate any and all liability of the Plan Sponsor.

7.7 Taxes. Any taxes imposed upon a Participant shall be the sole responsibility of the Participant. The Employer shall have the right to deduct from the Participant's Compensation or any payment made pursuant to this Plan any federal, state, local, or other taxes required to be deducted or withheld from such Compensation or payment, as the Administrator may determine in its sole discretion.

7.8 Amendment or Termination. The Sponsor reserves the right to amend or terminate the Plan by or pursuant to action of the Board of Directors when, in the sole opinion of the Sponsor, an amendment or termination is advisable. Any amendment or termination shall be made pursuant to a resolution of the Board of Directors and shall be effective as of the date of the resolution. No amendment or termination of the Plan shall directly or indirectly deprive any Participant of all or any portion of the Participant's Account considered to be vested under the Plan before the date of amendment or termination. Sponsor reserves the right to accelerate payment of benefits in the event of amendment or termination of this Plan or to pay such benefits in accordance with Article V.

7.9 Construction. The masculine gender shall include the feminine and the singular the plural, unless the context clearly requires otherwise.

IN WITNESS WHEREOF, the undersigned duly authorized Officer of the Sponsor has caused this Plan amendment and restatement to be executed as of the date indicated below.

FEDEX OFFICE AND PRINT SERVICES, INC.

Signed: /s/ Tracy B. Brightman

Name: Tracy B. Brightman

Title: Senior Vice President Human Resources

Date: December 30, 2019

**FIRST AMENDMENT
to the
FEDEX OFFICE AND PRINT SERVICES, INC.
SUPPLEMENTAL RETIREMENT PLAN**
As Amended and Restated Effective January 1, 2020

THIS AMENDMENT to the FedEx Office and Print Services, Inc. Supplemental Retirement Plan (the "Plan") is made by the Employer, pursuant to its authority to amend the Plan as provided in Section 7.8;

WHEREAS, the Employer deems it advisable to amend the Plan to reflect a one-year delay in the cessation of future deferrals under the Plan; and

NOW, THEREFORE, the Plan is amended to replace all references to January 1, 2021 with January 1, 2022.

IN WITNESS WHEREOF, the undersigned duly authorized Officer of the Employer has caused this Plan amendment to be adopted as of the date below, and effective as of January 1, 2021, by affixing her signature hereto.

FEDEX OFFICE AND PRINT SERVICES, INC.

Signed: /s/ Tracy B. Brightman

Name: Tracy B. Brightman

Title: General Counsel, Senior Vice President Human Resources and Legal

Date: December 22, 2021

**SECOND AMENDMENT
to the
FEDEX OFFICE AND PRINT SERVICES, INC.
SUPPLEMENTAL RETIREMENT PLAN**
As Amended and Restated Effective January 1, 2020

THIS AMENDMENT to the FedEx Office and Print Services, Inc. Supplemental Retirement Plan (the "Plan") is made by the Employer, pursuant to its authority to amend the Plan as provided in Section 7.8;

WHEREAS, in connection with a change in administrator of the Plan, the Employer deems it advisable to amend the Plan to reflect a different interest crediting methodology; and

NOW, THEREFORE, Section 3.4 of the Plan is amended to read as follows:

3.4 Interest. As of the last day of each quarter, interest shall be credited to each Participant's Account. The amount of such interest shall be determined by multiplying the Participant's average Account balance, excluding any interest accrued during the current Plan Year, for such quarter by the Sponsor's lowest available credit facility lending rate in effect on December 19, or the nearest business day to December 19, of the Plan Year preceding the Plan Year for which interest is credited. Notwithstanding the foregoing, effective August 1, 2022, interest shall be credited daily rather than on a quarterly basis.

IN WITNESS WHEREOF, the undersigned duly authorized Officer of the Employer has caused this Plan amendment to be adopted as of the date below, and effective as of August 1, 2022, by affixing her signature hereto.

FEDEX OFFICE AND PRINT SERVICES, INC.

Signed: /s/ Tracy B. Brightman

Name: Tracy B. Brightman

Title: General Counsel, Senior Vice President Human Resources and Legal

Date: June 20, 2022

**Amendment to
FedEx Corporation 2019 Omnibus Stock Incentive Plan**

Section 19.3 of the FedEx Corporation 2019 Omnibus Stock Incentive Plan is hereby amended and restated in its entirety to read as follows:

“19.3 Excise Taxes. In the event that any acceleration of vesting pursuant to an Award and any other payment or benefit received or to be received by a Participant under the Plan or otherwise in connection with a Change of Control would subject a Participant to any excise tax pursuant to Code Section 4999 (which excise tax would be the Participant’s obligation) due to the characterization of such acceleration of vesting, payment or benefit as an “excess parachute payment” under Code Section 280G, then the Award and any other payments or benefits provided hereunder shall, to the extent possible, be reduced (but not below zero) so that the present value of such total amounts and benefits received by the Participant will be one dollar (\$1.00) less than three times the Participant’s “base amount” (as defined in Code Section 280G) and so that no portion of such amounts and benefits received by the Participant shall be subject to the excise tax imposed by Code Section 4999. The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amounts of the Award and any other payments and benefits provided hereunder or otherwise is necessary shall be made by the Committee in its sole discretion. If a reduced Award or any other payment or benefit hereunder is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits to the Participant from the Company (or an Affiliate) used in determining if an “excess parachute payment” exists, exceeds one dollar (\$1.00) less than three times the Participant’s base amount, then the Participant shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 19.3 shall require the Company to be responsible for, or have any liability or obligation with respect to, the Participant’s excise tax liabilities under Code Section 4999.”

Approved by the Compensation and Human Resources Committee on June 12, 2022

SUBSIDIARIES OF FEDEX CORPORATION

The following is a list of subsidiaries of FedEx Corporation as of May 31, 2022. Pursuant to Item 601(b)(21) of Regulation S-K, we have omitted some subsidiaries that, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary as of May 31, 2022 under Rule 1-02(w) of Regulation S-X. FedEx Corporation owns, directly or indirectly, 100% of the voting securities of each of the listed subsidiaries.

NAME OF SUBSIDIARY	JURISDICTION OF INCORPORATION OR ORGANIZATION
A.C.N. 003 100 052 Pty Ltd	Australia
Capital Returns, Inc.	Wisconsin
Controlled Opportunity and Risk Insurance Company	Tennessee
FCJI, Inc.	Ohio
Federal Express Canada Corporation	Nova Scotia
Federal Express (China) Company Limited	China
Federal Express Corporation	Delaware
Federal Express Europe, Inc.	Delaware
Federal Express Holdings (Mexico) y Compania S.N.C. de C.V.	Mexico
Federal Express Holdings S.A., LLC	Delaware
Federal Express Holding US 3, LLC	Delaware
Federal Express Holding US 7, LLC	Delaware
Federal Express Holding US 8, LLC	Delaware
Federal Express (Hong Kong) Limited	Hong Kong
Federal Express International (France) SNC	France
Federal Express International, Inc.	Delaware
Federal Express Japan G.K.	Japan
Federal Express Korea LLC	Korea
Federal Express Leasing Corporation	Delaware
Federal Express Pacific, LLC	Delaware
Federal Express Services (M) Sdn. Bhd.	Malaysia
Federal Express (Singapore) Pte. Ltd.	Singapore
FedEx Acquisition B.V.	The Netherlands
Fedex Brasil Logistica e Transporte Ltda.	Brazil
FedEx Corporate Services, Inc.	Delaware
FedEx Cross Border Technologies, LLC	Delaware
FedEx Custom Critical, Inc.	Ohio
FedEx Express Australia Pty. Ltd	Australia
FedEx Express BE BV	Belgium
FedEx Express Belgium International BV	Belgium
FedEx Express Belgium SRL	Belgium
FedEx Express Chile SpA	Chile
FedEx Express Czech Republic s.r.o.	Czech Republic
FedEx Express Deutschland GmbH	Germany
FedEx Express FR SAS	France
FedEx Express Greece Single Member L.L.C.	Greece
FedEx Express Holdings DE GmbH	Germany
FedEx Express Holdings Deutschland GmbH	Germany
FedEx Express Holdings Germany GmbH	Germany
FedEx Express Hungary Kft.	Hungary
FedEx Express International B.V.	The Netherlands
FedEx Express Ireland Limited	Ireland
FedEx Express Italy S.r.l.	Italy

FedEx Express Netherlands Holding, Inc.	Delaware
FedEx Express Holding Netherlands B.V.	The Netherlands
FedEx Express Netherlands B.V.	The Netherlands
FedEx Express New Zealand	New Zealand
FedEx Express Poland Sp. z.o.o.	Poland
FedEx Express South Africa (Pty) Ltd	South Africa
FedEx Express Swiss Post GmbH	Switzerland
FedEx Express Transportation & Supply Chain Services (India) Pvt. Ltd.	India
FedEx Express UK Holdings Limited	United Kingdom
FedEx Express UK Limited	England and Wales
FedEx Express UK Transportation Limited	United Kingdom
FedEx Freight Canada, Corp.	Nova Scotia
FedEx Freight Corporation	Delaware
FedEx Freight, Inc.	Arkansas
FedEx Ground Package System, Inc.	Delaware
FedEx Ground Package System, Ltd.	Wyoming
FedEx Logistics, Inc.	Delaware
FedEx Luxembourg S.à r.l.	Luxembourg
FedEx Office and Print Services, Inc.	Texas
FedEx Office Canada Corporation	Nova Scotia
FedEx Supply Chain Distribution System, Inc.	Pennsylvania
FedEx Supply Chain Holdings, Inc.	Nevada
FedEx Trade Networks Trade Services, LLC	Delaware
FedEx Trade Networks Transport & Brokerage (Canada), Inc.	Canada
FedEx Trade Networks Transport & Brokerage (Hong Kong) Limited	Hong Kong
FedEx Trade Networks Transport & Brokerage, Inc.	New York
FedEx Trade Networks Transport & Brokerage Private Limited	India
FedEx UK Holdings Limited	England and Wales
FedEx UK Limited	England and Wales
GD Insurance Company DAC	Ireland
GENCO Infrastructure Solutions, Inc.	Delaware
GENCO Marketplace, Inc.	Pennsylvania
TNT Danmark ApS	Denmark
TNT Express ICS Limited	United Kingdom
TNT Express Worldwide (China) Limited	China
TNT Express Worldwide (Euro Hub) SRL	Belgium
TNT Express Worldwide (HK) Limited	Hong Kong
TNT Express Worldwide Investments Limited	United Kingdom
TNT Express Worldwide (Japan) G.K.	Japan
TNT Express Worldwide (M) Sdn Bhd	Malaysia
TNT Express Worldwide (Portugal) Transitarios, Transportes e Servicos Complementares, Unipessoal, Lda	Portugal
TNT Express Worldwide (Spain), S.L.	Spain
TNT Finance B.V.	The Netherlands
TNT Global Express S.R.L.	Italy
TNT Grundstucksgesellschaft mbH & Co. KG	Germany
TNT (H.K.) Limited	Hong Kong
TNT Holdings B.V.	The Netherlands
TNT Holdings (UK) Limited	United Kingdom
TNT India Private Limited	India
TNT International Express Tasimacilik Ticaret Limited Sirketi	Turkey
TNT Mercurio Cargas e Encomendas Expressas Ltda.	Brazil
TNT Suomi Oy	Finland

TNT Sverige Aktiebolag
TNT Transport International B.V.
TNT Transport Limited
TNT (UAE) LLC
TNT USA, LLC
World Tariff, Limited

Sweden
The Netherlands
United Kingdom
United Arab Emirates
Delaware
California

LIST OF SUBSIDIARY GUARANTORS

As of May 31, 2022, each of the following subsidiaries of FedEx Corporation (“FedEx”) has guaranteed each of the senior unsecured debt securities issued by FedEx listed below. FedEx owns, directly or indirectly, 100% of each guarantor subsidiary. The guarantees are (1) unsecured obligations of the respective guarantor subsidiary, (2) rank equally with all of their other unsecured and unsubordinated indebtedness, and (3) are full and unconditional and joint and several.

NAME OF GUARANTOR SUBSIDIARY	JURISDICTION OF INCORPORATION OR ORGANIZATION
Federal Express Corporation	Delaware
FedEx Ground Package System, Inc.	Delaware
FedEx Freight Corporation	Delaware
FedEx Freight, Inc.	Arkansas
FedEx Corporate Services, Inc.	Delaware
FedEx Office and Print Services, Inc.	Texas
Federal Express Europe, Inc.	Delaware
Federal Express Holdings S.A., LLC	Delaware
Federal Express International, Inc.	Delaware

SENIOR UNSECURED DEBT SECURITIES OF FEDEX GUARANTEED BY THE GUARANTOR SUBSIDIARIES ⁽¹⁾

0.450% Note due 2025
 3.250% Note due 2026
 1.625% Note due 2027
 3.400% Note due 2028
 4.200% Note due 2028
 0.450% Note due 2029
 3.100% Note due 2029
 4.250% Note due 2030
 1.300% Note due 2031
 2.400% Note due 2031
 0.950% Note due 2033
 4.900% Note due 2034
 3.900% Note due 2035
 3.250% Note due 2041
 3.875% Note due 2042
 4.100% Note due 2043
 5.100% Note due 2044
 4.100% Note due 2045
 4.750% Note due 2045
 4.550% Note due 2046
 4.400% Note due 2047
 4.050% Note due 2048
 4.950% Note due 2048
 5.250% Note due 2050
 4.500% Note due 2065

⁽¹⁾ References are to calendar years.

SUBSIDIARY ISSUERS OF GUARANTEED SECURITIES

Pass through trusts formed by Federal Express Corporation (“FedEx Express”), a Delaware corporation and wholly owned subsidiary of FedEx, offer for sale pass through certificates of FedEx Express. Each pass through certificate represents an interest in a pass through trust. The property of the pass through trust includes equipment notes issued by FedEx Express. FedEx fully and unconditionally guarantees the payment obligations due on the equipment notes underlying the pass through certificates offered for sale by FedEx Express.

FedEx Express issued Pass Through Certificates, Series 2020-1AA with a fixed interest rate of 1.875% due February 2034 utilizing pass through trusts.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-234010) pertaining to the FedEx Corporation 2019 Omnibus Stock Incentive Plan,
- (2) Registration Statement (Form S-8 No. 333-222198) pertaining to the FedEx Corporation 2010 Omnibus Stock Incentive Plan, as amended and the FedEx Corporation 2019 Omnibus Stock Incentive Plan,
- (3) Registration Statement (Form S-8 No. 333-192957) pertaining to the FedEx Corporation 2010 Omnibus Stock Incentive Plan,
- (4) Registration Statement (Form S-8 No. 333-171232) pertaining to the FedEx Corporation 2010 Omnibus Stock Incentive Plan,
- (5) Registration Statement (Form S-8 No. 333-45037) pertaining to the FDX Corporation Adjustment Program,
- (6) Registration Statement (Form S-8 No. 333-111399) pertaining to the FedEx Corporation Incentive Stock Plan,
- (7) Registration Statement (Form S-8 No. 333-121418) pertaining to the FedEx Corporation Incentive Stock Plan,
- (8) Registration Statement (Form S-8 No. 333-130619) pertaining to the FedEx Corporation Incentive Stock Plan,
- (9) Registration Statement (Form S-8 No. 333-156333) pertaining to the FedEx Corporation Incentive Stock Plan, and
- (10) Registration Statement (Form S-3 No. 333-240157) of FedEx Corporation and Federal Express Corporation;

of our reports dated July 18, 2022, with respect to the consolidated financial statements and financial statement schedule of FedEx Corporation and the effectiveness of internal control over financial reporting of FedEx Corporation included in this Annual Report (Form 10-K) of FedEx Corporation for the year ended May 31, 2022.

/s/ Ernst & Young LLP

Memphis, Tennessee

July 18, 2022

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Rajesh Subramaniam, certify that:

1. I have reviewed this annual report on Form 10-K of FedEx Corporation (the "Registrant");
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 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 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 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: July 18, 2022

/s/ Rajesh Subramaniam

Rajesh Subramaniam

President and Chief Executive Officer

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael C. Lenz, certify that:

1. I have reviewed this annual report on Form 10-K of FedEx Corporation (the "Registrant");
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 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 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 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: July 18, 2022

/s/ Michael C. Lenz

 Michael C. Lenz
 Executive Vice President and
 Chief Financial Officer

**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 Annual Report of FedEx Corporation (“FedEx”) on Form 10-K for the period ended May 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Rajesh Subramaniam, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 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; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of FedEx.

Date: July 18, 2022

/s/ Rajesh Subramaniam

Rajesh Subramaniam
President and Chief Executive Officer

**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 Annual Report of FedEx Corporation (“FedEx”) on Form 10-K for the period ended May 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Michael C. Lenz, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 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; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of FedEx.

Date: July 18, 2022

/s/ Michael C. Lenz

Michael C. Lenz
Executive Vice President and
Chief Financial Officer
