

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made as of June 1, 2018, by and between CORECIVIC OF KANSAS, LLC, a Maryland limited liability company, with an address of 10 Burton Hills Boulevard, Nashville, Tennessee 37215 ("Landlord"), and STATE OF KANSAS, KANSAS DEPARTMENT OF CORRECTIONS, with an address of 714 Southwest Jackson Street, Topeka, Kansas 66603 ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement, dated January 24, 2018 (the "Lease") for premises located in Leavenworth County, Kansas, as more particularly described therein (the "Property").

B. The parties desire to make certain revisions to the Lease on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Legal Description of the Property.** Exhibit A to the Lease is hereby deleted in its entirety and Exhibit A attached to this Amendment is inserted in lieu thereof.

2. **Early Occupancy of the 512 Unit Property.** The Lease is hereby amended by adding the following new Section 3.03 immediately following Section 3.02 of the Lease:

3.03 **Early Occupancy of the 512 Unit Property.** Notwithstanding anything contained herein to the contrary, in the event that the Project Improvements to be located on the 512 Unit Property (as defined in Exhibit A attached hereto) (the "512 Unit Building") are completed prior to the Substantial Completion Date, Landlord may provide written notice of the same to Tenant, and following delivery of such notice, Tenant shall have the right to accept possession of the 512 Unit Building and commence operations in the 512 Unit Building by delivering written notice to Landlord prior to the date Tenant accepts possession of the 512 Unit Building (the "Early Occupancy Right"). As a condition precedent to the exercise of the Early Occupancy Right, (i) no default on the part of Tenant shall have occurred and be continuing under the Lease; and (ii) Tenant shall deliver written notice to Landlord agreeing that (a) the 512 Unit Building has been Substantially Completed in accordance with the Plans and Specifications and the Lease, (b) all punch list items have been completed by Landlord and (c) the 512 Unit Building is in the condition required under the Lease and Tenant has accepted possession of the same. Tenant's exercise of the Early Occupancy Right shall not be deemed Substantial Completion of the Project Improvements or result in the occurrence of the Commencement Date. The obligations of Tenant under the Lease related to the 512 Unit

Property shall commence on the date Tenant accepts possession of the 512 Unit Building, except for Base Rent, which will not commence until the Commencement Date under the Lease. Tenant shall pay, in advance, as Additional Rent, the amount of Two Hundred Sixty Three Thousand One Hundred Twenty-Four Dollars and NO/100 Dollars (\$263,124.00) per month ("Early Occupancy Rent"), beginning on the date Tenant accepts possession of the 512 Unit Building and continuing on the first day of each succeeding month thereafter until the occurrence of the Commencement Date (the "Early Occupancy Termination Date"), after which Tenant shall pay Base Rent as set forth in item (e) of the Basic Lease Terms and Article IV of the Lease. If the date on which Tenant accepts possession of the 512 Unit Building or the Early Occupancy Termination Date shall be other than the first or last day of a calendar month, as the case may be, Early Occupancy Rent payable pursuant to this Section 3.03 for any partial calendar month shall be prorated by taking the amount of such Early Occupancy Rent divided by 30 and multiplying that amount times the number of days between, as applicable, (a) the date on which Tenant accepts possession of the 512 Unit Building and the first day of the following month or (b) the Early Occupancy Termination Date and the first day of the month in which the Early Occupancy Termination Date occurs. Beginning on the date Tenant accepts possession of the 512 Unit Building, Landlord shall maintain the 512 Unit Building in accordance with, and to the extent required under, the Facility Maintenance Plan. Notwithstanding anything contained herein to the contrary (a) any amount payable by Tenant under this Section 3.03 will not reduce the aggregate amount of Base Rent payable by Tenant during the Term under the Lease; and (b) Tenant's obligation to pay Early Occupancy Rent shall be irrevocable and payable without abatement, set-off, defense or deduction of any kind, and Tenant's rights and remedies under Section 7(a) of the Lease with respect to a Maintenance Failure shall not be applicable or available to Tenant prior to the Early Occupancy Termination Date. Landlord and Tenant agree that, upon Substantial Completion of the Project Improvements other than the 512 Unit Building, the Substantial Completion Date will occur.

3. **Personal Property Purchase.** The Lease is hereby amended by adding the following new Section 13.02 immediately following Section 13.01 of the Lease:

13.02 **Personal Property Purchase.** At any time during the Term of the Lease, Tenant may deliver written notice to Landlord requesting that Landlord procure certain equipment or other personal property for Tenant's use in its operations on the Premises. Landlord shall have no obligation to procure such equipment or personal property. In the event Landlord and Tenant both agree, each in their sole and absolute discretion, that Landlord shall procure such equipment or personal property, (a) the purchase price for the equipment or personal property shall be paid in cash by Tenant not later than the delivery of the equipment or personal property to the Premises, (b) the equipment or personal property shall be provided by Landlord in AS-IS, WHERE-IS condition without any warranty or representation, express or implied, including warranties of merchantability and of fitness for a particular purpose, and any warranties as to the equipment or personal property shall only be those of the manufacturer of the equipment or personal property, (c) such equipment or personal property shall be Tenant FF&E under the Lease and (d) upon full payment of the purchase price, the transfer of such

equipment or personal property shall be without further liability of any kind to the Tenant.

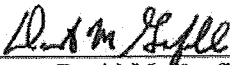
4. **Miscellaneous.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. The parties hereby ratify the Lease. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. From and after the date hereof, references to the "Lease" (including, without limitation, any and all references contained in this Amendment) shall mean the Lease as amended by this Amendment. Time is of the essence with respect to this Amendment. This Amendment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment of Lease as of the day and year first above written.

LANDLORD:

CORECIVIC OF KANSAS, LLC

By: 
Name: David M. Garfinkle
Title: Executive Vice President and Chief
Financial Officer

TENANT:

**STATE OF KANSAS, KANSAS
DEPARTMENT OF CORRECTIONS**

By: _____
JL Norwood,
Secretary of Corrections

By: _____
Sarah Shipman, Secretary, Department of
Administration

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment of Lease as of the day and year first above written.

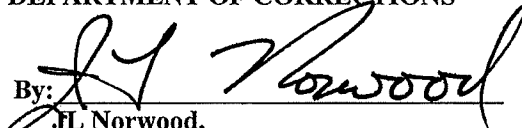
LANDLORD:

CORECIVIC OF KANSAS, LLC

By: _____
Name: David M. Garfinkle
Title: Executive Vice President and Chief
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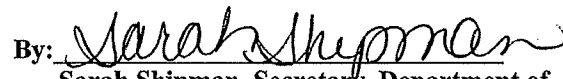
By: 
Sarah Shipman, Secretary, Department of
Administration

EXHIBIT A

LEGAL DESCRIPTION

Tract I:

A portion of Section 19, Township 9 South, Range 23 East, in Leavenworth County, Kansas, more particularly described as follows:

Commencing at the South Quarter corner of said Section 19, thence along the East line of the Southwest Quarter thereof, North 01°19'38" West, a distance of 1611.58 feet to the Point of Beginning;

thence North 89°47'02" West, 531.56 feet;

thence North 00°07'35" East, 192.51 feet;

thence North 89°59'34" East, 478.61 feet;

thence North 45°18'08" West, 194.37 feet;

thence North 89°45'37" West, 429.62 feet;

thence North 03°29'33" West, 359.11 feet;

thence North 89°27'56" East, 58.10 feet;

thence North 00°32'04" West, 294.35 feet;

thence North 47°10'46" East, 673.58 feet;

thence South 45°02'14" East, 622.82 feet;

thence South 00°09'34" East, 737.28 feet;

thence South 44°55'38" West, 225.64 feet;

thence South 45°29'19" East, 54.68 feet;

thence North 44°34'10" East, 189.53 feet;

thence South 47°03'20" East, 18.91 feet;

thence North 89°32'03" East, 40.08 feet;

thence South 00°27'57" East, 160.48 feet;

thence southwesterly, westerly and northwesterly along a curve to the right, having a radius of 135.00 feet, an arc distance of 292.26 feet and a chord which bears South 61°33'09" West, 238.44 feet;

thence North 54°41'14" West, 93.61 feet;

thence South 89°56'45" West, 67.78 feet;

thence North 62°26'06" West, 62.09 feet;

thence North 89°47'02" West, 9.00 feet to the Point of Beginning. Containing 1,108,417 square feet, or 25.446 acres, more or less.

Tract II (the "512 Unit Property"):

A portion of Section 19, Township 9, Range 23, in Leavenworth County, Kansas, more particularly described as follows:

Commencing at the South Quarter corner of said Section 19, thence along the East line of the Southwest Quarter thereof, North 01°19'38" West, a distance of 3190.01 feet; thence departing said line, North 88°40'22" East, a distance of 857.08 feet to the Point of Beginning; thence North 00°00'00" East, 611.99 feet; thence North 90°00'00" East, 316.04 feet to the beginning of a curve

to the right, said curve has a radius of 75.00 feet; thence Southeasterly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 117.81 feet; thence South $0^{\circ}00'00''$ East, a distance of 376.63 feet; thence South $65^{\circ}26'16''$ West, 334.09 feet; thence South $76^{\circ}09'15''$ West, a distance of 89.78 feet to the Point of Beginning. Containing 209,540 square feet, or 4.810 acres, more or less.

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