
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
FOR THE QUARTERLY PERIOD ENDED August 31, 2018

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

*(State or other jurisdiction of
incorporation or organization)*

942 South Shady Grove Road, Memphis, Tennessee

(Address of principal executive offices)

62-1721435

*(I.R.S. Employer
Identification No.)*

38120

(ZIP Code)

(901) 818-7500

(Registrant's telephone number, including area code)

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

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

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

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

Emerging growth company ☐

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

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock

Common Stock, par value \$0.10 per share

Outstanding Shares at September 13, 2018

263,515,857

FEDEX CORPORATION

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FEDEX CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(IN MILLIONS)

	August 31, 2018 (Unaudited)	May 31, 2018
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,369	\$ 3,265
Receivables, less allowances of \$296 and \$401	8,716	8,481
Spare parts, supplies and fuel, less allowances of \$271 and \$268	523	525
Prepaid expenses and other	1,033	1,070
Total current assets	12,641	13,341
PROPERTY AND EQUIPMENT, AT COST		
Less accumulated depreciation and amortization	56,326	55,121
Net property and equipment	27,547	26,967
Net property and equipment	28,779	28,154
OTHER LONG-TERM ASSETS		
Goodwill	6,869	6,973
Other assets	3,612	3,862
Total other long-term assets	10,481	10,835
	<u>\$ 51,901</u>	<u>\$ 52,330</u>

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

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

	August 31, 2018 (Unaudited)	May 31, 2018
LIABILITIES AND STOCKHOLDERS' INVESTMENT		
CURRENT LIABILITIES		
Short-term borrowings	\$ 299	\$ —
Current portion of long-term debt	1,404	1,342
Accrued salaries and employee benefits	1,686	2,177
Accounts payable	3,066	2,977
Accrued expenses	3,151	3,131
Total current liabilities	9,606	9,627
LONG-TERM DEBT, LESS CURRENT PORTION	15,241	15,243
OTHER LONG-TERM LIABILITIES		
Deferred income taxes	2,948	2,867
Pension, postretirement healthcare and other benefit obligations	1,963	2,187
Self-insurance accruals	1,809	1,784
Deferred lease obligations	557	551
Deferred gains, principally related to aircraft transactions	156	121
Other liabilities	448	534
Total other long-term liabilities	7,881	8,044
COMMITMENTS AND CONTINGENCIES		
COMMON STOCKHOLDERS' INVESTMENT		
Common stock, \$0.10 par value; 800 million shares authorized; 318 million shares issued as of August 31, 2018 and May 31, 2018	32	32
Additional paid-in capital	3,154	3,117
Retained earnings	25,315	24,823
Accumulated other comprehensive loss	(763)	(578)
Treasury stock, at cost	(8,565)	(7,978)
Total common stockholders' investment	19,173	19,416
	<u>\$ 51,901</u>	<u>\$ 52,330</u>

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

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

	Three Months Ended August 31,	
	2018	2017 As Adjusted
REVENUES	\$ 17,052	\$ 15,297
OPERATING EXPENSES:		
Salaries and employee benefits	6,260	5,664
Purchased transportation	3,967	3,445
Rentals and landing fees	823	818
Depreciation and amortization	808	751
Fuel	986	703
Maintenance and repairs	735	675
Other	2,402	2,270
	<u>15,981</u>	<u>14,326</u>
OPERATING INCOME	1,071	971
OTHER INCOME (EXPENSE):		
Interest, net	(112)	(114)
Other retirement plans income	158	146
Other, net	(16)	(21)
	<u>30</u>	<u>11</u>
INCOME BEFORE INCOME TAXES	1,101	982
PROVISION FOR INCOME TAXES	266	386
NET INCOME	<u>\$ 835</u>	<u>\$ 596</u>
EARNINGS PER COMMON SHARE:		
Basic	<u>\$ 3.15</u>	<u>\$ 2.22</u>
Diluted	<u>\$ 3.10</u>	<u>\$ 2.19</u>
DIVIDENDS DECLARED PER COMMON SHARE	<u>\$ 1.30</u>	<u>\$ 1.00</u>

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

FEDEX CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(UNAUDITED)
(IN MILLIONS)

	Three Months Ended August 31,			
	2018		2017	
NET INCOME	\$	835	\$	596
OTHER COMPREHENSIVE INCOME (LOSS):				
Foreign currency translation adjustments, net of tax benefit of \$24 in 2018 and tax expense of \$25 in 2017		(162)		109
Amortization of prior service credit, net of tax benefit of \$7 in 2018 and \$11 in 2017		(23)		(19)
		(185)		90
COMPREHENSIVE INCOME	\$	650	\$	686

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

FEDEX CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)
(IN MILLIONS)

	Three Months Ended August 31,	
	2018	2017
Operating Activities:		
Net income	\$ 835	\$ 596
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	808	751
Provision for uncollectible accounts	82	60
Stock-based compensation	68	62
Deferred income taxes and other noncash items	23	97
Changes in assets and liabilities:		
Receivables	(380)	(271)
Other assets	(120)	(142)
Accounts payable and other liabilities	(584)	(540)
Other, net	(31)	(23)
Cash provided by operating activities	701	590
Investing Activities:		
Capital expenditures	(1,179)	(1,044)
Proceeds from asset dispositions and other	78	6
Cash used in investing activities	(1,101)	(1,038)
Financing Activities:		
Proceeds from short-term borrowings	299	—
Principal payments on debt	(2)	(12)
Proceeds from stock issuances	25	150
Dividends paid	(173)	(134)
Purchase of treasury stock	(625)	(86)
Other, net	4	(6)
Cash used in financing activities	(472)	(88)
Effect of exchange rate changes on cash	(24)	70
Net decrease in cash and cash equivalents	(896)	(466)
Cash and cash equivalents at beginning of period	3,265	3,969
Cash and cash equivalents at end of period	\$ 2,369	\$ 3,503

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

FEDEX CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(1) General

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES. These interim financial statements of FedEx Corporation (“FedEx”) have been prepared in accordance with accounting principles generally accepted in the United States and Securities and Exchange Commission (“SEC”) instructions for interim financial information, and should be read in conjunction with our Annual Report on Form 10-K for the year ended May 31, 2018 (“Annual Report”). Accordingly, significant accounting policies and other disclosures normally provided have been omitted since such items are disclosed in our Annual Report.

In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments (including normal recurring adjustments) necessary to present fairly our financial position as of August 31, 2018, and the results of our operations and cash flows for the three-month periods ended August 31, 2018 and 2017. Operating results for the three-month periods ended August 31, 2018 are not necessarily indicative of the results that may be expected for the year ending May 31, 2019.

Except as otherwise specified, references to years indicate our fiscal year ending May 31, 2019 or ended May 31 of the year referenced and comparisons are to the corresponding period of the prior year.

RECLASSIFICATIONS. Certain reclassifications have been made to the prior years’ condensed consolidated financial statements to conform to the current year presentation.

REVENUE RECOGNITION.

Satisfaction of Performance Obligation

We recognize revenue upon delivery of shipments for our transportation businesses and upon completion of services for our business services, logistics and trade services businesses. Transportation services are provided with the use of employees and independent businesses that contract with FedEx. 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 are recognized as incurred and included in the caption “Purchased transportation” in the accompanying unaudited condensed consolidated statements of income.

For shipments in transit, revenue is recorded based on the percentage of service completed at the balance sheet date which results in our recognizing revenue 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 vast majority of our contracts include only one performance obligation, which is short in duration and spans only a few days. 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 stand-alone selling prices of the promised goods or services underlying each performance obligation. We frequently sell standard transportation services with observable stand-alone sales prices. In these instances, the observable stand-alone sales are used to determine the stand-alone selling price.

We sell customized customer-specific solutions, such as logistics, through which we provide the service of integrating a complex set of tasks and components into a single capability (even if that single capability results in the delivery of multiple units). Therefore, the entire contract is accounted for as one performance obligation. In these cases we typically use the expected cost plus a margin approach to estimate the stand-alone selling price of each performance obligation.

Variable Consideration

It is common for our contracts to contain customer incentives, guaranteed service refunds or other provisions that can either increase or decrease the transaction price. These variable amounts are generally awarded based upon certain incentive achievements or performance metrics. We estimate variable consideration as the most likely amount to which we expect to be entitled. Estimates for adjustments to revenue and accounts receivable are recognized at the time of shipment for certain customer initiatives, money-back service guarantees and billing corrections based on our assessment of historical, current and forecasted information available. Delivery costs are accrued as incurred.

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 executed.

Contract Assets and Liabilities

Contract assets include billed and unbilled amounts resulting from in-transit packages, 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 packages totaled \$513 million and \$542 million at August 31, 2018 and May 31, 2018, respectively. Contract assets net of deferred unearned revenue were \$351 million and \$363 million at August 31, 2018 and May 31, 2018, respectively. Contract assets are included within other current assets in the accompanying unaudited condensed consolidated balance sheets. Contract liabilities related to advance payments from customers were \$15 million and \$13 million at August 31, 2018 and May 31, 2018, respectively. Contract liabilities are included within current liabilities in the accompanying unaudited condensed consolidated balance sheets.

Our contract logistics, global trade services and certain transportation businesses engage in some 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.

Certain of our revenue-producing transactions are subject to taxes, 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 (i.e., 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

The following table provides revenue by service type (dollars in millions) for the periods ended August 31. This presentation is consistent with how we organize our segments internally for making operating decisions and measuring performance.

	Three Months Ended August 31,	
	2018	2017
REVENUE BY SERVICE TYPE		
FedEx Express segment:		
Package:		
U.S. overnight box	\$ 1,886	\$ 1,750
U.S. overnight envelope	468	450
U.S. deferred	952	878
Total U.S. domestic package revenue	3,306	3,078
International priority	1,848	1,741
International economy	850	770
Total international export package revenue	2,698	2,511
International domestic ⁽¹⁾	1,127	1,044
Total package revenue	7,131	6,633
Freight:		
U.S.	730	613
International priority	551	470
International economy	519	381
International airfreight	85	83
Total freight revenue	1,885	1,547
Other	206	220
Total FedEx Express segment	9,222	8,400
FedEx Ground segment	4,799	4,245
FedEx Freight segment	1,959	1,664
FedEx Services segment	417	400
FedEx Trade Networks segment	884	799
Eliminations	(229)	(211)
	<u>\$ 17,052</u>	<u>\$ 15,297</u>

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

EMPLOYEES UNDER COLLECTIVE BARGAINING ARRANGEMENTS. The pilots of Federal Express Corporation (“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. The collective bargaining agreement is scheduled to become amendable in November 2021. 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 Distribution System, Inc. (“FedEx Supply Chain,” formerly GENCO Distribution System, Inc.) in 2015, which already had a small number of employees that are members of unions). Additionally, certain of FedEx Express’s non-U.S. employees are unionized.

STOCK-BASED COMPENSATION. We have two types of equity-based compensation: stock options and restricted stock. The key terms of the stock option and restricted stock awards granted under our incentive stock plans and all financial disclosures about these programs are set forth in our Annual Report.

Our stock-based compensation expense was \$68 million for the three-month period ended August 31, 2018 and \$62 million for the three-month period ended August 31, 2017. Due to its immateriality, additional disclosures related to stock-based compensation have been excluded from this quarterly report.

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.

Recently Adopted Accounting Standards

In December 2017, the SEC staff issued Staff Accounting Bulletin (“SAB”) 118 to provide guidance to registrants in accounting for income taxes under the Tax Cuts and Jobs Act (“TCJA”). SAB 118 was issued to address the application of U.S. generally accepted accounting principles in situations when a registrant does not have the necessary information available, prepared, or analyzed in reasonable detail to finalize the calculations for certain income tax effects of the TCJA. In accordance with SAB 118, we made reasonable estimates and recorded provisional amounts for the TCJA during 2018. Under the transitional provisions of SAB 118, we have a one-year measurement period to complete the accounting for the initial tax effects of the TCJA. We are still in the process of completing that accounting. As of August 31, 2018, there were no changes to the provisional amounts recorded at May 31, 2018.

In 2014, the Financial Accounting Standards Board (“FASB”) and International Accounting Standards Board issued a new accounting standard that supersedes virtually all existing revenue recognition guidance under generally accepted accounting principles in the United States. The fundamental principles of the new guidance are that companies should recognize revenue in a manner that reflects the timing of the transfer of services to customers and the amount of revenue recognized reflects the consideration that a company expects to receive for the goods and services provided. The new guidance establishes a five-step approach for the recognition of revenue. We adopted this standard as of June 1, 2018 (fiscal 2019) using the modified retrospective method of adoption as permitted by the standard. The new guidance did not have an impact on our revenue recognition policies, practices or systems; therefore, there was no cumulative-effect adjustment to retained earnings as of June 1, 2018.

In March 2017, the FASB issued an Accounting Standards Update (ASU 2017-07) that changes how employers that sponsor defined benefit pension or other postretirement benefit plans present the net periodic benefit cost in the income statement. This new guidance requires entities to report the service cost component in the same line item or items as other compensation costs. The other components of net benefit cost are required to be presented in the income statement separately from the service cost component outside of income from operations. This standard impacts our operating income but has no impact on our net income or earnings per share. We adopted this standard effective June 1, 2018 (fiscal 2019) and applied these changes retrospectively. As such, prior year financial results are recast to conform to these new rules upon adoption.

The following table presents our results under our historical method of accounting and as adjusted to reflect our adoption of ASU 2017-07 (in millions):

	Reported	Three Months Ended August 31, 2017 Effect of Adoption of ASU 2017-07	As Adjusted
Revenue	\$ 15,297	\$ —	\$ 15,297
Operating Income	1,117	(146)	971
Other Income (Expense), net	(135)	146	11
Net Income	596	—	596

New Accounting Standards and Accounting Standards Not Yet Adopted

In 2016, the FASB issued a new lease accounting standard which requires lessees to put most leases on their balance sheets but recognize the expenses in their income statements in a manner similar to current practice. The new standard states that a lessee will recognize a lease liability for the obligation to make lease payments and a right-of-use asset for the right to use the underlying asset for the lease term. Expenses related to leases determined to be operating leases will be recognized on a straight-line basis, while those determined to be financing leases will be recognized following a front-loaded expense profile in which interest and amortization are presented separately in the income statement. Based on our lease portfolio, we currently anticipate recognizing a lease liability and related right-of-use asset on our balance sheet in excess of \$13 billion, with an immaterial impact on our income statement compared to the current lease accounting model. However, the ultimate impact of the standard will depend on our lease portfolio as of the adoption date. We are currently accumulating all of the necessary information required to properly account for the leases under the new standard. Additionally, we are implementing an enterprise-wide lease management system to assist in the accounting and are evaluating additional changes to our processes and internal controls to ensure we meet the standard’s reporting and disclosure requirements. These changes will be effective June 1, 2019 (fiscal 2020).

In February 2018, the FASB issued an Accounting Standards Update that will permit companies to reclassify the income tax effect of the TCJA on items within accumulated other comprehensive income (loss) (“AOCI”) to retained earnings. These changes will be effective June 1, 2019 (fiscal 2020). We are continuing to assess the impact of this new standard on our consolidated financial statements and related disclosures.

In August 2018, the FASB issued an Accounting Standards Update (ASU 2018-14) that modifies the disclosure requirements for employers that sponsor defined benefit pension or other postretirement benefit plans. The guidance removes disclosures that are no longer considered cost beneficial, clarifies the specific requirements of disclosures and adds disclosure requirements identified as relevant. We expect this new guidance will have minimal impact on our financial reporting. These changes will be effective June 1, 2020 (fiscal 2021) and will be applied retrospectively. We plan to early adopt in the fourth quarter of fiscal 2019.

TREASURY SHARES. In January 2016, our Board of Directors authorized a share repurchase program of up to 25 million shares. Shares under the current 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 limit was set for the completion of the program, and the program may be suspended or discontinued at any time.

During the first quarter of 2019, we repurchased 2.6 million shares of FedEx common stock at an average price of \$238.95 per share for a total of \$625 million. As of August 31, 2018, 9.1 million shares remained under the current share repurchase authorization.

DIVIDENDS DECLARED PER COMMON SHARE. On August 17, 2018, our Board of Directors declared a quarterly dividend of \$0.65 per share of common stock. The dividend will be paid on October 1, 2018 to stockholders of record as of the close of business on September 10, 2018. 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 at the end of each fiscal year.

(2) Accumulated Other Comprehensive Income (Loss)

The following table provides changes in AOCI, net of tax, reported in our unaudited condensed consolidated financial statements for the three-month periods ended August 31 (in millions; amounts in parentheses indicate debits to AOCI):

	2018	2017
Foreign currency translation loss:		
Balance at beginning of period	\$ (759)	\$ (685)
Translation adjustments	(162)	109
Balance at end of period	(921)	(576)
Retirement plans adjustments:		
Balance at beginning of period	181	270
Reclassifications from AOCI	(23)	(19)
Balance at end of period	158	251
Accumulated other comprehensive (loss) at end of period	<u>\$ (763)</u>	<u>\$ (325)</u>

The following table presents details of the reclassifications from AOCI for the three-month periods ended August 31 (in millions; amounts in parentheses indicate debits to earnings):

	Amount Reclassified from AOCI		Affected Line Item in the Income Statement
	2018	2017	
Amortization of retirement plans prior service credits, before tax	\$ 30	\$ 30	Salaries and employee benefits
Income tax benefit	(7)	(11)	Provision for income taxes
AOCI reclassifications, net of tax	<u>\$ 23</u>	<u>\$ 19</u>	Net income

(3) Financing Arrangements

We have a shelf registration statement filed with the SEC that allows us to sell, in one or more future offerings, any combination of our unsecured debt securities and common stock.

We have a five-year \$2.0 billion revolving credit facility that expires in November 2020. The facility, which includes a \$500 million letter of credit sublimit, is available to finance our operations and other cash flow needs. The agreement contains a financial covenant, which requires us to maintain a ratio of debt to consolidated earnings (excluding non-cash retirement plans mark-to-market adjustments and non-cash asset impairment charges) before interest, taxes, depreciation and amortization (“adjusted EBITDA”) of not more than 3.5 to 1.0, calculated as of the end of the applicable quarter on a rolling four-quarters basis. The ratio of our debt to adjusted EBITDA was 2.0 to 1.0 at August 31, 2018. We believe this covenant is the only significant restrictive covenant in our revolving credit agreement. Our revolving credit agreement contains other customary covenants that do not, individually or in the aggregate, materially restrict the conduct of our business. We are in compliance with this financial covenant and all other covenants of our revolving credit agreement and do not expect the covenants to affect our operations, including our liquidity or expected funding needs.

During the first quarter of 2019, we issued commercial paper to provide us with additional short-term liquidity. The maximum amount outstanding during the quarter was \$300 million. Our commercial paper program is backed by unused commitments under the revolving credit facility and borrowings under the program reduce the amount available under the credit facility. As of August 31, 2018, \$300 million of commercial paper and \$54 million in letters of credit were outstanding, leaving \$1.646 billion available under the revolving credit facility for future borrowings.

Long-term debt, exclusive of capital leases, had carrying values of \$16.5 billion at August 31, 2018 and May 31, 2018, compared with estimated fair values of \$16.5 billion at August 31, 2018 and \$16.6 billion at May 31, 2018. The annualized weighted-average interest rate on long-term debt was 3.6% at August 31, 2018. 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.

(4) Computation of Earnings Per Share

The calculation of basic and diluted earnings per common share for the three-month periods ended August 31 was as follows (in millions, except per share amounts):

	Three Months Ended	
	2018	2017
Basic earnings per common share:		
Net earnings allocable to common shares (1)	\$ 834	\$ 595
Weighted-average common shares	265	268
Basic earnings per common share	\$ 3.15	\$ 2.22
Diluted earnings per common share:		
Net earnings allocable to common shares (1)	\$ 834	\$ 595
Weighted-average common shares	265	268
Dilutive effect of share-based awards	4	4
Weighted-average diluted shares	269	272
Diluted earnings per common share	\$ 3.10	\$ 2.19
Anti-dilutive options excluded from diluted earnings per common share	3.7	3.2

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

(5) Income Taxes

Our effective tax rate was 24.2% for the first quarter of 2019, compared with 39.3% for the first quarter of 2018. The 2019 tax rate was favorably impacted by the TCJA, which resulted in an approximate \$135 million benefit primarily from the lower statutory tax rate on first quarter 2019 earnings. The 2018 tax rate was negatively impacted by costs incurred in connection with the integration of the foreign operations of FedEx Express and TNT Express B.V. (“TNT Express”) and the effects of the NotPetya cyberattack on lower taxed foreign earnings, which were partially offset by tax benefits from share-based payments.

On August 1, 2018, the U.S. Treasury Department released proposed regulations covering the one-time transition tax on unrepatriated foreign earnings, which was enacted as part of the TCJA. Certain guidance included in these proposed regulations is inconsistent with our interpretation that led to the recognition of a \$225 million (\$0.94 per diluted share) benefit in 2018 (the “2018 Benefit”). This proposed guidance is not authoritative and is subject to change in the regulatory review process. However, if the proposed guidance is included in the final regulations as drafted, we may be required to reverse the 2018 Benefit in the quarter the regulations become final.

We are still completing our accounting for the income tax effects of the TCJA. As of August 31, 2018, there were no changes to the provisional amounts recorded at May 31, 2018.

(6) 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. Key terms of our retirement plans are provided in our Annual Report.

Our retirement plans costs for the three-month periods ended August 31 were as follows (in millions):

	2018	2017
Defined benefit pension plans, net	\$ 28	\$ 37
Defined contribution plans	144	127
Postretirement healthcare plans	19	19
	<u>\$ 191</u>	<u>\$ 183</u>

Net periodic benefit cost of the pension and postretirement healthcare plans for the three-month periods ended August 31 included the following components (in millions):

	U.S. Pension Plans		International Pension Plans		Postretirement Healthcare Plans	
	2018	2017	2018	2017	2018	2017
Service cost	\$ 172	\$ 170	\$ 24	\$ 23	\$ 9	\$ 9
Other retirement plans (income) expense:						
Interest cost	238	279	13	12	10	10
Expected return on plan assets	(377)	(406)	(12)	(11)	—	—
Amortization of prior service credit and other	(29)	(30)	(1)	—	—	—
	<u>(168)</u>	<u>(157)</u>	<u>—</u>	<u>1</u>	<u>10</u>	<u>10</u>
	<u>\$ 4</u>	<u>\$ 13</u>	<u>\$ 24</u>	<u>\$ 24</u>	<u>\$ 19</u>	<u>\$ 19</u>

We made voluntary contributions to our tax-qualified U.S. domestic pension plans (“U.S. Pension Plans”) of \$250 million during the first quarters of 2019 and 2018. In September 2018, we made additional voluntary contributions to our U.S. Pension Plans of \$250 million.

(7) Business Segment Information

We provide a broad portfolio of transportation, e-commerce and business services through companies competing collectively, operating independently and managed collaboratively, under the respected FedEx brand. Our primary operating companies are FedEx Express, including TNT 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 U.S. 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 reportable segments include the following businesses :

FedEx Express Segment	FedEx Express (express transportation) TNT Express (international express transportation, small-package ground delivery and freight 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) FedEx Office (document and business services and package acceptance)

FedEx Services Segment

The FedEx Services segment operates combined sales, marketing, administrative and information-technology functions in shared services operations that support our transportation businesses and allow 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 includes: FedEx Services, which provides sales, marketing, information technology, communications, customer service, technical support, billing and collection services for U.S. customers of our major business units and certain back-office support to our other companies; and FedEx Office and Print Services, Inc. (“FedEx Office”), which provides an array of document and business services and retail access to our customers for our package transportation businesses.

The FedEx Services segment provides direct and indirect support to our transportation businesses, and we allocate all of the net operating costs of the FedEx Services segment (including the net operating results of FedEx Office) to reflect the full cost of operating our transportation businesses in the results of those segments. Within the FedEx Services segment allocation, the net operating results of FedEx Office, which are an immaterial component of our allocations, are allocated to FedEx Express and FedEx Ground. 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 transportation 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 revenues 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, as well as certain other costs and credits not attributed to our core business. These costs are not allocated to the other business segments.

Also included in corporate and other is the FedEx Trade Networks, Inc. (“FedEx Trade Networks”) operating segment, which provides customs brokerage and global ocean and air freight forwarding through FedEx Trade Networks Transport & Brokerage, Inc.; cross-border enablement and technology solutions and e-commerce transportation solutions through FedEx Cross Border Technologies, Inc.; integrated supply chain management solutions through FedEx Supply Chain; time-critical shipment services through FedEx Custom Critical, Inc.; and, effective September 1, 2018, critical inventory and service parts logistics, 3-D printing and technology repair through FedEx Forward Depots, Inc.

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

The following table provides a reconciliation of reportable segment revenues and operating income (losses) to our unaudited condensed consolidated financial statement totals for the three-month periods ended August 31 (in millions):

	2018	2017
Revenues:		
FedEx Express segment	\$ 9,222	\$ 8,400
FedEx Ground segment	4,799	4,245
FedEx Freight segment	1,959	1,664
FedEx Services segment	417	400
Other and eliminations	655	588
	<u>\$ 17,052</u>	<u>\$ 15,297</u>
Operating income (loss):		
FedEx Express segment	\$ 367	\$ 320
FedEx Ground segment	667	606
FedEx Freight segment	176	165
Corporate, other and eliminations	(139)	(120)
	<u>\$ 1,071</u>	<u>\$ 971</u>

(8) Commitments

As of August 31, 2018, our purchase commitments under various contracts for the remainder of 2018 and annually thereafter were as follows (in millions):

	Aircraft and Related	Other ⁽¹⁾	Total
2019 (remainder)	\$ 1,341	\$ 664	\$ 2,005
2020	1,991	786	2,777
2021	2,315	500	2,815
2022	1,856	363	2,219
2023	1,561	263	1,824
Thereafter	2,986	532	3,518
Total	<u>\$ 12,050</u>	<u>\$ 3,108</u>	<u>\$ 15,158</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 August 31, 2018, our obligation to purchase six Boeing 777 Freighter ("B777F") aircraft and five 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 ("RLA"). Open purchase orders that are cancelable are not considered unconditional purchase obligations for financial reporting purposes and are not included in the table above.

During the quarter, FedEx Express entered into agreements to purchase 12 incremental B777F aircraft and 12 incremental B767F aircraft. Six of the B777F and one of the B767F aircraft purchases are conditioned upon there being no event that causes FedEx Express or its employees not to be covered by the RLA (the RLA condition was removed from three previously ordered B777F aircraft). The B777F aircraft are expected to be delivered between 2021 and 2025. The B767F aircraft are expected to be delivered between 2020 and 2022. As part of these agreements, one B777F and one B767F aircraft delivery were accelerated from 2020 to 2019.

One B777F aircraft and five B767F aircraft were delivered during the quarter. FedEx Express now has a total of 23 firm orders for B777F aircraft scheduled for delivery during the remainder of 2019 through 2025 and a total of 64 firm orders for B767F aircraft for delivery during the remainder of 2019 through 2023.

During the quarter, FedEx Express also acquired options to purchase an additional 14 B777F aircraft, and the delivery dates of 11 existing B777F option aircraft were rescheduled. As a result, FedEx Express now has options to purchase a total of 25 B777F aircraft for delivery through 2028. FedEx Express also acquired options to purchase an additional six B767F aircraft. As a result, FedEx Express now has options to purchase a total of 50 B767F aircraft for delivery through 2026.

As of August 31, 2018, we had \$992 million 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 unaudited condensed consolidated balance sheets. Aircraft and related contracts are subject to price escalations. The following table is a summary of the key aircraft we are committed to purchase as of August 31, 2018, with the year of expected delivery:

	Cessna SkyCourier 408	ATR 72-600F	B767F	B777F	Total
2019 (remainder)	-	-	11	3	14
2020	-	-	17	5	22
2021	12	5	18	2	37
2022	12	6	12	3	33
2023	12	6	6	4	28
Thereafter	14	13	-	6	33
Total	50	30	64	23	167

A summary of future minimum lease payments under noncancelable operating leases with an initial or remaining term in excess of one year at August 31, 2018 is as follows (in millions):

	Aircraft and Related Equipment	Facilities and Other	Total Operating Leases
2019 (remainder)	\$ 307	\$ 1,623	\$ 1,930
2020	261	1,961	2,222
2021	203	1,796	1,999
2022	185	1,615	1,800
2023	127	1,459	1,586
Thereafter	48	8,319	8,367
Total	\$ 1,131	\$ 16,773	\$ 17,904

Future minimum lease payments under capital leases were immaterial at August 31, 2018. 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.

(9) Contingencies

Independent Contractor — Lawsuits and Administrative Proceedings. FedEx Ground is involved in lawsuits and administrative proceedings claiming that owner-operators engaged under operating agreements no longer in place should have been treated as employees of FedEx Ground, rather than independent contractors. In addition, we are defending joint-employer cases where it is alleged that FedEx Ground should be treated as an employer of the drivers employed by owner-operators 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 matters related to owner-operators engaged by FedEx Ground could, among other things, entitle certain owner-operators to the reimbursement of certain expenses, and their drivers to the benefit of wage-and-hour laws, and result in employment and withholding tax and benefit liability for FedEx Ground. We continue to believe that owner-operators engaged by FedEx Ground are properly classified as independent contractors and that FedEx Ground is not an employer or joint employer of the drivers of these independent contractors.

City and State of New York Cigarette Suit. The City of New York and the State of New York filed two related lawsuits against FedEx Ground in December 2013 and November 2014 arising from FedEx Ground's alleged shipments of cigarettes to New York residents in contravention of several statutes, including the Racketeer Influenced and Corrupt Organizations Act ("RICO") and New York's Public Health Law, as well as common law nuisance claims. In April 2016, the two lawsuits were consolidated and will now proceed as one lawsuit. The first-filed lawsuit alleges that FedEx Ground provided delivery services on behalf of four shippers, and the second-filed lawsuit alleges that FedEx Ground provided delivery services on behalf of six additional shippers; none of these shippers continue to ship in our network. Following motions to dismiss filed in both lawsuits, some of the claims were dismissed entirely or limited. In the first-filed lawsuit, the New York Public Health Law and common law nuisance claims were dismissed and the plaintiffs voluntarily dismissed another claim. In the second-filed lawsuit, the common law nuisance claim was dismissed entirely and the New York Public Health Law claim has been limited to claims arising after September 27, 2013, when an amendment to that law provided enforcement authority to the City of New York and State of New York. Other claims, including the RICO claims, remain in both lawsuits. The consolidated lawsuit is set for jury trial beginning October 9, 2018. The likelihood of loss is reasonably possible, but the amount or range of loss, if any, cannot be estimated at this stage of the litigation. We expect the amount of any loss to be immaterial.

On July 10, 2017, the City of New York and the State of New York filed a third lawsuit against FedEx Ground and included FedEx Freight as a co-defendant. This additional case identifies no shippers or shipments, but generally alleges violations of the same laws that are the subject of the other two lawsuits. The amount or range of loss, if any, cannot be estimated at this stage of the lawsuit.

Other Matters. During the third quarter of 2017, FedEx Trade Networks informed U.S. Customs and Border Protection ("CBP") that in connection with certain customs entries it may have made improper claims for (i) reduced-duty treatment and (ii) duty-free treatment. In the fourth quarter of 2017 we established accruals totaling \$39.3 million for the then-current estimated probable loss for these matters. In the first quarter of 2018, FedEx Trade Networks tendered payments to CBP in these matters totaling \$46.5 million, and an additional expense of \$7.2 million was recognized. CBP acknowledged receipt of the amounts tendered in these matters.

In May 2018, FedEx Trade Networks was informed that CBP is demanding additional payment for duty loss plus interest in connection with the claims for reduced-duty treatment. In June 2018, we submitted a response to CBP challenging the additional demand, and we are waiting for a reply. We have established an accrual for an immaterial amount in connection with this additional demand. We continue to await a response from CBP indicating whether the claims for duty-free treatment are fully resolved.

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. 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.

(10) Supplemental Cash Flow Information

Cash paid for interest expense and income taxes for the three-month periods ended August 31 was as follows (in millions):

	2018	2017
Cash payments for:		
Interest (net of capitalized interest)	\$ 203	\$ 153
Income taxes	\$ 93	\$ 96
Income tax refunds received	(3)	(10)
Cash tax payments, net	\$ 90	\$ 86

(11) Condensed Consolidating Financial Statements

We are required to present condensed consolidating financial information in order for the subsidiary guarantors of our public debt to continue to be exempt from reporting under the Securities Exchange Act of 1934, as amended.

The guarantor subsidiaries, which are 100% owned by FedEx, guarantee \$16.4 billion of our public debt. The guarantees are full and unconditional and joint and several. Our guarantor subsidiaries were not determined using geographic, service line or other similar criteria, and as a result, the "Guarantor Subsidiaries" and "Non-guarantor Subsidiaries" columns each include portions of our domestic and international operations. Accordingly, this basis of presentation is not intended to present our financial condition, results of operations or cash flows for any purpose other than to comply with the specific requirements for subsidiary guarantor reporting.

Condensed consolidating financial statements for our guarantor subsidiaries and non-guarantor subsidiaries are presented in the following tables (in millions):

CONDENSED CONSOLIDATING BALANCE SHEETS
(UNAUDITED)
August 31, 2018

	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Consolidated
ASSETS					
CURRENT ASSETS					
Cash and cash equivalents	\$ 938	\$ 180	\$ 1,293	\$ (42)	\$ 2,369
Receivables, less allowances	41	5,233	3,550	(108)	8,716
Spare parts, supplies, fuel, prepaid expenses and other, less allowances	285	993	278	—	1,556
Total current assets	1,264	6,406	5,121	(150)	12,641
PROPERTY AND EQUIPMENT, AT COST	21	52,339	3,966	—	56,326
Less accumulated depreciation and amortization	17	25,670	1,860	—	27,547
Net property and equipment	4	26,669	2,106	—	28,779
INTERCOMPANY RECEIVABLE	1,385	1,240	—	(2,625)	—
GOODWILL	—	1,589	5,280	—	6,869
INVESTMENT IN SUBSIDIARIES	34,038	4,867	—	(38,905)	—
OTHER ASSETS	241	1,591	1,780	—	3,612
	<u>\$ 36,932</u>	<u>\$ 42,362</u>	<u>\$ 14,287</u>	<u>\$ (41,680)</u>	<u>\$ 51,901</u>
LIABILITIES AND STOCKHOLDERS' INVESTMENT					
CURRENT LIABILITIES					
Short-term borrowings	\$ 299	\$ —	\$ —	\$ —	\$ 299
Current portion of long-term debt	1,332	65	7	—	1,404
Accrued salaries and employee benefits	43	1,102	541	—	1,686
Accounts payable	187	1,252	1,778	(151)	3,066
Accrued expenses	466	1,786	899	—	3,151
Total current liabilities	2,327	4,205	3,225	(151)	9,606
LONG-TERM DEBT, LESS CURRENT PORTION	14,942	288	11	—	15,241
INTERCOMPANY PAYABLE	—	—	2,624	(2,624)	—
OTHER LONG-TERM LIABILITIES					
Deferred income taxes	101	2,730	117	—	2,948
Other liabilities	389	3,613	931	—	4,933
Total other long-term liabilities	490	6,343	1,048	—	7,881
STOCKHOLDERS' INVESTMENT	19,173	31,526	7,379	(38,905)	19,173
	<u>\$ 36,932</u>	<u>\$ 42,362</u>	<u>\$ 14,287</u>	<u>\$ (41,680)</u>	<u>\$ 51,901</u>

CONDENSED CONSOLIDATING BALANCE SHEETS
May 31, 2018

	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Consolidated
ASSETS					
CURRENT ASSETS					
Cash and cash equivalents	\$ 1,485	\$ 257	\$ 1,538	\$ (15)	\$ 3,265
Receivables, less allowances	3	4,970	3,586	(78)	8,481
Spare parts, supplies, fuel, prepaid expenses and other, less allowances	425	878	292	—	1,595
Total current assets	1,913	6,105	5,416	(93)	13,341
PROPERTY AND EQUIPMENT, AT COST					
Less accumulated depreciation and amortization	21	51,232	3,868	—	55,121
Net property and equipment	17	25,111	1,839	—	26,967
INTERCOMPANY RECEIVABLE	4	26,121	2,029	—	28,154
GOODWILL	1,487	924	—	(2,411)	—
INVESTMENT IN SUBSIDIARIES	—	1,709	5,264	—	6,973
OTHER ASSETS	33,370	4,082	—	(37,452)	—
	75	1,854	1,829	104	3,862
	<u>\$ 36,849</u>	<u>\$ 40,795</u>	<u>\$ 14,538</u>	<u>\$ (39,852)</u>	<u>\$ 52,330</u>
LIABILITIES AND STOCKHOLDERS' INVESTMENT					
CURRENT LIABILITIES					
Current portion of long-term debt	\$ 1,332	\$ 1	\$ 9	\$ —	\$ 1,342
Accrued salaries and employee benefits	65	1,506	606	—	2,177
Accounts payable	16	1,332	1,719	(90)	2,977
Accrued expenses	460	1,778	896	(3)	3,131
Total current liabilities	1,873	4,617	3,230	(93)	9,627
LONG-TERM DEBT, LESS CURRENT PORTION					
INTERCOMPANY PAYABLE	14,942	288	13	—	15,243
OTHER LONG-TERM LIABILITIES	—	—	2,411	(2,411)	—
Deferred income taxes	—	2,626	137	104	2,867
Other liabilities	619	3,432	1,126	—	5,177
Total other long-term liabilities	619	6,058	1,263	104	8,044
STOCKHOLDERS' INVESTMENT	19,415	29,832	7,621	(37,452)	19,416
	<u>\$ 36,849</u>	<u>\$ 40,795</u>	<u>\$ 14,538</u>	<u>\$ (39,852)</u>	<u>\$ 52,330</u>

CONDENSED CONSOLIDATING STATEMENTS OF COMPREHENSIVE INCOME
(UNAUDITED)
Three Months Ended August 31, 2018

	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Consolidated
REVENUES	\$ —	\$ 12,367	\$ 4,787	\$ (102)	\$ 17,052
OPERATING EXPENSES:					
Salaries and employee benefits	48	4,783	1,429	—	6,260
Purchased transportation	—	2,380	1,634	(47)	3,967
Rentals and landing fees	1	631	192	(1)	823
Depreciation and amortization	—	693	115	—	808
Fuel	—	902	84	—	986
Maintenance and repairs	—	646	89	—	735
Intercompany charges, net	(111)	(226)	337	—	—
Other	62	1,546	848	(54)	2,402
	—	11,355	4,728	(102)	15,981
OPERATING INCOME	—	1,012	59	—	1,071
OTHER INCOME (EXPENSE):					
Equity in earnings of subsidiaries	835	81	—	(916)	—
Interest, net	(158)	59	(13)	—	(112)
Other retirement plans income	—	193	13	(48)	158
Intercompany charges, net	143	(154)	(21)	32	—
Other, net	(3)	327	(340)	—	(16)
INCOME BEFORE INCOME TAXES	817	1,518	(302)	(932)	1,101
Provision for income taxes	—	215	51	—	266
NET INCOME	\$ 817	\$ 1,303	\$ (353)	\$ (932)	\$ 835
COMPREHENSIVE INCOME	\$ 800	\$ 1,401	\$ (618)	\$ (933)	\$ 650

CONDENSED CONSOLIDATING STATEMENTS OF COMPREHENSIVE INCOME
(UNAUDITED)
Three Months Ended August 31, 2017

	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Consolidated
REVENUES	\$ —	\$ 11,567	\$ 3,854	\$ (124)	\$ 15,297
OPERATING EXPENSES:					
Salaries and employee benefits	38	4,368	1,258	—	5,664
Purchased transportation	—	2,063	1,464	(82)	3,445
Rentals and landing fees	1	627	191	(1)	818
Depreciation and amortization	—	639	112	—	751
Fuel	—	637	66	—	703
Maintenance and repairs	—	602	73	—	675
Intercompany charges, net	(116)	114	2	—	—
Other	77	1,476	758	(41)	2,270
	<u>—</u>	<u>10,526</u>	<u>3,924</u>	<u>(124)</u>	<u>14,326</u>
OPERATING INCOME	—	1,041	(70)	—	971
OTHER INCOME (EXPENSE):					
Equity in earnings of subsidiaries	596	(3)	—	(593)	—
Interest, net	(129)	13	2	—	(114)
Other retirement plans income	—	141	5	—	146
Intercompany charges, net	131	(70)	(61)	—	—
Other, net	(2)	(8)	(11)	—	(21)
INCOME BEFORE INCOME TAXES	<u>596</u>	<u>1,114</u>	<u>(135)</u>	<u>(593)</u>	<u>982</u>
Provision for income taxes	—	399	(13)	—	386
NET INCOME	<u>\$ 596</u>	<u>\$ 715</u>	<u>\$ (122)</u>	<u>\$ (593)</u>	<u>\$ 596</u>
COMPREHENSIVE INCOME	<u>\$ 578</u>	<u>\$ 719</u>	<u>\$ (18)</u>	<u>\$ (593)</u>	<u>\$ 686</u>

CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS
(UNAUDITED)
Three Months Ended August 31, 2018

	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Consolidated
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	\$ 785	\$ (159)	\$ 102	\$ (27)	\$ 701
INVESTING ACTIVITIES					
Capital expenditures	—	(983)	(196)	—	(1,179)
Proceeds from asset dispositions and other	(5)	78	5	—	78
CASH USED IN INVESTING ACTIVITIES	(5)	(905)	(191)	—	(1,101)
FINANCING ACTIVITIES					
Proceeds from short-term borrowings	299	—	—	—	299
Net transfers from (to) Parent	(853)	763	90	—	—
Payment on loan between subsidiaries	—	—	—	—	—
Intercompany dividends	—	81	(81)	—	—
Principal payments on debt	—	—	(2)	—	(2)
Proceeds from stock issuances	25	—	—	—	25
Dividends paid	(173)	—	—	—	(173)
Purchase of treasury stock	(625)	—	—	—	(625)
Other, net	—	148	(144)	—	4
CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	(1,327)	992	(137)	—	(472)
Effect of exchange rate changes on cash	—	(5)	(19)	—	(24)
Net (decrease) increase in cash and cash equivalents	(547)	(77)	(245)	(27)	(896)
Cash and cash equivalents at beginning of period	1,485	257	1,538	(15)	3,265
Cash and cash equivalents at end of period	<u>\$ 938</u>	<u>\$ 180</u>	<u>\$ 1,293</u>	<u>\$ (42)</u>	<u>\$ 2,369</u>

CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS
(UNAUDITED)
Three Months Ended August 31, 2017

	Parent	Guarantor Subsidiaries	Non-guarantor Subsidiaries	Eliminations	Consolidated
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	\$ (878)	\$ 1,717	\$ (256)	\$ 7	\$ 590
INVESTING ACTIVITIES					
Capital expenditures	—	(985)	(59)	—	(1,044)
Proceeds from asset dispositions and other	—	6	—	—	6
CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	—	(979)	(59)	—	(1,038)
FINANCING ACTIVITIES					
Net transfers from (to) Parent	744	(735)	(9)	—	—
Principal payments on debt	—	(8)	(4)	—	(12)
Proceeds from stock issuances	150	—	—	—	150
Dividends paid	(134)	—	—	—	(134)
Purchase of treasury stock	(86)	—	—	—	(86)
Other, net	3	—	(9)	—	(6)
CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	677	(743)	(22)	—	(88)
Effect of exchange rate changes on cash	(2)	23	49	—	70
Net (decrease) increase in cash and cash equivalents	(203)	18	(288)	7	(466)
Cash and cash equivalents at beginning of period	1,884	325	1,807	(47)	3,969
Cash and cash equivalents at end of period	<u>\$ 1,681</u>	<u>\$ 343</u>	<u>\$ 1,519</u>	<u>\$ (40)</u>	<u>\$ 3,503</u>

REPORT OF INDEPENDENT REGISTERED
PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders
FedEx Corporation

Results of Review of Interim Financial Statements

We have reviewed the accompanying condensed consolidated balance sheet of FedEx Corporation as of August 31, 2018, and the related condensed consolidated statements of income, comprehensive income and cash flows for the three-month periods ended August 31, 2018 and August 31, 2017, and the related notes (collectively referred to as the "condensed consolidated interim financial statements"). Based on our reviews, we are not aware of any material modifications that should be made to the condensed consolidated interim financial statements for them to be in conformity with U.S. generally accepted accounting principles.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheet of FedEx Corporation as of May 31, 2018, and the related consolidated statements of income, comprehensive income, changes in stockholders' investment, and cash flows for the year then ended, and the related notes and schedules (not presented herein); and in our report dated July 16, 2018, we expressed an unqualified audit opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated balance sheet as of May 31, 2018, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

Basis for Review Results

These financial statements are the responsibility of the Company's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the SEC and the PCAOB. We conducted our review in accordance with the standards of the PCAOB. A review of interim financial statements consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ Ernst & Young LLP

Memphis, Tennessee
September 17, 2018

GENERAL

The following Management's Discussion and Analysis of Results of Operations and Financial Condition ("MD&A") describes the principal factors affecting the results of operations, liquidity, capital resources, contractual cash obligations and critical accounting estimates of FedEx Corporation ("FedEx"). This discussion should be read in conjunction with the accompanying quarterly unaudited condensed consolidated financial statements and our Annual Report on Form 10-K for the year ended May 31, 2018 ("Annual Report"). Our Annual Report includes additional information about our significant accounting policies, practices and the transactions that underlie our financial results, as well as a detailed discussion of the most significant risks and uncertainties associated with our financial condition and operating results.

We provide a broad portfolio of transportation, e-commerce and business services through companies competing collectively, operating independently and managed collaboratively, under the respected FedEx brand. Our primary operating companies are Federal Express Corporation ("FedEx Express"), including TNT Express B.V. ("TNT 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 U.S. 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 transportation segments. The FedEx Services segment also provides customers with retail access to FedEx Express and FedEx Ground shipping services through FedEx Office and Print Services, Inc. ("FedEx Office"). See "Reportable Segments" for further discussion. Additional information on our businesses can be found in our Annual Report.

As discussed in our Annual Report, the FedEx Trade Networks, Inc. ("FedEx Trade Networks") operating segment results are included in "Corporate, other and eliminations" in our segment reporting. Prior year amounts have been revised to conform to the current year presentation.

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. Accordingly, we expect these operating expenses to fluctuate on a year-over-year basis consistent with changes in revenues and volumes. Therefore, the discussion of operating expense captions focuses on the key drivers and trends impacting expenses other than changes in revenues and volumes. The line item "Other operating expenses" predominantly includes costs associated with outside service contracts (such as facility services and cargo handling, temporary labor and security), professional fees, insurance, taxes and licenses and uniforms.

Except as otherwise specified, references to years indicate our fiscal year ending May 31, 2019 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

CONSOLIDATED RESULTS

The following tables compare summary operating results and changes in revenue and operating income (dollars in millions, except per share amounts) for the periods ended August 31:

	Three Months Ended		Percent Change
	2018	2017	
Revenues	\$ 17,052	\$ 15,297	11
Operating income (loss):			
FedEx Express segment	367	320	15
FedEx Ground segment	667	606	10
FedEx Freight segment	176	165	7
Corporate, other and eliminations	(139)	(120)	(16)
Consolidated operating income	1,071	971	10
Operating margin:			
FedEx Express segment	4.0%	3.8%	20 bp
FedEx Ground segment	13.9%	14.3%	(40) bp
FedEx Freight segment	9.0%	9.9%	(90) bp
Consolidated operating margin	6.3%	6.3%	— bp
Consolidated net income	\$ 835	\$ 596	40
Diluted earnings per share	\$ 3.10	\$ 2.19	42

	Year-over-Year Changes	
	Revenue	Operating Income (Loss)
FedEx Express segment	\$ 822	\$ 47
FedEx Ground segment	554	61
FedEx Freight segment	295	11
FedEx Services segment	17	—
Corporate, other and eliminations	67	(19)
	\$ 1,755	\$ 100

Pension Accounting Change

As of June 1, 2018, we adopted new accounting guidance that changes how employers that sponsor defined benefit pension or other postretirement benefit plans present net periodic benefit cost in their income statement. This new guidance requires us to report only the service cost component in the salaries and employee benefits line item. The other components of net benefit cost are required to be presented in the income statement in other income, outside of income from operations. This new guidance impacts operating income and margin but has no impact on net income or earnings per share. We have applied these changes retrospectively.

Overview

The comparison of our first quarter results between 2019 and 2018 is significantly affected by the direct and indirect effects at FedEx Express of the NotPetya cyberattack in June 2017. Our first quarter 2018 results were negatively impacted by an estimated \$300 million (\$0.79 per diluted share) due to the NotPetya cyberattack, primarily from loss of revenue associated with decreased shipments in the TNT Express network, as well as incremental costs to restore information-technology systems. Additional information on the NotPetya cyberattack can be found in our Annual Report.

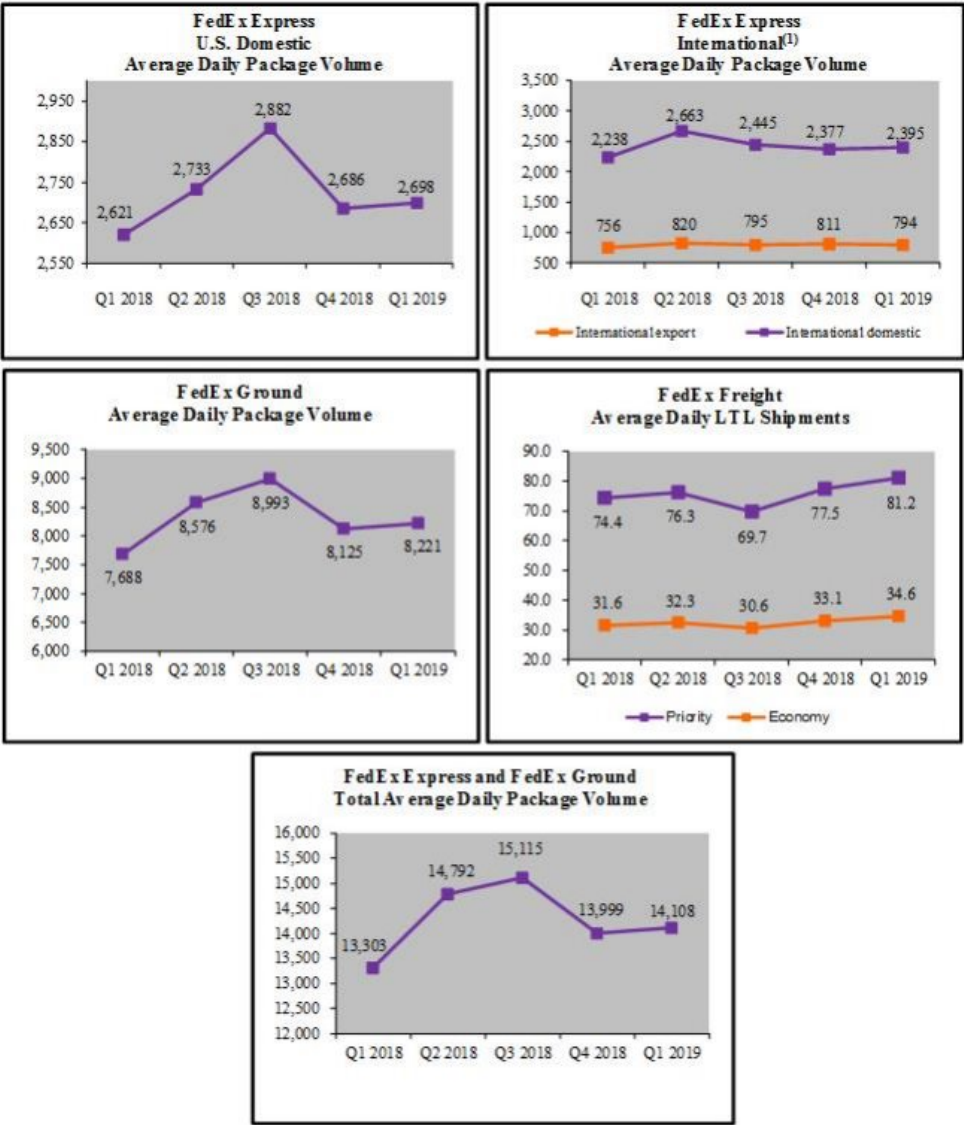
In addition to the direct effects of reduced revenue and increased expenses, the NotPetya cyberattack impacted the amount and timing of variable compensation recognized in 2018. During the first quarter of 2018, we recognized substantially lower expense for our annual incentive compensation programs and reduced accruals for our long-term cash incentive program. As results improved and we recovered from the NotPetya cyberattack later in the fiscal year, these accruals were increased to more normalized attainment levels. Conversely, we recognized full variable compensation accruals during the first quarter of 2019. In addition, we accelerated the timing of our merit pay increases for certain of our hourly employees during late 2018 following the enactment of the Tax Cuts and Jobs Act (“TCJA”), ahead of the normal October 2018 timing. Therefore, the first quarter of 2019 includes the full impact of the merit increase that would typically not be incurred until the second quarter. The aggregate impact of these expense timing differences negatively affected the year-over-year comparison of first quarter 2019 results by approximately \$170 million (\$130 million, net of tax, or \$0.48 per diluted share).

Volume growth and increased yields at all of our transportation segments also contributed to an increase in operating income in the first quarter of 2019. In addition, the favorable net impact of fuel at all of our transportation segments positively impacted our first quarter results. These factors were partially offset by higher purchased transportation expenses and higher salaries and employee benefits expense (discussed above) in the first quarter of 2019.

During the first quarter of 2019, we recognized an income tax benefit of approximately \$135 million (\$0.50 per diluted share) primarily related to a lower statutory income tax rate on first quarter 2019 earnings as a result of the enactment of the TCJA. See the “Income Taxes” section below for further information.

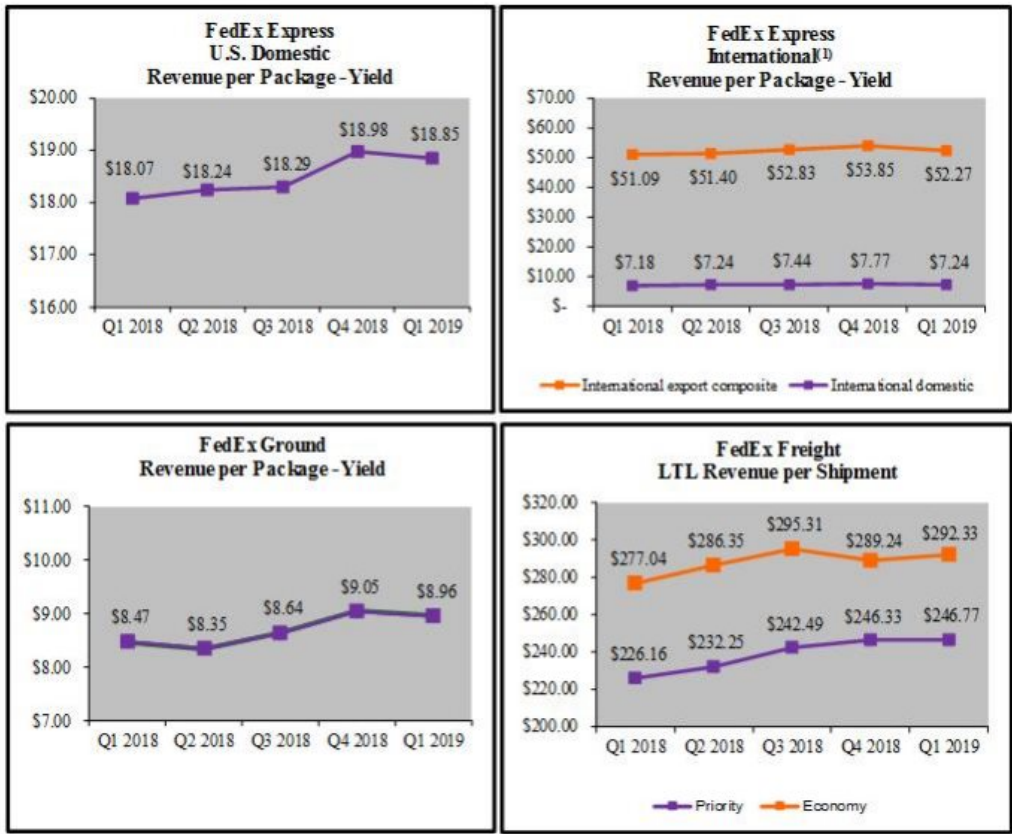
We incurred TNT Express integration expenses totaling \$121 million (\$98 million, net of tax, or \$0.36 per diluted share) in the first quarter of 2019, a \$9 million increase from the first quarter of 2018. The integration expenses are predominantly incremental costs directly associated with the integration of TNT Express, including salaries and wages, professional and legal fees, advertising expenses and travel, and include any restructuring charges at TNT Express. Internal salaries and wages are included only to the extent the individuals are assigned full-time to integration activities. These costs were incurred at FedEx Express and FedEx Corporate. The identification of these costs as integration-related expenditures is subject to our disclosure controls and procedures.

The following graphs for FedEx Express, FedEx Ground and FedEx Freight show selected volume trends (in thousands) over the five most recent quarters:



(1) International domestic average daily package volume relates to our international intra-country operations.

The following graphs for FedEx Express, FedEx Ground and FedEx Freight show selected yield trends over the five most recent quarters:



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

Revenue

Revenues increased 11% in the first quarter of 2019 due to improved performance at all of our transportation segments. Revenues at FedEx Express increased 10% in the first quarter of 2019 primarily due to international package and freight volume recovery from the NotPetya cyberattack, higher freight pounds and U.S. domestic package volume and yield growth. At FedEx Ground, revenues increased 13% in the first quarter of 2019 due to volume growth and increased yields. FedEx Freight revenues increased 18% in the first quarter of 2019 primarily due to higher revenue per shipment and average daily shipments. Higher fuel surcharges had a positive impact on revenues at all of our transportation segments in the first quarter of 2019.

Operating Expenses

The following tables compare operating expenses expressed as dollar amounts (in millions) and as a percent of revenue for the three- month periods ended August 31:

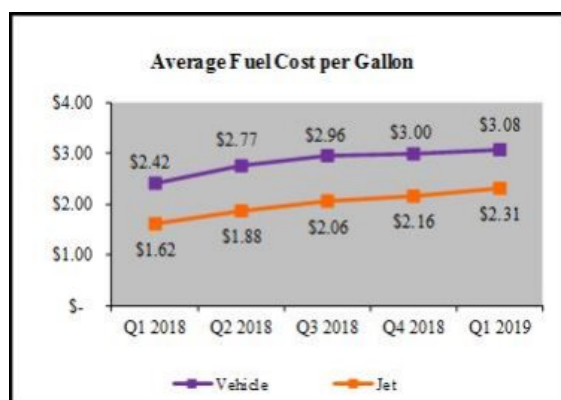
	2018	2017	Percent of Revenue	
			2018	2017
Operating expenses:				
Salaries and employee benefits	\$ 6,260	\$ 5,664	36.7 %	37.1 %
Purchased transportation	3,967	3,445	23.3	22.5
Rentals and landing fees	823	818	4.8	5.4
Depreciation and amortization	808	751	4.7	4.9
Fuel	986	703	5.8	4.6
Maintenance and repairs	735	675	4.3	4.4
Other	2,402	2,270	14.1	14.8
Total operating expenses	\$ 15,981	\$ 14,326	93.7	93.7
Operating income	\$ 1,071	\$ 971	6.3 %	6.3 %

Operating margin remained flat in the first quarter of 2019 primarily due to the increased revenue related to the recovery from the NotPetya cyberattack, offset by increased operating expenses across all transportation segments.

Salaries and employee benefits expense increased 11% in the first quarter of 2019 primarily due to the timing of advanced annual pay increases for certain hourly team members following the passage of the TCJA, higher staffing to support volume growth and higher variable compensation at all of our transportation segments. Purchased transportation costs increased 15% in the first quarter of 2019 primarily due to higher volumes at all of our transportation segments, as well as higher fuel surcharges and increased rates at FedEx Ground and FedEx Freight.

Fuel

The following graph for our transportation segments shows our average cost of jet and vehicle fuel per gallon for the five most recent quarters:



Fuel expense increased 40% in the first quarter of 2019 primarily due to increased fuel prices. However, fuel prices represent only one component of the factors we consider meaningful in understanding the impact of fuel on our business. Consideration must also be given to the fuel surcharge revenue we collect. Accordingly, we believe discussion of the net impact of fuel on our results, which is a comparison of the year-over-year change in these two factors, is important to understand the impact of fuel on our business. 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 the first quarters of 2019 and 2018 in the accompanying discussion of each of our transportation segments.

Our 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 continue to incorporate a timing lag of approximately six to eight weeks.

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 to the index price for the preceding month, 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.

We routinely review our fuel surcharges and our fuel surcharge methodology. On September 10, 2018, we updated the tables used to determine our fuel surcharges at FedEx Express and FedEx Ground.

The net impact of fuel had a significant benefit to operating income in the first quarter of 2019 as higher fuel surcharges more than offset 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. 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 the level of pricing discounts offered.

Income Taxes

Our effective tax rate was 24.2% for the first quarter of 2019, compared with 39.3% for the first quarter of 2018. The 2019 tax rate was favorably impacted by the TCJA, which resulted in an approximate \$135 million benefit primarily from the lower statutory tax rate on first quarter 2019 earnings. The 2018 tax rate was negatively impacted by costs incurred in connection with the integration of the foreign operations of FedEx Express and TNT Express and the effects of the NotPetya cyberattack on lower taxed foreign earnings, which were partially offset by tax benefits from share-based payments.

On August 1, 2018, the U.S. Treasury Department released proposed regulations covering the one-time transition tax on unrepatriated foreign earnings, which was enacted as part of the TCJA. Certain guidance included in these proposed regulations is inconsistent with our interpretation that led to the recognition of a \$225 million (\$0.94 per diluted share) benefit in 2018 (the “2018 Benefit”). This proposed guidance is not authoritative and is subject to change in the regulatory review process. However, if the proposed guidance is included in the final regulations as drafted, we may be required to reverse the 2018 Benefit in the quarter the regulations become final.

We are still completing our accounting for the income tax effects of the TCJA. As of August 31, 2018, there were no changes to the provisional amounts recorded at May 31, 2018.

We are subject to taxation in the United States and various U.S. state, local and foreign jurisdictions. We are currently under examination by the Internal Revenue Service for the 2014 and 2015 tax years. It is reasonably possible that certain income tax return proceedings will be completed during the next twelve months and could result in a change in our balance of unrecognized tax benefits. The expected impact of any changes would not be material to our consolidated financial statements. As of August 31, 2018, there were no material changes to our liabilities for unrecognized tax benefits subsequent to May 31, 2018.

Outlook

We expect volume and yield growth at all of our transportation segments to support revenue and earnings growth in 2019, prior to any mark-to-market retirement plans adjustment. We will continue executing operational improvement programs at FedEx Ground and FedEx Freight that are designed to increase operational efficiency and safety, enhance service offerings to our customers and reduce our cost structure.

Our expectations for earnings growth in 2019 are dependent on key external factors, including fuel prices, moderate economic growth and stability in global trade.

During the remainder of 2019, we will continue to execute our TNT Express integration plans and will be focused on integrating the largest and most complex countries, which include the largest workforces and facilities. We expect the aggregate integration program expense, including restructuring charges at TNT Express, over the four years through 2020 to be approximately \$1.5 billion and expect to incur approximately \$450 million of these costs during 2019. The timing and amount of integration expenses and capital investments in any future period may change as we implement our plans.

The integration process is complex as it spans over 200 countries and territories and involves combining our pickup-and-delivery operations at a local level, our global and regional air and ground networks, and our extensive operations, customs clearance, sales and back-office information technology systems. The integration is expected to be substantially completed by the end of 2020. We are targeting operating income improvement at the FedEx Express segment of \$1.2 billion to \$1.5 billion in 2020 from 2017 assuming moderate economic growth, stability in global trade and current accounting rules and tax laws. Although we are targeting to complete our integration program by the end of 2020, we are investing in opportunities to improve the capabilities of the integrated business for future profitability, including periods beyond 2020.

Other Outlook Matters. For details on key 2019 capital projects, refer to the “Liquidity Outlook” section of this MD&A.

FedEx Ground previously announced plans to implement the Independent Service Provider (“ISP”) model throughout its entire U.S. pickup-and-delivery network. The transition to the ISP model is being accomplished on a district-by-district basis and we are now targeting the transition to be completed during the second quarter of 2020. As of August 31, 2018, over 60% of FedEx Ground volume was being delivered by small businesses operating under the ISP model. The costs associated with these transitions will be recognized in the periods incurred and are not expected to be material to any future quarter.

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

RECENT ACCOUNTING GUIDANCE

See Note 1 of the accompanying unaudited condensed 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) TNT Express (international express transportation, small-package ground delivery and freight 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) FedEx Office (document and business services and package acceptance)

FEDEX SERVICES SEGMENT

The operating expense line item “Intercompany charges” on the accompanying unaudited condensed consolidated financial statements of our transportation segments reflects the allocations from the FedEx Services segment to the respective transportation segments. The allocations of net operating costs are based on metrics such as relative revenues or estimated services provided.

The FedEx Services segment provides direct and indirect support to our transportation businesses, and we allocate all of the net operating costs of the FedEx Services segment (including the net operating results of FedEx Office) to reflect the full cost of operating our transportation businesses in the results of those segments. Within the FedEx Services segment allocation, the net operating results of FedEx Office, which are an immaterial component of our allocations, are allocated to FedEx Express and FedEx Ground. 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 transportation segments. 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, as well as certain other costs and credits not attributed to our core business. These costs are not allocated to the other business segments.

Also included in corporate and other is the FedEx Trade Networks operating segment, which provides customs brokerage and global ocean and air freight forwarding through FedEx Trade Networks Transport & Brokerage, Inc.; cross-border enablement and technology solutions and e-commerce transportation solutions through FedEx Cross Border Technologies, Inc.; integrated supply chain management solutions through FedEx Supply Chain Distribution System, Inc.; time-critical shipment services through FedEx Custom Critical, Inc.; and, effective September 1, 2018, critical inventory and service parts logistics, 3-D printing and technology repair through FedEx Forward Depots, Inc.

Certain FedEx operating companies provide transportation and related services for other FedEx companies outside their reportable segment. Billings for such services are based on negotiated rates, which we believe approximate fair value, and are reflected as revenues of the billing segment. These rates are adjusted from time to time based on market conditions. Such intersegment revenues 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 tables compare revenues, operating expenses, operating income (dollars in millions), operating margin and operating expenses as a percent of revenue for the periods ended August 31:

	Three Months Ended		Percent Change		
	2018	2017		2018	2017
Revenues:					
Package:					
U.S. overnight box	\$ 1,886	\$ 1,750	8		
U.S. overnight envelope	468	450	4		
U.S. deferred	952	878	8		
Total U.S. domestic package revenue	3,306	3,078	7		
International priority	1,848	1,741	6		
International economy	850	770	10		
Total international export package revenue	2,698	2,511	7		
International domestic (1)	1,127	1,044	8		
Total package revenue	7,131	6,633	8		
Freight:					
U.S.	730	613	19		
International priority	551	470	17		
International economy	519	381	36		
International airfreight	85	83	2		
Total freight revenue	1,885	1,547	22		
Other	206	220	(6)		
Total revenues	9,222	8,400	10	100.0 %	100.0 %
Operating expenses:					
Salaries and employee benefits	3,473	3,214	8	37.7	38.3
Purchased transportation	1,307	1,184	10	14.2	14.1
Rentals and landing fees	470	484	(3)	5.1	5.7
Depreciation and amortization	436	415	5	4.7	4.9
Fuel	845	603	40	9.2	7.2
Maintenance and repairs	502	459	9	5.4	5.5
Intercompany charges	539	497	8	5.8	5.9
Other	1,283	1,224	5	13.9	14.6
Total operating expenses	8,855	8,080	10	96.0 %	96.2 %
Operating income	\$ 367	\$ 320	15		
Operating margin	4.0%	3.8%	20 bp		

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

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

	Three Months Ended		Percent
	2018	2017	Change
Package Statistics			
Average daily package volume (ADV):			
U.S. overnight box	1,231	1,188	4
U.S. overnight envelope	551	557	(1)
U.S. deferred	916	876	5
Total U.S. domestic ADV	2,698	2,621	3
International priority	518	504	3
International economy	276	252	10
Total international export ADV	794	756	5
International domestic (1)	2,395	2,238	7
Total ADV	5,887	5,615	5
Revenue per package (yield):			
U.S. overnight box	\$ 23.57	\$ 22.67	4
U.S. overnight envelope	13.09	12.43	5
U.S. deferred	15.98	15.42	4
U.S. domestic composite	18.85	18.07	4
International priority	54.84	53.17	3
International economy	47.43	46.95	1
International export composite	52.27	51.09	2
International domestic (1)	7.24	7.18	1
Composite package yield	18.64	18.17	3
Freight Statistics			
Average daily freight pounds:			
U.S.	8,309	7,727	8
International priority	5,315	4,906	8
International economy	13,459	10,281	31
International airfreight	1,717	1,853	(7)
Total average daily freight pounds	28,800	24,767	16
Revenue per pound (yield):			
U.S.	\$ 1.35	\$ 1.22	11
International priority	1.60	1.48	8
International economy	0.59	0.57	4
International airfreight	0.76	0.69	10
Composite freight yield	1.01	0.96	5

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

FedEx Express Segment Revenues

FedEx Express segment revenues increased 10% in the first quarter of 2019 primarily due to international package and freight volume recovery from the NotPetya cyberattack, higher freight pounds, U.S. domestic package volume and yield growth and higher fuel surcharges.

International export average daily volumes increased 5% in the first quarter of 2019 primarily due to increased volume from the recovery of the NotPetya cyberattack. International export package yields increased 2% in the first quarter of 2019 due to higher fuel surcharges, partially offset by lower base rates. Average daily freight pounds increased 16% in the first quarter of 2019 primarily due to higher volume in international freight services, driven by NotPetya cyberattack recovery as well as base business growth. Freight yields increased 5% in the first quarter of 2019 primarily due to higher fuel surcharges and base rates. U.S. domestic package average daily volumes increased 3% in the first quarter of 2019 driven by our deferred and overnight service offerings. U.S. domestic package yields increased 4% in the first quarter of 2019 primarily due to higher fuel surcharges and base rates.

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

	Three Months Ended	
	2018	2017
U.S. Domestic and Outbound Fuel Surcharge:		
Low	7.02%	2.21%
High	7.27	3.33
Weighted-average	7.11	2.71
International Fuel Surcharges:		
Low	8.14	3.38
High	17.97	13.73
Weighted-average	15.14	8.18

Effective January 1, 2018, FedEx Express implemented a 4.9% average list price increase for U.S. domestic, U.S. export and U.S. import services.

FedEx Express Segment Operating Income

FedEx Express segment operating income and margin increased in the first quarter of 2019 due to international package and freight volume recovery from the NotPetya cyberattack, higher freight pounds, U.S. domestic package volume growth and the positive net impact of fuel. The increased variable compensation accruals during 2019 and accelerated annual merit pay increases during late 2018 for certain of our hourly employees following the passage of the TCJA (described in the "Overview" section above) negatively impacted the year-over-year comparison of operating income by approximately \$100 million. In addition, changes in service mix following the NotPetya cyberattack negatively impacted operating margin in the first quarter of 2019.

Results in the first quarter of 2019 include approximately \$102 million of TNT Express integration expenses, a \$14 million increase from the first quarter of 2018.

Salaries and employee benefits expense increased 8% in the first quarter of 2019 primarily due to the pay increases noted above and higher staffing to support volume growth. Purchased transportation expense increased 10% in the first quarter of 2019 primarily due to higher volume from the recovery of the NotPetya cyberattack. Maintenance and repairs expense increased 9% in the first quarter of 2019 primarily due to the timing of aircraft engine maintenance events.

Fuel expense increased 40% in the first quarter of 2019 due to higher fuel prices. However, the net impact of fuel had a significant benefit to operating income in the first quarter of 2019, as higher fuel surcharges more than offset increased fuel prices. See the "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

FedEx Ground service offerings include day-certain delivery to businesses in the U.S. and Canada and to 100% of U.S. residences. The following tables compare revenues, 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 periods ended August 31:

	Three Months Ended		Percent Change	Percent of Revenue	
	2018	2017		2018	2017
Revenues	\$ 4,799	\$ 4,245	13	100.0 %	100.0 %
Operating expenses:					
Salaries and employee benefits	805	680	18	16.8	16.0
Purchased transportation	2,062	1,776	16	43.0	41.8
Rentals	191	184	4	4.0	4.3
Depreciation and amortization	173	161	7	3.6	3.8
Fuel	3	2	50	—	—
Maintenance and repairs	77	75	3	1.6	1.8
Intercompany charges	397	359	11	8.3	8.5
Other	424	402	5	8.8	9.5
Total operating expenses	4,132	3,639	14	86.1 %	85.7 %
Operating income	\$ 667	\$ 606	10		
Operating margin	13.9%	14.3%	(40) bp		
Average daily package volume	8,221	7,688	7		
Revenue per package (yield)	\$ 8.96	\$ 8.47	6		

FedEx Ground Segment Revenues

FedEx Ground segment revenues increased 13% in the first quarter of 2019 due to volume growth and increased yields. Average daily volume at FedEx Ground increased 7% in the first quarter of 2019 primarily due to continued growth in commercial and residential services driven by e-commerce growth. FedEx Ground yield increased 6% during the first quarter of 2019 primarily driven by higher fuel surcharges and base yields.

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 periods ended August 31:

	Three Months Ended	
	2018	2017
Low	6.30%	4.00%
High	6.50	4.50
Weighted-average	6.30	4.32

Effective January 1, 2018, FedEx Ground implemented a 4.9% average list price increase. In addition, as announced on September 18, 2017, dimensional weight pricing applies to the majority of FedEx SmartPost shipments effective January 22, 2018.

FedEx Ground Segment Operating Income

FedEx Ground segment operating income increased 10% in the first quarter of 2019 due to volume growth and increased yields. The increased variable compensation accruals during 2019 and accelerated annual merit pay increases during late 2018 for certain of our hourly employees following the passage of the TCJA (described in the “Overview” section above) negatively impacted the year-over-year comparison of operating income by approximately \$30 million. In addition, higher purchased transportation, staffing and network expansion costs partially offset the benefits from higher revenues and drove a decline in operating margin.

Purchased transportation expense increased 16% in the first quarter of 2019 primarily due to higher volumes, increased rates and higher fuel costs. Salaries and employee benefits expense increased 18% in the first quarter of 2019 primarily due to additional staffing to support volume growth, the pay increases noted above and network expansion.

Independent Contractor Model

FedEx Ground is involved in lawsuits and administrative proceedings claiming that owner-operators engaged under operating agreements no longer in place should have been treated as employees of FedEx Ground, rather than independent contractors. In addition, we are defending joint-employer cases where it is alleged that FedEx Ground should be treated as an employer of the drivers employed by owner-operators engaged by FedEx Ground. These cases are in varying stages of litigation. We will continue to vigorously defend ourselves in these proceedings and continue to believe that owner-operators engaged by FedEx Ground are properly classified as independent contractors and that FedEx Ground is not an employer or joint employer of the drivers of these independent contractors.

For additional information on the FedEx Ground ISP model, see “Other Outlook Matters” under Consolidated Results of this MD&A.

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 tables compare revenues, operating expenses, operating income (dollars in millions), operating margin, selected statistics and operating expenses as a percent of revenue for the periods ended August 31:

	Three Months Ended		Percent Change	Percent of Revenue	
	2018	2017		2018	2017
Revenues	\$ 1,959	\$ 1,664	18	100.0 %	100.0 %
Operating expenses:					
Salaries and employee benefits	928	793	17	47.4	47.7
Purchased transportation	259	198	31	13.2	11.9
Rentals	42	36	17	2.1	2.1
Depreciation and amortization	78	68	15	4.0	4.1
Fuel	137	97	41	7.0	5.8
Maintenance and repairs	62	56	11	3.2	3.4
Intercompany charges	138	125	10	7.0	7.5
Other	139	126	10	7.1	7.6
Total operating expenses	1,783	1,499	19	91.0 %	90.1 %
Operating income	\$ 176	\$ 165	7		
Operating margin	9.0%	9.9%	(90) bp		
Average daily shipments (in thousands)					
Priority	81.2	74.4	9		
Economy	34.6	31.6	9		
Total average daily shipments	115.8	106.0	9		
Weight per shipment (lbs)					
Priority	1,218	1,184	3		
Economy	1,009	1,147	(12)		
Composite weight per shipment	1,156	1,173	(1)		
Revenue per shipment					
Priority	\$ 246.77	\$ 226.16	9		
Economy	292.33	277.04	6		
Composite revenue per shipment	\$ 260.39	\$ 241.34	8		
Revenue per hundredweight					
Priority	\$ 20.26	\$ 19.11	6		
Economy	28.97	24.15	20		
Composite revenue per hundredweight	\$ 22.53	\$ 20.58	9		

FedEx Freight Segment Revenues

FedEx Freight segment revenues increased 18% in the first quarter of 2019 primarily due to higher revenue per shipment and average daily shipments. Revenue per shipment increased 8% in the first quarter of 2019 primarily due to higher base rates driven by our ongoing yield management initiatives and higher fuel surcharges. Average daily shipments increased 9% in the first quarter of 2019 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 periods ended August 31:

	Three Months Ended	
	2018	2017
Low	24.60%	20.90%
High	25.00	21.60
Weighted-average	24.77	21.26

Effective January 1, 2018, FedEx Freight implemented a 4.9% average increase in certain U.S. and other shipping rates.

FedEx Freight Segment Operating Income

FedEx Freight segment operating income increased 7% in the first quarter of 2019 primarily driven by higher revenue per shipment. Operating margin declined slightly in the first quarter of 2019 due to increased salaries and employee benefits expense and higher purchased transportation expense. In addition, the increased variable compensation accruals during 2019 and accelerated annual merit pay increases during late 2018 for certain of our hourly employees following the passage of the TCJA (described in the “Overview” section above) negatively impacted the year-over-year comparison of operating income by approximately \$30 million.

Salaries and employee benefits expense increased 17% in the first quarter of 2019 driven primarily by higher staffing levels to support volume growth as well as the pay increases noted above. Purchased transportation expense increased 31% in the first quarter of 2019 due to increased rates, higher fuel surcharges and higher volumes.

Fuel expense increased 41% in the first quarter of 2019 primarily due to higher fuel prices. The net impact of fuel had a moderate benefit to operating income in the first quarter of 2019 as higher fuel surcharges more than offset increased fuel prices.

FINANCIAL CONDITION

LIQUIDITY

Cash and cash equivalents totaled \$2.4 billion at August 31, 2018, compared to \$3.3 billion at May 31, 2018. The following table provides a summary of our cash flows for the three-month periods ended August 31 (in millions):

	2018	2017
Operating activities:		
Net income	\$ 835	\$ 596
Noncash charges and credits	981	970
Changes in assets and liabilities	(1,115)	(976)
Cash provided by operating activities	701	590
Investing activities:		
Capital expenditures	(1,179)	(1,044)
Proceeds from asset dispositions and other	78	6
Cash used in investing activities	(1,101)	(1,038)
Financing activities:		
Proceeds from short-term borrowings	299	—
Principal payments on debt	(2)	(12)
Proceeds from stock issuances	25	150
Dividends paid	(173)	(134)
Purchase of treasury stock	(625)	(86)
Other	4	(6)
Cash used in financing activities	(472)	(88)
Effect of exchange rate changes on cash	(24)	70
Net decrease in cash and cash equivalents	\$ (896)	\$ (466)
Cash and cash equivalents at the end of period	\$ 2,369	\$ 3,503

Cash flows from operating activities increased \$111 million in the first quarter of 2019 primarily due to higher net income, including as a result of recovery from the NotPetya cyberattack, partially offset by increased variable compensation payments. Capital expenditures increased during the first quarter of 2019 primarily due to aircraft and related equipment purchases at FedEx Express, increased spending on information technology at FedEx Services and increased vehicle purchases at FedEx Freight and FedEx Express, partially offset by lower spending on network expansion projects at FedEx Ground. See “Capital Resources” for a discussion of capital expenditures during the first quarters of 2019 and 2018.

During the first quarter of 2019, we issued commercial paper to provide us with additional short-term liquidity. As of August 31, 2018, we had \$300 million of commercial paper outstanding. See Note 3 of the accompanying unaudited condensed consolidated financial statements for further discussion.

In January 2016, our Board of Directors approved a share repurchase program of up to 25 million shares. During the first quarter of 2019, we repurchased 2.6 million shares of FedEx common stock at an average price of \$238.95 per share for a total of \$625 million. As of August 31, 2018, 9.1 million shares remained under the current share repurchase authorization. Shares under this 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 limit was set for the completion of the program, and the program may be suspended or discontinued at any time.

CAPITAL RESOURCES

Our operations are capital intensive, characterized by significant investments in aircraft, vehicles, technology, facilities, and package- handling and sort equipment. The amount and timing of capital additions 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 as set category and reportable segment for the periods ended August 31 (in millions):

	Three Months Ended		Percent Change 2018/2017
	2018	2017	Three Months Ended
Aircraft and related equipment	\$ 472	\$ 410	15
Package handling and ground support equipment	193	197	(2)
Vehicles	160	122	31
Information technology	175	126	39
Facilities and other	179	189	(5)
Total capital expenditures	\$ 1,179	\$ 1,044	13
FedEx Express segment	\$ 760	\$ 581	31
FedEx Ground segment	176	306	(42)
FedEx Freight segment	90	28	221
FedEx Services segment	142	107	33
Other	11	22	(50)
Total capital expenditures	\$ 1,179	\$ 1,044	13

Capital expenditures increased during the first quarter of 2019 primarily due to aircraft and related equipment purchases at FedEx Express, which included the delivery of one Boeing 777 Freighter (“B777F”) aircraft and five Boeing 767-300 Freighter (“B767F”) aircraft, increased spending on information technology at FedEx Services and increased vehicle purchases at FedEx Freight and FedEx Express, partially offset by lower spending on network expansion projects at FedEx Ground.

LIQUIDITY OUTLOOK

We believe that our cash and cash equivalents, cash flow from operations and available financing sources will be adequate to meet our liquidity needs, including working capital, capital expenditure requirements, debt payment obligations, pension contributions and TNT Express integration expenses. Our cash and cash equivalents balance at August 31, 2018 includes \$1.0 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, as the enactment of the TCJA significantly reduced the cost of repatriating foreign earnings from a U.S. tax perspective. We 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 capital expenditures are expected to be approximately \$5.6 billion in 2019, and include spending for aircraft modernization at FedEx Express, spending on facilities and sort equipment, primarily at FedEx Express and FedEx Ground, and spending for TNT Express integration-related investments. We invested \$0.5 billion in aircraft and related equipment in the first quarter of 2019 and expect to invest an additional \$1.3 billion for aircraft and related equipment during the remainder of 2019. In addition, over the next several years, we will be investing approximately \$1.5 billion to significantly expand the FedEx Express Indianapolis hub and approximately \$1 billion to modernize the FedEx Express Memphis World Hub. We anticipate that our cash flow from operations will be sufficient to fund our capital expenditures in 2019. Historically, we have been successful in obtaining unsecured financing, from both domestic and international sources, although the marketplace for such investment capital can become restricted depending on a variety of economic factors.

During the quarter, FedEx Express entered into agreements to purchase 12 incremental B777F aircraft and 12 incremental B767F aircraft. Six of the B777F and one of the B767F aircraft purchases are 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 (“RLA”). The B777F aircraft are expected to be delivered between 2021 and 2025. The B767F aircraft are expected to be delivered between 2020 and 2022. As part of these agreements, one B777F and one B767F aircraft delivery were accelerated from 2020 to 2019.

One B777F aircraft and five B767F aircraft were delivered during the quarter. FedEx Express now has a total of 23 firm orders for B777F aircraft scheduled for delivery during the remainder of 2019 through 2025 and a total of 64 firm orders for B767F aircraft for delivery during the remainder of 2019 through 2023. Six of the B777F orders and five of the B767F orders are conditioned upon there being no event that causes FedEx Express or its employees not to be covered by the RLA (the RLA condition was removed from three previously ordered B777F aircraft).

During the quarter, FedEx Express also acquired options to purchase an additional 14 B777F aircraft, and the delivery dates of 11 existing B777F option aircraft were rescheduled. As a result, FedEx Express now has options to purchase a total of 25 B777F aircraft for delivery through 2028. FedEx Express also acquired options to purchase an additional six B767F aircraft. As a result, FedEx Express now has options to purchase a total of 50 B767F aircraft for delivery through 2026.

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.

We have a five-year \$2.0 billion revolving credit facility that expires in November 2020. See Note 3 of the accompanying unaudited condensed consolidated financial statements for a description of the terms and significant covenants of our revolving credit facility.

For the remainder of 2019, we anticipate making additional voluntary contributions to our tax-qualified U.S. domestic pension plans (“U.S. Pension Plans”), although at a much lower level than in 2018. We do not anticipate contributions to our U.S. Pension Plans will be required for the foreseeable future 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 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. During the first quarter of 2019, we made voluntary contributions totaling \$250 million to our U.S. Pension Plans. In September 2018, we made additional voluntary contributions to our U.S. Pension Plans of \$250 million. Our U.S. Pension Plans have ample funds to meet expected benefit payments.

Standard & Poor’s has assigned us a senior unsecured debt credit rating of BBB, 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 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.

CONTRACTUAL CASH OBLIGATIONS AND OFF-BALANCE SHEET ARRANGEMENTS

The following table sets forth a summary of our contractual cash obligations as of August 31, 2018. Certain of these contractual obligations are reflected in our balance sheet, while others are disclosed as future obligations under accounting principles generally accepted in the United States. Except for the current portion of interest on long-term debt, this table does not include amounts already recorded in our balance sheet as current liabilities at August 31, 2018. We have certain contingent liabilities that are not accrued in our balance sheet in accordance with accounting principles generally accepted in the United States. These contingent liabilities are not included in the table below. We have other long-term liabilities reflected in our balance sheet, including deferred income taxes, qualified and nonqualified pension and postretirement healthcare plan liabilities and other self-insurance accruals. Unless statutorily required, the payment obligations associated with these liabilities are not reflected in the table below due to the absence of scheduled maturities. Accordingly, this table is not meant to represent a forecast of our total cash expenditures for any of the periods presented.

	Payments Due by Fiscal Year (Undiscounted) (in millions)						Total
	2019 ⁽¹⁾	2020	2021	2022	2023	Thereafter	
Operating activities:							
Operating leases	\$ 1,930	\$ 2,222	\$ 1,999	\$ 1,800	\$ 1,586	\$ 8,367	\$ 17,904
Non-capital purchase obligations and other	807	809	579	384	287	2,840	5,706
Interest on long-term debt	411	541	529	529	522	9,348	11,880
Quarterly contributions to our U.S. Pension Plans	—	—	—	—	—	—	—
Investing activities:							
Aircraft and related capital commitments	1,271	1,941	2,211	1,812	1,514	672	9,421
Other capital purchase obligations	26	27	25	23	23	6	130
Financing activities:							
Debt	1,335	983	—	—	1,624	12,745	16,687
Total	<u>\$ 5,780</u>	<u>\$ 6,523</u>	<u>\$ 5,343</u>	<u>\$ 4,548</u>	<u>\$ 5,556</u>	<u>\$ 33,978</u>	<u>\$ 61,728</u>

(1) Cash obligations for the remainder of 2019.

Open purchase orders that are cancelable are not considered unconditional purchase obligations for financial reporting purposes and are not included in the table above. Such purchase orders often represent authorizations to purchase rather than binding agreements.

See Note 8 of the accompanying unaudited condensed consolidated financial statements for more information on such purchase orders.

Operating Activities

The amounts reflected in the table above for operating leases represent undiscounted future minimum lease payments under noncancelable operating leases (principally facilities and aircraft) with an initial or remaining term in excess of one year at August 31, 2018.

Included in the table above within the caption entitled “Non-capital purchase obligations and other” is our estimate of the current portion of the liability (\$99 million) for uncertain tax positions. We cannot reasonably estimate the timing of the long-term payments or the amount by which the liability will increase or decrease over time; therefore, the long-term portion of the liability (\$56 million) is excluded from the table.

The amounts reflected in the table above for interest on long-term debt represent future interest payments due on our long-term debt.

Investing Activities

The amounts reflected in the table above for capital purchase obligations represent noncancelable agreements to purchase capital-related equipment. Such contracts include those for certain purchases of aircraft, aircraft modifications, vehicles, facilities, computers and other equipment.

We had \$992 million in deposits and progress payments as of August 31, 2018 on aircraft purchases and other planned aircraft-related transactions.

Financing Activities

The amounts reflected in the table above for long-term debt represent future scheduled principal payments on our long-term debt.

Additional information on amounts included within the operating, investing and financing activities captions in the table above can be found in our Annual Report.

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.

GOODWILL. Goodwill is tested for impairment between annual tests whenever events or circumstances make it more likely than not that the fair value of a reporting unit has fallen below its carrying value. We do not believe there has been any other change of events or circumstances that would indicate that a reevaluation of the goodwill of our reporting units is required as of August 31, 2018, nor do we believe the goodwill of our reporting units is at risk of failing impairment testing. For additional details on goodwill impairment testing, refer to Note 1 to the financial statements included in our Annual Report.

Information regarding our critical accounting estimates can be found in our Annual Report, including Note 1 to the financial statements therein. Management has discussed the development and selection of these critical accounting estimates with the Audit Committee of our Board of Directors and with our independent registered public accounting firm.

FORWARD-LOOKING STATEMENTS

Certain statements in this report, including (but not limited to) those contained in “Fuel,” “Income Taxes,” “Outlook,” “Liquidity,” “Liquidity Outlook,” “Contractual Cash Obligations and Off-Balance Sheet Arrangements” and “Critical Accounting Estimates,” and the “General,” “Financing Arrangements,” “Income Taxes,” “Commitments” and “Contingencies” notes to the consolidated financial statements, 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,” “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, potential risks and uncertainties, such as:

- economic conditions in the global markets in which we operate;
- significant changes in the volumes of shipments transported through our networks, customer demand for our various services or the prices we obtain for our services;
- a significant data breach or other disruption to our technology infrastructure, which could adversely affect our reputation, business or results of operations;
- anti-trade measures and changes in international trade policies;
- our ability to integrate successfully the businesses and operations of FedEx Express and TNT Express in the expected time frame and at the expected cost;
- damage to our reputation or loss of brand equity;
- the price and availability of jet and vehicle fuel;
- our ability to manage our network capacity and cost structure for capital expenditures and operating expenses, and match it to shifting and future customer volume levels;
- the impact of intense competition on our ability to maintain or increase our prices (including our fuel surcharges in response to rising fuel costs) or to maintain or grow our revenues and market share;
- any impacts on our businesses resulting from evolving or new domestic or international government regulations, laws, and policies, which could be unfavorable to our business, including regulatory actions affecting data privacy and sovereignty, global aviation or other transportation rights, increased air cargo and other security or safety requirements, and tax, accounting, trade (such as protectionist measures or restrictions on free trade), foreign exchange intervention, labor (such as card-check legislation, joint employment standards or changes to the Railway Labor Act of 1926, as amended, affecting FedEx Express employees), environmental (such as global climate change legislation) or postal rules;
- future guidance, regulations, interpretations, or challenges to our tax positions relating to the TCJA and our ability to realize the benefits of certain provisions of the TCJA;
- our ability to effectively operate, integrate, leverage and grow acquired businesses, and to continue to support the value we allocate to these acquired businesses, including their goodwill and other intangible assets;
- our ability to achieve the FedEx Express profit improvement goal by the end of 2020;
- our ability to maintain good relationships with our employees and avoid attempts by labor organizations to organize groups of our employees, which could significantly increase our operating costs and reduce our operational flexibility;
- the impact of costs related to (i) challenges to the status of owner-operators engaged by FedEx Ground as independent contractors and direct employers of drivers providing services on their behalf, and (ii) any related changes to our relationship with these owner-operators and their drivers;
- any impact on our business from disruptions or modifications in service by, or changes in the business or financial soundness of, the U.S. Postal Service, which is a significant customer and vendor of FedEx;

- the impact of the United Kingdom’s vote to leave the European Union;
- the impact of any international conflicts or terrorist activities on the United States and global economies in general, the transportation industry or us in particular, and what effects these events will have on our costs or the demand for our services;
- adverse weather or localized disasters in key geographic areas, such as earthquakes, volcanoes, wildfires, hurricanes, conflicts or unrest, or terrorist attacks, which can disrupt our electrical service, damage our property, disrupt our operations, increase our fuel costs and adversely impact demand for our services;
- increasing costs, the volatility of costs and funding requirements and other legal mandates for employee benefits, especially pension and healthcare benefits;
- changes in our ability to attract and retain pilots, drivers and package handlers;
- 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, Brazilian real and Mexican peso, which can affect our sales levels and foreign currency sales prices;
- market acceptance of our new service and growth initiatives;
- any liability resulting from and the costs of defending against class-action litigation, such as wage-and-hour, joint employment, and discrimination and retaliation claims, and any other legal or governmental proceedings;
- the outcome of future negotiations to reach new collective bargaining agreements — including with the union that represents the pilots of FedEx Express (the current pilot agreement is scheduled to become amendable in November 2021) and with the union elected in 2015 to represent drivers at a FedEx Freight, Inc. facility;
- 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;
- governmental underinvestment in transportation infrastructure, which could increase our costs and adversely impact our service levels due to traffic congestion or sub-optimal routing of our vehicles and aircraft;
- widespread outbreak of an illness or any other communicable disease, or any other public health crisis;
- availability of financing on terms acceptable to us and our ability to maintain our current credit ratings, especially given the capital intensity of our operations; and
- other risks and uncertainties you can find in our press releases and SEC filings, including the risk factors identified under the heading “Risk Factors” in “Management’s Discussion and Analysis of Results of Operations and Financial Condition” in our Annual Report, as updated by our quarterly reports on Form 10-Q.

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.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

As of August 31, 2018, there were no material changes in our market risk sensitive instruments and positions since our disclosures in our Annual Report.

The principal foreign currency exchange rate risks to which we are exposed relate to the euro, Chinese yuan, British pound, Canadian dollar, Brazilian real and Mexican peso. Historically, our exposure to foreign currency fluctuations is more significant with respect to our revenues than our expenses, as a significant portion of our expenses are denominated in U.S. dollars, such as aircraft and fuel expenses. During the first three months of 2019, the U.S. dollar strengthened relative to the currencies of the foreign countries in which we operate, as compared to May 31, 2018, and this strengthening had a slightly positive impact on our results.

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 “Fuel” section of “Management’s Discussion and Analysis of Results of Operations and Financial Condition.”

Item 4. 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 August 31, 2018 (the end of the period covered by this Quarterly Report on Form 10-Q).

During our fiscal quarter ended August 31, 2018, 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.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

For a description of all material pending legal proceedings, see Note 9 of the accompanying unaudited condensed consolidated financial statements.

Item 1A. Risk Factors

Other than the risk factor set forth below, there have been no material changes from the risk factors disclosed in our Annual Report (under the heading “Risk Factors” in “Management’s Discussion and Analysis of Results of Operations and Financial Condition”) in response to Part I, Item 1A of Form 10-K.

We could be subject to adverse changes in regulations and interpretations or challenges to our tax positions relating to the Tax Cuts and Jobs Act. 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 liability. In December 2017, the United States government enacted comprehensive tax legislation through the Tax Cuts and Jobs Act (“TCJA”), which significantly changed the U.S. corporate income tax system. The TCJA requires complex computations to be performed that were not previously required in U.S. tax law, significant judgments, estimates and calculations to be made in interpreting its provisions, and the preparation and analysis of information not previously relevant or regularly produced.

The U.S. Treasury Department, the Internal Revenue Service, and other standard-setting bodies could interpret or issue guidance on how provisions of the TCJA will be applied or otherwise administered that is different from our interpretation. As we continue our ongoing analysis of the TCJA and its related interpretations, collect and prepare necessary data, and interpret any additional guidance, we may be required to make adjustments to amounts that we have recorded that may adversely impact our results of operations and financial condition. For example, on August 1, 2018, the U.S. Treasury Department released proposed regulations covering the one-time transition tax on unrepatriated foreign earnings, which was enacted as part of the TCJA. Certain guidance included in these proposed regulations is inconsistent with our interpretation that led to the recognition of a \$225 million, or \$0.94 per diluted share, benefit in fiscal 2018 (the “2018 Benefit”). This proposed guidance is not authoritative and is subject to change in the regulatory review process. However, if the proposed guidance is included in the final regulations as drafted, we may be required to reverse the 2018 Benefit in the quarter the regulations become final. In addition, further legislative action could be taken to address questions or issues caused by the TCJA. State and foreign governments may also enact tax laws in response to the TCJA or other global initiatives that could result in further changes to our taxation and adversely impact our results of operations and financial condition.

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

The following table provides information on FedEx's repurchases of our common stock during the first quarter of 2019:

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Maximum Number of Shares That May Yet Be Purchased Under the Program
June 1-30, 2018	445,000	\$ 249.29	445,000	11,292,200
July 1-31, 2018	1,370,000	231.85	1,370,000	9,922,200
Aug. 1-31, 2018	800,000	245.35	800,000	9,122,200
Total	2,615,000	\$ 238.95	2,615,000	

The repurchases were made under the stock repurchase program approved by our Board of Directors and announced on January 26, 2016 and through which we are authorized to purchase, in the open market or in privately negotiated transactions, up to an aggregate of 25 million shares of our common stock. As of September 14, 2018, 8.8 million shares remained authorized for purchase under the January 2016 stock repurchase program, which is the only such program that currently exists. The program does not have an expiration date.

Item 6. Exhibits

Exhibit Number	Description of Exhibit
10.1	<u>Amendment dated July 17, 2018 (but effective as of February 26, 2018), amending the Transportation Agreement dated April 23, 2013 between the United States Postal Service and FedEx Express (the “USPS Transportation Agreement”). Confidential treatment has been requested for confidential commercial and financial information, pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).</u>
10.2	<u>Amendment dated July 17, 2018 (but effective as of February 26, 2018), amending the USPS Transportation Agreement. Confidential treatment has been requested for confidential commercial and financial information, pursuant to Rule 24b-2 under the Exchange Act.</u>
10.3	<u>Amendment dated July 17, 2018 (but effective as of April 2, 2018), amending the USPS Transportation Agreement. Confidential treatment has been requested for confidential commercial and financial information, pursuant to Rule 24b-2 under the Exchange Act.</u>
10.4	<u>Amendment dated June 29, 2018 (but effective as of June 4, 2018), amending the USPS Transportation Agreement. Confidential treatment has been requested for confidential commercial and financial information, pursuant to Rule 24b-2 under the Exchange Act.</u>
10.5	<u>Amendment dated July 17, 2018 (but effective as of April 2, 2018), amending the USPS Transportation Agreement. Confidential treatment has been requested for confidential commercial and financial information, pursuant to Rule 24b-2 under the Exchange Act.</u>
10.6	<u>Amendment dated August 1, 2018 (but effective as of June 29, 2018), amending the USPS Transportation Agreement. Confidential treatment has been requested for confidential commercial and financial information, pursuant to Rule 24b-2 under the Exchange Act.</u>
10.7	<u>Supplemental Agreement No. 11 (and related side letters) dated as of June 18, 2018, amending the Boeing 767-3S2 Freighter Purchase Agreement dated as of December 14, 2011 between The Boeing Company and FedEx Express. Confidential treatment has been requested for confidential commercial and financial information, pursuant to Rule 24b-2 under the Exchange Act.</u>
10.8	<u>Supplemental Agreement No. 30 (and related side letters) dated as of June 18, 2018, amending the Boeing 777 Freighter Purchase Agreement dated as of November 7, 2006, between The Boeing Company and FedEx Express. Confidential treatment has been requested for confidential commercial and financial information, pursuant to Rule 24b-2 under the Exchange Act.</u>
12.1	<u>Computation of Ratio of Earnings to Fixed Charges.</u>
15.1	<u>Letter re: Unaudited Interim Financial Statements.</u>
31.1	<u>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.</u>
31.2	<u>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.</u>
32.1	<u>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.</u>
32.2	<u>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.</u>
101.1	Interactive Data Files.

SIGNATURE

Pursuant to the requirements 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

Date: September 17, 2018

/s/ JOHN L. MERINO

JOHN L. MERINO
CORPORATE VICE PRESIDENT AND
PRINCIPAL ACCOUNTING OFFICER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF
					1	2
2. AMENDMENT/MODIFICATION NO. 124		3. EFFECTIVE DATE 02/26/2018		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY DALE D. PARSAN Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650 (202) 268-2223		CODE 5ACAAQ		7. ADMINISTERED BY (IF OTHER THAN ITEM 6) Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650		CODE 5ACAAQ
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) FEDERAL EXPRESS CORPORATION 3610 HACKS CROSS ROAD MEMPHIS TN 38125-8800				(x)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				x		10A. MODIFICATION OF CONTRACT/ORDER NO. ACN-13-FX
						10B. DATED (SEE ITEM 13) 04/23/2013
SUPPLIER CODE: 000389122		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						

☐☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)		Net Increase: [*]	
See Schedule			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(x)	A. THIS CHANGE BY CLAUSE IS ISSUED PURSUANT TO: (Specify clause) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.		
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☒	D. OTHER (such as no cost change/cancellation, termination, etc.) (Specify type of modification and authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Mutual Agreement of the Contracting Parties		
E. IMPORTANT : Contractor ☐ is not, ☒ is required to sign this document and return <u> 1 </u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate Operating Period 54 (March) Planned Charters into the ACN-13-FX contract, with the following conditions: A) Once the Charters are scheduled they cannot be canceled. B) All Service and Scan penalties (reductions in payment), related to the Day Network only, will be eliminated. This relief does not apply to the Night Network. C) Volume will be inducted into the network at the Memphis Hub and will incur appropriate tier pricing and will be processed normally. Continued... Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Ron D. Stevens, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian Mckain	
15B. CONTRACTOR/OFFEROR /s/ RON D. STEVENS <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 7-11-18	16B. CONTRACT AUTHORITY /s/ BRIAN MCKAIN <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 7/17/18

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

CONTINUATION SHEET				REQUISITION NO.		PAGE	OF
CONTRACT/ORDER NO.		AWARD/ EFFECTIVE DATE	MASTER/AGENCY CONTRACT NO.		SOLICITATION NO.	2	2
ACN-13-FX/124		02/26/2018				SOLICITATION ISSUE DATE	
ITEM NO	SCHEDULE OF SUPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT	
7	FedEx will notify the Postal Service if the tender requirement is different than what is currently in the contract. Delivery does not change. Payments for said charters will be paid as part of the Operating Period reconciliation. — Sub Rept Req'd: Y Carrier Code: FX Route Termini S: Various Route Termini End: Various Payment Terms: SEE CONTRACT Delivery: 08/29/2016 Discount Terms: See Schedule Accounting Info: BFN: 670167 FOB: Destination Period of Performance: 09/30/2013 to 09/29/2024 Change Item 7 to read as follows: Scheduled Charter Option Account Number: 53703 This value is for estimation purposes only.					[*]	

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Week 1 Planned													
Origin	Operating Day	Cubic Feet Requested	Mon (02/26)	Tue (02/27)	Wed (02/28)	Thu (03/01)	Fri (03/02)	Sat (03/03)	Sun (03/04)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters
EWR-S	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAS-S	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAX	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
LAX	THU	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAX	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
MIA	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAX-S	SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
Totals			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]
Week 2 Planned													
Origin	Operating Day	Cubic Feet Requested	Mon (03/05)	Tue (03/06)	Wed (03/07)	Thu (03/08)	Fri (03/09)	Sat (03/10)	Sun (03/11)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters
EWR-S	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAS-S	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAX	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
LAX	THUR	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAX	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
MIA	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAX-S	SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
EWR-S	SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
MIA	SUN	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
EWR	SUN	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
Totals			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]

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Week 3 Planned													
Origin	Operating Day	Cubic Feet Requested	Mon (03/12)	Tue (03/13)	Wed (03/14)	Thu (03/15)	Fri (03/16)	Sat (03/17)	Sun (03/18)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters
BDL-S	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
OAK	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
LAS-S	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAX	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
EWR	THU	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
LAX	THU	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAX	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
EWR	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
MIA	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
LAX-S	SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAX	SUN	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
MIA-S	SUN	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
Totals			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]
Week 4 Planned													
Origin	Operating Day	Cubic Feet Requested	Mon (03/19)	Tue (03/20)	Wed (03/21)	Thu (03/22)	Fri (03/23)	Sat (03/24)	Sun (03/25)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters
LAS-S	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAX	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
LAX	THU	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAX	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAX-S	SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
LAX	SUN	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
MIA-S	SUN	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
Totals			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]

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Week 5 Planned													
Origin	Operating Day	Cubic Feet Requested	Mon (03/26)	Tue (03/27)	Wed (03/28)	Thu (03/29)	Fri (03/30)	Sat (03/31)	Sun (04/01)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters
EWR-S	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAS-S	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAX	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
DEN	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAX	THU	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAX	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
LAX	SUN	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
MIA-S	SUN	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
Totals			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]
Monthly			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF
					1	2
2. AMENDMENT/MODIFICATION NO. 125		3. EFFECTIVE DATE 02/26/2018	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY DALE D. PARSAN Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650 (202) 268-2223		CODE 5ACAAQ	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650		CODE 5ACAAQ	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) FEDERAL EXPRESS CORPORATION 3610 HACKS CROSS ROAD MEMPHIS TN 38125-8800			(x)		9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
			x		10A. MODIFICATION OF CONTRACT/ORDER NO. ACN-13-FX	
					10B. DATED (SEE ITEM 13) 04/23/2013	
SUPPLIER CODE: 000389122		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						

☐☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)		Net Increase: [*]	
See Schedule			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(x)	A. THIS CHANGE BY CLAUSE IS ISSUED PURSUANT TO: (Specify clause) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.		
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☒	D. OTHER (such as no cost change/cancellation, termination, etc.) (Specify type of modification and authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Mutual Agreement of the Contracting Parties		
E. IMPORTANT : Contractor ☐ is not, ☒ is required to sign this document and return <u> 1 </u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate Operating Period 54 (March) Unplanned Charters into the ACN-13-FX contract, with the following conditions: A) Once the Charters are scheduled they cannot be canceled. B) All Service and Scan penalties (reductions in payment), related to the Day Network only, will be eliminated. This relief does not apply to the Night Network. C) Volume will be inducted into the network at the Memphis Hub and will incur appropriate tier pricing and will be processed normally. Continued... Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Ron D. Stevens, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian Mckain	
15B. CONTRACTOR/OFFEROR /s/ RON D. STEVENS <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 7-11-18	16B. CONTRACT AUTHORITY /s/ BRIAN MCKAIN <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 7/17/18

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

CONTINUATION SHEET				REQUISITION NO.		PAGE	OF
CONTRACT/ORDER NO.		AWARD/ EFFECTIVE DATE	MASTER/AGENCY CONTRACT NO.		SOLICITATION NO.	2	2
ACN-13-FX/125		02/26/2018				SOLICITATION ISSUE DATE	
ITEM NO	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
9	FedEx will notify the Postal Service if the tender requirement is different than what is currently in the contract. Delivery does not change. Payments for said charters will be paid as part of the Operating Period reconciliation. — Sub Rept Req'd: Y Carrier Code: FX Route Termini S: Various Route Termini End: Various Payment Terms: SEE CONTRACT Delivery: 03/23/2018 Discount Terms: See Schedule Accounting Info: BFN: 670167 FOB: Destination Period of Performance: 09/30/2013 to 09/29/2024 Change Item 9 to read as follows: Ad Hoc Charter Option Account Number: 53703 This value is for estimation purposes only.				[*]		

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Week 1 Unplanned													
Origin	Operating Day	Cubic Feet Requested	Mon (02/26)	Tue (02/27)	Wed (02/28)	Thu (03/01)	Fri (03/02)	Sat (03/03)	Sun (03/04)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters
LAX	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
ONT-S	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]
MIA	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
SLC	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAX	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]
OAK	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
MIA	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
MEM - SJU	THU, SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
ONT	THU	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
EWR	SUN	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
LAX	SUN	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
Week 1 Total			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]

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Week 2 Unplanned													
Origin	Operating Day	Cubic Feet Requested	Mon (03/05)	Tue (03/06)	Wed (03/07)	Thu (03/08)	Fri (03/09)	Sat (03/10)	Sun (03/11)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters
LAX	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
ONT-S	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
SLC	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
OAK	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
MIA-S	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
EWR	TUES	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAX	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
MEM - SJU	WED, FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
IAD	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
EWR	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
EWR	SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
MIA	SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAX	SUN	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
Week 2 Total			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]

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[illegible]

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Week 4 Unplanned													
Origin	Operating Day	Cubic Feet Requested	Mon (03/19)	Tue (03/20)	Wed (03/21)	Thu (03/22)	Fri (03/23)	Sat (03/24)	Sun (03/25)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters
LAX	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
OAK	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
MEM - SJU	TUE, SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
MIA	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
EWR-S	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
DEN	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAS-S	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
MIA	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
EWR	FRI	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
MIA-S	SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
MEM - SJU	SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
Week 4 Total			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]
			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			

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Week 5 Unplanned													
Origin	Operating Day	Cubic Feet Requested	Mon (03/26)	Tue (03/27)	Wed (03/28)	Thu (03/29)	Fri (03/30)	Sat (03/31)	Sun (04/01)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters
PIT	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
MIA	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
DEN	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]
LAX-S	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]
OAK	TUE	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]
MEM - SJU	TUE, THU, SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
LAX	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]
EWR-S	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
LAS	WED	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]
MIA-S	THU	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-310	[*]	[*]
EWR	THU	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]
LAX	SAT	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]
Week 5 Total			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]
March Total			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1	OF 2
2. AMENDMENT/MODIFICATION NO. 126		3. EFFECTIVE DATE 04/02/2018		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY DALE D. PARSAN Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650 (202) 268-2223		CODE 5ACAAQ		7. ADMINISTERED BY (IF OTHER THAN ITEM 6) Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650		CODE 5ACAAQ
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) FEDERAL EXPRESS CORPORATION 3610 HACKS CROSS ROAD MEMPHIS TN 38125-8800			(x)		9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
			x		10A. MODIFICATION OF CONTRACT/ORDER NO. ACN-13-FX	
					10B. DATED (SEE ITEM 13) 04/23/2013	
SUPPLIER CODE: 000389122		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						

☐☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.) See Schedule		Net Increase: [*]	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(x)	A. THIS CHANGE BY CLAUSE IS ISSUED PURSUANT TO: (Specify clause) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.		
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☒	D. OTHER (such as no cost change/cancellation, termination, etc.) (Specify type of modification and authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Mutual Agreement of the Contracting Parties		
E. IMPORTANT : Contractor ☐ is not, ☒ is required to sign this document and return <u> 1 </u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate Operating Period 55 (April) Planned Charters into the ACN-13-FX contract, with the following conditions: A) Once the Charters are scheduled they cannot be canceled. B) All Service and Scan penalties (reductions in payment), related to the Day Network only, will be eliminated. This relief does not apply to the Night Network. C) Volume will be inducted into the network at the Memphis Hub and will incur appropriate tier pricing and will be processed normally. Continued... Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Ron D. Stevens, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian Mckain	
15B. CONTRACTOR/OFFEROR /s/ RON D. STEVENS <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 7-11-18	16B. CONTRACT AUTHORITY /s/ BRIAN MCKAIN <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 7/17/18

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CONTINUATION SHEET				REQUISITION NO.		PAGE OF 2 2	
CONTRACT/ORDER NO.		AWARD/ EFFECTIVE DATE	MASTER/AGENCY CONTRACT NO.		SOLICITATION NO.		SOLICITATION ISSUE DATE
ACN-13-FX/126		04/02/2018					
ITEM NO	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
9	FedEx will notify the Postal Service if the tender requirement is different than what is currently in the contract. Delivery does not change. Payments for said charters will be paid as part of the Operating Period reconciliation. — Sub Rept Req'd: Y Carrier Code: FX Route Termini S: Various Route Termini End: Various Payment Terms: SEE CONTRACT Delivery: 03/23/2018 Discount Terms: See Schedule Accounting Info: BFN: 670167 FOB: Destination Period of Performance: 09/30/2013 to 09/29/2024 Change Item 9 to read as follows: Ad Hoc Charter Option Account Number: 53703 This value is for estimation purposes only.				[*]		

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*April 18 Operating Period
Planned*

Week 1														
Origin	Operating Day	Cubic Feet Requested	Mon (04/02)	Tue (04/03)	Wed (04/04)	Thu (04/05)	Fri (04/06)	Sat (04/07)	Sun (04/08)	Weekly Total	A/C Type Equivalent	Rate	Planned Charters	Total Charters
BDL	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
EWR-S	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
LAX	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]		[*]	[*]	[*]
ONT	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]		[*]	[*]	[*]
OAK	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
LAS-s	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
LAX	Wed	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
SMF	Wed	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]		[*]	[*]	[*]
EWR	Thu	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
LAX	Thu	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]
SMF (OAK)	Thu	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
EWR	Fri	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
LAX	Fri	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]	[*]
			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
OAK	Fri	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
SLC-S	Fri	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
BDL-S	Sat	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
EWR-S	Sat	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
LAX-S	Sat	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
ONT-S	Sat	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
OAK	Sat	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
TPA	Sat	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
SLC	Sat	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
BDL	Sun	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
EWR	Sun	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
LAX	Sun	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
SMF via (OAK)	Sun	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
SLC	Sun	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
Week 1 Total				[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]				

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Week 2														
Origin	Operating Day	Cubic Feet Requested	Mon (04/09)	Tue (04/10)	Wed (04/11)	Thu (04/12)	Fri (04/13)	Sat (04/14)	Sun (04/15)	Weekly Total	A/C Type Equivalent	Rate	Planned Charters	Total Charters
PIT	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
ROC-S	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
BDL	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
EWR-S	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
LAX	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]		[*]	[*]	[*]
ONT	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]		[*]	[*]	[*]
SMF	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]		[*]	[*]	[*]
TPA	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
LAS-S	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
SEA	Tues	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
ROC-S	Wed	[*]	[*]	[*]		[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
LAX	Wed	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
BDL	Thu	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
LAX	Thu	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
BDL	Fri	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
EWR	Fri	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
LAX	Fri	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
EWR-S	Sat	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]	[*]
LAX-S	Sat	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
LAX	Sun	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
				[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
				[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
				[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
Week 2 Total				[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
				[*]	[*]	[*]	[*]	[*]	[*]	[*]				
Week 3														
Origin	Operating Day	Cubic Feet Requested	Mon (04/16)	Tue (04/17)	Wed (04/18)	Thu (04/19)	Fri (04/20)	Sat (04/21)	Sun (04/22)	Weekly Total	A/C Type Equivalent	Rate	Planned Charters	Total Charters
LAX	Tues	[*]	[*]	[*]		[*]	[*]	[*]	[*]	[*]		[*]	[*]	[*]
ONT	Tues	[*]	[*]		[*]	[*]	[*]	[*]	[*]	[*]		[*]	[*]	[*]
LAS-S	Tues	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
LAX	Wed	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
EWR-S	Thu	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
LAX	Thu	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
EWR	Fri	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
LAX	Fri	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
BDL-S	Sat	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]	[*]
EWR-S	Sat	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
LAX-S	Sat	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
TPA	Sat	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
LAX	Sun	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
SLC	Sun	[*]		[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
				[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
				[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
				[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
				[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
Week 3 Total				[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
				[*]	[*]	[*]	[*]	[*]	[*]	[*]				

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF
					1	3
2. AMENDMENT/MODIFICATION NO. 127		3. EFFECTIVE DATE 06/04/2018	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY DALE D. PARSAN Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650 (202) 268-2223		CODE 5ACAAQ	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650		CODE	5ACAAQ
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) FEDERAL EXPRESS CORPORATION 3610 HACKS CROSS ROAD MEMPHIS TN 38125-8800			(x)		9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
			x		10A. MODIFICATION OF CONTRACT/ORDER NO. ACN-13-FX	
					10B. DATED (SEE ITEM 13) 04/23/2013	
SUPPLIER CODE: 000389122		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						

☐☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)		Net Increase: [*]	
See Schedule			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(x)	A. THIS CHANGE BY CLAUSE IS ISSUED PURSUANT TO: (Specify clause) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.		
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☒	D. OTHER (such as no cost change/cancellation, termination, etc.) (Specify type of modification and authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Mutual Agreement of the Contracting Parties		
E. IMPORTANT : Contractor ☐ is not, ☒ is required to sign this document and return <u> 1 </u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to execute the following changes to the ACN-13-FX contract: 1. In accordance with contract ACN-13-FX and the "Fuel Adjustment" section, the following Line Haul Rate (fuel) for the Day Network as set out in Attachment 10 is modified for performance during the period of June 4, 2018 to July 1, 2018 (Operating Period 57) as follows: TIERS: Base - Tier 5 From: [*] per cubic foot Continued... Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Ron D. Stevens, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian Mckain	
15B. CONTRACTOR/OFFEROR /s/ RON D. STEVENS (Signature of person authorized to sign)	15C. DATE SIGNED 6-20-18	16B. CONTRACT AUTHORITY /s/ BRIAN MCKAIN (Signature of Contracting Officer)	16C. DATE SIGNED 6/29/18

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

CONTINUATION SHEET				REQUISITION NO.		Page	Of
CONTRACT/ORDER NO.		AWARD/ EFFECTIVE DATE	MASTER/AGENCY CONTRACT NO		SOLICITATION NO.	2	3
ACN-13-FX/127		06/04/2018				SOLICITATION ISSUE DATE	
ITEM NO	SCHEDULE OF SUPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT	
1	To: [*] per cubic foot This is an increase of [*]. TIERS: 6 – 8 TIER 6: From: [*] per cubic foot To: [*] per cubic foot This is an increase of [*]. TIER 7: From: [*] per cubic foot To: [*] per cubic foot This is an increase of [*]. TIER 8: From: [*] per cubic foot To: [*] per cubic foot This is an increase of [*]. [*] — Sub Rept Req'd: Y Carrier Code: FX Route Termini S: Various Route Termini End: Various Payment Terms: SEE CONTRACT Delivery: 11/28/2016 Discount Terms: See Schedule Accounting Info: BFN: 670167 FOB: Destination Period of Performance: 09/30/2013 to 09/29/2024 Change Item 1 to read as follows: Day Network Account Number: 53503 Continued...					[*]	

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

CONTINUATION SHEET			REQUISITION NO.		PAGE 3 OF 3		
CONTRACT/ORDER NO. ACN-13-FX/127		AWARD/ EFFECTIVE DATE 06/04/2018	MASTER/AGENCY CONTRACT NO.		SOLICITATION NO.		SOLICITATION ISSUE DATE
ITEM NO	SCHEDULE OF SUPPLIES/SERVICES			QUANTITY	UNIT	UNIT PRICE	AMOUNT
	This is for estimation purposes only and is not a guarantee of contract value.						

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF
					1	2
2. AMENDMENT/MODIFICATION NO. 128		3. EFFECTIVE DATE 04/02/2018	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY DALE D. PARSAN Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650 (202) 268-2223		CODE 5ACAAQ	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650		CODE 5ACAAQ	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) FEDERAL EXPRESS CORPORATION 3610 HACKS CROSS ROAD MEMPHIS TN 38125-8800			(x)		9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
			x		10A. MODIFICATION OF CONTRACT/ORDER NO. ACN-13-FX	
					10B. DATED (SEE ITEM 13) 04/23/2013	
SUPPLIER CODE: 000389122		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						

☐☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)		Net Increase: [*]	
See Schedule			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(x)	A. THIS CHANGE BY CLAUSE IS ISSUED PURSUANT TO: (Specify clause) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.		
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☒	D. OTHER (such as no cost change/cancellation, termination, etc.) (Specify type of modification and authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Mutual Agreement of the Contracting Parties		
E. IMPORTANT : Contractor ☐ is not, ☒ is required to sign this document and return <u> 1 </u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate Operating Period 55 (April) Unplanned Charters into the ACN-13-FX contract, with the following conditions: A) Once the Charters are scheduled they cannot be canceled. B) All Service and Scan penalties (reductions in payment), related to the Day Network only, will be eliminated. This relief does not apply to the Night Network. C) Volume will be inducted into the network at the Memphis Hub and will incur appropriate tier pricing and will be processed normally. Continued... Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Ron D. Stevens, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian Mckain	
15B. CONTRACTOR/OFFEROR /s/ RON D. STEVENS (Signature of person authorized to sign)	15C. DATE SIGNED 7-11-18	16B. CONTRACT AUTHORITY /s/ BRIAN MCKAIN (Signature of Contracting Officer)	16C. DATE SIGNED 7/17/18

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

CONTINUATION SHEET				REQUISITION NO.		PAGE OF 2 2	
CONTRACT/ORDER NO.		AWARD/ EFFECTIVE DATE	MASTER/AGENCY CONTRACT NO.		SOLICITATION NO.		SOLICITATION ISSUE DATE
ACN-13-FX/128		04/02/2018					
ITEM NO	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
9	FedEx will notify the Postal Service if the tender requirement is different than what is currently in the contract. Delivery does not change. Payments for said charters will be paid as part of the Operating Period reconciliation. — Sub Rept Req'd: Y Carrier Code: FX Route Termini S: Various Route Termini End: Various Payment Terms: SEE CONTRACT Delivery: 03/23/2018 Discount Terms: See Schedule Accounting Info: BFN: 670167 FOB: Destination Period of Performance: 09/30/2013 to 09/29/2024 Change Item 9 to read as follows: Ad Hoc Charter Option Account Number: 53703 This value is for estimation purposes only.				[*]		

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

April 18 Operating Period

Week 1														
Origin	Operating Day	Cubic Feet Requested	Mon (04/02)	Tue (04/03)	Wed (04/04)	Thu (04/05)	Fri (04/06)	Sat (04/07)	Sun (04/08)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters	Total Charters
LAX	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]	[*]
ONT-S	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
MEM - SJU	Tue, Fri, ISat	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]	[*]
PHX	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
DEN	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
OAK	Wed	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
Week 1 Total			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
Week 2														
Origin	Operating Day	Cubic Feet Requested	Mon (04/09)	Tue (04/10)	Wed (04/11)	Thu (04/12)	Fri (04/13)	Sat (04/14)	Sun (04/15)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters	Total Charters
LAX	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]	[*]
OAK	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
DEN	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
MEM - SJU	Tue, Thu, Sat	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]	[*]
OAK	Wed	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]	[*]
OAK	Thu	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-10	[*]	[*]	[*]
OAK	Sun	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
Week 2 Total			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
Week 3														
Origin	Operating Day	Cubic Feet Requested	Mon (04/16)	Tue (04/17)	Wed (04/18)	Thu (04/19)	Fri (04/20)	Sat (04/21)	Sun (04/22)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters	Total Charters
LAX	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]	[*]
OAK	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
PHX	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
SLC-S	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
MIA	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
EWR-S	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	767	[*]	[*]	[*]
BDL-S	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
MSP-S	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	A-300	[*]	[*]	[*]
MEM - SJU	Tue, Thu, Sat	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]	[*]
EWR	Wed	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
PHX	Thu	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
Week 3 Total			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
Week 4														
Origin	Operating Day	Cubic Feet Requested	Mon (04/23)	Tue (04/24)	Wed (04/25)	Thu (04/26)	Fri (04/27)	Sat (04/28)	Sun (04/29)	Weekly Total	A/C Type Equivalent	Rate	Adhoc Charters	Total Charters
LAX	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]	[*]
OAK	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]	[*]
SLC-S	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
MIA	Tue	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	757	[*]	[*]	[*]
MEM - SJU	Wed, Thu, Sat	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	MD-11	[*]	[*]	[*]
Week 4 Total			[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]			[*]	[*]
April Total											[*]		[*]	[*]
Total														

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF 5
2. AMENDMENT/MODIFICATION NO. 129	3. EFFECTIVE DATE 06/29/2018	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DALE D. PARSAN Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650 (202) 268-2223	CODE 5ACAAQ	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) Cargo Air Acquisitions Air Transportation CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1P650 Washington DC 20260-0650		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) FEDERAL EXPRESS CORPORATION 3610 HACKS CROSS ROAD MEMPHIS TN 38125-8800		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. ACN-13-FX	
SUPPLIER CODE: 000389122		FACILITY CODE	10B. DATED (SEE ITEM 13) 04/23/2013	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				

☐☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)		\$0.00	
See Schedule			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(x)	A. THIS CHANGE BY CLAUSE IS ISSUED PURSUANT TO: (Specify clause) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.		
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
☒	D. OTHER (such as no cost change/cancellation, termination, etc.) (Specify type of modification and authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Mutual Agreement of the Contracting Parties		
E. IMPORTANT : Contractor ☐ is not, ☒ is required to sign this document and return <u> 1 </u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate the following changes to the ACN-13-FX Contract: 1. SATURDAY DAY NETWORK OPERATIONAL CHANGE New Contract Language: Before December 31, 2018 the Postal Service may elect to implement changes to Attachment 3 (Operating Plan, Day Network) dated October 31, 2016. If the Postal Service elects to exercise this option, the aviation supplier will implement the Attachment 3 (Operating Plan, Day Network) dated July 30, 2018 as soon as practicable but no later than 120 calendar days after receiving the request. Regardless of the option election date, this Continued... Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Ron D. Stevens, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian Mckain	
15B. CONTRACTOR/OFFEROR /s/ RON D. STEVENS (Signature of person authorized to sign)	15C. DATE SIGNED 7-11-18	16B. CONTRACT AUTHORITY /s/ BRIAN MCKAIN (Signature of Contracting Officer)	16C. DATE SIGNED 8/1/18

CONTINUATION SHEET				REQUISITION NO.		Page 2	Of 5
CONTRACT/ORDER NO. ACN-13-FX/129		AWARD/ EFFECTIVE DATE 06/29/2018	MASTER/AGENCY CONTRACT NO.		SOLICITATION NO.		SOLICITATION ISSUE DATE
ITEM NO	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
	option will not go into effect during the Peak Season Operating Period. The corresponding pricing changes will take effect on the date on which the Attachment 3 (Operating Plan, Day Network) dated July 30, 2018 is implemented. [*]. The Postal Service will retain the unilateral right to elect to revert back to the Attachment 3 (Operating Plan, Day Network) dated October 31, 2016 at any time. The aviation supplier will implement the change as soon as practicable but no later than one (1) year following receipt by the aviation supplier of the Postal Service's notice. If the Postal Service decides to revert back to the original Attachment 3 (Operating Plan, Day Network) dated October 31, 2016, the [*] at the time the change is implemented by the aviation supplier. 2. DAILY DISTRIBUTION Current Contract Language: By October 1, 2018, the Postal Service may elect to change the requested capacity distribution from the current Combined Distribution (Tuesday / Wednesday plan, a Thursday / Friday plan, a Saturday plan, and a Sunday plan), to a Daily Distribution (a Tuesday plan, a Wednesday plan, a Thursday plan, a Friday plan, a Saturday plan, and a Sunday plan), and the aviation supplier must accept the volume in the Attachment 18 using the elected distribution method per current operating rules. The aviation supplier will implement the change as soon as practicable but no later than 120 calendar days after receiving the request. If the Postal Service elects to change the requested capacity distribution to the Daily Distribution, the Postal Service will retain the right to revert back to the Combined Distribution within three (3) years of Continued ...						

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CONTINUATION SHEET				REQUISITION NO.		Page Of 3 5	
CONTRACT/ORDER NO. ACN-13-FX/129		AWARD/ EFFECTIVE DATE 06/29/2018		MASTER/AGENCY CONTRACT NO		SOLICITATION NO.	
SOLICITATION ISSUE DATE							
ITEM NO	SCHEDULE OF SUPPLIES/SERVICES				QUANTITY	UNIT	UNIT PRICE
	implementation of the Daily Distribution. The aviation supplier will implement the change back to a Combined Distribution as soon as practicable but no later than six (6) months following receipt by the aviation supplier of the Postal Service's notice. The associated pricing will become effective six (6) months after the Aviation Supplier's receipt of the notice. If the Postal Service elects to request capacity based on the Daily Distribution, the following will apply: a. [*] b. The Postal Service will request capacity based on specific plans for a Tuesday plan, a Wednesday plan, a Thursday plan, a Friday plan, a Saturday plan, and a Sunday plan. New Contract Language: Before October 1, 2019, the Postal Service may elect to change the requested capacity distribution from the current Combined Distribution (a Tuesday / Wednesday plan, a Thursday / Friday plan, a Saturday plan, and a Sunday plan) to a Daily Distribution (a Tuesday plan, a Wednesday plan, a Thursday plan, a Friday plan, a Saturday plan, and a Sunday plan) [*]. Effective October 1, 2019, the rate for a change from the current Combined Distribution to a Daily Distribution will increase at a rate of [*] annually. The [*] annual rate increase for the distribution change election takes effect on October 1 of each year, starting in 2019. The Continued ...						

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CONTINUATION SHEET				REQUISITION NO.		Page	Of
CONTRACT/ORDER NO.		AWARD/ EFFECTIVE DATE	MASTER/AGENCY CONTRACT NO		SOLICITATION NO.	4	5
ACN-13-FX/129		06/29/2018				SOLICITATION ISSUE DATE	
ITEM NO	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
	effective price for the distribution change election is determined when the Postal Service makes the election, not when the aviation supplier implements the operation. If the Postal Service elects to change the requested capacity distribution to the Daily Distribution, the Postal Service will retain the right to revert back to the Combined Distribution within three (3) years of implementation of the Daily Distribution. The aviation supplier will implement the change back to a Combined Distribution as soon as practicable but no later than six (6) months following receipt by the aviation supplier of the Postal Service's notice. The associated pricing will become effective on the date the change is implemented. 3. OFFSHORE OPTIONS Current Contract Language: By October 1, 2018, the Postal Service may elect either or both of two options described below. If the Postal Service exercises these offshore options for higher volumes, the offshore capacity will be adjusted to the below origin and destination level per the requested capacity distribution. New Contract Language: Before October 1, 2019 the Postal Service may elect either or both options described below in Attachment 21 at the volume and prices listed in the attachment. Effective October 1, 2019, the rates will each increase [*] annually. The [*] annual increase takes effect on October 1 of each year. The effective price is determined when the Postal Service makes the election, not when FedEx implements the operation. If the Postal Service exercises these offshore options for higher volumes, the offshore capacity will be adjusted to the below origin and destination level per the requested capacity distribution. 4. ACTUAL V. OBSERVED HOLIDAY (DAY NETWORK) Continued...						

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CONTINUATION SHEET				REQUISITION NO.		Page	Of
CONTRACT/ORDER NO.		AWARD/ EFFECTIVE DATE	MASTER/AGENCY CONTRACT NO		SOLICITATION NO.	5	5
ACN-13-FX/129		06/29/2018				SOLICITATION ISSUE DATE	
ITEM NO	SCHEDULE OF SUPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	Additional Contract Language: For purposes of this agreement all Holidays listed below will be deemed to occur on the actual day of the Holiday and will not be affected by when the Postal Service, the aviation supplier, or the U.S. or any state government officially observes the holiday. The aviation supplier will not be required to provide service on Monday Night following a widely observed Holiday that occurs on Sunday. 5. ULD CONTRACT LANGUAGE New Contract Language: Starting with the September 2018 Operating Period (O/P 60), the AQF (LD-8) and AAA unit load devices (ULD) container types are incorporated into the Air Cargo Network contract. The corresponding changes, reflected on the revised, attached Attachment 10, will take effect on the first day of the September 2018 O/P. The revised, attached Attachment 10 incorporates the volumetric capacities of the AQF (LD-8) and AAA ULDs. All pricing remains unchanged. FedEx agrees to reimburse the Postal Service for the full commercially reasonable costs incurred by its THS suppliers in retrofitting equipment required to accommodate the AQF (LD-8) and AAA containers. These one-time payments will be addressed by the parties through the reconciliation process. — Sub Rept Req'd: Y Carrier Code: FX Route Termini S: Various Route Termini End: Various Payment Terms: SEE CONTRACT Period of Performance: 09/30/2013 to 09/29/2024						

[*]

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

[*]

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

[*]

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Attachment 21 - Offshore Capacity Options

Before October 1, 2019, the Postal Service may elect either or both of two options described below in Attachment 21 at the volume and prices listed in the attachment. Effective October 1, 2019, the rates will each increase [*] annually. The [*] annual increase takes effect on October 1 of each year. The effective price is determined when the Postal Service makes the election, not when FedEx implements the operation. If the Postal Service exercises these offshore options for higher volumes, the offshore capacity will be adjusted to the below origin and destination level per the requested capacity distribution.

Combined Forecast for Offshore								
	Location	Origin	Tu-Wed	Th-Fri	Sat	Sun		
Option 1	Orig	SJU	[*]	[*]	[*]	[*]		
Option 2	Orig	HNL	[*]	[*]	[*]	[*]		
	Location	Destination	Tu-Wed	Th-Fri	Sat	Sun		
Option 1	Dest	SJU	[*]	[*]	[*]	[*]		
Option 2	Dest	HNL	[*]	[*]	[*]	[*]		
Daily Forecast for Offshore								
	Location	Origin	Tue	Wed	Thu	Fri	Sat	Sun
Option 1	Orig	SJU	[*]	[*]	[*]	[*]	[*]	[*]
Option 2	Orig	HNL	[*]	[*]	[*]	[*]	[*]	[*]
	Location	Destination	Tue	Wed	Thu	Fri	Sat	Sun
Option 1	Dest	SJU	[*]	[*]	[*]	[*]	[*]	[*]
Option 2	Dest	HNL	[*]	[*]	[*]	[*]	[*]	[*]

1) [*]

2) [*]

If the Postal Service elects to exercise either or both of these options, the aviation supplier will implement the change as soon as practicable but not later than 150 days after receiving the request. The start date for any applicable pricing changes required by exercise of either or both of these options will take affect the date on which the expanded operations begin.

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

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);

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 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 C
[*]	Block C
[*]	Block C
[*]	Block C
[*]	Block B

C. WHEREAS, Customer desires to reschedule the delivery month of one (1) Aircraft as set forth in the table below:

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* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

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
[*]	Block C
[*]	Block C
[*]	Block C
[*]	Block C
[*]	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
[*]	Option Aircraft
[*]	Option Aircraft
[*]	Option Aircraft
[*]	Option Aircraft
[*]	Option Aircraft

F. WHEREAS, Customer desires to cancel six (6) Purchase Rights from the Purchase Agreement.

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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.

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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.

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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.

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- * Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

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

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* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

SUPPLEMENTAL AGREEMENTSDATED 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 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

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Table 1-A1 to PA 3712

Airframe Model/MTOW:	767-300F	408,000 pounds	Detail Specification: D019T002-K dated April 30, 2011	
Engine Model/Thrust:	CF6-80C2B6F	60,200 pounds	Airframe Price Base Year/Escalation Formula:	[*] ECI-MFG/CPI
Airframe Price:		[*]	Engine Price Base Year/Escalation Formula:	[*] GE CF6-80 & GE90(99 rev.)
Optional Features:		[*]		
Sub-Total of Airframe and Features:		[*]	<u>Airframe Escalation Data:</u>	
Engine Price (Per Aircraft):		[*]	Base Year Index (ECI):	[*]
Aircraft Basic Price (Excluding BFE/SPE):		[*]	Base Year Index (CPI):	[*]
Buyer Furnished Equipment (BFE) Estimate:		[*]	<u>Engine Escalation Data:</u>	
Seller Purchased Equipment (SPE) Estimate:		[*]	Base Year Index (CPI):	[*]
Deposit per Aircraft:		[*]		

[illegible]

Table 1-A1 to PA 3712
Aircraft Delivery, Description, Price and Advance Payments
Block B and Block C Incremental Aircraft

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Block	MSN	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
							At Signing 1%	24 Mos. 4%	21/18/12/9/6 Mos. 5%	Total 30%
[*]	1	[*]	[*]	Block C		[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block C		[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block C		[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block C		[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block B		[*]	[*]	[*]	[*]	[*]
Total:	25									

FED-PA-03712 62134, 87796, 105239, **108705**
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Table 1-A2 To
Purchase Agreement No. 3712
Aircraft Delivery, Description, Price and Advance Payments
Block E, Block F and Block G Aircraft

Airframe Model/MTOW:	767-300F	408,000 pounds	Detail Specification: D019T002FED63F-1, Rev D dated March 26, 2015	
Engine Model/Thrust:	CF6-80C2B6F	60,200 pounds	Airframe Price Base Year/Escalation Formula:	[*] ECI-MFG/CPI
Airframe Price:		[*]	Engine Price Base Year/Escalation Formula:	[*] GE CF6-80 & GE90 (99 rev.)
Optional Features:		[*]		
Sub-Total of Airframe and Features:		[*]	<u>Airframe Escalation Data:</u>	
Engine Price (Per Aircraft):		[*]	Base Year Index (ECI):	[*]
Aircraft Basic Price (Excluding BFE/SPE):		[*]	Base Year Index (CPI):	[*]
Buyer Furnished Equipment (BFE) Estimate:		[*]	<u>Engine Escalation Data:</u>	
Seller Purchased Equipment (SPE):		[*]	Base Year Index (CPI):	[*]
Deposit per Aircraft:		[*]		

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Block	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing 1%	24 Mos. 4%	21/18/12/9/6 Mos. 5%	Total 30%
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]

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Table 1-A2 To
Purchase Agreement No. 3712
Aircraft Delivery, Description, Price and Advance Payments
Block E, Block F and Block G Aircraft

[illegible]

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Table 1-A2 To
Purchase Agreement No. 3712
Aircraft Delivery, Description, Price and Advance Payments
Block E, Block F and Block G Aircraft

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Block	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing 1%	24 Mos. 4%	21/18/12/9/6 Mos. 5%	Total 30%
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block E	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block F	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block F	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block F	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block F	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block F	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block F	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block F	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block F	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block F	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block F	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block G	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block G	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block G	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block G	[*]	[*]	[*]	[*]	[*]
Total:	50								

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Table 1-B To
Purchase Agreement No. 3712
Aircraft Delivery, Description, Price and Advance Payments
Exercised Option Aircraft

Airframe Model/MTOW:	767-300F	408,000 pounds	Detail Specification:	D019T002FED63F-1, Rev D dated March 26, 2015
Engine Model/Thrust:	CF6-80C2B6F	60,200 pounds	Airframe Price Base Year/Escalation Formula:	[*] ECI-MFG/CPI
Airframe Price:		[*]	Engine Price Base Year/Escalation Formula:	[*] GE CF6-80 & GE90 (99 rev.)
Optional Features:		[*]		
Sub-Total of Airframe and Features:		[*]	<u>Airframe Escalation Data:</u>	
Engine Price (Per Aircraft):		[*]	Base Year Index (ECI):	[*]
Aircraft Basic Price (Excluding BFE/SPE):		[*]	Base Year Index (CPI):	[*]
Buyer Furnished Equipment (BFE) Estimate:		[*]	<u>Engine Escalation Data:</u>	
Seller Purchased Equipment (SPE) Estimate:		[*]	Base Year Index (CPI):	[*]
Deposit per Aircraft:		[*]		

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Block	MSN	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
							At Signing 1%	24 Mos. 4%	21/18/12/9/6 Mos. 5%	Total 30%
[*]	1	[*]	[*]	Block C	61205	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block C	43549	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block C	43551	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block B ¹	43630	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block C	43552	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block B ¹	43631	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block B ¹	43632	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block C	43553	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block C	43554	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block B ¹	43633	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block C		[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	Block C		[*]	[*]	[*]	[*]	[*]

FED-PA-03712 57361,87796,105239,108571, **108705**

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Exercised Option Aircraft

Total

1

F

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*

**Attachment 1 to
Letter Agreement No. FED-PA-03712-LA-1106156R2
Option Aircraft Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW:	767-300F	408,000 pounds	Detail Specification: D019T002FED63F-1, Rev D dated March 26, 2015
Engine Model/Thrust:	CF6-80C2B6F	60,200 pounds	Airframe Price Base Year/Escalation Formula: [*] ECI-MFG/CPI
Airframe Price:	[*]		Engine Price Base Year/Escalation Formula: [*] GE CF6-80 & GE90 (99 rev.)
Optional Features:	[*]		
Sub-Total of Airframe and Features:	[*]		<u>Airframe Escalation Data:</u>
Engine Price (Per Aircraft):	[*]		Base Year Index (ECI): [*]
Aircraft Basic Price (Excluding BFE/SPE):	[*]		Base Year Index (CPI): [*]
Buyer Furnished Equipment (BFE) Estimate:	[*]		<u>Engine Escalation Data:</u>
Seller Purchased Equipment (SPE) Estimate:	[*]		Base Year Index (CPI): [*]
Deposit per Aircraft:	[*]		

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					At Signing 1%	24 Mos. 4%	21/18/12/9/6 Mos. 5%	Total 30%
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]	[*]

FED-PA-03712-LA-1106156R2
73706, 88398-10, **108764** .

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**Supplemental Agreement No.11
Attachment 1, Revised June 2018
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* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

**Attachment 1 to
Letter Agreement No. FED-PA-03712-LA-1106156R2
Option Aircraft Delivery, Description, Price and Advance Payments**

[illegible]

Total:	35
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Supplemental Agreement No.11
Attachment 1, Revised June 2018

FED-PA-03712-LA-1106156R2
73706, 88398-10, 108764 .

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Page 2

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

**Attachment 3 to
Letter Agreement No. FED-PA-03712-LA-1106156R2**

[*]

[*]

Notes:

- (i) FED Customer Fiscal Year June 1 – May 31
- (ii) See paragraph 6.2 of Letter Agreement FED-PA-03712-LA-1106156R2 for [*]
- (iii) [*]

[*]

FED-PA-03712-LA-1106156R2

Option Aircraft, **Attachment 3, Revised June 2018**

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**Attachment 4 to
Letter Agreement No. FED-PA-03712-LA-1106156R2
Firm Aircraft and Option Aircraft Delivery Schedule**

[*]

Notes:

(i) FY: FED Customer Fiscal Year June 1 - May 31

(ii) Customer has the right to purchase **thirty-eight (38)** Purchase Right Aircraft for delivery through [*]

FED-PA-03712-LA-1106156R2

Option Aircraft, **Attachment 4, Revised June 2018**

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BOEING PROPRIETARY

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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-1106158 **R3** 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.

FED-PA-03712-LA-1106158 **R4**
Right to Purchase Additional Aircraft

BOEING PROPRIETARY

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Page 1

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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.

FED-PA-03712-LA-1106158 **R4**
Right to Purchase Additional Aircraft

BOEING PROPRIETARY

SA-11
Page 2

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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.

FED-PA-03712-LA-1106158 **R4**
Right to Purchase Additional Aircraft

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Page 3

BOEING PROPRIETARY

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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



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.

FED-PA-03712-LA-1106614 **R3**
Special Matters for Purchase Right Aircraft

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Page 1

BOEING PROPRIETARY

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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 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-1106614 **R3**
Special Matters for Purchase Right Aircraft

BOEING PROPRIETARY

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Page 2



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.

FED-PA-03712-LA-1208949
Special Matters **for Aircraft in Table 1-A1**

BOEING PROPRIETARY

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Page 1

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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/ 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



6-1162-SCR-146 **R2**

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 **R1** 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.

6-1162-SCR-146 **R2**

Special Provision – Block B and Block G Aircraft

BOEING PROPRIETARY

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* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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

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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.

6-1169-LKJ-0773
Special Matters – SA-11

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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: 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

BOEING PROPRIETARY

SA-11
Page 2



FED-SU-1106178 **R3**

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-1106178 **R3** , dated **June ____**, **2018** , supersedes and replaces in its entirety agreement No. FED-SU-1106178 **R2** , 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 [*]

FED-SU-1106178 **R3**

[*]

BOEING PROPRIETARY

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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

FED-SU-1106178R3
[*]

FEDERAL EXPRESS CORPORATION

/s/ Phillip C. Blum

Signature

Phillip C. Blum

Printed name

Vice President Aircraft Acquisitions
& Planning and Performance

Title

BOEING PROPRIETARY

* Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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.

Page 1

BOEING PROPRIETARY

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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

FED-MISC-LA-1804229

Boeing Global Services - Special Matters

BOEING PROPRIETARY

Page 2

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);

WITNESSETH:

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
[*]	Block E1
[*]	Block E1
[*]	Block E1
[*]	Block E1
[*]	Block E1

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<u>Delivery Month & Year of Block E Aircraft</u>	<u>Block</u>
[*]	Block E2
[*]	Block E2
[*]	Block E2
[*]	Block E2
[*]	Block E2
[*]	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>
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

BOEING PROPRIETARY

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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
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft
[*]	SA-30 Option Aircraft

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

F. WHEREAS, Customer desires to reschedule the delivery month of one (1) Aircraft (**SA-30 Accelerated Aircraft**), as shown in the table below; and

<u>Aircraft Block</u>	<u>MSN</u>	<u>Table</u>	<u>Existing Delivery Month of Aircraft</u>	<u>Revised Delivery Month of Aircraft</u>
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)

P.A. No. 3157

4

SA-30

BOEING PROPRIETARY

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

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 [*].

BOEING PROPRIETARY

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

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, [*].

P.A. No. 3157

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SA-30

BOEING PROPRIETARY

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

-
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.

P.A. No. 3157

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SA-30

BOEING PROPRIETARY

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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/ Phillip C. Blum
Its: Vice President Aircraft Acquisitions & Planning
and Performance

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BOEING PROPRIETARY

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BOEING PROPRIETARY

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SUPPLEMENTAL AGREEMENTSDATED 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

Supplemental Agreement No. 26
Supplemental Agreement No. 27
Supplemental Agreement No. 28
Supplemental Agreement No. 29
Supplemental Agreement No. 30

DATED AS OF:
February 10, 2017
October 12, 2017
January 28, 2018
February **2** , 2018
June , 2018

**Table 1 to
Purchase Agreement No. 3157
Aircraft Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW:	777-Freighter	766000 pounds	Detail Specification: D019W007FED7F-1, Rev E dated August 29, 2011
Engine Model/Thrust:	GE90-110B1L	110100 pounds	Airframe Price Base Year/Escalation Formula: [*] ECI-MFG/CPI
Airframe Price:		[*]	Engine Price Base Year/Escalation Formula: N/A N/A
Optional Features:		[*]	
Sub-Total of Airframe and Features:		[*]	Airframe Escalation Data:
Engine Price (Per Aircraft):		[*]	Base Year Index (ECI): [*]
Aircraft Basic Price (Excluding BFE/SPE):		[*]	Base Year Index (CPI): [*]
Buyer Furnished Equipment (BFE) Estimate:		[*]	
Seller Purchased Equipment (SPE) Estimate:		[*]	
Refundable Deposit/Aircraft at Proposal Accept:		[*]	

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	MSN	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					Balance At Signing 1%	24 Mos. 4%	21/18/15/12/9/6 Mos. 5%	Total 35%
[*]	1	[*]	37721	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	37724	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	37722	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	37723	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	37727	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	37728	[*]	[*]	[*]	[*]	[*]
[*]	2	[*]	37725/37726	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	37729	[*]	[*]	[*]	[*]	[*]
[*]	2	[*]	37732/37733	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	37734	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	37735	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	37730	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	37731	[*]	[*]	[*]	[*]	[*]

Note: Boeing and Customer acknowledge that letter 6-1162-RRO-1069 "Delivery Notice and Excusable Delay for Aircraft with Delivery Dates of [*] has been sent to Customer.

¹ Per SA # 5, [*]

² Per SA # 5, [*]

³ In SA #15, the former two (2) [*] Aircraft have moved as follows: [*].

⁴ In SA # 19, one (1) [*] Aircraft was moved to [*].

FED
50269, 58383, **109002**

Boeing Proprietary

Supplemental Agreement No. 30
Page 1

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Table 1-A to Purchase Agreement No. 3157
Aircraft Delivery, Description, Price and Advance Payments
Block B Firm

Airframe Model/MTOW:	777-Freighter	766000 pounds	Detail Specification: D019W007FED7F-1, Rev G dated July 25, 2012	
Engine Model/Thrust:	GE90-110B1L	110000 pounds	Airframe Price Base Year/Escalation Formula:	[*] ECI-MFG/CPI
Airframe Price:		[*]	Engine Price Base Year/Escalation Formula:	N/A N/A
Optional Features:		[*]		
Sub-Total of Airframe and Features:		[*]	Airframe Escalation Data:	
Engine Price (Per Aircraft):		[*]	Base Year Index (ECI):	[*]
Aircraft Basic Price (Excluding BFE/SPE):		[*]	Base Year Index (CPI):	[*]
Buyer Furnished Equipment (BFE) Estimate:		[*]		
Seller Purchased Equipment (SPE) Estimate:		[*]		
Non-Refundable Deposit/Aircraft at Def Agreement:		[*]		

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	MSN	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					At Signing 1%	24 Mos. 4%	21/18/15/12/9/6 Mos. 5%	Total 35%
[*]	1	[*]	40674	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	40675	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	40684	SA-24 Accelerated Block B Aircraft	[*]	[*]	[*]	[*]
[*]	1	[*]	40683	SA-28 Accelerated Block B Aircraft	[*]	[*]	[*]	[*]
[*]	1	[*]	40685	SA-27 Accelerated Block B Aircraft	[*]	[*]	[*]	[*]
[*]	1	[*]	40671	SA-29 Accelerated Block B Aircraft	[*]	[*]	[*]	[*]
[*]	1	[*]	40672	SA-29 Accelerated Block B Aircraft	[*]	[*]	[*]	[*]
[*]	1	[*]	40682	SA-29 Accelerated Block B Aircraft	[*]	[*]	[*]	[*]
[*]	1	[*]	40673		[*]	[*]	[*]	[*]
[*]	1	[*]	40676		[*]	[*]	[*]	[*]
[*]	1	[*]	40679		[*]	[*]	[*]	[*]
Total:	11		1 SA-24 Accelerated Block B Aircraft. [*] for the SA-24 Accelerated Block B Aircraft are subject to Letter Agreement 6-1162-LKJ-0726.					
			2 SA-27 Accelerated Block B Aircraft. [*] for the SA-27 Accelerated Block B Aircraft are subject to Letter Agreement 6-1162-LKJ-0758.					

NOTES: [*]

APR No. 50270, 62654, 79650, 106232, **108205**

BOEING PROPRIETARY

Supplemental Agreement No. **30**

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Table 1-B to Purchase Agreement No. 3157
Aircraft Delivery, Description, Price and Advance Payments
Block B Conditional Firm

Airframe Model/MTOW:	777-Freighter	766000 pounds	Detail Specification: D019W007FED7F-1, Rev E dated August 29, 2011	
Engine Model/Thrust:	GE90-110B1L	110000 pounds	Airframe Price Base Year/Escalation Formula:	[*] ECI-MFG/CPI
Airframe Price:		[*]	Engine Price Base Year/Escalation Formula:	N/A N/A
Optional Features:		[*]		
Sub-Total of Airframe and Features:		[*]	Airframe Escalation Data:	
Engine Price (Per Aircraft):		[*]	Base Year Index (ECI):	[*]
Aircraft Basic Price (Excluding BFE/SPE):		[*]	Base Year Index (CPI):	[*]
Buyer Furnished Equipment (BFE) Estimate:		[*]		
Seller Purchased Equipment (SPE) Estimate:		[*]		
Non-Refundable Deposit/Aircraft at Def Agreement:		[*]		

					Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	MSN	Escalation Estimate Adv Payment Base Price Per A/P	At Signing 1%	24 Mos. 4%	21/18/15/12/9/6 Mos. 5%	Total 35%
Total:	0							

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Table 1-E1 to Purchase Agreement No. PA-3157
Aircraft Delivery, Description, Price and Advance Payments
Block E Firm Aircraft (Block E1)

Airframe Model/MTOW:	777-Freighter	766,000 pounds	Detail Specification: D019W007FED7F-1, Rev J (10/17/2017)
Engine Model/Thrust:	GE90-110B1L	110,100 pounds	Airframe Price Base Year/Escalation Formula: [*] ECI-MFG/CPI
Airframe Price:		[*]	Engine Price Base Year/Escalation Formula:
Optional Features:		[*]	
Sub-Total of Airframe and Features:		[*]	Airframe Escalation Data:
Engine Price (Per Aircraft):		[*]	Base Year Index (ECI): [*]
Aircraft Basic Price (Excluding BFE/SPE):		[*]	Base Year Index (CPI): [*]
Buyer Furnished Equipment (BFE) Estimate:		[*]	
Seller Purchased Equipment (SPE) Estimate:		[*]	
Deposit per Aircraft at Proposal Accept:		[*]	

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
				At Signing 1%	24 Mos. 4%	21/18/15/12/9/6 Mos. 5%	Total 35%
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
Total:	6						

Notes:
1) [*].
2) [*] in accordance with paragraph 9 of Letter Agreement FED-PA-3157-LA-1802894, Special Matters for Block E Aircraft.

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Table 1-E2 to Purchase Agreement No. PA-3157
Aircraft Delivery, Description, Price and Advance Payments
Block E Conditional Firm Aircraft (Block E2)

Airframe Model/MTOW:	777-Freighter	766,000 pounds	Detail Specification: D019W007FED7F-1, Rev J (10/17/2017)
Engine Model/Thrust:	GE90-110B1L	110,100 pounds	Airframe Price Base Year/Escalation Formula: [*] ECI-MFG/CPI
Airframe Price:		[*]	Engine Price Base Year/Escalation Formula:
Optional Features:		[*]	
Sub-Total of Airframe and Features:		[*]	Airframe Escalation Data:
Engine Price (Per Aircraft):		[*]	Base Year Index (ECI): [*]
Aircraft Basic Price (Excluding BFE/SPE):		[*]	Base Year Index (CPI): [*]
Buyer Furnished Equipment (BFE) Estimate:		[*]	
Seller Purchased Equipment (SPE) Estimate:		[*]	
Deposit per Aircraft at Proposal Accept:		[*]	

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
				At Signing 1%	24 Mos. 4%	21/18/15/12/9/6 Mos. 5%	Total 35%
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
Total:	6						

- Notes:
- 1) [*].
 - 2) [*] in accordance with paragraph 9 of Letter Agreement FED-PA-3157-LA-1802894, Special Matters for Block E Aircraft.

PA-3157
108727

Boeing Proprietary

Supplemental Agreement No. 30
Page 1

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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

**Exhibit A5 To
Purchase Agreement No. 3157**

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

**Exhibit A5 To
Purchase Agreement No. 3157**

[illegible]

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**Exhibit A5 To
Purchase Agreement No. 3157**

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**Exhibit A5 To
Purchase Agreement No. 3157**

[illegible]

Page 4 of 5

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BOEING PROPRIETARY

**Exhibit A5 To
Purchase Agreement No. 3157**

[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
TOTAL EXHIBIT A5:		[*]

BOEING PROPRIETARY

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Airframe Model/MTOW:	777-Freighter	766000 pounds	Detail Specification: D019W007FED7F-1 Rev E dated August 29, 2011	
Engine Model/Thrust:	GE90-110B1L	110100 pounds	Airframe Price Base Year/Escalation Formula: [*] ECI-MFG/CPI	
Airframe Price:		[*]	Engine Price Base Year/Escalation Formula: N/A N/A	
Optional Features:		[*]		
Sub-Total of Airframe and Features:		[*]	<u>Airframe Escalation Data:</u>	
Engine Price (Per Aircraft):		[*]	Base Year Index (ECI): [*]	
Aircraft Basic Price (Excluding BFE/SPE):		[*]	Base Year Index (CPI): [*]	
Buyer Furnished Equipment (BFE) Estimate:		[*]		
Seller Purchased Equipment (SPE) Estimate:		[*]	<u>Forecast:</u> 2Q08	
Non-Refundable Deposit/Aircraft at Def Agreeemt:		[*]		

Delivery Date	Number of Aircraft	Escalation Factor (Airframe) ¹	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
				At Signing 1%	24 Mos. 4%	21/18/15/12/9/6 Mos. 5%	Total 35%
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
Total:	11						

FED-PA-3157
APR 97697

Boeing Proprietary

Supplemental Agreement No. **30**
Page 1

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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. [*]
[*]

P.A. No. 3157 (SA # 30)

BOEING PROPRIETARY

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Page 2

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.

P.A. No. 3157 (SA # 30)

BOEING PROPRIETARY

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

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

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-1068 **R1**

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.

[*]

PA No.3157 (SA # **30**)

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

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

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.

BOEING PROPRIETARY

SA-30

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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 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 which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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.

FED-PA-3157-LA-1802894
Special Matters for Block E Aircraft

BOEING PROPRIETARY

SA-30
Page 2

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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

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.



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

SA-30
Page 3

**Attachment to
Letter 6-1169-LKJ-0776
SA-30 Option Aircraft Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW:	777-Freighter	766000 pounds	Detail Specification: D019W007FED7F-1, Rev J (10/17/17)
Engine Model/Thrust:	GE90-110B1L	110100 pounds	Airframe Price Base Year/Escalation Formula: [*] ECI-MFG/CPI
Airframe Price:		[*]	Engine Price Base Year/Escalation Formula:
Optional Features:		[*]	
Sub-Total of Airframe and Features:		[*]	Airframe Escalation Data:
Engine Price (Per Aircraft):		[*]	Base Year Index (ECI): [*]
Aircraft Basic Price (Excluding BFE/SPE):		[*]	Base Year Index (CPI): [*]
Buyer Furnished Equipment (BFE) Estimate:		[*]	
Seller Purchased Equipment (SPE)		[*]	
Non-Refundable Deposit/Aircraft at Def Agreeemt:		[*]	

Delivery Date	Number of Aircraft	Escalation Factor (Airframe) ¹	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
				At Signing 1%	24 Mos. 4%	21/18/15/12/9/6 Mos. 5%	Total 35%
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	2	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
[*]	1	[*]	[*]	[*]	[*]	[*]	[*]
Total:	14						

¹ The Escalation Factor for the Option Aircraft will be adjusted to Boeing's then current forecasts for such elements as of the date of the amendment to the definitive agreement to add the exercised Option Aircraft as an Aircraft.

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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 [*]

[*]

6-1169-LKJ-0777
Special Matters for SA-30 Option Aircraft

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. 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.

6-1169-LKJ-0777
Special Matters for SA-30 Option Aircraft

BOEING PROPRIETARY

SA-30
Page 2

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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 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

SA-30
Page 3



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. [*]

6-1169-LKJ-0778
SA-30 [*] Matters

SA-30
Page 1

BOEING PROPRIETARY

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*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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.

BOEING PROPRIETARY

*Blank spaces contained confidential information which has been filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended.



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

SA-30
Page 4

BOEING PROPRIETARY

FEDEX CORPORATION
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
(UNAUDITED)
(IN MILLIONS, EXCEPT RATIOS)

	Three Months Ended August 31,		Year Ended May 31,				
	2018	2017	2018	2017	2016	2015	2014
Earnings:							
Income before income taxes	\$ 1,101	\$ 982	\$ 4,353	\$ 4,579	\$ 2,740	\$ 1,627	\$ 3,658
Add back:							
Interest expense, net of capitalized interest	138	125	546	502	336	235	160
Amortization of debt issuance costs	2	2	12	11	8	5	4
Portion of rent expense representative of interest factor	380	297	1,553	1,182	924	908	876
Earnings as adjusted	<u>\$ 1,621</u>	<u>\$ 1,406</u>	<u>\$ 6,464</u>	<u>\$ 6,274</u>	<u>\$ 4,008</u>	<u>\$ 2,775</u>	<u>\$ 4,698</u>
Fixed Charges:							
Interest expense, net of capitalized interest	\$ 138	\$ 125	\$ 546	\$ 502	\$ 336	\$ 235	\$ 160
Capitalized interest	19	16	61	41	42	37	29
Amortization of debt issuance costs	2	2	12	11	8	5	4
Portion of rent expense representative of interest factor	380	297	1,553	1,182	924	908	876
	<u>\$ 539</u>	<u>\$ 440</u>	<u>\$ 2,172</u>	<u>\$ 1,736</u>	<u>\$ 1,310</u>	<u>\$ 1,185</u>	<u>\$ 1,069</u>
Ratio of Earnings to Fixed Charges	<u>3.0</u>	<u>3.2</u>	<u>3.0</u>	<u>3.6</u>	<u>3.1</u>	<u>2.3</u>	<u>4.4</u>

The Board of Directors and Stockholders
FedEx Corporation

We are aware of the incorporation by reference in the Registration Statements (Form S-8 Nos. 333-222198, 333-192957, 333-171232, 333-45037, 333-34934, 333-100572, 333-111399, 333-121418, 333-130619, and 333-156333 and Form S-3 No. 333-226426) of FedEx Corporation and in the related Prospectuses of our report dated September 17, 2018, relating to the unaudited condensed consolidated interim financial statements of FedEx Corporation that are included in its Form 10-Q for the quarter ended August 31, 2018.

/s/ Ernst & Young LLP

Memphis, Tennessee
September 17, 2018

**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, Frederick W. Smith, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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: September 17, 2018

/s/ Frederick W. Smith

Frederick W. Smith
Chairman 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, Alan B. Graf, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q 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: September 17, 2018

/s/ Alan B. Graf, Jr.

Alan B. Graf, Jr.
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 Quarterly Report of FedEx Corporation ("FedEx") on Form 10-Q for the period ended August 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Frederick W. Smith, 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: September 17, 2018

/s/ Frederick W. Smith

Frederick W. Smith
Chairman 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 Quarterly Report of FedEx Corporation ("FedEx") on Form 10-Q for the period ended August 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Alan B. Graf, Jr., 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: September 17, 2018

/s/ Alan B. Graf, Jr.

Alan B. Graf, Jr.
Executive Vice President and
Chief Financial Officer