

Details about your future FedEx Freight and/or Federal Express Corporation agreement(s)

Reference is made to our existing transportation Agreement(s), including, as applicable, all exhibits, schedules, appendices, addenda, or statements of work related thereto (collectively, the "Original Agreement(s)").

As you may be aware, as of the Effective Date, FedEx Freight, Inc. is a subsidiary of Federal Express Corporation ("FEC"). The parties understand and agree that a spinoff of FedEx Freight, Inc. is intended to occur within the term of the Agreement pursuant to which FedEx Freight, Inc. will become a separate entity from FEC ("Spinoff"). Notwithstanding any other provision contained in the Agreement, the parties acknowledge that the Spinoff will result in a change of ownership and voting control of FedEx Freight, Inc. and agree such Spinoff shall not trigger any default, right of termination, or need for additional notice or consent that may otherwise be required due to any non-assignment or change of control provisions in the Agreement. It is the intent of the parties that after the Spinoff, the Agreement will continue in effect with FedEx Freight, Inc.

In connection with the Spinoff, we hereby request, and you hereby do, consent to the assignment of the interests, rights, and obligations under the Original Agreement(s) that are solely related to FedEx Freight, Inc. (collectively, the "Assigned Rights and Obligations") from Federal Express Corporation and/or FedEx Freight, Inc. as a subsidiary of Federal Express Corporation to FedEx Freight, Inc. as a separate entity, immediately prior to the Transaction, and the subsequent change of control to FedEx Freight, Inc. upon the close of the Spinoff. To the extent applicable, all other interests, rights, and obligations under the Original Agreement(s) that are not Assigned Rights and Obligations shall remain in full force and effect between Federal Express Corporation and you. As of the closing of the Spinoff, Federal Express Corporation shall have no further liability with respect to such Assigned Rights and Obligations. Any action taken by FedEx Freight, Inc. with respect to the Assigned Rights and Obligations shall be effective only with respect to FedEx Freight, Inc. and the Assigned Rights and Obligations and shall in no way (i) operate as an amendment, waiver or termination of the Original Agreement(s) as it applies to Federal Express Corporation, or (ii) affect Federal Express Corporation's ability to enforce the Original Agreement(s) as it applies to the rights and obligations retained by Federal Express Corporation.

By tendering a shipment to FedEx Freight, Inc. on or after the Effective Date, you hereby agree to the assignment in accordance with the terms stated herein and hereby waive any rights you have under the Original Agreements to declare any default under the Original Agreements, or accelerate any rights under the Original Agreements solely as a result of the assignment. The terms and conditions of the Original Agreement(s) will continue in full force and effect and, except for the Assigned Rights and Obligations,

remain unchanged as a result of the Spinoff. If the Spinoff does not close, this assignment will be of no force and effect.