



Sensitive Security Information

Security Indemnification Addendum

Attachment 3

This Security Indemnification Addendum (referred to as "Addendum") is entered into as of July 1, 2014 by and between United Parcel Service Co. (referred to as "UPS Airlines") and JCPS (referred to as Authorized Representative").

Whereas, UPS Airlines and Authorized Representative have heretofore entered into a contract dated July 1, 2014 (referred to as "Agreement" and the defined terms therein being used with the same meaning).

Whereas, UPS Airlines and Authorized Representative agree to modify and amend the Agreement as follows:

Notwithstanding anything to the contrary in the Agreement, UPS Airlines and Authorized Representative (referred to individually as a "Party" or together as the "Parties") agree that to perform Authorized Representative's obligations under the Agreement, Authorized Representative's officers, directors, and employees may require unescorted access to secure areas of local airport property, such property being governed by the Transportation Security Administration (referred to as "TSA"), local airport authority, and UPS Airlines security regulations, rules and procedures.

To the extent of Authorized Representative's negligence or willful misconduct, to the extent permitted by Kentucky law the Authorized Representative agrees to indemnify and hold UPS Airlines harmless for all fines, fees, civil penalties, or other charges, and for any losses, claims and liabilities whatsoever, in each case including but not limited to attorney fees, arising from:

- 1. UPS Airlines conducting criminal history record checks, as required by the TSA or local airport authority, for Authorized Representative employees to gain unescorted access to secure areas of local airport property;
2. Authorized Representative's officers, directors, or employees violating TSA, local airport authority, or UPS Airlines security regulations, rules, or procedures; or
3. Claims by third parties arising from the conduct of Authorized Representative's officers, directors, or employees while in secure areas of local airport property.

In all other aspects, the terms and conditions of the Agreement shall remain in full force and effect.

In Witness Whereof, the Parties hereto have caused this Addendum to be duly executed by their respective authorized officers as of the day and year first above written.

UNITED PARCEL SERVICE CO.

AUTHORIZED REPRESENTATIVE

By: [Signature]

By: \_\_\_\_\_

Its: Human Resources Manager

Its: \_\_\_\_\_

Date: 8/12/2014

Date: \_\_\_\_\_

WARNING - This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520