

SECTION 28 RETIREMENT (Pension Benefits)

A. General

1. The Company shall continue to provide retirement and related benefits through the Retirement Plans¹ and under the terms and conditions of the Retirement Plans, as in effect as of the date of signing of this Agreement, except as specifically provided herein. The terms and conditions of the Retirement Plans, insofar as they affect pilots, shall not be changed, except as provided in this Agreement or by the written agreement of the Association. The Pilot Benefit Book ("PBB") shall be updated in accordance with Section 28.A.7. to reflect changes made by this Agreement and any other changes made pursuant to Section 28.A.5.
2. Except as otherwise provided in this Section 28, the Company shall be responsible for the establishment, control, management, administration and attendant expenses of the Retirement Plans and all disputes concerning those claims for benefits shall be settled as described in Section 28.A.4.
3. In order that the Association may have the most current information regarding the Retirement Plans, the Company shall provide the Association with the following documents:
 - a. Actuarial Valuation Report for Funding Purposes for Pension Plan and MBCBP², along with accompanying Data, Assumptions, Methods and Provisions, annually, on or about April 30;
 - b. PRSP ~~and PMPPP~~ Financial Reports, quarterly;
 - c. 408(b)(2) Reports for ~~PMPPP and PRSP (Vanguard All-In-Fee Disclosure)~~, annually, on or about August 31;
 - d. Notice of Qualified Default Investment Alternative for the PRSP ~~and PMPPP~~, annually, on or about November 30;
 - e. Annual Funding Notice, annually, on or about September 30;
 - f. Participant Fee Disclosure, annually, on or about ~~July 31~~ November 30;
 - g. Summary Annual Reports, annually; and
 - h. AFTAP Certification for Pension Plan and MBCBP, annually, on or about March 31.

¹ The following Retirement Plans are in effect as of ~~November 2~~ July 31, 2015 ~~2023~~.

(a) The FedEx Corporation Employees' Pension Plan;
 (b) The Federal Express Corporation Pilots' Retirement Savings Plan;
 (c) The Flying Tiger Line Inc. Variable Annuity Pension Plan for Pilots;
~~(d) The Federal Express Corporation Pilots' Money Purchase Pension Plan;~~
 (d) ~~(e)~~ The Federal Express Corporation Non-Qualified Pension Plan for Pilots; and
 (f) The Federal Express Corporation Non-Qualified Section 415 Excess Pension Plan for Pilots.

² The Federal Express Corporation Pilots' Market Based Cash Balance Plan, effective January 1, 2025.

i. After the establishment of the MBCBP, the Company shall provide the Association with the PBGC 4010 filings, if applicable.

The distribution schedule may be modified as agreed upon by the parties. The Association, and its designees, shall keep this information confidential, in accordance with the parties' Confidentiality Agreement.

4. Review of benefit denials shall be as described in this Agreement, the Retirement Plans and the PBB. Benefit denials shall be reviewed by the FedEx Corporation Retirement Appeals Committee ("RAC") or the appropriate claims-paying administrator. If the pilot is not satisfied with the decision regarding a Retirement Plan benefit, the pilot may seek review of the decision in accordance with the provisions of Section 28.G. within 120 days of the RAC's decision.
5. All of the Retirement Plans' terms and conditions shall remain unchanged insofar as they affect pilots, except as specifically provided for herein or except as required by law. If an amendment to the Retirement Plans or the PBB is required by law, if there is more than one alternative available under the law with respect to such required amendment(s), and if the effectuation of either alternative would result in similar cost to the Company, the consent of the Association to one of the alternatives shall be required for such plan amendment. Such consent shall not be unreasonably withheld. The Association's consent shall not be required for any amendment described in this paragraph if more than one alternative is available under the law but the effectuation of one or more of the alternatives would result in increased cost to the Company over the other available alternatives.
6. ~~The~~Except as provided in Section 28.C.12., the Company reserves the right to select the trustees, recordkeepers and other vendors it believes necessary to administer the Retirement Plans. The Company shall first notify and consult with the Association before changing a recordkeeper.
7. The Company shall promptly provide the Association with proposed updates to the PBB reflecting changes made by this Agreement. The Association shall promptly meet with the Company and provide comments. As soon as practicable thereafter, a PBB that is mutually satisfactory to the Company and the Association shall be distributed to the pilots. The Association's approval shall not be unreasonably withheld. The foregoing to the contrary notwithstanding, the failure of the Association to timely approve such updates shall not prevent the Company from distributing the updates to the pilots in accordance with the provisions of 29 U.S.C. §1024(b).

With respect to any future updates to the PBB, the Company shall prepare and distribute to the pilots updates to the PBB, as required by 29 U.S.C. §1024(b). The Association shall be given the opportunity to review and approve such updates; the Association's approval of such updates shall not be unreasonably withheld. The foregoing to the contrary notwithstanding, the failure of the Association to timely approve such updates shall not

prevent the Company from distributing the updates to the pilots in accordance with the provisions of 29 U.S.C. §1024(b).

8. The Company shall maintain records for a sufficient time and in sufficient detail to be able to confirm all data necessary for the calculation of any benefit payable under the Retirement Plans.

B. Pension Plan

1. The terms and conditions of the FedEx Corporation Employees' Pension Plan ("Pension Plan") affecting pilots, the Federal Express Corporation Non-Qualified Pension Plan for Pilots ("Compensation Limit Plan"), and the Federal Express Corporation Non-Qualified Section 415 Excess Pension Plan for Pilots ("415 Limit Plan") shall be as provided in the Pension Plan, the Compensation Limit Plan, and the 415 Limit Plan except as provided in this Agreement.
2. A pilot's retirement benefit at the pilot's normal retirement date (the "Pension Plan Formula") shall be equal to the greatest of: (i) the pilot's final average earnings x 2% x credited years of service with the Company (Max. 25 years) for benefit accrual, (ii) the benefit described in Section 28.B.4. , or (iii) a flat dollar benefit based upon a pilot's flight hours, equipment flown, and seat position during a plan year. The accrued benefit for a pilot who, prior to the merger of The Flying Tiger Line, Inc. ("FTL") with the Company, was a participant in any of the FTL pension plans which were merged into the Pension Plan is determined as provided under the terms of the Pension Plan.

[\[Note: flat dollar formula shall be adjusted IAW Section 28.B.3.\]](#)

3. Final average earnings will be defined as the average of the highest five calendar years of compensation while working for the Company. In no event shall total final average earnings taken into account under the Pension Plan, the Compensation Limit Plan and the 415 Limit Plan exceed ~~\$260,000~~:
 - a. [\\$325,000 for pilots retiring on or after May 30, 2023 through the end of the election period \(which shall end no later than May 30, 2024\); or](#)
 - b. [\\$290,000 for pilots retiring after the end of the election period who elected \(or are deemed to have elected\) to transition to the MBCBP; or](#)
 - c. [\\$325,000 for pilots retiring after the end of the election period through December 31, 2024, who elect \(or are deemed to have elected\) to accrue future credited service in the Pension Plan; or](#)
 - i. [\\$330,000 for pilots retiring on or after January 1, 2025 through December 31, 2026; or](#)
 - ii. [\\$338,000 for pilots retiring on or after January 1, 2027.](#)
4. With respect to any pilot having a Master Seniority List number as of October 30, 2006, the benefit set forth in Section 28.B.2(ii) of the Agreement

shall be the sum of the amounts derived under the computations set forth in Section 28.B.4.a., b., and c.:

- a. For a pilot who had a Master Seniority List number as of June 1, 1999, and who also had a Master Seniority List number as of October 30, 2006, such pilot's final average earnings shall be multiplied by past years of credited service with the Company as of June 1, 1999 (not to exceed a maximum of twenty-five years), multiplied by a multiplier from the following table based on such pilot's years of vesting service with the Company:

Years of Vesting Service as of June 1, 1999	Multiplier
less than 10	2.00%
10	2.05%
11	2.06%
12	2.07%
13	2.08%
14	2.09%
15	2.10%
16	2.11%
17	2.12%
18	2.13%
19	2.14%
20	2.15%
21	2.16%
22	2.17%
23	2.18%
24	2.19%
25 or more	2.20%

With respect to pilots who performed years of service with The Flying Tiger Line Inc. ("FTL") prior to August 7, 1989, such pilot's years of service with FTL shall be taken into account solely for purposes of determining the multiplier described herein, but shall not be taken into account for purposes of determining past years of credited service with the Company as of June 1, 1999.

The multiplier described above shall be added to the amount described below with respect to any pilot having a Master Seniority List number as of October 30, 2006, who, as of June 1, 1999 had attained age 50 and completed fifteen (15) years of vesting service with the Company, (including such pilot's years of service with FTL):

Age at 6/1/99	Increase
59 and above	0.12%
58	0.11%
57	0.10%
56	0.09%
55	0.08%
54	0.07%
53	0.06%
52	0.05%
51	0.04%
50	0.02%

- b. The Pension Plan Formula shall multiply final average earnings by 2% for all years of credited service completed by such pilots on or after June 1, 1999 (which, when added to years of credited service completed prior to June 1, 1999, shall not exceed a maximum of twenty-five (25) years of credited service for benefit accrual).

A pilot's final average earnings shall be multiplied by 2% and by years of credited service (maximum of 25 years) for benefit accrual for pilots who had a Master Seniority List number as of October 30, 2006, but did not have a Master Seniority List number as of June 1, 1999.

- c. For pilots who, as of October 30, 2006, have a Master Seniority List number, have attained age 50, and who have completed ten (10) or more years of vesting service with the Company, such pilots' final average earnings shall be multiplied by past years of credited service with the Company as of October 30, 2006 (not to exceed a maximum of twenty-five years), multiplied by a multiplier from the following table based on such pilot's age and years of vesting service with the Company on October 30, 2006:

Additional Benefit Percentage based on Age/Service										
Years of Vesting Service as of October 30, 2006	Age									
	50	51	52	53	54	55	56	57	58	59 or older
Less than 10	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
10	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
11	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
12	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
13	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
14	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
15	0.02%	0.02%	0.02%	0.02%	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%
16	0.02%	0.02%	0.02%	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%	0.03%
17	0.02%	0.02%	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%	0.03%	0.04%
18	0.02%	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%	0.03%	0.04%	0.04%
19	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%	0.03%	0.04%	0.04%	0.04%
20	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%	0.04%	0.04%	0.04%	0.04%
21	0.03%	0.03%	0.03%	0.03%	0.03%	0.04%	0.04%	0.04%	0.04%	0.04%

22	0.03%	0.03%	0.03%	0.03%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
23	0.03%	0.03%	0.03%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.05%
24	0.03%	0.03%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.05%	0.05%
25 or more	0.03%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.05%	0.05%	0.05%

With respect to pilots who performed years of service with The Flying Tiger Line Inc. (“FTL”) prior to August 7, 1989, such pilot’s years of service with FTL shall be taken into account solely for purposes of determining the multiplier described herein, but shall not be taken into account for purposes of determining past years of credited service with the Company as of October 30, 2006.

- d. The Pension Plan was amended to incorporate the provisions of Section 28.B.4.a., Section 28.B.4.b. and Section 28.B.4.c. The parties agree that the provisions of Section 28.B.4.a., Section 28.B.4.b. and Section 28.B.4.c. were one-time amendments to the Pension Plan and those provisions applied only to the pilots entitled to a benefit under such provisions as of October 30, 2006. Notwithstanding any other provision of this Agreement, including the duration provisions contained in Section 31, Section 28.B.4.d. became effective on October 30, 2006 and has permanent duration, and neither the provisions of Section 28.B.4.d. nor the related provisions of the Pension Plan referenced herein may be altered without the written consent of both parties.
5. A pilot shall receive credited service for benefit accrual while on disability and while eligible for benefits, including Pilot Supplemental Disability benefits, pursuant to the terms of the [Federal Express Corporation Long Term Disability Plan for Pilots \(“LTD Plan”\)](#).
6. ~~For benefit commencement dates occurring on or after February 1, 2016, the following~~[The](#) actuarially equivalent optional forms of benefit distributions ~~shall also be~~ available under the Pension Plan: ~~shall include~~ 50% Joint and Survivor Pop-Up Annuity; 75% Joint and Survivor Pop-Up Annuity; and 100% Joint and Survivor Pop-Up Annuity.
7. The Pension Plan shall ~~be amended effective no later than February 1, 2016, to~~ allow a participant to elect different forms of benefit payment for the pilot’s FTL benefit and for the remainder of the pilot’s benefit under the Pension Plan.

8. The Pension Plan shall be amended effective ~~no later than February 1, July 31, 2016~~2023, to provide that if:
- prior to the pilot's death, a pilot has retired and submitted a valid unexpired election to commence retirement benefits (within ~~90~~180 days of the benefit commencement date ("BCD")) as of the first day of any of the month~~6 months~~ following the pilot's retirement, and
 - the pilot fails to survive until the pilot's elected BCD, then the pilot shall be deemed to have survived until the pilot's elected BCD and benefits shall commence on the elected BCD, in the form elected by the pilot, provided, however that the first benefit payment shall be paid to the pilot's joint annuitant, beneficiary or estate, as applicable, pursuant to the form elected by the pilot. An election shall be determined to have been submitted prior to the pilot's death, if there is proof that the election confirmation was mailed, emailed, faxed, posted, or received by the administrator prior to the pilot's death.

Example 1:

- Pilot retires on December 31, 2023, and defers commencing his Pension Plan benefit.
- In April 2024, the pilot submits a valid election to commence his Pension Plan benefit on June 1, 2024, with a payment option of 100% Joint & Survivor.
- Pilot dies on May 15, 2024.
- The Pension Plan benefit shall commence on June 1, 2024, in the form elected by the pilot, 100% Joint & Survivor.

Example 2:

- Pilot retires on December 31, 2023, and defers commencing his Pension Plan benefit.
- In April 2024, the married pilot submits a valid election to commence his Pension Plan benefit on June 1, 2024, with a payment option of a Straight Life Annuity.
- Pilot dies on May 15, 2024.
- There is no benefit paid to a survivor since the pilot elected the Straight Life Annuity.

9. The Pension Plan shall ~~be amended effective November 2, 2015, to~~ provide that spousal consent is not required if the participant is legally separated from the spouse as evidenced by a court decree.
10. The Company shall consult with the Association prior to the purchase of annuities from a qualified life insurance company to provide benefits to retiree participants otherwise payable under the Pension Plan.
11. The Pension Plan shall be closed to pilots with a Date of Hire (DOH) on or after July 31, 2023.

[12. Pilots with a DOH before July 31, 2023, will have a choice between the Pension Plan and the MBCBP as set forth in the MBCBP Implementation Letter of Agreement.](#)

C. Pilots' Money Purchase Pension Plan

- ~~1. The terms and conditions of the Pilots' Money Purchase Pension Plan ("PMPPP") shall be as provided in the PMPPP and shall remain unchanged except as specifically provided for herein.~~
- ~~2. The Company shall contribute monthly for each pilot plan participant the following amounts:
 - ~~a. On and after January 1, 2016 and until the date of the merger of the PMPPP into the PRSP, an amount equal to 8% of that pilot's eligible prior monthly earnings, subject to Code limitations.~~
 - ~~b. On or after the date of the merger of the PMPPP into the PRSP, all non-elective Company contributions shall be made to the PRSP under Section 28.D.4. and shall cease to be made to the PMPPP.~~~~
- ~~3. The PMPPP shall be amended effective no later than March 2, 2016, to provide that a pilot shall be eligible for non-elective Company contributions based on eligible earnings on the first day of the month coincident with or next following one month of service from date of hire as a pilot. Company contributions will begin in the month the pilot first participates in the PMPPP, based on the pilot's eligible monthly earnings in the month prior to participation, in the same manner as described in Section 28.D.6.~~
- ~~4. On and after November 2, 2015, the investment fund options available to participants in the PMPPP will be the same as those available in the PRSP.~~
- ~~5. The PMPPP shall be amended effective no later than February 1, 2016 to allow a participant to make an in-service withdrawal of all or any portion of the pilot's account at or after age 62 under the PMPPP, subject to spousal consent as required by applicable law.~~
- ~~6. No later than January 1, 2017, the PMPPP shall be merged into the Pilots' Retirement Savings Plan (PRSP). Each participant's PMPPP account shall be separately accounted for within the PRSP, and such account (as adjusted for gains and losses thereafter) shall remain subject to the distribution requirements applicable under the PMPPP.~~
- ~~7. The PMPPP shall be amended effective November 2, 2015, to provide that spousal consent is not required if the participant is legally separated from the spouse as evidenced by a court decree.~~

C. Market Based Cash Balance Plan

1. The Company shall establish the MBCBP effective January 1, 2025, which will have a June 1 to May 31 Plan Year.
2. The MBCBP shall be a "Retirement Plan" for purposes of Section 28.A.
3. The MBCBP shall be established as a stand-alone plan and shall remain so unless the parties otherwise agree.
4. The terms and conditions of the MBCBP shall be contained in the MBCBP Plan Document, except as specified in this Agreement. The terms and conditions of the MBCBP shall not be changed or modified, except as provided herein.
5. The MBCBP shall be subject to a determination by the Internal Revenue Service ("IRS") that the MBCBP is a tax-qualified retirement plan. To the extent that the IRS requires changes to the MBCBP terms or conditions as a condition of issuing a favorable determination letter, the parties must agree on any changes to the plan. The Company shall also:
 - a. provide copies to the Association of all written communications with the IRS; and
 - b. when possible, include the Association on scheduled conversations with the IRS regarding the plan design and tax-qualified status of the MBCBP.
6. Eligibility
 - a. A pilot with a DOH prior to July 31, 2023, including a pilot currently on LTD, is eligible to participate in the MBCBP beginning January 1, 2025, as provided in Section 28.B.12.
 - b. A pilot with a DOH on or after July 31, 2023, is eligible to participate in the MBCBP on the later of (i) age 21 and (ii) the first day of the month coincident with or next following one month from the pilot's DOH.
7. Benefit Accruals
 - a. Benefit Accruals under the MBCBP shall equal Compensation Credits plus Interest Credits.
 - b. Compensation Credits under the MBCBP shall be 11% of Compensation. Compensation Credits will be credited at least quarterly. A Compensation Credit based on a Pilot's Compensation for the period will be credited as of the last day of that period or as of the pilot's benefit commencement date, if earlier.
 - c. Compensation shall be as defined in the Pension Plan, except as follows:
 - i. Compensation used to determine Compensation Credits shall be subject to the compensation limit under Code §401(a)(17), as indexed.

- ii. Compensation used to determine Compensation Credits for pilots receiving benefits under the LTD Plan shall be calculated pursuant to Section 27.J.7. of the Agreement.
 - d. Compensation Credits for pilots receiving benefits under the LTD Plan shall be 15.6% [based on the formula of (11% multiplied by 0.85) divided by 0.6] for pilots receiving 60% LTD benefits, and 18.7% [based on the formula of (11% multiplied by 0.85) divided by 0.5] for pilots receiving 50% LTD benefits].
 - e. Benefit accruals for a pilot returning from military leave shall be consistent with the Settlement Agreement on the Effect of Potential Crew Status Changes on Imputed Earnings and Signing Bonus Calculation dated December 9, 2008.
 - f. On the effective date of the MBCBP, the account balance of a pilot with a DOH on or after July 31, 2023, shall be equal to the sum of the Compensation Credits that would have accrued if the MBCBP had been established prior to the pilot's date of hire.

[TA note: On the effective date of the MBCBP, the account balance of a pilot with a DOH before July 31, 2023, who was not a participant in the Pension Plan on July 31, 2023, and who elects (or is deemed to have elected) the MBCBP is addressed in the MBCBP Implementation LOA.]
 - g. The MBCBP shall use a market-based Interest Credit (determined net of investment-related expenses), which shall be calculated and applied at least monthly until a pilot's benefit commencement date. At the time of benefit commencement/distribution, Interest Credits for hard to value investments shall be calculated using the custodian's asset statements to determine asset returns.
 - h. Administrative fees for the MBCBP shall be paid by the Company.
 - i. There shall be no credited service limit under the MBCBP.
8. Retirement
- a. Normal Retirement Age under the MBCBP shall be age sixty-two (62) with the completion of three years of vesting service.
 - b. The Normal Retirement Age Letter dated November 2, 2015, shall not apply to benefits under the MBCBP.
 - c. A pilot who terminates employment may elect to commence benefits upon separation or to continue to receive Interest Credits on their accrued benefit until benefit commencement date.
 - d. The market-based Interest Credit shall serve as the actuarial increase for delayed retirement or deferred benefit commencement.
 - e. A pilot must commence benefits no later than the first of the month coincident with or next following the pilot's attainment of the Regulated Age, or such later date as the Company deems necessary. The

Company shall notify a pilot/participant 90-180 days prior to the pilot's Regulated Age of the need to make a retirement election.

- f. Should the IRS require changes to the MBCBP with respect to the provisions contained in this Section 28.C.8.d. in order to issue a favorable determination letter, the MBCBP shall be amended to require the commencement of benefits no later than the first of the month coincident with or next following the pilot's attainment of the Normal Retirement Age, with distributions of future Compensation Credits and Interest Credits at the end of each Plan Year thereafter, unless the parties otherwise agree.

9. Distributions

- a. The floor benefit guarantee (a.k.a. preservation of capital) shall be the aggregate amount of all Compensation Credits credited to the account at benefit commencement or time of in-service distribution, less any prior distributions.
- b. A pilot may elect to take an in-service distribution beginning at age 59 $\frac{1}{2}$.
- i. In-service distributions shall be permitted once per plan year.
 - ii. An in-service distribution requires the withdrawal of all accrued benefits in the pilot's MBCBP account.
 - iii. In order to take an in-service distribution, the aggregate amount of the pilot's Compensation Credits and Interest Credits must be equal to or greater than the floor benefit guarantee at the time of distribution.
- c. The forms of benefit distributions under the MBCBP shall include:
- i. Straight Life Annuity (normal form for unmarried participants);
 - ii. 50% Joint and Survivor Annuity (normal form for married participants and QJSA);
 - iii. 75% Joint and Survivor Annuity;
 - iv. 100% Joint and Survivor Annuity, including associated pop-up Annuity options as defined in the Pension Plan; and
 - v. full lump sum.
- d. The annuities under the MBCBP shall be calculated using the segment rates as defined in Code §417(e)(3)(C) minus 35 basis points, and the mortality table specified under Code §417(e)(3)(B). The segment rates shall be based on the rate in effect two (2) months prior to the benefit commencement date.
- e. If a fully vested pilot dies prior to a benefit election, the pilot's beneficiary shall be entitled to receive the pilot's full MBCBP account balance. If the pilot's beneficiary is a spouse, the benefit shall be payable as an annuity for the life of the spouse. The spouse may alternatively elect to

receive a 100% lump sum payment in lieu of the annuity. For a non-spouse beneficiary, the benefit shall be paid as a lump sum.

- f. A pilot may elect different forms of benefit payment for the MBCBP benefit, Flying Tiger benefit, and Pension Plan benefit per Section 28.B.7.
- g. Section 28.B.9. shall apply to the MBCBP.
- h. Overpayments from the MBCBP shall be handled pursuant to Section 28.N.

10. Vesting

- a. Benefits under the MBCBP are 100% vested after three (3) years of vesting service.
- b. All service with FedEx Express or with a "Controlled Group Member" counts towards vesting, subject to Section 28.C.10.c. below.
- c. A year of vesting service shall be defined in the MBCBP as a Plan Year with at least 1000 hours of service, with pilots credited with 95 hours per pay period while actively employed. Any vacation hours that are paid to a pilot in lieu of actual vacation time are counted as hours of service even if the pilot has terminated employment.
- d. A pilot on LTD shall continue to receive vesting service under the MBCBP.

11. Plan Investment Portfolio

- a. The MBCBP investment portfolio shall allocate risk from the following asset classes: equities, fixed income, commodities, real assets, private markets, hedge funds, and cash.
- b. The portfolio shall use an investment strategy consisting of the asset classes listed in Section 28.C.11.a. above and shall target a long-term portfolio volatility approximating a 55%-45% blend of the MSCI ACWI Equity Index and the Bloomberg Barclay's Aggregate Bond Index. The 45% of the portfolio may contain up to 5% short term bonds and cash.
- c. The asset allocation shall target at least 40% return seeking assets, such as equity, commodities, real assets, private markets, hedge funds, high yield, emerging market debt, alternative assets, and other similar assets seeking capital appreciation rather than capital preservation.
- d. Section 28.C.11.a., b., and c. may be amended with the agreement of the Association. The Association's agreement shall not be unreasonably withheld.

12. Governance

- a. The Company shall be the sole fiduciary of the MBCBP.
- b. The Company shall consult with the Association to develop an initial Investment Policy Statement ("IPS") for the MBCBP that is consistent

with Section 28.C.11. The Company may make amendments to the IPS following consultation and the prompt receipt of input from the Association. This consultation process is meant to be a meaningful, two-way process where the parties address the suitability of the IPS and any issues of pilot concern. Where the consultation involves a subsequent amendment to the IPS, the parties will expeditiously address the suitability of the proposed amendment.

- c. The Association members of the Investment Committee shall have an opportunity to consult on the selection or removal of the recordkeeper or trustee for the MBCBP.
- d. When possible, the Company shall provide advance notice to and consult with the Investment Committee on the selection or termination of an investment manager. If advance notice is not possible, the Company shall inform the Investment Committee of the basis for the selection or termination at the earliest opportunity.
- e. At the request of the Association, and not more frequently than once every two years, the Company and the plan's actuary shall meet with the Association and the Association's actuary to present and review the actuary's detailed analysis of the MBCBP.
- f. In the event the Company solicits an RFP for a third-party pension plan administrator for the MBCBP, the Association members of the Retirement Board shall have an opportunity to review and comment on the RFP during its development and to hear presentations by each vendor who submits a qualifying response to such RFP.

D. Pilots' Retirement Savings Plan

1. The terms and conditions of the Pilots' Retirement Savings Plan ("PRSP") shall be as provided in the PRSP and shall remain unchanged except as specifically provided herein.
2. The investment fund options available to participants in the PRSP as of ~~November 2~~ July 31, 2015 ~~2023~~, shall continue to be available, except as ~~otherwise agreed to by the parties~~ provided in Section 28.D.2.a., b., and c. below. Notwithstanding the foregoing, ~~effective no later than February 1, 2016,~~ each investment fund option available to the participants shall be the lowest cost share class for that investment fund option for which the PRSP qualifies, with the exception of the brokerage window.
 - a. The parties must agree to any changes in a PRSP investment fund option that consists of more than two percent (2%) of plan assets.
 - b. The parties must agree to the addition of any white label funds in excess of or different from the white label funds agreed to as of July 31, 2023.
 - c. The Company shall consult with the Association before making changes to an investment fund option that consists of less than 2% of plan assets; the consultation, at a minimum, shall include:

- i. Providing notice to the Association's R&I Committee Chair as soon as reasonably possible after the Company concludes it is considering changes to an investment fund option; and
 - ii. Providing summary information regarding alternative funds being considered and the basis for consideration.
- 3. ~~The PRSP shall be amended effective no later than January 1, 2017, to provide that the~~ The Company shall make matching contributions equal to 50% of the first \$1,000 of employee pre-tax and Roth contributions (in the aggregate) per plan year to the PRSP.
- 4. ~~Beginning on the date of the merger of the PMPPP into the PRSP, the Company shall contribute monthly for each eligible pilot an amount equal to 8% of that pilot's eligible prior monthly earnings, to a non-elective Company contribution account for the participant under the PRSP, subject to the Code limitations. Effective January 1, 2020, the Company shall~~ The Company shall as soon as administratively feasible following each pay period, contribute ~~monthly for each eligible pilot~~ an amount equal to 9% of that pilot's eligible prior monthly earnings, to a non-elective Company contribution account for the participant under the PRSP, subject to the Code limitations.
- 5. The Pilots Money Purchase Pension Plan (PMPPP) was merged into the PRSP effective January 1, 2017. The following shall apply:
 - a. Each participant's PMPPP account shall be separately accounted for within the PRSP, and such account (as adjusted for gains and losses thereafter) shall remain subject to the distribution requirements applicable under the PMPPP.
 - b. The PRSP shall allow a participant to make an in-service withdrawal of all or any portion of the pilot's PMPPP account at or after age 59.5, subject to spousal consent as required by applicable law.
 - c. Spousal consent is not required for a distribution from a PMPPP account if the participant is legally separated from the spouse as evidenced by a court decree.
- 6. ~~5.~~ Roth Contributions

The PRSP shall ~~be amended effective no later than January 1, 2017, to~~ allow a participant to elect to make:

 - a. ~~to elect to make~~ Roth contributions and, to the maximum extent permitted by law, Roth catch-up contributions; and
 - b. ~~following the merger of the PMPPP into the PRSP, to elect to make~~ an in-plan conversion to a Roth account of all or any portion of the pilot's PRSP account(s), to the maximum extent permitted by law.

- ~~7. 6.~~ The PRSP shall ~~be amended effective no later than March 2, 2016, to~~ provide that a pilot shall be eligible to participate in the PRSP for all purposes on the first day of the month coincident with or next following one month from date of hire as a pilot. ~~Following the merger of the PMPPP into the PRSP, non~~ Non-elective Company contributions ~~will~~ shall begin in the month the pilot first participates in the PRSP, based on the pilot's eligible monthly earnings in the month prior to participation.

Example: For a pilot who is eligible to participate in the PRSP on July 1, ~~2017~~ 2024, the Company shall make a non-elective Company contribution to the PRSP on behalf of the pilot in July ~~2017~~ 2024, based on the pilot's eligible monthly earnings for June, ~~2017~~ 2024.

- ~~8.~~ 7. All participants shall always be 100% vested in their accounts under the PRSP.
- ~~9.~~ 8. A pilot shall have allocated to the pilot's PRSP accounts such amounts as are attributable to unused sick leave, in accordance with the provisions of Section 14.E. of this Agreement.

[TA note: Section 14.E. to be updated to remove reference to Profit Sharing Plan and replace with PRSP]

- ~~10. 9.~~ The PRSP shall ~~be amended effective no later than February 1, 2016, to~~ provide that, in the case of a participant's retirement or other termination of employment, a participant's accounts shall be distributed (or shall commence to be distributed, in the case of distribution in installments) as soon as practicable, as elected by the participant in the pilot's completed application for benefits (including spousal consent if required). An application for benefits shall be made available at any time and may be filed at any time at or after the participant's retirement or other termination of employment. Any contribution received after a participant receives a distribution of the pilot's entire account shall be distributed in accordance with the recordkeeper's procedures.
- ~~11. 10.~~ ~~Effective no later than March 2, 2016, as long as Vanguard remains the recordkeeper and subject to its guidelines, a~~ A pilot shall be allowed to access ~~the Vanguard Financial~~ to Fidelity's Personalized Planning Services, ~~Vanguard Managed Account Program, and the Vanguard Personal Online Adviser~~ and Advice account management services to the extent that the pilot is a participant in the PRSP. In the event ~~Vanguard~~ Fidelity is replaced as recordkeeper, a pilot shall be allowed access to similar account management services, to the extent offered by the successor recordkeeper, at a comparable cost to the Company, unless the Company determines allowing such access would result in a breach of fiduciary duty.
- ~~12. 11.~~ The PRSP shall ~~be amended effective no later than February 1, 2016, to~~ allow a participant to elect automatic rebalancing of the pilot's investments, subject to the recordkeeper's policies.

- 13.12. ~~The PRSP shall be amended effective no later than May 2, 2016, to~~ provide for automatic enrollment for both existing pilots contributing less than 3% and new hire pilots. A pilot to whom the arrangement applies shall be deemed to have elected to make pre-tax contributions to the PRSP at the level of 3% of eligible earnings in the first year, 6% in the second year, 9% in the third year, and 10% in the fourth and subsequent years, subject to the pilot's right to affirmatively opt out of the arrangement or to affirmatively elect a different percentage.
- 14.13. ~~The PRSP shall be amended effective no later than February 1, 2016,~~ ~~to~~ allow a participant to elect to make pre-tax and/or Roth contributions to the PRSP up to 50% of the pilot's eligible earnings, subject to applicable law.
- 15.14. ~~The PRSP shall be amended effective no later than February 1, 2016,~~ ~~to~~ allow all participants to elect to make after-tax contributions to the PRSP, by payroll deduction, up to 20% of the pilot's eligible earnings, subject to applicable law.
16. By the end of the 2nd quarter (June 30) and 3rd quarter (September 30) of the calendar year, the Company shall send via FCIF information to pilots regarding PRSP contributions related to 415(c) limits including after-tax, pre-tax, Roth, Excess Sick Contribution, Company Match, and Non-Elective Contribution.
- 17.15. Brokerage Accounts:
- a. The PRSP ~~will~~shall be amended effective ~~no later than March 2, 2016,~~July 31, 2023 to provide that a participant may, to the extent permitted by ERISA, transfer ~~all or a portion~~up to 98% of assets in the pilot's account balance and direct up to 98% of future contributions to be invested in an individual brokerage account under the PRSP, subject to the recordkeeper's guidelines and commission schedules. If a pilot's balance in a brokerage account exceeds 98% due to investment gains or losses, the pilot will not be required to transfer amounts out of the brokerage account but instead new contributions made to the plan on the pilot's behalf will first be allocated to the pilot's core line-up so that the total brokerage balance does not exceed 98%. If, in the future, the recordkeeper has the capability to allow a specific minimum dollar amount to remain in the core line-up, the PRSP will be amended to a require a pilot to maintain a minimum balance of \$10,000 in the core line-up (to replace the 98% brokerage cap), and any remaining amounts may be in brokerage.
 - b. Any participant who elects an individual brokerage account must sign an agreement to hold harmless the PRSP, the Company, the Association and any committee established by the Company or the Association, for any losses resulting from the participant's investments in the individual brokerage account.

- c. Any fees associated with an individual pilot's brokerage account will be charged directly to the individual's account.
 - d. The individual brokerage account shall permit any investments permitted for a qualified plan under ERISA and allowed by the recordkeeper, excluding stock of FedEx Corporation.
- ~~18.16. Effective concurrent with the engagement of a new recordkeeper (or retention of the current recordkeeper), as described in Section 28.M., the~~The PRSP shall ~~be amended to~~ provide that a participant may engage a third party financial advisor to manage the pilot's account (including the pilot's individual brokerage account) under the Plan. A participant who engages a third party financial advisor must sign an agreement to hold harmless the PRSP, the Company, the Association and any committees established by the Company or the Association, for any losses resulting from such engagement.
- ~~19.17. The PRSP shall be amended effective no later than February 1, 2016, to~~ provide that participants may elect from the following additional distribution options on a manual basis or electronically to the extent automated by the recordkeeper: (i) partial lump sum, in the amount specified by the participant, and as often as requested by the participant; and (ii) periodic distributions in the amount and frequency specified by the participant, which may be stopped and restarted at any time as elected by the participant. Partial distributions and periodic distributions shall be made pro rata from all investment funds (excluding the brokerage account), unless the participant specifies a different allocation or contribution source for the distribution(s).
- ~~20.18. The PRSP shall be amended effective November 2, 2015, to~~ provide that spousal consent is not required if the participant is legally separated from the spouse as evidenced by a court decree.
21. Upon the recordkeeper's ability to offer in-plan qualified longevity annuity contracts (QLACs) with Safe Harbor provisions, the parties agree to meet and discuss offering this feature in the PRSP. If QLACs are offered in any plan for other FedEx employees, QLACs shall be offered in the PRSP.

E. Federal Express Corporation Pilot Non-Qualified Plans

1. The terms and conditions of the Federal Express Corporation Non-Qualified Section 415 Excess Pension Plan for Pilots ("415 Limit Plan") and the Federal Express Corporation Non-Qualified Pension Plan for Pilots ("Compensation Limit Plan") shall be as provided in the 415 Limit Plan and the Compensation Limit Plan. In no event shall final average earnings taken into account under the Pension Plan, the 415 Limit Plan, and the Compensation Limit Plan exceed ~~\$260,000~~ the amounts as provided in Section 28.B.3. (i.e., \$325,000 on May 30, 2023, \$330,000 on January 1, 2025, and \$338,000 on January 1, 2027).

2. In the event the compensation limit of Code § 401(a)(17) and/or the annual addition limit of Code § 415(c) is decreased legislatively, the Federal Express Corporation PRSP Non-Qualified Plan for Pilots (“PRSP Non-Qualified Plan”) shall be established. Under the PRSP Non-Qualified Plan, a Pilot shall be entitled to an amount equal to:
 - a. the PRSP non-elective contribution that would have been contributed to the PRSP without applying the decreased Code §401(a)(17) and/or Code §415(c) limit(s) but in no event greater than the amount that would have been contributed to the PRSP under these Code limitations in effect at any time prior to it being decreased or the current limit in effect under Code § 401(a)(17), minus;
 - b. the amount contributed to the PRSP.

Amounts shall be paid from the PRSP Non-Qualified Plan in no event later than 2½ months after the year in which such amounts would have been contributed to the PRSP.

3. If a Pilot’s retirement benefit in the MBCBP exceeds the limitation for defined benefit plans under Code §415(b), the excess benefit will be paid from the 415 Limit Plan.
4. Upon information that the IRC 401(a)(17) limit is to be reduced, the parties shall meet pursuant to the MBCBP Implementation LOA Paragraph K within 60 days to discuss plan alternatives.
5. In the event the compensation limit under Code §401(a)(17) is reduced, until the parties otherwise agree, the Company shall establish the Federal Express Corporation Market Based Cash Balance Non-Qualified Plan for Pilots (“MBCB Non-Qualified Plan”). Under the MBCB Non-Qualified Plan, a pilot shall be entitled to an amount equal to:
 - a. the MBCBP Compensation Credits that would have been credited to the MBCBP without applying the reduced Code §401(a)(17) limit but in no event greater than the Compensation Credit that would have been made to the MBCBP under the Code §401(a)(17) limitation in effect prior to the reduction, minus;
 - b. the Compensation Credits credited to the MBCBP.

F. End of Career Sick Leave/Advance Notice of Planned Retirement Bonus

1. A pilot who reaches age 60 prior to the pilot’s retirement date, and who provides at least 12 months advance written notice that the pilot’s retirement date will be either during the month in which the pilot turns the regulated age or on December 31 of a specified year, shall be eligible for the End of Career Sick Leave/Advance Notice of Planned Retirement Bonus (Bonus).
2. Such pilot’s Bonus shall be based on the sum of the pilot’s eligible earnings, as defined in Section 28.F.3., in the 24 calendar months immediately preceding the pilot’s last day of employment as a pilot, including the month

containing the pilot's last day of employment, including any vacation paid after the pilot's last day of employment.

3. Eligible earnings shall include all pensionable earnings during that 24 calendar month period, except earnings attributable to sick leave (DSA, RSA).
4. A pilot's Bonus shall be the lesser of:
 - a. 50% of the pilot's eligible earnings in excess of ~~\$520,000~~580,000; or
 - b. 50% of the pilot's closing DSA bank balance, multiplied by the pilot's last hourly rate, or
 - c. ~~\$110,000~~150,000.

PLUS

For those who are at least age 54 on November 2, 2015 and have at least 10 years of Vesting Service in the Pension Plan as of November 2, 2015 a lump sum based on the pilot's age as of November 2, 2015 and Vesting Service in the Pension Plan as of November 2, 2015 as outlined in the following chart:

Years of Vesting Service on November 2, 2015	Age on November 2, 2015					
	54	55	56	57	58	59 or older
<10	-	-	-	-	-	-
10	10,000	10,000	10,000	10,000	10,000	10,000
11	10,000	10,000	10,000	10,000	10,000	10,000
12	10,000	10,000	10,000	10,000	10,000	10,000
13	10,000	10,000	10,000	10,000	10,000	10,000
14	10,000	10,000	10,000	10,000	10,000	10,000
15	15,000	20,000	20,000	20,000	20,000	20,000
16	20,000	20,000	20,000	20,000	20,000	20,000

17	20,000	20,000	20,000	20,000	20,000	30,000
18	20,000	20,000	20,000	20,000	30,000	30,000
19	20,000	20,000	20,000	30,000	30,000	30,000
20	20,000	20,000	30,000	30,000	30,000	30,000
21	20,000	30,000	30,000	30,000	30,000	30,000
22	30,000	30,000	30,000	30,000	30,000	30,000
23	30,000	30,000	30,000	30,000	30,000	40,000
24	30,000	30,000	30,000	30,000	40,000	40,000
25 or more	30,000	30,000	30,000	40,000	40,000	40,000

5. A pilot may submit only one advance written notice of planned retirement ~~month date~~ under this program, except as provided in Section 28.F.5.a. and b. below. A pilot may revoke the ~~pilot's~~ submitted advance written notice at any time; however, ~~he~~ the pilot will not again be eligible for the Bonus (except as provided below). There is no change in a pilot's right to retire without giving any advance notice to the Company.

A pilot who provides advance written notice of planned retirement to occur during the month of the pilot's 65th birthday, shall be allowed to change the planned retirement date one (1) time as long as the following criteria are met:

- a. The pilot's new planned retirement date must be within the month of the pilot's 65th birthday;
 - b. The change must be made at least 90 days before the pilot's original planned retirement date; and
 - c. The pilot's new planned retirement date is not earlier than the original notice date plus 12 months.
6. Any pilot entitled to a Bonus shall be paid in a lump sum as soon as administratively feasible but in no event later than 2½ months after the year in which termination of employment occurs.
 7. Pilots who are terminated for just cause shall not be eligible for a Bonus.
 8. Any Bonus paid to the pilot shall not be considered pensionable earnings under any Retirement Plan.

9. A pilot who dies after submission of a conforming advance written notice of planned retirement, shall be paid the Bonus.

G. Pilot Benefit Review Board

A Pilot Benefit Review Board (PBRB) shall be established for the Retirement Plans and the Insurance Plans as provided in Section 27.T.

H. Employee Stock Purchase Plan

The terms and conditions of the Federal Express Corporation Employee Stock Purchase Plan shall remain the same and pilots shall remain covered by that plan under the same terms and conditions as other employees of the Company.

I. FTL Variable Annuity Plan

The terms and conditions of The Flying Tiger Line Inc. Variable Annuity Pension Plan For Pilots (the "Variable Plan") shall be as stated in the plan document effective as of January 1, 1997, as amended thereafter. Nothing in this Agreement shall reduce pilots' accrued benefits under the Variable Plan.

J. Investment Committee

1. An Investment Committee shall be established for the PRSP and the MBCBP, and have such duties and responsibilities as described in this Section 28.J. The Company and the Association each may appoint up to three (3) members to the Investment Committee. The parties need not appoint an equal number of members, provided, however that the Company members and the Association members each collectively have one (1) vote. Individual votes on a particular issue may be recorded in the minutes at the request of any member. Each party may appoint alternates. A quorum shall consist of two (2) Company members/alternates and two (2) Association members/alternates. At any meeting of the Investment Committee, each party may be accompanied by individuals the party deems appropriate.
2. The Investment Committee shall meet at least semi-annually, or more frequently as necessary, unless otherwise agreed by the Company and the Association.
3. The benefits specialists for the Company and the Association shall agree on an agenda for each meeting, and shall notify the Company of any agenda items which need to be addressed at the meeting so that the Company may designate the appropriate individuals to attend; notice shall be provided at least two weeks in advance of the meeting if the attendance of only Company personnel is appropriate and shall be provided at least one month in advance if the attendance of outside service-providers is also required. Should the meeting be scheduled to cover multiple agenda items, the parties shall exchange a list of attendees based on the agenda items. The agenda shall include a review and discussion of the MBCBP. This discussion will include MBCBP assets and liabilities; market and economic overview; plan investment returns; the IPS and potential amendments thereto; benchmarking; plan expenses; and participant metrics (such as

group-level balances, type of benefit options elected, in-service withdrawal activity, etc.).

4. The Investment Committee shall make recommendations to the ~~Fiduciary~~PRSP fiduciary regarding the PRSP investment ~~choices for pilots lineup~~.⁵⁻ The Investment Committee shall:
 - a. ~~receive~~review the semi-annual PRSP reports from the recordkeeper ~~semi-annually reports regarding the Plans and investment advisor~~, ~~one of~~ which once a year shall also include a market and economic overview; and ~~receive live~~ review ~~of~~ the reports by the account representative of the recordkeeper semi-annually, including the more detailed annual report. The Company shall provide these reports to the Investment Committee in a timely manner so that the Committee has sufficient time to review.
 - b. review service provider disclosures received pursuant to Section 28.A.3.
 - c. review any newly available Eligible Investment Advice Arrangement (EIAA).

K. Retirement Board

1. A Retirement Board shall be established to review and discuss the status and administration of the Retirement Plans, including the implementation of any changes, and seek to resolve any problems or issues related to the administration of the Retirement Plans (including, e.g., service-provider service problems). De-identified information may be used when necessary to discuss systemic issues.
2. The Company and the Association each may appoint up to three (3) members to the Retirement Board. At any meeting of the Retirement Board, each party may be accompanied by individuals the party deems appropriate. The Retirement Board shall meet at least semi-annually, unless otherwise agreed by the Company and the Association.
3. The benefits specialists for the Company and the Association shall agree on an agenda for each meeting, and shall notify the Company of any agenda items which need to be addressed at the meeting so that the Company may designate the appropriate individuals to attend; notice shall be provided at least two weeks in advance of the meeting if the attendance of only Company and Association representatives is appropriate and shall be provided at least one month in advance if the attendance of outside service-providers is also required. Should the meeting be scheduled to cover multiple agenda items, the parties shall exchange a list of attendees based on the agenda items.
4. Neither the Company members nor the Association members of the Retirement Board shall have the power to modify or interpret the terms of any Retirement Plan. However, either the Company members or the Association members may suggest modifications to the Retirement Plans to the Company and the Association.

L. Expenses of the ~~Defined-Contribution Plans~~ PRSP

Expenses related to annual fund operating expenses, brokerage window expenses, third-party investment advisory and third party investment manager expenses, ~~hardship withdrawal~~ in-service distribution fees, loan fees, third-party Qualified Domestic Relations Order expenses and other third-party expenses shall be paid by the individual participant's account. Participants are not responsible for paying fees relating to hardship withdrawals. All other expenses of the ~~PMPPP and~~ PRSP, including but not limited to recordkeeping administration and audit expenses, shall be paid by the Company.

M. Selection of a Recordkeeper for the PRSP

~~The~~ When the Company ~~shall issue~~ conducts a request for proposals (RFP) for the selection of a recordkeeper for the PRSP, in accordance with Section 28.A.6., ~~as soon as administratively practicable following the effective date of the merger or later if agreed by the parties.~~ The Association members of the Investment Committee shall have an opportunity to review and comment on the RFP during its development and to hear presentations by each vendor who submits a qualifying response to such RFP.

N. Overpayments from Retirement Plans

In the event of an overpayment to a participant from a Retirement Plan, the Company shall notify the Association and the participant of the circumstances resulting in the overpayment and the amount of the overpayment. Consistent with IRS correction methods, and if required, IRS approval, the Company will take appropriate steps to recoup the overpayments. A participant shall not be asked to repay any overpayment made before the date that is 48 months before the date the Company gives the notice of the overpayment period, unless required by the IRS.

LETTER OF AGREEMENT
between
FEDERAL EXPRESS CORPORATION
and
THE AIR LINE PILOTS
in the service of
FEDERAL EXPRESS CORPORATION
as represented by
THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

MBCBP Implementation

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between FEDERAL EXPRESS CORPORATION (hereinafter referred to as the “Company”) and the pilots in the service of FEDERAL EXPRESS CORPORATION, as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company’s pilots (hereinafter referred to as the “Basic Agreement”), effective on July 31, 2023; and

WHEREAS, the Company agreed to establish the Federal Express Corporation Pilots’ Market Based Cash Balance Plan (“MBCBP”), January 1, 2025; and

WHEREAS, the parties wish to enter into this LOA to address matters relating to the implementation of the MBCBP.

NOW, THEREFORE, the parties agree as follows:

Definition:

ELECTION ELIGIBLE PILOT

A pilot with a Date of Hire (DOH) prior to the effective date of the Agreement, including a pilot on disability under the LTD Plan.

A. Election Choices

1. Election Eligible Pilots with a DOH prior to July 31, 2023, but who are not Participants in the FedEx Corporation Employees’ Pension Plan (“Pension Plan”) on July 31, 2023 (“**Non-Participant Pilots**”), shall have a one-time election to either participate in the Pension Plan or, alternatively, to participate in the MBCBP. A Non-Participant Pilot who fails to make an election shall be deemed to have elected to participate in the MBCBP (default election).
 - a. For a Non-Participant Pilot who participates in the **MBCBP**, the account balance on the effective date of the MBCBP shall be equal to the sum of the Compensation Credits that would have accrued if the MBCBP had been established prior to the pilot’s DOH.

- b. A Non-Participant Pilot who elects to participate in the **Pension Plan** shall receive benefit service credit and vesting service consistent with the terms and conditions of the Pension Plan from the pilot's DOH.
2. Election Eligible Pilots with a DOH prior to July 31, 2023, who are Participants in the Pension Plan as of July 31, 2023 ("**Participant Pilots**"), shall have a one-time election to participate in the MBCBP. A Participant Pilot who fails to make an election will be deemed to have elected to continue to accrue credited service in the Pension Plan (default election). For Participant Pilots who elect to participate in the **MBCBP**:
 - a. Upon the end of the election period, and no later than May 30, 2024, the total final average earnings taken into account under the Pension Plan, the Compensation Limit Plan, and the 415 Limit Plan shall not exceed \$290,000.
 - b. Shall continue to accrue:
 - i. earnings pursuant to Section 28.B.3.a., for purposes of final average earnings; and
 - ii. vesting service under the Pension Plan.
 - c. Years of credited service shall be calculated and frozen in the Pension Plan as of the Participant Pilot's entry date into the MBCBP.
 - d. The age and service multipliers contained in Section 28.B.4. shall be applied to the Pension Plan benefit using the final average earnings calculated in accordance with Section 28.B.3. and the years of credited service calculated in accordance with this LOA Paragraph A.2.c.
 - e. Who have 25 years of credited service as of June 1, 2024, the account balance on the effective date of the MBCBP shall be equal to the sum of the Compensation Credits that would have accrued if the MBCBP had been established on June 1, 2024.

[Note: The annual IRS compensation limit applied to compensation for each 12-month plan year is based on the annual IRS compensation limit in effect for the respective calendar year in which each 12-month period begins. For example, June 1, 2025 – May 31, 2026, plan year compensation will be subject to the 2025 limit.

For the short plan year January 1, 2025 – May 31, 2025, compensation for the period January 1, 2025 – May 31, 2025, will be capped at $5/12 \times 2024$ limit.

For pilots eligible for an opening account balance on January 1, 2025, compensation for the period June 1, 2024 – December 31, 2024, will be capped at $7/12 \times 2024$ limit.

Examples:

Non-Participant Pilot Hired prior to DOS: A Non-Participant pilot hired August 1, 2022, will be subject to 2022 IRS compensation limit for credits owed for September 1, 2022, through May 31, 2023. The pilot will be subject to 2023 IRS compensation limit for

credits owed between June 1, 2023, through May 31, 2024. The pilot will be subject to 7/12ths of the 2024 IRS compensation limit for credits owed between June 1, 2024, and December 31, 2024, and 5/12ths of the 2024 IRS compensation limit for credits owed between January 1, 2025, and May 31, 2025.

Non-Participant Pilot Hired after DOS: A Non-Participant pilot hired September 1, 2023, will be subject to 2023 IRS compensation limit for credits owed for September 1, 2023, through May 31, 2024. The pilot will be subject to 7/12ths of the 2024 IRS compensation limit for credits owed between June 1, 2024, and December 31, 2024, and 5/12ths of the 2024 IRS compensation limit for credits owed between January 1, 2025, and May 31, 2025.

25 Years of Credited Service Pilot: A pilot with 25 years of credited service who elects to transition to the MBCBP shall be subject to 7/12ths of the 2024 IRS compensation limit for credits owed between June 1, 2024, and December 31, 2024, and 5/12ths of the 2024 IRS compensation limit for credits owed between January 1, 2025, and May 31, 2025.]

B. Rate of Return Projections

1. The initial asset allocation of the MBCBP as provided in Section 28.C.11. shall be established with a forecasted investment return of at least 6.5% on a ten-year projected basis, subject to a market environment consistent with those at the time of the Tentative Agreement.
2. As part of the Agreement ratification process, the Company has agreed to and will provide the Association projected investment returns on a five, ten, and twenty-year horizon in accordance with Paragraph B.1.

C. MBCBP Transition Timeline:

The Company shall have the following milestones/deadlines regarding the MBCBP election and transition:

Milestone/Deadline	Requirement
July 31, 2023	Pension Plan amended to ensure pre-election closure of Pension Plan to Non-Participant Pilots.
July 31, 2023 – May 30, 2024	Executed MBCBP document and amendments to other plans.
January 30, 2024	“New year” Company communication to pilots regarding upcoming election with basic MBCBP information.

March 31, 2024	Interim reminder communication regarding upcoming election.
April 1, 2024	Summary Plan Description posted on website accessible to pilots.
April 1 – 15, 2024	Election Packets (including FAQs or equivalent information) distributed via first-class mail to pilots.
April 15 – May 30, 2024	45-day Election period (with access to online modeling tool and open call center).
June 30, 2024	Confirmation of election statement sent to each pilot (via first-class mail)
January 1, 2025	Start date of MBCBP.
February 28, 2025	Compensation Credit Notification statement mailed to pilots, receiving “catch-up” credits, via first-class mail.

D. Election Kits

Between April 1 and no later than April 15, 2024, the Company shall issue each Election Eligible Pilot an election kit (via both electronic mail and first-class mail) which shall include the following:

1. The election window period.
2. Generalized comparison of plan benefits, plan features, and options under the MBCBP and Pension Plan.
3. A link to the online interactive modeler (to be available during election period) and instructions on how to use the online modeler.
4. MBCBP beneficiary designation method.
5. MBCBP election method.
6. An explanation of the default in the event no election is made by an Election Eligible Pilot.

E. MBCBP Election Procedures

1. The Company shall prepare a MBCBP communication focused on the MBCBP election, the election window, and the default in the event of no election. The Company shall issue this communication at the start of the election period to each Election Eligible Pilot via email and posting on PFC.
2. During the election period, pilots shall have access to an online modeling tool and an election call center.
3. An Election Eligible Pilot shall have the ability to make an election, or change the

election, an unlimited number of times during the election window.

4. Elections shall be made online or via telephone call to the election call center.
5. Within a reasonable period after the close of the election window, but no later than June 30, 2024, the Company shall issue a confirmation statement (via both electronic mail and first-class mail) to each Election Eligible Pilot confirming their election.

F. Compensation Credit Notification

No later than February 28, 2025, the Company shall provide notification of the amount of the MBCBP Compensation Credits credited to the balance of each Election Eligible Pilot as provided in Paragraph A.1.a. and 2.e.

G. Costs

The Company shall pay the costs of educating the Election Eligible Pilots on the new MBCBP, including the costs of the online interactive modeler and call center used during the election period.

H. Ongoing Implementation Measures

The parties have endeavored to capture the details necessary for the transition to, and administration of, the MBCBP as provided in Section 28 and this LOA. However, such matters remain complicated and may require additional measures. Such measures may be implemented if agreed upon in writing by the Vice President, Labor & Employment, and the Association's MEC Chairman.

I. Effective Date and Duration

This LOA shall be effective on July 31, 2023 and shall remain in full force and effect concurrent with the basic Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this MBCBP Implementation Letter of Agreement.



Jeffery Robertson
Vice President

Legal Department
Labor & Employment
3620 Hacks Cross Road
Building B, 3rd Floor
Memphis, TN 38125

Tel 901-434-8520
jeffery.robertson@fedex.com

July 31, 2023

Captain Christopher L. Norman
FedEx Master Executive Council Chairman
Air Line Pilots Association, International
1770 Kirby Parkway, Suite 300
Memphis, TN 38138

Re: Section 28.F. Retirement Bonus

Dear Captain Norman:

The parties have agreed to the following exceptions to Section 28.F. bonus eligibility as part of their July 31, 2023, Agreement:

Withdrawal of December 31, 2022, Retirement Re-Notice:

- A pilot who submitted advance written notice of planned retirement to occur December 31, 2022, and then in calendar year 2022 revoked such notice, shall be allowed to submit another advance written notice of planned retirement, provided the new planned retirement date is in the month of the pilot's 65th birthday or December 31.

Waiver of One Year Notice Requirement For Section 28.F. Eligibility Program

- Within 15 days of July 31, 2023, the Company shall announce via FCIF an "Early-Retirement Section 28.F. Eligibility Program" (the Program). This will allow certain eligible pilots to affirmatively elect to retire in a pre-determined period and still receive a Section 28.F. bonus despite not otherwise meeting the Section 28.F. 1-year notice requirement.
- Pilots eligible for this Program are pilots who are age 60 and older as of July 31, 2023, and who would otherwise meet the requirement for eligibility for a Section 28.F. bonus. This eligibility also includes pilots who are age 60 and older who (1) have already provided their Section 28.F. notice or (2) have, within twelve months prior to July 31, 2023, withdrawn or failed to provide a Section 28.F. notice.
- Pilots eligible to provide a renewed 28.F. notice pursuant to the first provision of this letter may participate in this Program or elect to retain all rights provided under that provision.
- The FCIF shall include:
 - Crew positions (including pilots activated in, and/or awarded/assigned to such crew positions) eligible to participate in this Program based on Company staffing needs.
 - An initial estimate of the number of retirements by crew position that will be permitted per month under this Program as well as the program's end date based on Company staffing needs;
 - A Company designee whom an eligible pilot may email to elect to participate in this Program and a time period in which to email that designee.

Captain Chris Norman
July 31, 2023
Page 2

- A pilot wishing to take part in this Program shall then email that designee within the designated time period indicating their desire to participate in this program and their preferred retirement date. This email shall constitute the pilot's one-time Section 28.F. election.
- The Company shall then select pilots to participate in this Program (including month of retirement based on crew position) in seniority order.
- In addition to the above, pilots who as of July 31, 2023, have already provided a Section 28.F. retirement notice to occur between January 1 and May 31, 2024, but are not otherwise eligible for the Program based on crew position, may within the election period detailed above, email the Company designee and, on a one-time basis, change their Section 28.F. notice to retire to a new, earlier date in a different month.
- A pilot may not revoke the pilot's election notice once provided. If a pilot is not selected in the Program, the pilot's election notice is considered null and void and, to the extent permitted by the Agreement, the pilot may then submit an End of Career Sick Leave/Advance Notice of Planned Retirement in accordance with Section 28.F.1.

Sincerely,

FEDERAL EXPRESS CORPORATION



Jeffery E. Robertson
Vice President, Labor & Employment Law

Accepted and agreed to on behalf of the Air Line Pilots Association:

Captain Christopher L. Norman
Chairman, FedEx ALPA MEC