

AMENDMENT NO. 1  
TO  
AMENDED AND RESTATED  
LAND LEASE AGREEMENT

This Amendment No. 1 to the Amended and Restated Land Lease Agreement dated August 20, 1993, made and entered into this 21 day of OCT, 1994 by and between the Indianapolis Airport Authority, an Indiana municipal corporation (hereinafter called "AUTHORITY"), and Federal Express Corporation, a Delaware Corporation authorized to do business in the State of Indiana ("hereinafter called "Lessee");

WITNESSETH:

WHEREAS, AUTHORITY and LESSEE have entered into an Amended and Restated Land Lease Agreement dated August 20, 1993 ("Lease Agreement"); and,

WHEREAS, LESSEE is expanding its distribution and sort facilities utilizing Special Facilities Revenue Bonds, Series 1994; and,

WHEREAS, in connection with the issuance of such Bonds, AUTHORITY and LESSEE desire to amend the Lease Agreement to modify the area of the Leased Premises and the rental rate calculation due to the deletion of approximately 43.76 acres from the Leased Premises and the inclusion of such 43.76 acres in the premises leased pursuant to Special Facilities Lease Agreement dated as of October 1, 1994 between AUTHORITY and LESSEE with respect to LESSEE's expansion project;

NOW THEREFORE in consideration of the mutual covenant, payments, and other considerations herein contained, AUTHORITY and LESSEE agree that Article I Leased Premises and Article V - Rentals, Fees and Records be deleted and the following substituted therefor:

SECTION 1:

ARTICLE I - LEASED PREMISES

A. DESCRIPTION OF LEASED PREMISES

The Leased Premises shall include the real estate located at Indianapolis International Airport in Marion County, Indiana, described as Parcel "C" on the attached Exhibit "A", dated October 11, 1994, which Parcel "C" contains approximately 56.24 acres (2,449,814 square feet) and any improvements thereon, including the right of ingress thereto and egress therefrom.

B. EXPANSION AREA - OPTION

LESSEE is granted an option to lease that parcel of real property lying contiguous to and southwest of the Leased Premises which is more particularly identified as Parcel "D" on the attached Exhibit "A", dated October 11, 1994, which Parcel "D" contains approximately 37.64 acres (1,639, 656 square feet) ("expansion area"). LESSEE may elect to exercise said option to lease part or all of said expansion area during the term hereof by giving AUTHORITY written notice of such election. LESSEE shall start paying the additional rent therefor ninety (90) days after exercise of the option as provided in Article V, C. Exercise of the option for part of the expansion area shall not terminate the option as to the remainder of the expansion area. At any time prior to the exercise of such option, AUTHORITY may give LESSEE written notice of its intent to lease, use, or otherwise dispose of said expansion area or any part thereof specifying therein the nature of use for which the premises are intended. Upon receipt of such written notice, LESSEE

shall have ninety (90) days to notify AUTHORITY if it intends to exercise its option to lease the premises specified in AUTHORITY's notice and to begin paying the appropriate additional rental therefor. In the event such election is not made within said ninety (90) day period, the option of LESSEE to lease the specified premises shall terminate, provided, however, if the transaction contemplated in AUTHORITY's notice to LESSEE is not consummated within one (1) year of AUTHORITY's notice to LESSEE, the option to lease the specified area reverts back to LESSEE. Rent will be tendered by LESSEE ninety (90) days after exercise of the option.

C. EXPANSION AREA - LEASED

Any portion of the expansion area with respect to which LESSEE's option is exercised shall become a part of the Leased Premises, shall be subject to the terms of this Lease and shall not serve to extend the lease term.

ARTICLE V - RENTALS, FEES AND RECORDS

During the term hereof, LESSEE shall pay to AUTHORITY rentals for the Leased Premises according to the following schedule:

A. LEASED PREMISES

September 1, 1992 thru December 31, 1996

Leased Premises

Ground Rent	2,449,814 sq. ft.	@ \$.152	=	
	ANNUAL RENT			\$372,371.73
	MONTHLY RENT			\$31,030.98