

**AMENDMENT ONE  
TO CONTRACT FA-02-14865-00**

This **CONTRACT**, by and between the State of Tennessee, **DEPARTMENT OF CORRECTION**, hereinafter referred to as the State, and **CORRECTIONS CORPORATION OF TENNESSEE, INC. d/b/a CORRECTIONS CORPORATION OF AMERICA**, hereinafter referred to as the **CONTRACTOR**, is hereby amended as follows:

Delete Section **B.1.** in its entirety and insert the following in its place:

**B. CONTRACT TERM:**

B.1 Contract Term. This Contract shall be effective for the period commencing on March 1, 2002, and ending on June 30, 2007. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Delete Section **C.1.** in its entirety and insert the following in its place:

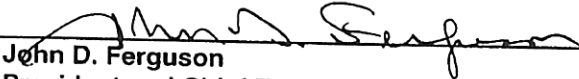
C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed **ONE HUNDRED TWENTY SIX MILLION SEVEN HUNDRED SIXTY NINE THOUSAND SEVENTY DOLLARS (\$126,769,070.00)**. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3 and Section A.4.aa.5. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this **CONTRACT** not amended hereby shall remain in full force and effect.

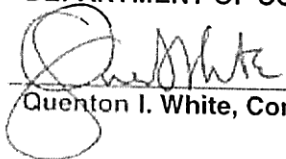
IN WITNESS WHEREOF:

CORRECTIONS CORPORATION OF TENNESSEE, INC.  
d/b/a CORRECTIONS CORPORATION OF AMERICA

  
\_\_\_\_\_  
John D. Ferguson  
President and Chief Executive Officer

6/16/05  
Date

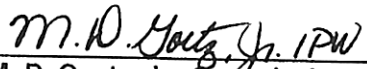
DEPARTMENT OF CORRECTION:

  
\_\_\_\_\_  
Quenton I. White, Commissioner

6/21/05  
Date

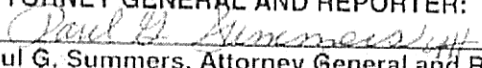
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

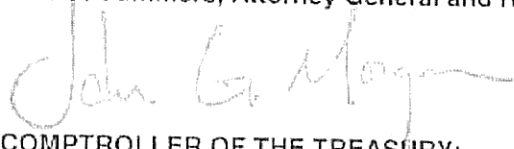
  
\_\_\_\_\_  
M. D. Goetz, Jr., Commissioner

JUN 28 2005  
Date

ATTORNEY GENERAL AND REPORTER:

  
\_\_\_\_\_  
Paul G. Summers, Attorney General and Reporter

6/30/05  
Date

  
\_\_\_\_\_  
John G. Morgan, Comptroller of the Treasury

7/1/05