

STATE OF OHIO LICENSE AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of December 29, 2011 is made and entered into by and between CCA Western Properties, Inc. having its office at 10 Burton Hills Boulevard, Nashville, Tennessee 37215 (hereinafter known as the "Licensor") and the STATE OF OHIO, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, (the "State") for and on behalf of the State of Ohio, Office of Information Technology, Multi-Agency Radio Communication System, (the "Agency"), State and Agency collectively referred to herein as "Licensee".

WHEREAS, the Licensor hereby warrants that it has full power and authority to enter this Agreement; and

WHEREAS, the Licensee desires to obtain from the Licensor, access rights to certain areas of the Lake Erie Correctional Institution, located at 501 Thompson Road, Conneaut, Ohio 44030 (herein the "Licensor's Property"), owned and operated by Licensor pursuant to a contract between the State and Licensor known as Contract Number CSP901412, dated August 31, 2011 (the "Contract") to maintain the MARCS equipment listed on Exhibit A attached hereto (the "Licensee's Equipment"); and

WHEREAS, this Agreement is to be effective upon transfer of title of Licensor's Property from the State; and

WHEREAS, the Licensor agrees to grant the access rights on the terms set forth below together with the ability to operate and maintain the Licensee's Equipment;;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, and terms and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Use of Premises.

The Licensor does hereby grant unto Licensee a license to access Licensee's Equipment, so that Licensee may operate, maintain, repair, replace, secure, service and access Licensee's Equipment (the "Access License"). Furthermore, Licensor covenants it will not convey any interest in Licensee's Equipment, or perform any act or operation, that would interfere with Licensee's access rights granted herein. Licensee shall be permitted to enter and exit the Licensor's Property along the route determined by Licensor upon Licensee's arrival to access Licensee's Equipment, 24 hours a day, seven days a week, over and across any lands of the Licensor for the purposes listed herein. Licensee shall abide by Licensor's security guidelines as may be from time to time established by Licensor. Licensee may not transfer this Agreement or Access License by assignment or sublicense or otherwise. The parties acknowledge and agree that this Access License is being granted solely to operate, maintain, repair, replace, secure, service and access the Licensee's Equipment.

2. Term.

This Agreement shall be effective December 30, 2011 and shall terminate at the earlier of (i) the expiration of the Operation, Management and Purchase of Correctional Facilities

Contract, Number CSP901412, (eff.8/31/11), or (ii) until such time the State no longer operates the MARCS program.

3. Consideration.

Consideration is the mutual benefit to the parties by having the Licensee's Equipment located on the Licensor's Property.

4. Construction/Maintenance.

- (A) Licensee agrees that Licensee's Equipment shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved by Licensee in a clean and safe condition and in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines. In the event of damage to Licensee's Equipment, Licensee shall elect to either repair any damage to Licensee's Equipment or remove Licensee's Equipment.
- (B) Licensee shall, prior to the commencement of any work permitted hereunder, provide Licensor with reasonable advance notice for coordination of scheduling with Licensor's secured facility, comply with Licensor's security guidelines and obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work, if necessary.
- (C) Licensee may not add any additional MARCS equipment to Licensor's tower without Licensor's prior written approval, which may not be unreasonably withheld. Prior to any upgrades or replacements of Licensee's Equipment, Licensee shall provide Licensor with a certification that the structural capability of the tower structure has been analyzed and that the tower structure and proposed equipment to be attached thereto meet all established criteria.
- (D) Licensee agrees that Licensee's Equipment shall be operated in accordance with Federal Communications Commission regulations and shall not interfere with other equipment on the tower or Licensor's Property.
- (E) Licensee shall remove all of Licensee's Equipment at its sole expense, except as provided for herein, on or before the expiration or earlier termination of this Agreement and shall make any necessary repairs to Licensor's Property, relating to the removal of the Licensee's Equipment, to leave it in good condition.
- (F) Licensee covenants for itself, its personal representatives, heirs, successors, assigns, and any of its employees, agents, or independent contractors, that at no time during the term of this Agreement will it manufacture, process, distribute, use, treat, store, dispose, transport, or handle, or emit, discharge, release or threaten the release into the environment, from, on or about the leased premises, any pollutant, contaminant, hazardous or toxic substance (including petroleum), as defined or provided by federal or state law, or permit or allow the same by others on Licensor's Property.
- (G) Licensee shall not create, place, or suffer the creation or filing of any mechanic's or materialman's lien against Licensor's Property by reason of labor work or materials provided for or at the request or order of Licensee, or of Licensee's

agents or contractors. Licensee shall discharge any such lien within thirty (30) days after the same was filed.

- (H) Except for Licensor's negligence, Licensor shall not be liable to Licensee or to any other person resulting from any latent or patent defect in Licensor's Property, nor for any damages arising from any act or neglect of any other occupant of the same property or of adjacent or contiguous property. All personal property placed on Licensor's Property shall be at the sole risk of Licensee, and Licensor shall not be liable for the loss, destruction, or theft of or damage to such personal property. Licensor shall have no liability for consequential damage that may result from physical damage to the Licensee's Equipment installed and maintained pursuant to this license, nor for any other purpose whatsoever.

5. Insurance.

For the purposes of general liability insurance, Licensee is self-insured. To the extent permitted by Ohio law and except for situations where officer, employee, or governmental immunity may apply, Licensee will be responsible for any and all claims for which it is legally liable arising out of the use of Licensor's Property. Should suit be filed in the Ohio Court of Claims in accordance with Chapter 2743 of the Ohio Revised Code, the Licensee would be responsible for the payment of any settlement or judgment rendered against them. Licensee shall require all contractors accessing Licensee's Equipment to provide Licensor proof of commercial general liability insurance prior to entering Licensor's Property.

6. Rights Cumulative.

All rights and remedies of the Licensor and Licensee enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

7. Waiver.

The waiver by the Licensor of, or the failure of the Licensor to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained.

8. Notices, Demands or Instruments.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. registered or certified mail, return receipt requested, postage prepaid,

(a) with respect to State, addressed to:

Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning

4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Real Estate Administrator

(b) with respect to Agency:

MARCS
1320 Arthur E. Adams Drive, Suite 401
Columbus, Ohio 43221
Attention: Program Manager

and, (c) with respect to Licensor, addressed to:

CCA Western Properties, Inc.
10 Burton Hills Boulevard
Nashville, Tennessee 37215
Attention: President

All notices, demands, requests, consents, approvals shall be deemed given when served in the manner provided above. Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving of fifteen (15) days' notice thereof, similarly given, to the other party.

9. Modifications; Entire Agreement.

This Agreement may not be changed, modified or discharged except in writing by both the Licensor and Licensee. This Agreement contains all of the agreements between the parties as to the Licensee's Equipment and fulfills all prior agreements related to Licensee's Equipment, including, without limitation, in the Contract and in Section 21 of the Real Estate Purchase Agreement dated December 19, 2011 by and between Licensor and the State and said Section 21 shall be null and void upon full execution of this Agreement.

10. Governing Law.

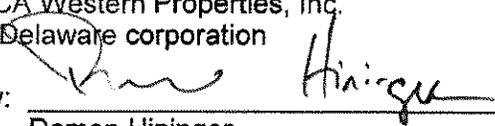
This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought in a court of competent jurisdiction located in Franklin County, Ohio.

11. Headings.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

Licensor
CCA Western Properties, Inc.
A Delaware corporation

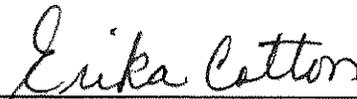
By: 
Damon Hininger
President and Chief Executive Officer

Date: December 28, 2011

ACKNOWLEDGMENT

State of TN, Davidson County, ss:

On this 28th day of December, 2011, before me personally appeared Damon Hininger, known to me to be the President and Chief Executive Officer of CCA Western Properties, Inc., who acknowledged that he executed the foregoing License Agreement that the same is his free and voluntary act and deed, and that he is duly authorized to enter into this Agreement for and on behalf of the corporation.


Notary Public, State of TN
My Commission Expires 9/8/13



LICENSEE
THE STATE OF OHIO

By: *Randall Howard*
Director of Administrative Services or
Signatory Designee Statutory Agent,
RC 123.01(A)(12)

Date: December 29, 2011

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this 29th day of December, 2011, before me personally appeared RANDALL F. HOWARD, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

J. Murray
Notary Public, State of Ohio
My Commission Expires

JACQUELINE K. MURRAY
Notary Public, State of Ohio
My Commission Expires
March 27, 2016

APPROVED AS TO FORM:

Ohio Attorney General

By: *Gary R. Taylor*
Gary R. Taylor
Assistant Section Chief, Business Counsel

Date: 12/29/11

EXHIBIT A

Tower Equipment

Two (2) antennas and coax

One (1) Tower Top Amplifier and coax

Shelter Equipment

One computer rack of equipment

Three (3) Quantars Base Radios

One (1) Uninterrupted Power Supply (UPS)

One (1) monitoring device

One (1) remote multicoupler

One (1) enclosure