

PILOT BENEFIT REVIEW BOARD CHARTER

1. Federal Express Corporation (the "Company") shall appoint six (6) persons who may serve on the Pilot Benefit Review Board ("PBRB"). The Air Line Pilots Association, International/FedEx Master Executive Council (the "Association") shall appoint ten (10) persons who may serve on the PBRB. With respect to any claim properly brought before the PBRB, as provided below, six (6) persons shall be empanelled, and such panel shall be comprised of three (3) of the Company's appointees and three (3) of the Association's appointees. The PBRB shall be formed pursuant to and shall have only that authority set forth in the collective bargaining agreement between the Company and the Association dated November 2, 2015 (the "Agreement") or any such successor collective bargaining agreement between the Company and the Association under which the continued existence of the PBRB is contemplated.
2. The PBRB shall be empowered to hear any claim properly brought before it by a Claimant (as defined in Section 27.A.6. of the Agreement (other than an alternate payee or alternate recipient, as those terms are defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"))) whose claim for benefits has been denied in whole or in part under any of the plans listed in Section 27.A.1. and Section 28.A.1. of the Agreement (collectively, the "Plans"). For purposes of this Charter, a "Claimant" is an individual whose right to participation in one or more of the Plans arises from the Agreement or any such successor collective bargaining agreement between the Company and the Association under which such individual's participation in the Plans is contemplated.
3. No later than one hundred twenty (120) days following the date of the final appeal decision by the appropriate claims paying administrator, such Claimant whose final appeal has been denied in whole or in part under any of the Plans **must make a written request to the PBRB and must send that request to the following address:**

Air Line Pilots Association, International
FedEx Master Executive Council
1770 Kirby Parkway, Suite 300
Memphis, TN 38138
Attn.: Benefits Department

A Claimant may submit to the PBRB a written statement detailing the reasons that the Claimant believes the claims paying administrator's final decision should be overturned and may submit any additional information that the Claimant wants to have made part of his or her appeal file. **The Claimant must complete the PBRB Claim Submission Form and it must be postmarked no later than 120 calendar days from the date of the applicable vendor's final appeal denial letter.**

A Claimant may also request, in writing, an extension of the one hundred twenty (120) day filing deadline by describing the circumstances that warrant an extension. The PBRB may, by majority vote, extend the filing deadline in order to provide a full and fair review of the Claimant's appeal. A "deadlock" on the question of whether to extend the deadline shall be considered a denial of the Claimant's request to extend the deadline.

4. Upon the Claimant's written request for PBRB review, the Company shall provide the Association a complete copy of all related documents in the possession or control of the applicable claims paying administrator regarding its final decision, including but not limited to all documents reviewed by the claims paying administrator in connection with its final decision ("administrative record"). The Claimant will be provided a copy of all related documents if such request is made on the PBRB Claims Submission Form. The PBRB may refer any questions regarding a Claimant's appeal or its disposition to the Company for review and response.
5. The PBRB shall remand for review by the appropriate claims paying administrator: (1) any written statements or documentation submitted by the Claimant supplementing the administrative record, or (2) any additional information or documentation which is discovered, if such additional information or documentation could affect the disposition of the claim. Such review upon remand shall be conducted within ten (10) business days unless the claims paying administrator provides written notice to the PBRB that the review cannot be completed in that period of time, in which case the claims paying administrator shall be granted an additional ten (10) business days in which to complete the review. After such review, the Claimant shall be notified of the decision, and if the claim continues to be denied in whole or in part, the Claimant shall be entitled to begin again the procedures described in Paragraph 3 (above). If the review requested by the PBRB under this Paragraph is not completed within the specified time limits: (a) the PBRB shall grant an extension of the period allowed for the PBRB review of the claim, or (b) at the Claimant's request, the Claimant shall be entitled to proceed as if there were a deadlock vote of the six-member panel, as described in Paragraph 10 (below).
6. The PBRB shall establish a schedule for meetings and may convene meetings at its discretion. The PBRB may cancel any scheduled meeting at which there is no business to conduct. The foregoing to the contrary notwithstanding, the PBRB shall meet at least as often as required in order to render decisions on each Claimant's request for review within 120 days of the date on which such Claimant presented his or her written request for review to the PBRB. The six-member PBRB panel may convene its meetings either in person or by telephone conference, and shall designate an individual to record the minutes of each meeting. PBRB members may have counsel or staff present during PBRB

meetings; however, no Claimant shall be permitted to attend six-member PBRB meetings.

7. A majority of the members of the six-member PBRB panel which is seated with respect to a particular claim or claims shall constitute a quorum for that meeting. Each member of the six-member PBRB panel shall have one (1) vote with respect to any matter brought before the PBRB. In the event that one member is absent from a meeting, such member may give his proxy to another member. Proxies must be in writing. Except as otherwise provided in this Charter, a vote by a majority of the members of the six-member PBRB panel who are present at a meeting (including those members who have given proxies to other members) shall be sufficient to render a decision on the matter before the PBRB. The PBRB shall issue a written decision within thirty (30) days following its vote. A PBRB appointee must recuse himself from hearing any matter for which such appointee cannot render a fair and impartial decision.
8. The PBRB shall keep or cause to be kept records of its proceedings and decisions and shall keep such other records and data as may be necessary for the proper administration of its duties.
9. In the event of the death, resignation, inability or refusal of any appointee to serve or continue to serve as a member of the PBRB, the vacancy created shall be filled by appointment from the group (Company or Association) from which the vacancy arose.
10. In the event of a deadlock vote of a six-member panel, the PBRB shall convene as a seven-member panel (i.e., a six-member panel and a neutral chairman) and conduct an evidentiary hearing, at which the Claimant and the representatives of the plan administrator(s) will be given the full opportunity to present all witnesses, documents, other evidence, and arguments necessary to set forth their case before the neutral arbitrator in accordance with Paragraph 14 (below).

The neutral arbitrator shall be selected from a panel of arbitrators designated jointly by the Company and the Association. Such panel shall be comprised of members of the National Academy of Arbitrators and experienced in both airline arbitration and pension or other relevant employee benefit issues. Vacancies on the panel of neutral arbitrators shall be filled pursuant to the terms of the Agreement.

The decision by the PBRB, as chaired by the neutral arbitrator, with respect to matters brought before it shall be of the same force and effect as though made by the PBRB, and the PBRB shall issue a written decision of such vote, signed by both the Company and the Association, within thirty (30) days following the vote.

A Claimant, representative of an incapacitated Claimant, or beneficiary of a deceased Claimant who duly authorizes a representative other than legal counsel

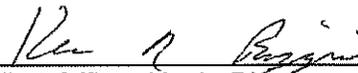
to represent such individual before the neutral arbitrator shall not be entitled to a new hearing by reason of inadequacy of representation.

11. The PBRB shall, subject to the terms of the Agreement and the requirements of the ERISA and the Internal Revenue Code of 1986, as amended (the "Code"), have the right, power and authority to construe any ambiguity in and interpret any provision of the Plans, including plan provisions governing eligibility to participate and receive benefits, and supply any omission or reconcile any inconsistency therein in such manner as it deems appropriate in accordance with the purpose and intent of the Plans. The decision of the PBRB in matters within its purview shall be final, binding and conclusive upon the Claimant, the Company and the Association, provided, however, that all decisions of the PBRB shall be uniformly and consistently applied to all Plan participants in similar circumstances, and the PBRB shall have no power to administratively modify the substantive terms of the Plans, or to waive or fail to apply any requirements of eligibility for participation or for benefits under the Plans. The foregoing to the contrary notwithstanding, nothing in this Charter shall prohibit the remaining named fiduciaries of the Plans referenced herein from seeking appropriate judicial or other relief with respect to any decision rendered by the PBRB which is in contravention with or which violates the terms and provisions of the Agreement, ERISA, the Code, or the Plans themselves.
12. The Company shall indemnify and hold harmless the Company's and Association's appointees to the PBRB, and each of them, from any and all liability arising from the effects and consequences of their good faith acts, omissions and conduct in their official capacity with respect to the Plans and the administration thereof, except to the extent that such liability shall result from their own willful misconduct or gross negligence.
13. Normal trip removal procedures, as described in Section 18.A.1 of the Agreement, will be followed to insure the presence of the Association appointees to the PBRB.
14. The determination of the appropriate level of deference that should be provided to the final decisions under the Plans issued in the claims process established by the Claims Paying Administrators in a given case will be determined by the PBRB itself, if necessary to resolve the particular appeal, on a case-by-case basis, based upon the PBRB's determinations regarding the facts of the case, the nature of the issues raised in the claim before the PBRB (e.g., in cases involving claim denials based on determinations of medical necessity, including but not limited to behavioral health claims, the PBRB shall afford the underlying decision a substantial degree of deference as is customary in judicial review in ERISA matters), the relevant language of the Agreement, the relevant language of the plan documents, the PBRB Charter, and any applicable law.

15. The Company and the Association, by mutual agreement, may adopt such other rules and procedures that they deem necessary or convenient for the PBRB to transact its business.

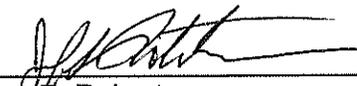
Agreed this 21st day of September 2018:

For the Association:



First Officer Kevin Biggins
Chairman, Pilot Benefit Review Board
Air Line Pilots Association

For Federal Express Corporation:



Jeffrey E. Robertson
Managing Director, Labor Relations

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