

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement"), dated this 17th day of August, 2009 by and between the VALDOSTA-LOWNDES COUNTY INDUSTRIAL AUTHORITY ("AUTHORITY"), a statutory authority located in Valdosta, Georgia, and CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation with its principal place of business at 10 Burton Hills Boulevard, Nashville, Tennessee 37215 ("CCA"), collectively referred to herein as the "parties."

WITNESSETH:

WHEREAS, CCA is engaged in the business of providing private-sector corrections services through facilities owned and/or operated by CCA;

WHEREAS, AUTHORITY is responsible for fostering sustainable economic development in Lowndes County, Georgia ("County");

WHEREAS, CCA and AUTHORITY wish to explore a possible business transaction ("Transaction") involving the purchase of land in the County for the purpose of constructing a correctional facility; and

WHEREAS, CCA desires to provide AUTHORITY with certain confidential and/or proprietary information for AUTHORITY to use for the exclusive purpose of allowing the parties to discuss and evaluate the Transaction, while protecting CCA's confidential information against unauthorized use or disclosure.

NOW THEREFORE, in consideration of the premises and mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AUTHORITY acknowledges and agrees that it will have access to CCA's confidential and/or proprietary information while the parties evaluate the Transaction (the "Evaluation Period"). AUTHORITY agrees that during the Evaluation Period and, if applicable, up until the closing of the Transaction, it will use any confidential, proprietary, or trade secret information to which it has access solely for the purpose set forth herein and that it will indefinitely protect the confidentiality of such information and will not directly or indirectly disclose, reproduce, distribute, transmit or transfer by any means in any form any confidential documents, information and/or trade secrets that AUTHORITY may have or acquire during the Evaluation Period.

For purposes of this Agreement, "confidential, proprietary, or trade secret information" includes, but is not limited to, marketing materials, conceptual site drawings and images, form contract agreements, the identities of business contacts and the relationships developed with such contacts during the Evaluation Period, proposed terms of purchase and sale, if any, financial information and all other information, and all other tangible or intangible items or ideas making up the confidential information owned or developed by or related to CCA, and the goodwill associated with them, which (i) is obtained or developed by AUTHORITY during the Evaluation Period, and (ii) is not generally available to the public. AUTHORITY further covenants and agrees that it will retain no copies of any written confidential information, documentary materials, computer hard drives, diskettes, and/or any other electronic storage devices to which AUTHORITY has access, except with the express written consent and permission of CCA. Upon request from CCA, AUTHORITY will return to CCA all property including, but not limited to,

confidential information, written notes, photographs, memoranda and other similar items, diskettes, other electronic storage devices, and any copies made thereof, obtained during the Evaluation Period.

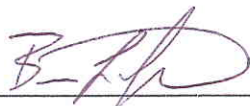
AUTHORITY acknowledges that this Agreement does not require either party to proceed with the Transaction or any other proposed transaction in connection with this Agreement, and that, to the extent allowable under applicable law, CCA may seek remedies at law or in equity for AUTHORITY'S breach of the provisions herein.

This Agreement will be governed by the laws of the State of Georgia and jurisdiction shall lie in the courts of Lowndes County, Georgia.

This Agreement will bind and inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first stated above.

VALDOSTA - LOWNDES COUNTY CORRECTIONS CORPORATION OF INDUSTRIAL AUTHORITY AMERICA

By: 
Name Brad Lofton
Title: Executive Director

By: _____
Name: _____
Title: _____