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94-0800

AMENDED AND RESTATED
LAND LEASE AGREEMENT

FEDERAL EXPRESS CORPORATION

THIS AMENDED AND RESTATED LAND LEASE AGREEMENT with Federal Express Corporation made and entered into this 20 day of AUGUST, 1993, by and between the Indianapolis Airport Authority, a municipal corporation, existing under and by virtue of the laws of the State of Indiana, (hereinafter called "AUTHORITY"), and Federal Express Corporation, a Delaware corporation with its principal offices in Memphis, Tennessee, and authorized to do business in the State of Indiana, (hereinafter called "LESSEE"),

W I T N E S S E T H:

WHEREAS, AUTHORITY owns and operates the Indianapolis International Airport, (hereinafter called "Airport"), located in Marion County, Indiana; and

WHEREAS, LESSEE is a corporation primarily engaged in the business of providing nationwide door-to-door transportation of time sensitive cargo; and

WHEREAS, AUTHORITY has right, title and interest in and to the real property on the Airport, together with the facilities, easements,