

MODIFICATION AND ASSIGNMENT OF LEASE

This Modification and Assignment of Lease (also herein the "Agreement") is entered into by and between Hall County, Georgia ("Assignor"), the City of Gainesville, Georgia ("Assignee"), and Corrections Corporation of America ("CCA" or "Tenant"), (the foregoing, collectively, the "Parties").

WHEREAS by that certain lease dated January 24, 2008, as amended by Amendments 1-6 (the "Lease"), Assignor as Landlord leased to CCA as Tenant the premises described in Exhibit A hereto ("Premises"); and

WHEREAS, the Parties acknowledge that the Hall County Board of Commissioners was incorrectly designated as Landlord in the Lease and agree that as of the Execution Date as defined herein the term "Landlord" as defined in the Lease shall be revised to read "Hall County, Georgia"; and

WHEREAS, subject to the terms and conditions stated herein, Assignor desires to assign said Lease to Assignee, and Assignee desires to assume, all of Assignor's rights and obligations as Landlord under the Lease, with the consent of Tenant.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, ten dollars and other valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

I. ASSIGNMENT

Subject to the Contingencies as defined in Section III hereof, the Parties agree as follows (provisions 1-5 below hereinafter the "Assignment"):

1. Assignor hereby assigns the Lease and all of its right, title and interest thereunder to Assignee and Tenant consents to such assignment. Assignee hereby accepts such assignment. Assignee shall have all of the rights of Assignor under the Lease.

2. Assignee hereby assumes and agrees to be bound by all of Assignor's obligations under the Lease. Assignee shall perform all the terms, covenants and conditions of the Lease.

3. To the extent authorized by law, Assignee shall indemnify and hold Assignor harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney's fees, arising under the Lease or relating to the Premises (collectively, the "Claims"), to the extent such Claims arise after the Assignment Effective Date as defined in Section III hereof . To the extent authorized by law, Assignor shall indemnify and hold Assignee harmless from any and all Claims, damages, expenses and liabilities of whatever nature, including attorney's fees, arising under the Lease or relating to the Premises (collectively, the "Claims"), to the extent such Claims arise prior to such Assignment Effective Date.

4. Except as specifically modified herein, the Lease will continue in full force and effect, until and unless modified by Assignee and Tenant.

5. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

II. MODIFICATION OF LEASE

Subject to the Contingencies as defined in Section III hereof, Assignor as Landlord and CCA as Tenant under the above-referenced Lease, do hereby agree and

consent to modify the Lease as follows (provisions 1-8 below hereinafter the "Modification of Lease"):

1. ARTICLE I, DEFINITIONS, Section 1.1: The definitions of "Additional Terms," "Lease Term," "Premises" and "Sheriff's Administrative Offices" shall be revised to read as follows:

Additional Terms: None.

Lease Term: Eighteen (18) Lease Years, beginning on the 17th_ day of January, 2009, and ending on the 16th day of January, 2027, subject to the provisions of this Lease.

Premises: That certain lot, tract, and parcel of land located at 622 Main Street, City of Gainesville, Hall County, Georgia 30501 and known as the Hall County Detention Center, as more particularly described on Exhibit A attached hereto, together with all plants, shrubs and trees located thereon, and together with all rights, ways and easements appurtenant thereto, and together with all Improvements and fixtures now or hereafter attached thereto, provided, however, that the Sheriff's Administrative Offices shall not constitute part of the Premises for the first nine (9) Lease Years as set forth in Section 2.1.

Sheriff's Administrative Offices: That portion of the Premises that will be occupied by Hall County, Georgia (the "County") for the first nine (9) Lease Years as set forth in Section 2.1, including (a) that portion of the Improvements comprising approximately 26,375.27 square feet and depicted on Exhibit C attached hereto; and the nine (9) parking spaces located to the right of the main entrance and in the patrol parking lot to the left of the intake sally port entrance, as shown on Exhibit C attached hereto.

2. ARTICLE II, PREMISES; CONDITIONS PRECEDENT, Section 2.1: Revise Section 2.1 to read as follows:

Landlord hereby demises and leases unto Tenant, and Tenant hereby leases and takes from Landlord, subject to and in accordance with the covenants, terms and conditions hereinafter set forth, the Premises, together with any improvements that Tenant constructs upon the Premises in accordance with the terms of this Lease and all other rights, easements and privileges appurtenant to the Premises. Notwithstanding the foregoing, the County shall continue to occupy the Sheriff's Administrative Offices for the first nine (9) Lease Years, and the Premises shall not include the Sheriff's Administrative Offices during that time period. Before expiration of the ninth Lease Year, the County shall vacate the Sheriff's Administrative Offices, removing all personal property of the County therein and leaving the Sheriff's Administrative Offices in broom clean condition. The County may also remove any fixtures in the Sheriff's Administrative Offices, provided, however, that the County shall repair at its sole cost and expense any damage caused by such removal before expiration of the ninth Lease Year. On the first day immediately following the end of the ninth Lease Year, the term "Premises" under this Lease shall automatically expand to include the Sheriff's Administrative Offices. During the first nine (9) Lease Years, the County shall have non-exclusive easements for vehicular and pedestrian ingress and egress to and from Main Street and the Sheriff's Administrative Offices over and across the parking areas on the Premises depicted on Exhibit C attached hereto and to and from the entrance to the Sheriff's Administrative Offices depicted on Exhibit C, provided, however, that the County shall minimize the disruption to Tenant's use of the Premises and comply with all security procedures and policies established from time to time by Tenant.

3. ARTICLE II, PREMISES; CONDITIONS PRECEDENT, Section 2.5: The last four sentences of Section 2.5 shall be deleted

4. ARTICLE III, TERM; Section 3.2: The second sentence of Section 3.2 shall be revised to delete the words ", or the Lease Term may be extended." The first sentence of Section 3.2(a) shall be revised to read as follows: "Tenant shall have the right to terminate the Lease at any time, for any reason or no reason, by giving Landlord at least ninety (90) days' prior written notice of such termination." The remainder of Section 3.2 (a) and Section 3.2(b) shall be deleted in their entirety.

5. ARTICLE IV, RENT; Section 4.2: The Base Rent for Lease Years 4 through 18 shall be deleted and replaced with the following:

<u>Lease Year</u>	<u>Base Rent</u>
4 (2012)	\$1,000,000
5 (2013)	\$ 825,000
6 (2014)	\$ 825,000
7 (2015)	\$ 825,000
8 (2016)	\$ 825,000
9 (2017)	\$ 825,000
10 (2018)	\$ 825,000
11 (2019)	\$ 825,000
12 (2020)	\$ 825,000
13 (2021)	\$ 825,000
14 (2022)	\$ 825,000
15 (2023)	\$ 825,000
16 (2024)	\$ 825,000
17 (2025)	\$ 825,000

18 (2026)

\$ 825,000

Delete any reference to Lease Years 19 through 30 and any Base Rent for those years.

6. EXHIBIT E, TOTAL REFUND AMOUNT DUE UPON TERMINATION: Exhibit E shall be deleted in its entirety and all references thereto shall be of no further force or effect, it being the intent of the parties that Tenant shall not be entitled to receive any refund from Landlord relating to Tenant's capital expenditures at the Premises as indicated in Exhibit E under any circumstances.

7. Section 20.13 is hereby amended to revise the Short Form of Lease that was originally attached to the Lease as Exhibit D. Such revised Short Form of Lease is hereby substituted for the Exhibit D previously attached to the Lease, and is hereby attached to this Agreement as Exhibit D.

8. Exhibit C as referenced in Section 2.1 of the Lease prior to this Agreement is hereby replaced with a revised Exhibit C to show the addition of one more parking space. The Exhibit C as attached to the Lease is herein replaced by the revised Exhibit C, a copy of which is attached to this Agreement as Exhibit C.

9. ARTICLE IX. MAINTENANCE AND REPAIRS: Delete Section 9.1 in its entirety and insert a new Section 9.1 as follows:

9.1 Tenant, at its sole cost and expense, shall maintain the Premises in good condition and repair, suffer no waste or injury (except for ordinary wear and tear), and promptly make all necessary repairs and replacements thereto. Notwithstanding the foregoing, for so long as the County continues to occupy the Sheriff's Administrative Offices, County, at its sole cost and expense, shall maintain the

Sheriff's Administrative Offices in good condition and repair, suffer no waste or injury (except for ordinary wear and tear), and promptly make all necessary repairs and replacements thereto.

Delete the last sentence of Section 9.2.

III. SPECIAL STIPULATIONS

1. Contingencies. The effective date for the Assignment and Modification of Lease ("Assignment Effective Date") shall be the earliest date on which all of the following contingencies have been satisfied (collectively, the "Contingencies"):

A. Closing of the purchase and sale transaction contemplated by that certain Commercial Real Estate Contract dated June 28th, 2012 pursuant to which Assignee will purchase the Premises from Assignor.

B. Execution of an intergovernmental service agreement between the United States Department of Homeland Security Immigration and Customs Enforcement ("ICE") and Assignee pursuant to which Assignee agrees to provide detention services for ICE detainees at the Premises ("Replacement IGSA"), or execution of an assignment of that certain intergovernmental service agreement dated March 5, 2009 between Assignor and ICE ("2009 IGSA"), pursuant to which Assignee assumes Assignor's rights and obligations thereunder. In the event that ICE and Assignee execute a Replacement IGSA, upon such execution Assignor shall provide notice of termination with respect to the 2009 IGSA in accordance with its terms.

C. Execution of a management agreement between Assignee and Tenant pursuant to which Tenant shall provide services and perform all obligations of

Assignee under the terms of a Replacement IGSA or the 2009 IGSA as assigned, as applicable ("Management Agreement"). Upon the execution of the Management Agreement, the Parties understand and agree that that certain management agreement dated December 16, 2008 between Assignor and Tenant ("2008 Management Agreement") shall automatically terminate.

2. Waiver and Release.

(a) As of the Assignment Effective Date, Assignor and Tenant forever waive and release the other from any and all claims, demands or damages, whether known or unknown, which arise from or are related to their participation as parties to the Lease and/or the 2008 Management Agreement.

(b) Tenant and Assignor certify to Assignee that as of the Execution Date as defined below each party has performed all obligations required of it under the Lease; no offsets, counterclaims, or defenses of either party under the Lease exist against the other, and that to the best of the parties' knowledge, information and belief no events have occurred that, with the passage of time or the giving of notice, would constitute a basis for such offsets, counterclaims, or defenses. Tenant and Assignor make this certificate with the knowledge that it will be relied upon by Assignee in agreeing to assumption of the Lease.

3. Base Rent Payment for 2012. Notwithstanding anything in this Agreement to the contrary, the Parties agree that effective as of the date of execution of this Agreement ("Execution Date") ARTICLE IV, RENT; Section 4.2 of the Lease shall be revised to reflect a Base Rent Payment of One Million Dollars (\$1,000,000) for Lease Year 4 (2012) and Tenant shall remit such payment to Assignor on or before June 30, 2012.

IN WITNESS WHEREOF, this Agreement is executed under seal on this 28th
day of June, 2012.

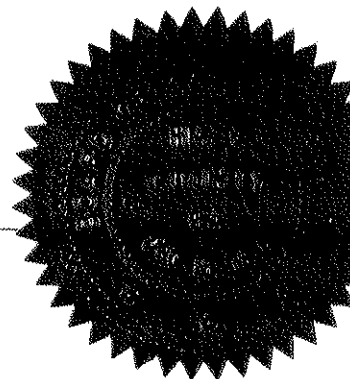
Executed in the
presence of:

[Signature]
Signature of witness

ASSIGNOR

HALL COUNTY, GEORGIA

By: Billy Powell
Chairman



ASSIGNEE

CITY OF GAINESVILLE, GEORGIA

By: [Signature] (Seal)
Mayor

Attest: Denise Jordan
Denise Jordan, City Clerk

TENANT

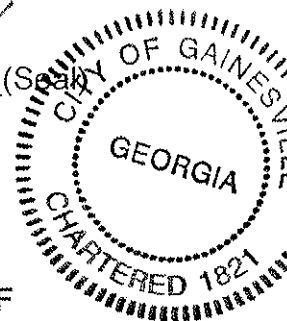
CORRECTIONS CORPORATION OF
AMERICA (CCA)

By: _____ (Seal)

Name: _____

Title: _____

Attest: _____



IN WITNESS WHEREOF, this Agreement is executed under seal on this 28TH
day of JUNE, 2012.

Executed in the
presence of:

[Signature]
Signature of witness

ASSIGNOR

HALL COUNTY, GEORGIA

By: Bill Powell
Chairman



ASSIGNEE

CITY OF GAINESVILLE, GEORGIA

Signature of witness

By: _____ (Seal)
Mayor

TENANT

CORRECTIONS CORPORATION OF
AMERICA (CCA)

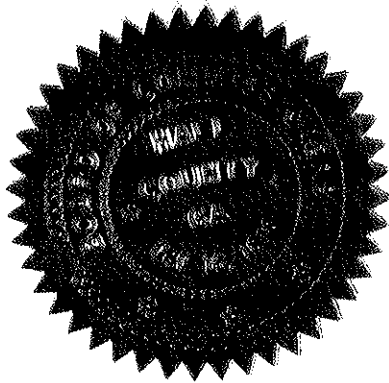
July 2, 2012 By: Natasha K. Metcalf (Seal)


Name: Natasha K. Metcalf
Title: Vice President, Partnership Development
Attest: [Signature]

STATE OF GEORGIA
COUNTY OF HALL

This is to certify that I am the Clerk of the Hall County, Georgia Board of Commission. As such, I keep its official records, including its minutes, and in that capacity do certify that this Agreement was adopted by the Hall County Board of Commissioners on the 28TH day of JUNE, 2012. Documentation of such action was recorded in the official minutes of the Hall County, Georgia Commission on the 28TH day of JUNE, 2012.

Witness of my official signature and seal this 28TH day of JUNE, 2012.




County Clerk

378026-1
20052.102
6/21/12

EXHIBIT A

DESCRIPTION OF PREMISES

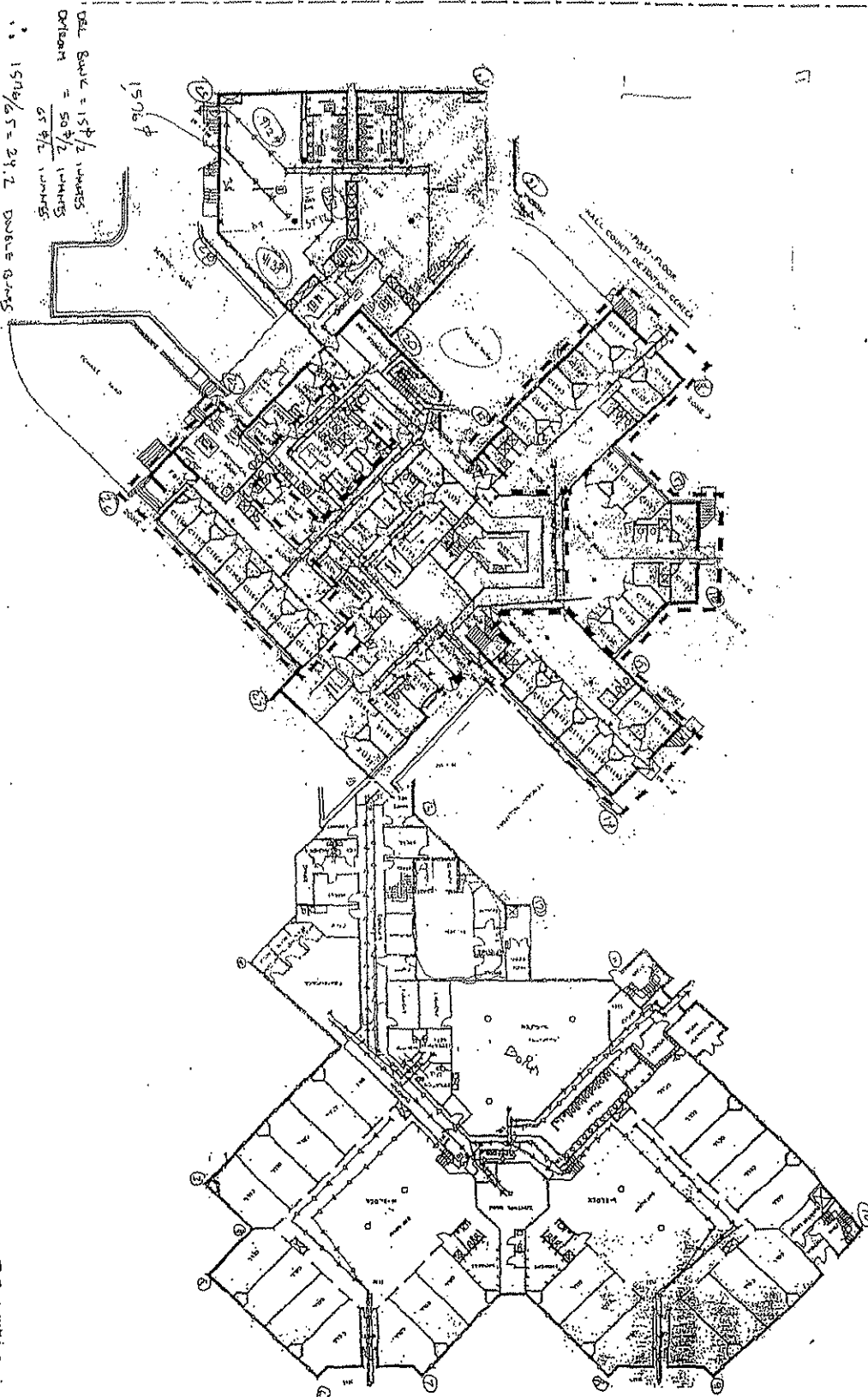
Exhibit A – Legal Description

ALL that lot, tract and parcel of land, lying situate and being in the City of Gainesville, Hall County, Georgia, consisting of 4.097 acres, being the location of Main Street School and the adjoining grounds, all as shown by a plat prepared for Hall County by Owen Patton, Georgia Registered Land Surveyor, dated January 18, 1978, which plat is by reference made a part hereof.

As shown by plat above referred to, subject property is more particularly described as follows:

BEGINNING at an iron pin corner on the northwest intersection of the rights of way of Main Street and Banks Street in said City, running thence along the northwestern right of way of Banks Street, South 62° 12' West 426.80 feet to an iron pin corner, located at the intersection of said right of way with the northeastern right of way of Grove Street; thence along said right of way of Grove Street the following bearings and distances: North 24° 21' West 157.42 feet to a point; North 24° 21' West 39.28 feet to a point; North 24° 35' West 249.11 feet to an iron pin corner at the intersection of said right of way with the southeastern right of way of Parker Street; running thence along said right of way of Parker Street, North 64° 20' East 389.47 feet to an iron pin corner at the intersection of said right of way with the southwestern right of way of Main Street; running thence along the southwestern right of way of Main Street the following bearings and distances: South 29° 28' East 239.75 feet to a point; South 27° 23' East 41.02 feet to a point; South 29° 48' East 149.83 feet to the point of beginning.

This Deed is intended to convey all the lands that are bounded by the above named rights of way of Banks Street, Grove Street, Parker Street and Main Street and further, it is expressly intended to include all of the former or present right of way of what was formerly known as West College Avenue as bounded by Main Street and Grove Street.

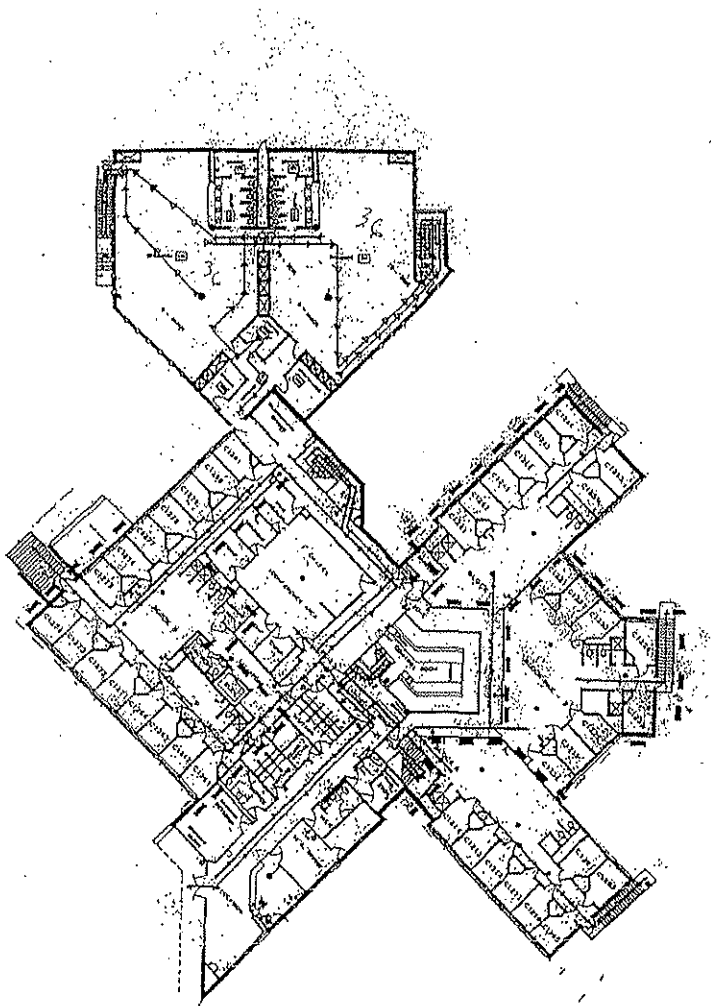


• • 15'0"/6"5" = 29.2 Double Glass
- 40 8005

DELL BALK = 15'0"/2 UNITS
DRINK = 50'0"/2 UNITS
65'0"/2 UNITS

EXISTING FIRST FLOOR
1" = 400'





EXISTING SECOND FLOOR
1" = 400'



EXHIBIT “B”

(PURPOSELY OMITTED)

EXHIBIT C

Sheriff's Administrative Offices

LEASE AGREEMENT FOR SHERIFF'S ADMINISTRATIVE OFFICES

This Lease is made and entered this 28th day of June, 2012, between **THE CITY OF GAINESVILLE, GEORGIA**, a municipal corporation duly chartered by the State of Georgia, hereinafter referred to as "Lessor", and **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "Lessee".

WITNESSETH:

1. **Premises.** Lessor, for and in consideration of the sale and conveyance of the property known as 622 Main Street, located in the City of Gainesville, Hall County, Georgia ("Premises") to Lessor by Lessee and the within covenants and agreements, has leased, and does hereby lease, to Lessee, to be used as Sheriff's Administrative Offices that portion of the Premises designated as such and containing approximately 26,375.27 square feet, including use of the common entrance, exit and certain specified parking areas, as shown and delineated on Exhibit "1" attached hereto* ("Sheriff's Administrative Offices" or "Leased Premises").

2. **Term.** The term of this Lease shall commence on the date of closing of the sale of Lessee's interest in the above-described Premises to Lessor and shall terminate at the end of Lease Year 9 in accordance with the terms of the CCA Lease Agreement as defined in Section 13 hereof. Notwithstanding the foregoing, Lessee may voluntarily terminate this Lease upon the provision of 90 days written notice to Lessor. Upon termination of this Lease the Sheriff's Administrative Offices shall automatically become a part of the Premises in accordance with Section 2.1 of the CCA Lease Agreement.

*The nine (9) parking spaces located to the right of the main entrance and in the patrol parking lot to the left of the intake sally port entrance, as shown on Exhibit "1" hereto.

3. Rental. As a condition of and in consideration of the conveyance of the Premises by the Lessee to the Lessor, Lessee shall have the right to occupy the Sheriff's Administrative Offices during the term hereof without payment of additional rental.

4. Lessor's/Lessee's Specific Covenants. Lessor and Lessee do hereby further covenant and agree:

(a) Structural/Alterations. Lessee agrees that it will make no structural alterations to the Sheriff's Administrative Offices without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

(b) Maintenance and Repairs. Lessee, at its sole cost and expense, shall maintain the Sheriff's Administrative Offices in good condition and repair, suffer no waste or injury (except ordinary wear and tear), and promptly make necessary repairs and replacements thereto.

(c) Utilities. Lessor represents and warrants to Lessee that electricity, water (potable and fire), sewer, gas, cable, and telephone lines are located at the perimeter of the Premises and service through such lines is presently available to the Sheriff's Administrative Offices in the minimum amounts and capacities reasonably required to support Lessee's intended use of such space as a law enforcement facility. Lessee, at its own expense, shall arrange with the Lessor's primary tenant of the Premises, Corrections Corporation of America ("CCA"), for the provision for payment by Lessee of separate utility services for the Sheriff's Administrative Offices. Lessee shall pay the agreed percentage of all usage charges for utilities consumed on the Premises as and when such charges become due and payable in accordance with the CCA Lease Agreement.

(d) Security of Building. Lessee shall be responsible for the security of the Sheriff's Administrative Offices during the term of this Lease.

(e) Obstruction and Littering. No garbage cans, boxes, abandoned vehicles or other articles shall be placed in common areas.

(f) Utility Adjustment Prohibited. Lessee shall not interfere, or with its knowledge permit others in and about the Sheriff's Administrative Offices to interfere, with the heating or refrigeration systems, or the appliance for furnishing the same, during the term of this Lease. No electrical wiring, appliance or equipment, other than necessary security and surveillance equipment, general office equipment and computers including radio or television antennae and equipment, shall be introduced or brought on to the Lease Premises by Lessee without previous notice to, and approval, of Lessor.

(g) Advertising Prohibited. No sign, notice, or other advertisement shall be inscribed, painted, affixed, or displayed on any of the windows or doors or any other part of the outside or the inside of the Sheriff's Administrative Offices without the prior written consent of Lessor or its agents.

(h) Business Sign. Lessor shall permit Lessee to display a sign or signs, in quality and decor similar to the signs currently used by Lessee, and same shall be appropriately placed on the Leased Premises.

(i) Lessee's Obligations Upon Expiration. In accordance with the CCA Lease Agreement, before expiration of the ninth Lease Year Lessee shall vacate the Sheriff's Administrative Offices, removing all personal property and leaving the same in broom clean condition. Lessee may remove any fixtures in the Sheriff's Administrative Offices provided that Lessee repair at its sole cost and expense any damage caused by such removal before expiration of the ninth Lease Year.

(j) Ingress/Egress Easements. In accordance with Section 2.1 of the CCA Lease Agreement, during the first nine (9) Lease Years Lessee shall have non-exclusive easements for vehicular and pedestrian ingress and egress to and from the Sheriff's Administrative Offices over and across parking areas on the Premises, as more particularly described the CCA Lease Agreement, provided that Lessee shall minimize disruption to CCA's use of the Premises and not take any action in its use of the Sheriff's Administrative Offices that would compromise the security of the Premises.

5. **Habitation Stoppage.** If the Leased Premises are totally destroyed (or so

substantially damaged as to be unleaseable) by storm, fire, earthquake, or other casualty, or, if the whole of the building shall be taken or condemned by any competent authority for any public or quasi-public use or purpose or sold under threat thereof; this Lease shall terminate as of the date of such destruction or damage or taking or condemnation or sale under threat thereof. If the Lease Premises are damaged and the damage cannot be repaired in sixty (60) days, this Lease shall be terminable as of the date of damage by either party hereto giving to other written notice of termination.

6. Non-Waiver of Rights. It is further agreed that every remedy conferred upon or reserved to Lessor and Lessee by this Lease, or any existing by reason of the laws of the State of Georgia as now or hereafter in force, shall be cumulative, and that every power and remedy given in this Lease to Lessor and Lessee may be exercised by each from time to time and as often as occasion may arise. No delay or omission of Lessor or Lessee to exercise any right, power or remedy shall impair or toll the same or be construed to be a waiver of any default of Lessee or Lessor.

7. Lessee Default. If default shall at any time be made by Lessee in any of the covenants herein contained to be kept, observed and performed by Lessee, or if the leasehold interest shall be levied on under execution, or if Lessee shall be declared insolvent according to law, or if any petition in bankruptcy or for relief under any of the bankruptcy laws, as amended, shall be filed by or against Lessee, or if any assignment of Lessee's property shall be made of the benefit of creditors, or if a receiver shall be appointed for Lessee, then and in any of these cases, Lessor shall notify Lessee in writing of such default and Lessee shall have thirty (30) days after written notice thereof from Lessor to Lessee to cure default (unless such default is one that cannot reasonably be cured within thirty (30) days and Lessee shall have commenced to cure said default within said thirty (30) days); and if not cured during such respective period, Lessor may terminate this Lease. Upon the termination of this Lease at the option of Lessor aforementioned, or at the expiration by lapse of time of the term hereby leased, Lessee will at once surrender possession of the Leased Premises to Lessor, and remove all effects therefrom; and if such possession be not immediately surrendered, Lessor may forthwith re-enter said premises and repossess itself thereof

as of its former estate, and the Leased Premises shall automatically become a part of the Premises in accordance with Section 2.1 of the CCA Lease Agreement.

8. Usufruct. This Lease shall create the relationship of Lessor and Lessee between Lessor and Lessee; no estate shall pass out of Lessor. Lessee has only a usufruct not subject to levy and sale and not assignable by Lessee except by Lessor's consent. However, no change in ownership of the Lease Premises, however accomplished, shall operate to enlarge or diminish the rights of the Lessee hereunder.

9. Holding Over. If Lessee remains in possession after expiration of the term hereof, with Lessor's acquiescence and without any distinct agreement of parties, Lessee shall be a lessee at will; and there shall be no renewal of this Lease by operation of law.

10. Successors. This Lease, and all of the terms, provisions, covenants, and agreements thereof, shall inure to the benefit of and bind the heirs, executors, administrators, successors, legal representatives, grantees and assigns of the respective parties hereto.

11. Insurance.

(a) Lessor at all times during the term of this Lease, will insure and keep in effect on the Leased Premises fire insurance covering the property interest of the Lessor, written by an insurance company or companies authorized to transact business in the State of Georgia, in an amount or amounts sufficient to pay in full all losses covered thereby. Lessee shall reimburse Lessor annually for its share of the cost of such insurance on the Leased Premises but only during the pendency of this Lease. Lessor will not insure any property or interests of the Lessee in or within the building including, but not limited to, office furniture, equipment, inventory or any Lessee improvements to the building. Lessee agrees to carry such insurance at its own expense, if desired.

(b) During the term of this Lease, the Lessee shall keep the Leased Premises insured at Lessee's sole cost and expense, against claims for bodily injury and property damage under a combined limit FIVE MILLION and NO/100 DOLLARS

(\$5,000,000.00) for bodily injury and for property damage naming both Lessor and Lessee as insureds.

12. Entire Agreement. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

13. Special Stipulations.

(a) Lessor and Lessee acknowledge that Lessee entered into a lease agreement, dated January 24, 2008, for the Premises with CCA (hereinafter as amended the "CCA Lease Agreement"). The CCA Lease Agreement will be transferred and assigned to Lessor by Lessee simultaneous with the execution of this Lease, subject to the closing of the sale of the Premises by Lessee to Lessor and satisfaction of the contingencies contained in that certain Modification and Assignment of Lease dated June ²⁸~~28~~, 2012 by and between Lessor, Lessee and CCA. Lessor and Lessee further agree and acknowledge that the terms and conditions of the CCA Lease Agreement, if found to be in conflict with the terms and conditions of this Lease, shall control.

(b) The portion of the Premises currently being used by CCA as a jail or detention facility (being approximately 66,973.98 square feet of the structure housing the jail) is excepted from this Lease and is provided for in the CCA Lease Agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this the day and year first above written.

[signatures next page]

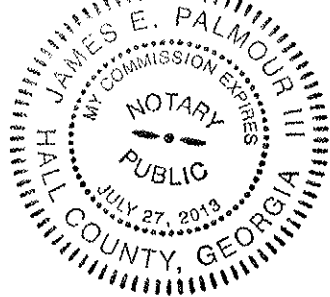
Signed, Sealed and delivered
in the presence of:

Linda L. Long

Witness

James E. Palmarosa

Notary Public



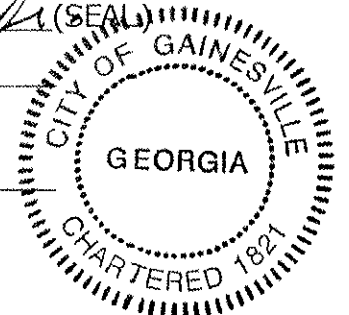
LESSOR:

CITY OF GAINESVILLE, GEORGIA

By: C. Day Dancy Jr. (SEAL)

Title: Mayor

Attest: Denise O. Jordan
Denise Jordan, City Clerk



APPROVED AS TO FORM:

James E. Palmarosa

City Attorney

Signed, Sealed and delivered
in the presence of:

Jessica D. York

Witness

Melissa McCain

Notary Public

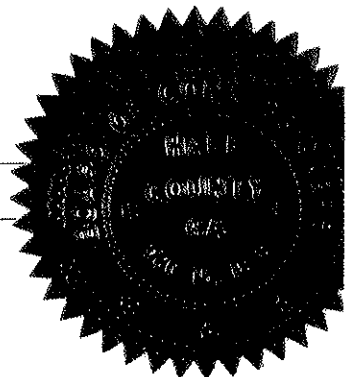
Melissa McCain
Notary Public, Hall County, Ga.
My Commission Expires
June 2, 2014

LESSEE:

HALL COUNTY, GEORGIA

By: Bill Powell

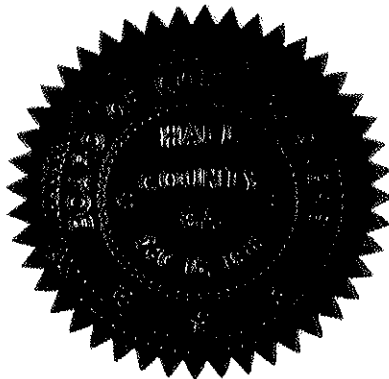
Title: Vice Chairman

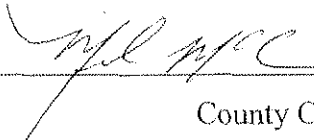


STATE OF GEORGIA
COUNTY OF HALL

This is to certify that I am the Clerk of the Hall County, Georgia Board of Commission. As such, I keep its official records, including its minutes, and in that capacity do certify that this Agreement was adopted by the Hall County Board of Commissioners on the 28TH day of JUNE, 2012. Documentation of such action was recorded in the official minutes of the Hall County, Georgia Commission on the 28TH day of JUNE, 2012.

Witness of my official signature and seal this 28TH day of JUNE, 2012.




County Clerk

378026-1
20052.102
6/21/12

EXHIBIT "1"

**(SHERIFF'S ADMINISTRATIVE OFFICES
AND PARKING SPACES**

EXHIBIT 1

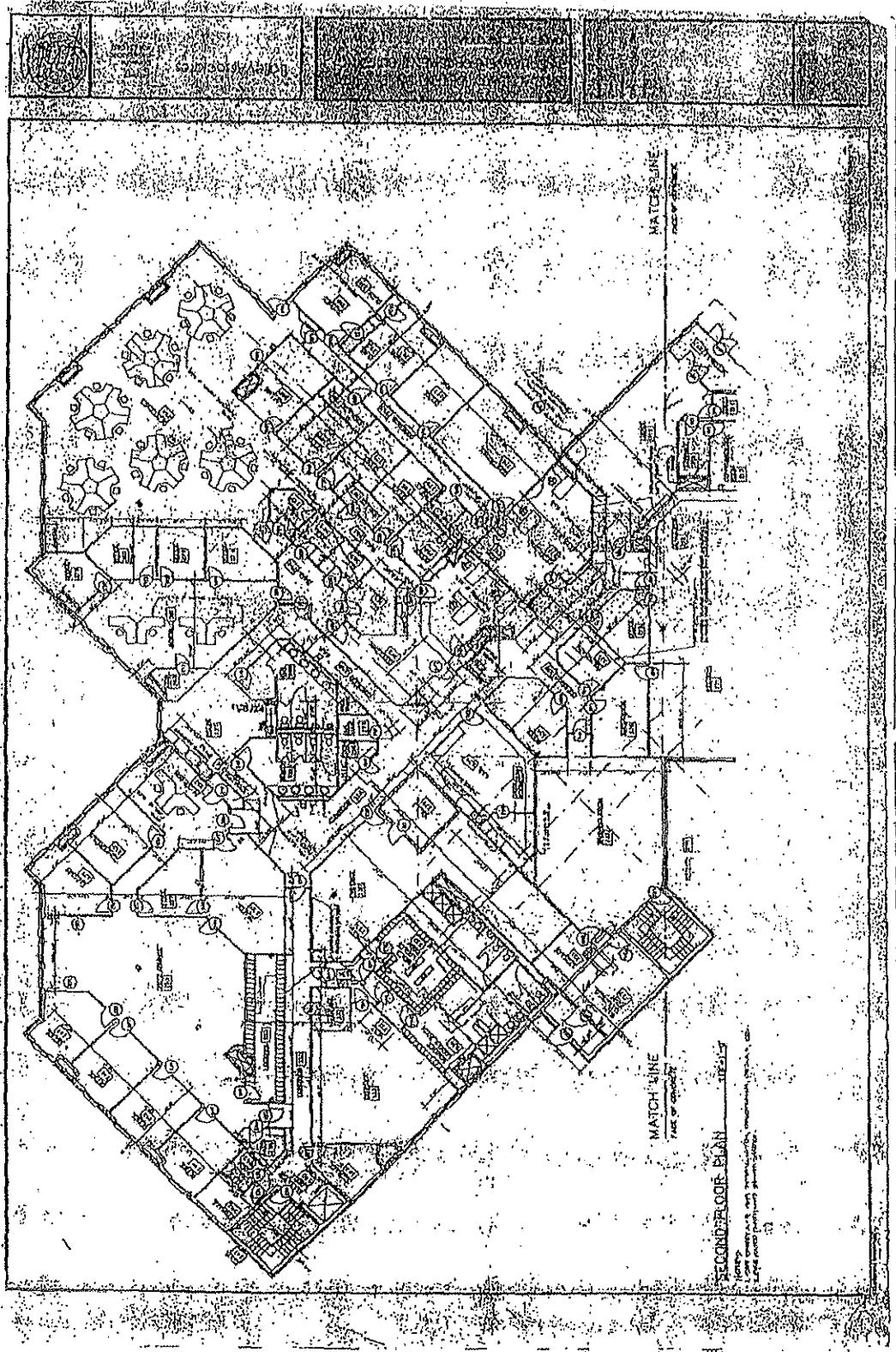


EXHIBIT I



EXHIBIT D

SHORT FORM OF LEASE

This Instrument Was Prepared By:
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424 Church Street, Suite 1750
Nashville, TN 37219

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into this 23rd day of June, 2012, by and between the City of Gainesville, Georgia (successor to Hall County, Georgia as "Landlord") and CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease dated January 24, 2008, covering certain premises described hereinafter (as amended by Amendments 1 through 6 and that certain Modification and Assignment of Lease dated June 23 2012, the "Lease"); and

WHEREAS, it is the desire of the parties hereto to enter into a Memorandum of Lease for the purpose of recording the same and giving notice of the existence of the Lease.

NOW, THEREFORE, in consideration of the rents reserved and the covenants and conditions more particularly set forth in the Lease, Landlord and Tenant do hereby represent the following:

1. Landlord has leased unto Tenant and Tenant has rented from Landlord, certain real property, and improvements thereon, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

2. The term of the Lease commenced on January 17, 2009 and shall terminate eighteen (18) years thereafter.

3. This instrument is executed for the purpose of giving public record notice of the fact of execution of the Lease, and all of the terms and conditions of the Lease and amendments and modifications thereto are incorporated by reference herein. This Memorandum of Lease shall extend to and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed these presents and set their hands and seals the day and year first above written.

LANDLORD:

CITY OF GAINESVILLE, GEORGIA

Signed, sealed and delivered

in the presence of:

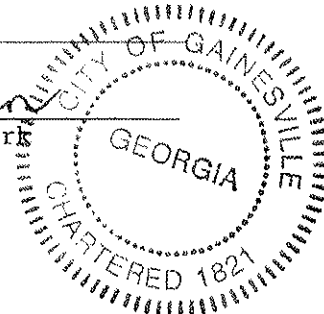
Linda L. Long
Unofficial Witness

Jamie E. Palmore
Notary Public

By: C. Danny Dunagan, Jr.
Name: C. Danny Dunagan, Jr.

Title: Mayor

Attest: Denise O. Jordan
Denise Jordan, City Clerk



IN WITNESS WHEREOF, the parties hereto have executed these presents and set their hands and seals the day and year first above written.

TENANT:

CORRECTIONS CORPORATION OF AMERICA

Signed, sealed and delivered

in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

By: _____

Name: _____

Title: _____

[INSERT TENNESSEE NOTARY]

EXHIBIT “A” TO “D”

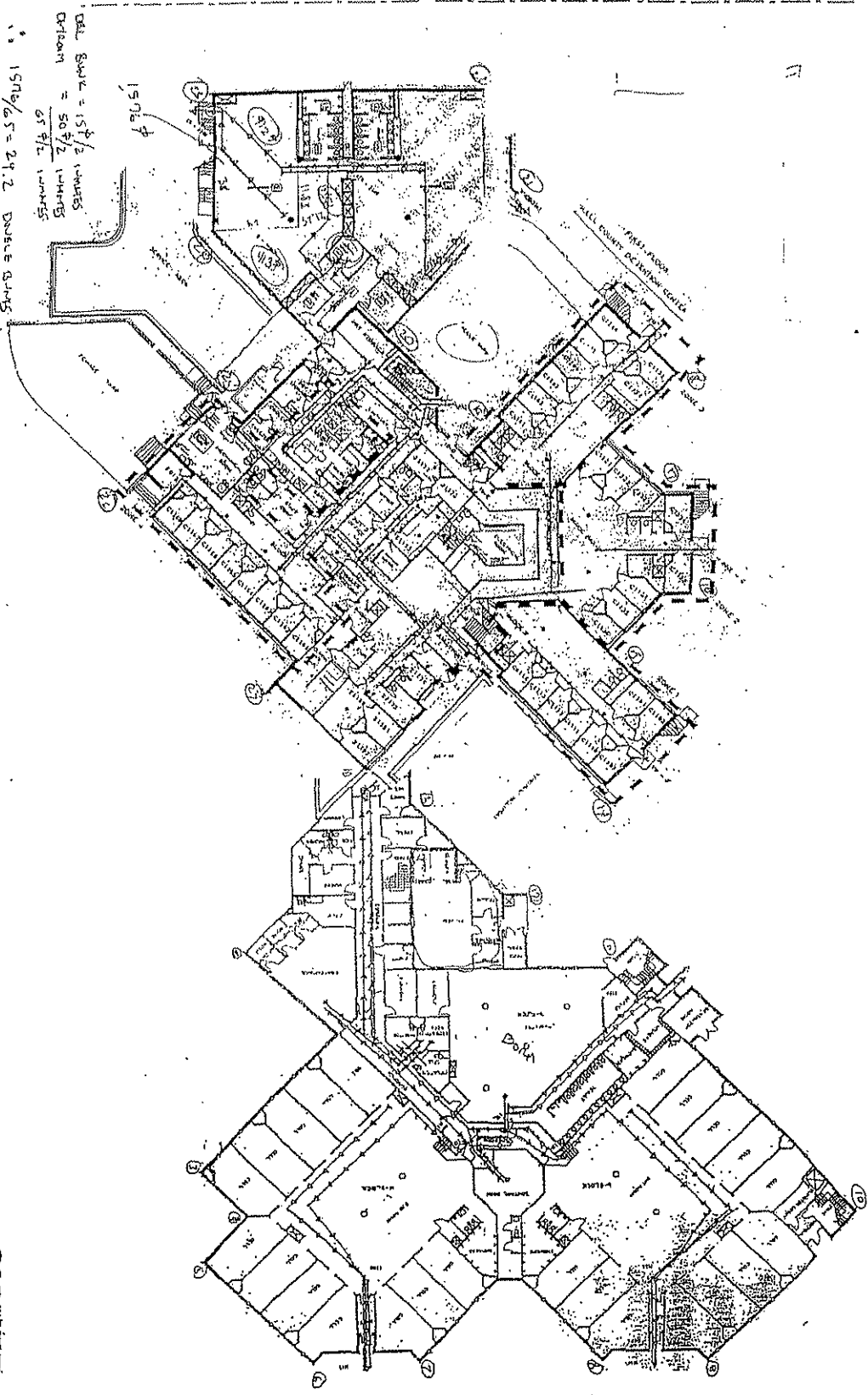
Exhibit A – Legal Description

ALL that lot, tract and parcel of land, lying situate and being in the City of Gainesville, Hall County, Georgia, consisting of 4.097 acres, being the location of Main Street School and the adjoining grounds, all as shown by a plat prepared for Hall County by Owen Patton, Georgia Registered Land Surveyor, dated January 18, 1978, which plat is by reference made a part hereof.

As shown by plat above referred to, subject property is more particularly described as follows:

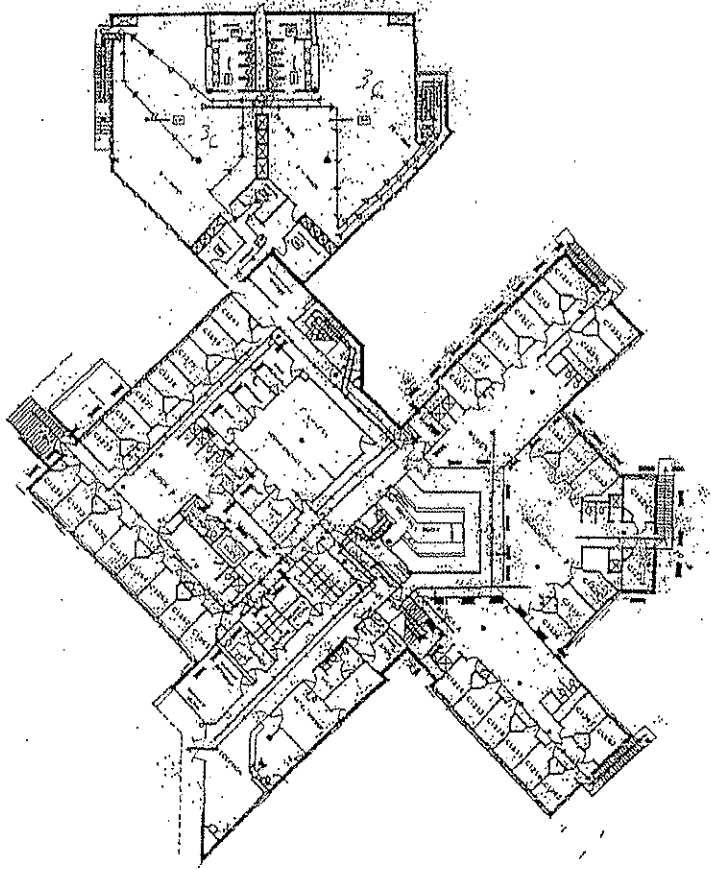
BEGINNING at an iron pin corner on the northwest intersection of the rights of way of Main Street and Banks Street in said City, running thence along the northwestern right of way of Banks Street, South 62° 12' West 426.80 feet to an iron pin corner, located at the intersection of said right of way with the northeastern right of way of Grove Street; thence along said right of way of Grove Street the following bearings and distances: North 24° 21' West 157.42 feet to a point; North 24° 21' West 39.28 feet to a point; North 24° 35' West 249.11 feet to an iron pin corner at the intersection of said right of way with the southeastern right of way of Parker Street; running thence along said right of way of Parker Street, North 64° 20' East 389.47 feet to an iron pin corner at the intersection of said right of way with the southwestern right of way of Main Street; running thence along the southwestern right of way of Main Street the following bearings and distances: South 29° 28' East 239.75 feet to a point; South 27° 23' East 41.02 feet to a point; South 29° 48' East 149.83 feet to the point of beginning.

This Deed is intended to convey all the lands that are bounded by the above named rights of way of Banks Street, Grove Street, Parker Street and Main Street and further, it is expressly intended to include all of the former or present right of way of what was formerly known as West College Avenue as bounded by Main Street and Grove Street.



EXISTING FIRST FLOOR
1" : 400'





EXISTING SECOND FLOOR
1" = 400'



EXHIBIT “E”

(DELETED IN ITS ENTIRETY)