
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): February 21, 2008 (February 20, 2008)

Corrections Corporation of America

(Exact name of registrant as specified in its charter)

Maryland

(State or Other Jurisdiction of Incorporation)

001-16109

(Commission File Number)

62-1763875

(I.R.S. Employer
Identification No.)

10 Burton Hills Boulevard, Nashville, Tennessee 37215

(Address of principal executive offices) (Zip Code)

(615) 263-3000

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry Into a Material Definitive Agreement.

On February 20, 2008, after consideration of presentations and recommendations of management and independent compensation consultants, and such other matters and information as deemed appropriate, the Compensation Committee (the "Committee") of the Board of Directors of Corrections Corporation of America (the "Company") approved resolutions with respect to the following actions:

2008 Cash Incentive Plan. The Company's 2008 Cash Incentive Plan is intended to provide incentives to members of management, including the Company's named executive officers, in the form of cash bonus payments for achieving certain performance goals established by the Committee consistent with a three year growth rate plan. The performance awards will be based upon the Company's achievement of previously established earnings per share ("EPS") goals for the fiscal year ending December 31, 2008. Actual awards can range from zero to a maximum of 150% of such participant's base salary. The Committee will administer and make all determinations under the 2008 Plan. The Committee reserves discretion to make adjustments to the EPS figure used for bonus calculation purposes for limited non-operating events outside the ordinary course.

Award Agreements. The Committee approved new forms of option and restricted stock award agreements under the Company's 2008 Stock Incentive Plan (the "2008 Plan"). These forms contain generally the same terms as the forms of award agreements under the Company's 2000 Amended and Restated Stock Incentive Plan. The new forms are attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4 and are incorporated herein by reference.

Restricted Stock and Stock Option Awards to Named Executive Officers. Restricted shares of the Company's common stock and non-qualified options for the purchase of the Company's common stock were granted to certain of the Company's named executive officers pursuant to the 2008 Plan as follows:

<u>Name</u>	<u>Title</u>	<u>Number of Restricted Shares</u>	<u>Shares Subject to Option Grant</u>
John D. Ferguson	President and Chief Executive Officer	26,020	90,143
Todd J Mullenger	Executive Vice President and Chief Financial Officer	13,010	45,071
Richard P. Seiter	Executive Vice President and Chief Corrections Officer	13,010	45,071
William K. Rusak	Executive Vice President and Chief Human Resources Officer	10,764	37,289

The shares of restricted stock are subject to vesting over a three year period based upon satisfaction of certain performance criteria for the fiscal years ending December 31, 2008, 2009 and 2010 as established by the Committee. No more than one third of such shares may vest in the first performance period; however, the performance criteria are cumulative for the three year period. Notwithstanding the foregoing, the shares of restricted stock will become fully vested upon the occurrence of death, Disability, or a Change in Control of the Company (each such condition as defined in the 2008 Plan). The restricted stock awards are subject to the terms of the 2008 Plan and individual award agreements. The stock options shall vest in equal one third increments as of the first, second and third anniversary dates of the grant date, subject to acceleration as contemplated by the 2008 Plan. The options are subject to the terms of the 2008 Plan and individual award agreements. The exercise price per share of the shares subject to the option grants is \$26.71, the reported closing price on the NYSE Composite Tape on February 20, 2008.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

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|------|--|
| 10.1 | Form of Non-Executive Non-qualified Stock Option Agreement for the Company's 2008 Stock Incentive Plan |
| 10.2 | Form of Executive Non-qualified Stock Option Agreement for the Company's 2008 Stock Incentive Plan |
| 10.3 | Form of Director Non-qualified Stock Option Agreement for the Company's 2008 Stock Incentive Plan |
| 10.4 | Form of Executive Restricted Stock Agreement for the Company's 2008 Stock Incentive Plan |
-

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Date: February 21, 2008

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Todd J Mullenger

Todd J Mullenger
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

<u>No.</u>	<u>Exhibit</u>
10.1	Form of Non-Executive Non-qualified Stock Option Agreement for the Company's 2008 Stock Incentive Plan
10.2	Form of Executive Non-qualified Stock Option Agreement for the Company's 2008 Stock Incentive Plan
10.3	Form of Director Non-qualified Stock Option Agreement for the Company's 2008 Stock Incentive Plan
10.4	Form of Executive Restricted Stock Agreement for the Company's 2008 Stock Incentive Plan

NON-QUALIFIED STOCK OPTION AGREEMENT

This **NON-QUALIFIED STOCK OPTION AGREEMENT** (the "Agreement") is made this _____ day of _____, 20____, by and between CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation (the "Company"), and _____ ("Optionee").

WITNESSETH:

WHEREAS, the Company has adopted the 2008 Stock Incentive Plan (the "Plan"), which authorizes the Company to grant non-qualified stock options ("Options") to key employees of the Company and/or its affiliates; and

WHEREAS, the Company and Optionee wish to confirm the terms and conditions of an Option granted to Optionee on _____, 20____ (the "Date of Grant").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the parties hereto as follows:

1. **Definitions.** Except as provided in this Agreement, or unless the context otherwise requires, the terms used herein shall have the same meaning as set forth in the Plan.

2. **Grant of Option.** Upon and subject to the terms, restrictions, limitations and conditions stated herein, the Company hereby grants to Optionee an Option to purchase up to _____ shares of the Company's Common Stock (collectively, the "Option Shares").

3. **Option Price.** The purchase price per Option Share shall be \$_____ (the "Option Price"). This purchase price equals 100% of the Fair Market Value of each Option Share on the Date of Grant.

4. **Exercise; Vesting; Forfeiture.**

(i) Except as otherwise provided herein, Optionee shall have the right to exercise the Option, if and to the extent the Option has vested in accordance with subparagraphs (iii) and (iv) below, at any time during the ten-year period commencing on the Date of Grant; *provided, however*, that except as otherwise provided in subparagraph (iv) below, Optionee may not exercise the Option unless Optionee is on the date of exercise and continuously after the Date of Grant an employee of: (a) the Company; (b) an Affiliate; or (c) an entity issuing or assuming the Option in a transaction to which Code Section 424 applies (or a Subsidiary of such entity) ((a), (b) and (c) known collectively, herein, as the "Employer").

(ii) Optionee shall exercise the Option in accordance with the procedures set forth in Section 6.4 of the Plan; *provided, however*, that an Option may not be exercised at any one time as to fewer than one hundred (100) shares (or such number of shares as to which the Option is then exercisable if such number of shares is less than one hundred (100)).

(iii) Subject to the provisions of subparagraph (iv) below, the Option shall vest with respect to one fourth (1/4) of the Option Shares on each Vesting Date (as herein defined). For purposes hereof, the term "Vesting Date" shall mean each of the first, second, third and fourth anniversaries of the Date of Grant.

(iv) In the event that: (a) Optionee dies while in the employ of the Employer; or (b) Optionee's employment with the Employer terminates by reason of Optionee's Disability, then in any such case the Option shall vest in full and may be, unless earlier terminated or expired, exercised by Optionee (or by Optionee's estate or by a person who acquired the right to exercise such Option by bequest or inheritance or otherwise by reason of the death or Disability of Optionee) at any time during the stated term of the Option. For the purpose of this Agreement and notwithstanding any provision(s) of the Plan or this Agreement to the contrary, subject to the preceding sentence, in the event Optionee's employment with the Employer is terminated due to Retirement (other than as the result of Optionee's death or Disability) then the Option, to the extent the Option has vested and unless it earlier terminates or expires, may be exercised at any time during the stated term of the Option, with the unvested portion of the Option being forfeited. In the event that there occurs a Change of Control, then in such case the Option shall vest in full, unless earlier terminated or expired, and may be exercised by Optionee (or by Optionee's estate or by a person who acquired the right to exercise such Option by bequest or inheritance or otherwise by reason of the death or Disability of Optionee) within one (1) year following the Change in Control. Subject to the first sentence of this subparagraph (iv), in the event that Optionee's employment with the Employer terminates other than by reason of Optionee's death, Disability, or Retirement, then the Option, to the extent the Option has vested and unless it earlier terminates or expires, may be exercised within three (3) months following the termination of such employment, with the unvested portion of the Option being forfeited. Nothing in this Agreement or in any Option granted pursuant hereto shall confer upon Optionee any right to continue in the employ or service of the Employer or interfere in any way with the right of the Employer to terminate Optionee's employment at any time.

5. Option and Option Shares Subject to Plan. The Option and the Option Shares shall be subject to, and the Company and Optionee agree to be bound by, all of the terms and conditions of the Plan, as the same shall be amended from time to time in accordance with the terms thereof. A copy of the Plan, as amended, is attached hereto as Exhibit A and made a part hereof as if fully set out herein.

6. Covenants and Representations of Optionee. Optionee represents, warrants, covenants and agrees with the Company as follows:

(i) Optionee is not acquiring the Option Shares based upon any representation, oral or written, by any person with respect to the future value of, or income from, the Option Shares but rather upon an independent examination and judgment as to the prospects of the Company;

(ii) Optionee is able to bear the economic risks of the investment in the Option Shares, including the risk of a complete loss of his or her investment therein;

(iii) Optionee understands and agrees that the Option Shares may be issued and sold to Optionee without registration under any state law relating to the registration of securities for sale, and in such event will be issued and sold in reliance on exemptions from registration under appropriate state laws;

(iv) The Option Shares cannot be offered for sale, sold or transferred by Optionee other than pursuant to: (A) an effective registration under applicable state securities laws or in a transaction which is otherwise in compliance with such laws; (B) an effective registration under the Securities Act of 1933, as amended (the "1933 Act"), or in a transaction otherwise in compliance with the 1933 Act; and (C) evidence satisfactory to the Company of compliance with the securities laws of all applicable jurisdictions. The Company shall be entitled to rely upon an opinion of counsel satisfactory to it with respect to compliance with the foregoing laws;

(v) The Company will be under no obligation to register the Option Shares or to comply with any exemption available for sale of the Option Shares without registration. The Company is under no obligation to act in any manner so as to make Rule 144 promulgated under the 1933 Act available with respect to sales of the Option Shares;

(vi) A legend indicating that the Option Shares have not been registered under the applicable state securities laws and referring to any applicable restrictions on transferability and sale of the Option Shares may be placed on the certificate or certificates delivered to Optionee and any transfer agent of the Company may be instructed to require compliance therewith;

(vii) Optionee realizes that the purchase of the Option Shares is a speculative investment and that any possible profit therefrom is uncertain;

(viii) Optionee will notify the Company prior to any sale of the Option Shares within six months of the date of the exercise of all or any portion of the Option; and

(ix) The agreements, representations, warranties and covenants made by Optionee herein extend to and apply to all of the Common Stock of the Company issued to Optionee from time to time pursuant to this Option. Acceptance by Optionee of the certificate(s) representing such Common Stock shall constitute a confirmation by Optionee that all such agreements, representations, warranties and covenants made herein shall be true and correct at such time.

7. Withholding. In order to provide the Company with the opportunity to claim the benefit of any income tax deduction which may be available to it upon the exercise of the Option, and in order to comply with all applicable federal or state tax laws or regulations, the Company may take such action as it deems appropriate to ensure that, if necessary, all applicable federal, state or other taxes are withheld or collected from the Optionee.

8. Governing Law. This Agreement shall be construed, administered and enforced according to the laws of the State of Maryland, without regard to the conflicts of laws provisions

thereof; provided, however, the Option may not be exercised except, in the reasonable judgment of the Committee, in compliance with exemptions under applicable state securities laws of the state in which Optionee resides, and/or any other applicable securities laws.

9. Successors. This Agreement shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and permitted assigns of the parties.

10. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of such recipient. Any party may designate any other address to which notices shall be sent by giving notice of such address to the other parties in the same manner provided herein.

11. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

12. Entire Agreement. Subject to the terms and conditions of the Plan, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

13. Violation. Any transfer, pledge, sale, assignment or hypothecation of the Option except in accordance with this Agreement shall be a violation of the terms hereof and shall be void and without effect.

14. Headings. Section headings used herein are for convenience of reference only and shall not be considered in interpreting this Agreement.

15. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

16. Counterparts. This Agreement may be executed by the signatures of each of the parties hereto, or to a counterpart of this Agreement, and all such counterparts shall collectively constitute one Agreement. Facsimile signatures shall constitute original signatures for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CORRECTIONS CORPORATION OF AMERICA

By: _____

Title: _____

OPTIONEE:

Signature: _____

Name (printed): _____

NON-QUALIFIED STOCK OPTION AGREEMENT

This **NON-QUALIFIED STOCK OPTION AGREEMENT** (the "Agreement") is made this _____ day of _____, 20____, by and between CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation (the "Company"), and _____ ("Optionee").

WITNESSETH:

WHEREAS, the Company has adopted the 2008 Stock Incentive Plan (the "Plan"), which authorizes the Company to grant non-qualified stock options ("Options") to key employees of the Company and/or its affiliates; and

WHEREAS, the Company and Optionee wish to confirm the terms and conditions of an Option granted to Optionee on _____, 20____ (the "Date of Grant").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the parties hereto as follows:

1. Definitions. Except as provided in this Agreement, or unless the context otherwise requires, the terms used herein shall have the same meaning as set forth in the Plan.

2. Grant of Option. Upon and subject to the terms, restrictions, limitations and conditions stated herein, the Company hereby grants to Optionee an Option to purchase up to ____ shares of the Company's Common Stock (collectively, the "Option Shares").

3. Option Price. The purchase price per Option Share shall be \$_____ (the "Option Price"). This purchase price equals 100% of the Fair Market Value of each Option Share on the Date of Grant.

4. Exercise; Vesting; Forfeiture.

(i) Except as otherwise provided herein, Optionee shall have the right to exercise the Option, if and to the extent the Option has vested in accordance with subparagraphs (iii) and (iv) below, at any time during the ten-year period commencing on the Date of Grant; *provided, however*, that except as otherwise provided in subparagraph (iv) below, Optionee may not exercise the Option unless Optionee is on the date of exercise and continuously after the Date of Grant an employee of: (a) the Company; (b) an Affiliate; or (c) an entity issuing or assuming the Option in a transaction to which Code Section 424 applies (or a Subsidiary of such entity) ((a), (b) and (c) known collectively, herein, as the "Employer").

(ii) Optionee shall exercise the Option in accordance with the procedures set forth in Section 6.4 of the Plan; *provided, however*, that an Option may not be exercised at any one time as to fewer than one hundred (100) shares (or such number of shares as to which the Option is then exercisable if such number of shares is less than one hundred (100)).

(iii) Subject to the provisions of subparagraph (iv) below, the Option shall vest with respect to one third (1/3) of the Option Shares on each Vesting Date (as herein defined). For purposes hereof, the term "Vesting Date" shall mean each of the first, second and third anniversaries of the Date of Grant.

(iv) In the event that: (a) Optionee dies while in the employ of the Employer; or (b) Optionee's employment with the Employer terminates by reason of Optionee's Disability, then in any such case the Option shall vest in full and may be, unless earlier terminated or expired, exercised by Optionee (or by Optionee's estate or by a person who acquired the right to exercise such Option by bequest or inheritance or otherwise by reason of the death or Disability of Optionee) at any time during the stated term of the Option. For the purpose of this Agreement and notwithstanding any provision(s) of the Plan or this Agreement to the contrary, subject to the preceding sentence, in the event Optionee's employment with the Employer is terminated due to Retirement (other than as the result of Optionee's death or Disability) then the Option, to the extent the Option has vested and unless it earlier terminates or expires, may be exercised at any time during the stated term of the Option, with the unvested portion of the Option being forfeited. In the event that there occurs a Change of Control, then in such case the Option shall vest in full, unless earlier terminated or expired, and may be exercised by Optionee (or by Optionee's estate or by a person who acquired the right to exercise such Option by bequest or inheritance or otherwise by reason of the death or Disability of Optionee) within one (1) year following the Change in Control. Subject to the first sentence of this subparagraph (iv), in the event that Optionee's employment with the Employer terminates other than by reason of Optionee's death, Disability, or Retirement, then the Option, to the extent the Option has vested and unless it earlier terminates or expires, may be exercised within three (3) months following the termination of such employment, with the unvested portion of the Option being forfeited. Nothing in this Agreement or in any Option granted pursuant hereto shall confer upon Optionee any right to continue in the employ or service of the Employer or interfere in any way with the right of the Employer to terminate Optionee's employment at any time.

5. Option and Option Shares Subject to Plan. The Option and the Option Shares shall be subject to, and the Company and Optionee agree to be bound by, all of the terms and conditions of the Plan, as the same shall be amended from time to time in accordance with the terms thereof. A copy of the Plan, as amended, is attached hereto as Exhibit A and made a part hereof as if fully set out herein.

6. Covenants and Representations of Optionee. Optionee represents, warrants, covenants and agrees with the Company as follows:

(i) Optionee is not acquiring the Option Shares based upon any representation, oral or written, by any person with respect to the future value of, or income from, the Option Shares but rather upon an independent examination and judgment as to the prospects of the Company;

(ii) Optionee is able to bear the economic risks of the investment in the Option Shares, including the risk of a complete loss of his or her investment therein;

(iii) Optionee understands and agrees that the Option Shares may be issued and sold to Optionee without registration under any state law relating to the registration of securities for sale, and in such event will be issued and sold in reliance on exemptions from registration under appropriate state laws;

(iv) The Option Shares cannot be offered for sale, sold or transferred by Optionee other than pursuant to: (A) an effective registration under applicable state securities laws or in a transaction which is otherwise in compliance with such laws; (B) an effective registration under the Securities Act of 1933, as amended (the "1933 Act"), or in a transaction otherwise in compliance with the 1933 Act; and (C) evidence satisfactory to the Company of compliance with the securities laws of all applicable jurisdictions. The Company shall be entitled to rely upon an opinion of counsel satisfactory to it with respect to compliance with the foregoing laws;

(v) The Company will be under no obligation to register the Option Shares or to comply with any exemption available for sale of the Option Shares without registration. The Company is under no obligation to act in any manner so as to make Rule 144 promulgated under the 1933 Act available with respect to sales of the Option Shares;

(vi) A legend indicating that the Option Shares have not been registered under the applicable state securities laws and referring to any applicable restrictions on transferability and sale of the Option Shares may be placed on the certificate or certificates delivered to Optionee and any transfer agent of the Company may be instructed to require compliance therewith;

(vii) Optionee realizes that the purchase of the Option Shares is a speculative investment and that any possible profit therefrom is uncertain;

(viii) Optionee will notify the Company prior to any sale of the Option Shares within six months of the date of the exercise of all or any portion of the Option; and

(ix) The agreements, representations, warranties and covenants made by Optionee herein extend to and apply to all of the Common Stock of the Company issued to Optionee from time to time pursuant to this Option. Acceptance by Optionee of the certificate(s) representing such Common Stock shall constitute a confirmation by Optionee that all such agreements, representations, warranties and covenants made herein shall be true and correct at such time.

7. Withholding. In order to provide the Company with the opportunity to claim the benefit of any income tax deduction which may be available to it upon the exercise of the Option, and in order to comply with all applicable federal or state tax laws or regulations, the Company may take such action as it deems appropriate to ensure that, if necessary, all applicable federal, state or other taxes are withheld or collected from the Optionee.

8. Governing Law. This Agreement shall be construed, administered and enforced according to the laws of the State of Maryland, without regard to the conflicts of laws provisions

thereof; provided, however, the Option may not be exercised except, in the reasonable judgment of the Committee, in compliance with exemptions under applicable state securities laws of the state in which Optionee resides, and/or any other applicable securities laws.

9. Successors. This Agreement shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and permitted assigns of the parties.

10. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of such recipient. Any party may designate any other address to which notices shall be sent by giving notice of such address to the other parties in the same manner provided herein.

11. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

12. Entire Agreement. Subject to the terms and conditions of the Plan, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

13. Violation. Any transfer, pledge, sale, assignment or hypothecation of the Option except in accordance with this Agreement shall be a violation of the terms hereof and shall be void and without effect.

14. Headings. Section headings used herein are for convenience of reference only and shall not be considered in interpreting this Agreement.

15. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

16. Counterparts. This Agreement may be executed by the signatures of each of the parties hereto, or to a counterpart of this Agreement, and all such counterparts shall collectively constitute one Agreement. Facsimile signatures shall constitute original signatures for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CORRECTIONS CORPORATION OF AMERICA

By: _____

Title: _____

OPTIONEE:

Signature: _____

Name (printed): _____

NON-QUALIFIED STOCK OPTION AGREEMENT

THIS NON-QUALIFIED STOCK OPTION AGREEMENT (the "Agreement"), is dated as of the _____ day of _____, 20____ by and between Corrections Corporation of America, a Maryland corporation (the "Company"), and _____ ("Optionee").

WITNESSETH:

WHEREAS, the Company has adopted the 2008 Stock Incentive Plan (the "Plan"), which authorizes and directs the Company to grant Options (as defined in the Plan) to members of the Company's Board of Directors (the "Board") who are not employees of the Company ("Non-Employee Directors");

WHEREAS, the Company and Optionee wish to confirm the terms and conditions of an Option granted to Optionee on _____, 20____ (the "Date of Grant").

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the parties hereto as follows:

1. Definitions. Except as provided in this Agreement, or unless the context otherwise requires, the terms used herein shall have the same meaning as set forth in the Plan.
 2. Grant of Option. Upon and subject to the terms, restrictions, limitations and conditions stated herein, the Company hereby grants to Optionee an option (the "Option") to purchase up to ____ shares of the Company's Common Stock (collectively, the "Option Shares").
 3. Option Price. The purchase price per Option Share shall be \$_____ (the "Option Price"). This purchase price equals 100% of the Fair Market Value of each Option Share on the Date of Grant.
 4. Exercise; Vesting; Forfeiture.
 - (i) Except as otherwise provided herein, Optionee shall have the right to exercise the Option, if and to the extent the Option has vested in accordance with subparagraphs (iii) and (iv) below, at any time during the ten-year period commencing on the Date of Grant; provided, however, that except as otherwise provided in subparagraph (iv) below, Optionee may not exercise the Option unless Optionee is continuously after the Date of Grant a director of the Company for a one-year period.
 - (ii) Optionee shall exercise the Option in accordance with the procedures set forth in Section 6.4 of the Plan. Optionee (or the personal representative of or successor to Optionee) shall have no rights as a shareholder with respect to any shares covered by this Option until the issuance of a share certificate to him for such shares.
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(iii) Subject to the provisions of subparagraph (iv) below, the Option shall vest with respect to the Option Shares on the Vesting Date (as herein defined). For purposes hereof, the term "Vesting Date" shall mean the first anniversary of the Date of Grant.

(iv) In the event that: (a) Optionee dies while serving as a director of the Company; or (b) Optionee's service as director of the Company terminates by reason of Optionee's Disability, then in any such case the Option shall vest in full and may be, unless earlier terminated or expired, exercised by Optionee (or by Optionee's estate or by a person who acquired the right to exercise such Option by bequest or inheritance or otherwise by reason of the death or Disability of Optionee) at any time during the stated term of the Option. In the event that there occurs a Change of Control, then in such case the Option shall vest in full, unless earlier terminated or expired, and may be exercised by Optionee (or by Optionee's estate or by a person who acquired the right to exercise such Option by bequest or inheritance or otherwise by reason of the death or Disability of Optionee) within one (1) year following the Change in Control. For the purpose of this Agreement and notwithstanding any provision(s) of the Plan or this Agreement to the contrary, subject to the first sentence in this subparagraph (iv), in the event Optionee's service as a director of the Company is terminated (other than as the result of Optionee's death or Disability) then the Option, to the extent the Option has vested and unless it earlier terminates or expires, may be exercised at any time during the stated term of the Option, with the unvested portion of the Option being forfeited. Nothing in this Agreement or in any Option granted pursuant hereto shall confer upon Optionee any right to continue in the service of the Company or interfere in any way with the right of the Company to terminate Optionee's service at any time.

5. Option Subject to Plan. The Option and the Option Shares shall be subject to, and the Company and Optionee agree to be bound by, all of the terms and conditions of the Plan, as the same shall be amended from time to time in accordance with the terms thereof. A copy of the Plan, as amended, is attached hereto as Exhibit A and made a part hereof as if fully set out herein.

6. Amendments to Option. Subject to the restrictions contained in the Plan, the Board may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, the Option, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely affect the rights of the Optionee or the holder or beneficiary of the Option shall not to that extent be effective without the consent of the Optionee, holder or beneficiary affected.

7. Withholding. In order to provide the Company with the opportunity to claim the benefit of any income tax deduction which may be available to it upon the exercise of the Option, and in order to comply with all applicable federal or state tax laws or regulations, the Company may take such action as it deems appropriate to ensure that, if necessary, all applicable federal, state or other taxes are withheld or collected from the Optionee.

8. Governing Laws. This Agreement shall be construed, administered and enforced according to the laws of the State of Maryland, without regard to the conflicts of laws provisions

thereof; provided, however, no Option may be exercised except, in the reasonable judgment of the Committee, in compliance with exemptions under applicable state securities laws of the state in which Optionee resides, and/or any other applicable securities laws.

9. Successors. This Agreement shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and permitted assigns of the parties.

10. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of such recipient. Any party may designate any other address to which notices shall be sent by giving notice of such address to the other parties in the same manner provided herein.

11. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

12. Entire Agreement. Subject to the terms and conditions of the Plan, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

13. Violation. Any transfer, pledge, sale, assignment or hypothecation of the Option except in accordance with this Agreement shall be a violation of the terms hereof and shall be void and without effect.

14. Headings. Section headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

15. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

16. Counterparts. This Agreement may be executed by the signatures of each of the parties hereto, or to a counterpart of this Agreement, and all such counterparts shall collectively constitute one Agreement. Facsimile signatures shall constitute original signatures for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY:

CORRECTIONS CORPORATION OF AMERICA

By: _____

Title: _____

OPTIONEE:

Signature: _____

RESTRICTED STOCK AGREEMENT

This **RESTRICTED STOCK AGREEMENT** (the "Agreement") is made this _____ day of _____, 20____, by and between CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation (the "Company"), and _____ (the "Recipient").

WITNESSETH:

WHEREAS, the Company has adopted the 2008 Stock Incentive Plan (the "Plan"), which authorizes the Company to award restricted shares ("Restricted Shares") of its common stock, \$0.01 par value per share (the "Common Stock"), to key employees of the Company and/or its affiliates (individually, a "Restricted Stock Award"); and

WHEREAS, the Company and Recipient wish to confirm the terms and conditions of a Restricted Stock Award to Recipient on _____, 20____ (the "Date of Award").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the parties hereto as follows:

1. Definitions. Except as provided in this Agreement, or unless the context otherwise requires, the terms used herein shall have the same meaning as in the Plan.

2. Award of Shares. Upon and subject to the terms, restrictions, limitations and conditions stated herein, the Company hereby awards to Recipient _____ Restricted Shares of the Company's Common Stock (the "Shares").

3. Rights; Vesting; Forfeiture. Except as otherwise provided herein, Recipient shall have full right, title and interest in the Shares to the extent such Shares have vested in accordance with subparagraph (iii) below.

(i) During the Vesting Period (as defined below) and prior to the vesting of the Shares, the Shares may not be sold, assigned, transferred, pledged or otherwise encumbered by Recipient. Certificates issued with respect to the Shares shall be registered in the name of Recipient and deposited by Recipient with the Company, and any such certificates shall bear an appropriate legend disclosing the restrictions imposed on the Shares hereunder and by the Plan. Upon the lapse of the restrictions applicable to the Shares, the Company shall deliver such certificates to Recipient or Recipient's legal representative, as the case may be.

(ii) During the Vesting Period the Recipient shall have all rights of a stockholder of the Company (except as otherwise provided herein), including without limitation the right to vote and receive dividends on the Shares. If as a result of a stock dividend, stock split, recapitalization or other adjustment in the capital stock or stated capital of the Company, or as the result of a merger, consolidation, or other reorganization, the Common Stock is increased, reduced or otherwise changed and by virtue thereof, Recipient shall be entitled to new or

additional or different shares, with such new or additional shares being subject to the same terms, conditions and restrictions as applicable to the Shares.

(iii) The Shares shall vest in accordance with Schedule A attached hereto and made a part hereof, provided that Recipient is employed by the Company or an Affiliate Corporation (the "Employer") at all times following the Date of Award and prior to and on the Vesting Dates (the "Vesting Period"). If, at any time during the Vesting Period, Recipient's employment with Employer is terminated for any reason other than as a result of the death, Disability or Retirement of Recipient, all of the unvested Shares held by such Recipient shall immediately and automatically be forfeited to the Company without monetary consideration and shall be automatically canceled and retired. If (i) Recipient shall die while in the employ or service of the Employer, (ii) Recipient's employment or service with the Employer shall terminate by reason of Disability, or (iii) there occurs a Change in Control, then in any such case all Shares shall become immediately vested and nonforfeitable. In the event Recipient's employment with the Employer is terminated as a result of Retirement on or after December 31, 2010, unless earlier terminated or expired, and assuming that the applicable performance measures set forth in Schedule A have been met, the Shares shall become immediately vested and nonforfeitable. Notwithstanding the proviso in the first sentence of the this Section 3(iii) and for purposes of clarity, if the Recipient's employment is terminated as a result of Retirement on or after December 31 in any given fiscal year but prior to the Vesting Date (as such term is defined in Schedule A) in such year, then the applicable portion of the Shares, if any, shall vest on the Vesting Date in the manner set forth in Schedule A despite the fact that the Recipient is no longer an employee of the Company on such Vesting Date.

4. Share Award and Shares Subject to Plan. The Restricted Stock Award represented by this Agreement and the Shares shall be subject to, and the Company and Recipient agree to be bound by, all of the terms and conditions of the Plan, as the same shall be amended from time to time in accordance with the terms thereof. A copy of the Plan, as amended, is attached hereto as Exhibit A and made a part hereof as if fully set out herein.

5. Covenants and Representations of Recipient. Recipient represents, warrants, covenants and agrees with the Company as follows:

(i) The Shares cannot be offered for sale, sold or transferred by Recipient other than pursuant to: (A) an effective registration under applicable state securities laws or in a transaction which is otherwise in compliance with such laws; (B) an effective registration under the Securities Act of 1933, as amended (the "1933 Act"), or in a transaction otherwise in compliance with the 1933 Act; and (C) evidence satisfactory to the Company of compliance with the securities laws of all applicable jurisdictions. The Company shall be entitled to rely upon an opinion of counsel satisfactory to it with respect to compliance with the foregoing laws;

(ii) The Company will be under no obligation to register (or maintain the registration of) the Shares or to comply with any exemption available for sale of the Shares

without registration. The Company is under no obligation to act in any manner so as to make Rule 144 promulgated under the 1933 Act available with respect to sales of the Shares; and

(iii) If applicable, a legend indicating that the Shares have not been registered under the applicable state securities laws and referring to any applicable restrictions on transferability and sale of the Shares may be placed on the certificate or certificates delivered to Recipient and any transfer agent of the Company may be instructed to require compliance therewith.

6. Withholding of Taxes. If the Recipient makes an election under section 83(b) of the Code with respect to the Restricted Stock Award, the Restricted Stock Award made pursuant to this Agreement shall be conditioned upon the prompt payment to the Company of any applicable withholding obligations or withholding taxes ("Withholding Taxes") by the Recipient. Failure by the Recipient to pay such Withholding Taxes will render this Agreement and the Restricted Stock Award granted hereunder null and void ab initio and the Restricted Shares granted hereunder will be immediately cancelled. If the Recipient does not make an election under section 83(b) of the Code with respect to the Restricted Stock Award, upon the lapse of the Vesting Period with respect to any portion of Restricted Shares (or property distributed with respect thereto), the Company shall satisfy the required Withholding Taxes as set forth by Internal Revenue Service guidelines and in accordance with the Plan for the employer's minimum statutory withholding with respect to Recipient and issue vested shares to the Recipient without restriction.

7. Governing Law. This Agreement shall be construed, administered and enforced according to the laws of the State of Maryland, without regard to the conflicts of laws provisions thereof; provided, however, the Restricted Shares may not be sold except, in the reasonable judgment of the Committee, in compliance with exemptions under applicable state securities laws of the state in which Recipient resides, and/or any other applicable securities laws.

8. Successors. This Agreement shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and permitted assigns of the parties.

9. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of such recipient. Any party may designate any other address to which notices shall be sent by giving notice of such address to the other parties in the same manner provided herein.

10. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

11. Entire Agreement. Subject to the terms and conditions of the Plan, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

12. Violation. Any transfer, pledge, sale, assignment or hypothecation of the Shares except in accordance with this Agreement shall be a violation of the terms hereof and shall be void and without effect.

13. Headings. Section headings used herein are for convenience of reference only and shall not be considered in interpreting this Agreement.

14. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

15. Counterparts. This Agreement may be executed by the signatures of each of the parties hereto, or to a counterpart of this Agreement, and all such counterparts shall collectively constitute one Agreement. Facsimile signatures shall constitute original signatures for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed and sealed this Agreement on the day and year first set forth above.

CORRECTIONS CORPORATION OF AMERICA

By: _____

Title: _____

RECIPIENT:

Signature: _____

Name
(printed): _____