

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): June 3, 2011 (June 1, 2011)

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))

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed on March 21, 2011, Corrections Corporation of America (the "Company") announced that Richard P. Seiter intended to retire from the position of Executive Vice President and Chief Corrections Officer effective June 1, 2011. Mr. Seiter has agreed to continue as an employee of the Company to assist with the orderly transition of his former duties and responsibilities with the Company.

In connection with his agreement to remain as an employee of the Company, the Company has entered into a Transition Agreement with Mr. Seiter, effective May 31, 2011 (the "Transition Agreement"). Pursuant to the Transition Agreement, Mr. Seiter will remain an employee of the Company in the capacity of "Special Assistant to the CEO" and will provide services to effect the orderly transition of his former duties and responsibilities with the Company until the end of the term of the Transition Agreement on May 31, 2013 (the "Termination Date"). The Transition Agreement provides for a base salary of \$310,655 during the period beginning June 1, 2011 and ending May 31, 2012 and a base salary of \$155,327.50 during the period June 1, 2012 and ending May 31, 2013. During Mr. Seiter's continued employment pursuant to the Transition Agreement, Mr. Seiter will be eligible to participate in the Company's customary benefit plans for salaried employees, but shall not be eligible to receive any awards under any of the Company's equity incentive plans. Any outstanding, unvested options or restricted stock units awarded under the terms of any stock option agreements and/or restricted stock unit agreements previously entered into by Mr. Seiter and the Company will continue to vest in accordance with the terms of the applicable agreements and related documents. Mr. Seiter will also continue to be eligible to participate in the Company's bonus cash incentive plan (assuming applicable performance targets are met) for 2011. The Company will also reimburse Mr. Seiter for all reasonable travel and other business expenses incurred by Mr. Seiter in the performance of his duties.

Pursuant to the terms of the Transition Agreement, Mr. Seiter is prohibited from competing with the Company during the term of his employment and for a period of one year following termination of employment. Mr. Seiter is also subject to certain confidentiality, non-disclosure and non-solicitation provisions during this period.

The foregoing summary of the Transition Agreement does not purport to be complete and is qualified in its entirety by reference to the Transition Agreement, which is attached hereto as [Exhibit 10.1](#) and is incorporated herein by this reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 1, 2011, the Company issued a press release announcing the appointment of Harley G. Lappin to succeed Mr. Seiter as Executive Vice President and Chief Corrections Officer of the Company. A copy of the release is furnished as a part of this Current Report as [Exhibit 99.1](#) and is incorporated herein in its entirety by this reference. Mr. Lappin's appointment is effective June 1, 2011. In connection with his appointment, the Company entered into an employment agreement with Mr. Lappin. The material terms of Mr. Lappin's employment agreement are generally described below, subject in all respects to the terms and

conditions of the employment agreement, which is attached hereto as Exhibit 10.2 and is incorporated herein in its entirety by this reference.

Duties. Mr. Lappin will serve as Executive Vice President and Chief Corrections Officer of the Company and such other office or offices to which he may be appointed or elected by the Board of Directors of the Company. Subject to the direction and supervision of the Board of Directors of the Company, Mr. Lappin will perform such duties as are customarily associated with the office of Executive Vice President and Chief Corrections Officer and such other offices to which he may be appointed or elected by the Board of Directors.

Term. Subject to the termination provisions described below, the initial term of the employment agreement expires on December 31, 2011 and is subject to three additional one-year automatic renewal periods unless either party gives not less than 60 days prior written notice to the other party that it is electing not to extend the agreement.

Compensation. The agreement provides an annual base salary of \$300,000.00 as well as customary benefits, including bonuses pursuant to the Company's cash compensation incentive plans (assuming applicable performance targets are met), stock options or restricted stock awards pursuant to the Company's equity incentive plans, life and health insurance, and reimbursement for membership fees in connection with memberships in professional and civic organizations which are approved in advance by the Company. Pursuant to the terms of the agreement, the Company will also reimburse Mr. Lappin for all reasonable travel and other business expenses incurred by Mr. Lappin in the performance of his duties. Compensation payable under the agreement is subject to annual review by the Board of Directors, or a committee or subcommittee thereof to which compensation matters have been delegated, and may be increased based on Mr. Lappin's personal performance and the performance of the Company.

Termination of Agreement. Under the agreement, if the Company terminates the employment of Mr. Lappin with "cause," it is only required to pay Mr. Lappin his base salary earned through the date of such termination. If the Company terminates the employment of Mr. Lappin without "cause," including non-renewal by the Company, the Company generally is required to pay a cash severance payment equal to Mr. Lappin's annual base salary then in effect, payable in accordance with a predetermined schedule based on the date of termination. In the event of termination in connection with a "change in control," if Mr. Lappin's employment is terminated by the Company (other than for "cause") or, subject to certain procedural requirements, by Mr. Lappin for "good reason" upon or within two (2) years following a "change in control," Mr. Lappin will be entitled to receive (i) a lump sum cash payment equal to 2.99 times his base salary then in effect and (ii) health and other insurance benefits for a period of one year.

Non-Competition. Pursuant to the terms of the agreement, Mr. Lappin is prohibited from competing with the Company during the term of his employment and for a period of one year following termination of employment. Mr. Lappin is also subject to certain confidentiality, non-disclosure and non-solicitation provisions during this period.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Transition Agreement, dated as of May 31, 2011, with Richard P. Seiter.
 - 10.2 Employment Agreement, dated as of June 1, 2011, with Harley G. Lappin.
 - 99.1 Press Release dated June 1, 2011.
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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: June 3, 2011

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Damon T. Hininger

Damon T. Hininger

President and Chief Executive Officer

EXHIBIT INDEX

No.	Exhibit
10.1	Transition Agreement, dated as of May 31, 2011, by and between the Company and Richard P. Seiter
10.2	Employment Agreement, dated as of June 1, 2011, by and between the Company and Harley G. Lappin
99.1	Press Release dated June 1, 2011

TRANSITION AGREEMENT

This Transition Agreement (the "Agreement") is made and entered into effective as of May 31, 2011 (the "Effective Date") by and between Corrections Corporation of America, a Maryland corporation (the "Company") and Richard P. Seiter ("Employee"). The Company and Employee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Company and Employee hereby agree that effective as of the Effective Date, Employee has resigned from serving as the Chief Corrections Officer of the Company;

WHEREAS, the Company desires to employ Employee from and after the Effective Date to perform certain transition services for the Company as set forth in this Agreement (the "Transition Services"); and

WHEREAS, the Parties wish to set forth their respective rights and obligations in connection with the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1.**EMPLOYMENT; DUTIES AND RESPONSIBILITIES**

1.1 Transition Services. During the Term of this Agreement, the Company hereby employs Employee, and Employee hereby accepts employment with the Company, to provide services to effect the orderly transition of his former duties and responsibilities with the Company. In such capacity, Employee shall have the title "Special Assistant to the CEO" and report to the Chief Executive Officer of the Company. For the avoidance of doubt, provided that Employee complies with the terms of this Agreement, Employee will be deemed to have been continuously employed as an employee of the Company from January 3, 2005 through the last day of the Term of this Agreement for purposes of vesting with respect to equity awards granted to Employee prior to the Effective Date pursuant to the Company's equity incentive plans.

1.2 Compliance with Law and Standards. Employee shall at all times comply with all applicable laws, rules and regulations of any and all governmental authorities and the applicable standards, bylaws, rules, compliance programs, policies and procedures of the Company of which Employee has knowledge (including any policies that apply only to executives, notwithstanding the fact that Employee's employment hereunder is in a non-executive capacity). Employee further agrees that Employee will not engage in any conduct which, in the reasonable determination of the Company, adversely affects the image or business of the Company or would impair in any material respect Employee's ability to carry out Employee's duties hereunder except as otherwise required by a court, law, governmental agency or regulation.

1.3 Ownership of Developments; Trade Secrets of Others. All copyrights, patents, trade secrets, or other intellectual property rights associated with any idea, concepts, techniques, inventions, processes, or works of authorship developed or created by Employee during the course of his work for the Company or its clients, including past employment and with respect to the services to be provided hereunder (collectively, the "Work Product"), will belong exclusively to the Company and will, to the

extent possible, be considered a work made by Employee for hire for the Company within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered work made by Employee for hire for the Company, Employee agrees to assign, and automatically assign at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest Employee may have in such Work Product. Upon the request of the Company, Employee will take further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment. Employee represents that he is not bound by, and covenants that he will not enter into, any agreements, either written or oral, which are in conflict with this Agreement. For purposes of this Section 1.3, the term "Company" also will include any existing or future affiliates of the Company.

SECTION 2. COMPENSATION

2.1 Compensation.

2.1.1 Base Salary. For the period beginning June 1, 2011 and ending May 31, 2012, the Company shall pay Employee an annual salary of \$310,655.00, which shall be payable to Employee in accordance with the Company's normal payroll practices, but in no event less than bi-weekly. For the period beginning June 1, 2012 and ending May 31, 2013, the Company shall pay Employee an annual salary of \$155,327.50, which shall be payable to Employee in accordance with the Company's normal payroll practices, but in no event less than bi-weekly.

2.1.2 Bonus for 2011. In the event both the Company and Employee each respectively achieve certain financial performance and personal performance targets as established by the Board of Directors of the Company, or a committee or subcommittee thereof to which compensation matters have been delegated, pursuant to a cash compensation incentive plan or similar plan established by the Company for its executive officers for the year ending December 31, 2011 ("Calendar 2011"), the Company shall pay to Employee a cash bonus pursuant to the terms of such plan. This bonus, if any, shall be paid to Employee between January 1 and March 15, 2012; provided, however, that if the Company is unable to determine the amount of such bonus prior to such date, then such bonus shall be paid no later than December 31, 2012. The Board of Directors of the Company, or applicable committee or subcommittee, may review and revise the terms of the cash compensation incentive plan or similar plan referenced above at any time, after taking into consideration both the performance of the Company and the personal performance of Employee, among other factors, and may, in their sole discretion, amend the cash compensation incentive plan or similar plan in any manner it may deem appropriate; provided, however, that any such amendment to the plan shall not affect Employee's right to participate in such amended plan or plans during Calendar 2011. Except as set forth in this Section 2.1.2, Employee shall not be entitled to receive awards under any cash incentive or other similar plan of the Company after the Effective Date.

2.1.3 Equity Grants; Vacation Accrual. Employee shall not be entitled to receive awards after the Effective Date under any of the Company's equity incentive plans. Outstanding equity-based awards granted to Employee prior to the Effective Date shall continue to vest in accordance with their respective terms until the Termination Date, but thereafter shall not vest in any additional amount and shall be exercisable only to the extent specified in the applicable award agreement. In addition, Employee shall not accrue any vacation or paid time off during the Term of this Agreement.

2.1.4 No Additional Compensation. Employee acknowledges that, except as expressly provided in this Agreement, Employee will not receive nor is he entitled to any additional compensation, severance or benefits.

2.2 Expenses. The Company will reimburse Employee for actual travel and other expenses reasonably incurred in connection with his performance of the Transition Services, provided that such expenses are supported by documentation that complies with the Company's travel and expense policies, and to the extent that any such reimbursement constitutes "deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), in accordance with Section 1.409A-3(i)(1)(iv) of the Treasury Regulations.

2.3 Benefits. Except as otherwise set forth in this Agreement, during the Term, Employee shall be entitled to participate in all employee benefit plans or programs and receive all benefits for which any salaried employees are eligible under any existing or future plan or program established by the Company for salaried employees. Employee will participate to the extent permissible under the terms and provisions of such plans or programs in accordance with program provisions. These may include group hospitalization, health, dental care, life or other insurance, tax qualified pension, savings, thrift and profit sharing plans, termination pay programs, sick leave plans, travel or accident insurance, disability insurance, and contingent compensation plans including unit purchase programs and unit option plans. Nothing in this Agreement shall preclude the Company from amending or terminating any of the plans or programs applicable to salaried or senior executives as long as such amendment or termination is applicable to all salaried employees or senior executives.

SECTION 3. LIMITATION OF LIABILITY

3.1 To the fullest extent permissible under applicable law, neither party shall have any liability to the other in connection with the performance of the Transition Services under this Agreement except in connection with breaches of the express terms of this Agreement or actions or omissions that constitute bad faith, gross negligence or willful misconduct.

SECTION 4. TERM AND TERMINATION

4.1 Term. The term (the "Term") of this Agreement shall begin on the Effective Date and shall end on May 31, 2013, unless earlier terminated pursuant to the terms hereof (such date that the Term ends or is terminated, the "Termination Date").

4.2 Termination by the Company for Cause. The Company may terminate this Agreement at any time in its sole discretion for Cause. For purposes of this Agreement, "Cause" shall mean: (i) the death of Employee; (ii) the permanent disability of Employee, which shall be defined as the inability of Employee, as a result of physical or mental illness or incapacity, to substantially perform his duties pursuant to this Agreement for a period of one hundred eighty (180) days during any twelve (12) month period; (iii) Employee's conviction of a felony or of a crime involving dishonesty or moral turpitude, including, without limitation, any act or crime involving misappropriation or embezzlement of Company assets or funds; (iv) willful or material wrongdoing by Employee, including, but not limited to, acts of dishonesty or fraud, which could be expected to have a materially adverse effect, monetarily or otherwise, on the Company or its subsidiaries or affiliates, as determined by the Company and its Board of Directors; (v) material breach by Employee of a material obligation under this Agreement or of his fiduciary duty to the Company or its stockholders; or (vi) Employee's intentional violation of any applicable local, state or federal law or regulation affecting the Company in any material respect, as determined by the Company and its Board of Directors. Notwithstanding the foregoing, to the extent that any of the events, actions or breaches set forth above are able to be remedied or cured by Employee, Cause shall not be deemed to exist (and thus the Company may not terminate Employee for Cause

hereunder) unless Employee fails to remedy or cure such event, action or breach within twenty (20) days after being given written notice by the Company of such event, action or breach.

4.3 Release. In consideration of the Company's willingness to enter into this Agreement and the payment of compensation for the Transition Services, Employee agrees to execute and deliver, within 21 days of the Termination Date, a general release in the form attached as Exhibit A.

SECTION 5.
CONFIDENTIALITY, NON-COMPETITION, NON-SOLICITATION

5.1 Non-Competition, Non-Solicitation. Employee hereby covenants and agrees that during the Term of this Agreement and for a period of one (1) year thereafter, Employee shall not, directly or indirectly: (i) own any interest in, operate, join, control or participate as a partner, director, principal, officer or agent of, enter into the employment of, act as a consultant to, or perform any services for any entity (each a "Competing Entity") which has material operations which compete with any business in which the Company or any of its subsidiaries is then engaged or, to the then existing knowledge of Employee, proposes to engage; (ii) solicit any customer or client of the Company or any of its subsidiaries (other than on behalf of the Company) with respect to any business in which the Company or any of its subsidiaries is then engaged or, to the then existing knowledge of Employee, proposes to engage; or (iii) induce or encourage any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; provided, that Employee may, solely as an investment, hold not more than five percent (5%) of the combined voting securities of any publicly-traded corporation or other business entity. The foregoing covenants and agreements of Employee are referred to herein as the "Restrictive Covenant." Employee acknowledges that he has carefully read and considered the provisions of the Restrictive Covenant and, having done so, agrees that the restrictions set forth in this Section 5.1, including without limitation the time period of restriction set forth above, are fair and reasonable and are reasonably required for the protection of the legitimate business and economic interests of the Company. Employee further acknowledges that the Company would not have entered into this Agreement absent Employee's agreement to the foregoing.

In the event that, notwithstanding the foregoing, any of the provisions of this Section 5.1 or any parts hereof shall be held to be invalid or unenforceable, the remaining provisions or parts hereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable portions or parts had not been included herein. In the event that any provision of this Section 5.1 relating to the time period and/or the area of restriction and/or related aspects shall be declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, the time period and/or area of restriction and/or related aspects deemed reasonable and enforceable by such court shall become and thereafter be the maximum restrictions in such regard, and the provisions of the Restrictive Covenant shall remain enforceable to the fullest extent deemed reasonable by such court.

5.2 Confidentiality and Non-Disclosure. In consideration of the rights granted to Employee hereunder, Employee hereby agrees that during the Term of this Agreement and for a period of three (3) years thereafter he will hold in confidence all information concerning the Company or its business, including, but not limited to contract terms, financial information, operating data, or business plans or models, whether for existing, new or developing businesses, and any other proprietary information (hereinafter, collectively referred to as the "Proprietary Information"), whether communicated orally or in documentary or other tangible form. The parties to this Agreement recognize that the Company has invested considerable amounts of time and money in attaining and developing all of the information described above, and any unauthorized disclosure or release of such Proprietary Information in any form would irreparably harm the Company.

**SECTION 6.
GENERAL PROVISIONS**

6.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Tennessee, without regard to its conflict of laws principle.

6.2 Waiver of Breach. The waiver by a party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by that party.

6.3 Severability. The invalidity or unenforceability of any provision of this Agreement will not effect the validity or enforceability of any other provision.

6.4 Entire Agreement; Amendments. This Agreement forms the entire agreement of the parties and supersedes any prior agreements between them with respect to the subject matter hereof.

6.5 Amendment, Modification or Waiver. No provision of this Agreement may be amended or waived, unless such amendment or waiver is agreed to in writing, signed by Employee and by a duly authorized officer of the Company. No waiver by any party hereto of any breach by another party hereto of any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of a similar or dissimilar condition or provision at the same time, any prior time or any subsequent time.

6.6 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and their permitted assigns; provided that Employee shall not assign his rights, duties or obligations hereunder.

6.7 Notice. Any notice to be given hereunder will be in writing and will be deemed given when delivered personally, sent by courier or facsimile or registered or certified mail, postage prepaid, return receipt requested, addressed to the party concerned at the address indicated below or to such other address as such party may subsequently give notice hereunder in writing:

To Employee at:

Richard P. Seiter

To the Company at:

Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215
Attention: Chief Executive Officer
Facsimile: (615) 213-3010

6.8 Withholding. All payments to Employee under this Agreement will be reduced by all applicable withholding required by federal, state or local law.

6.9 Survival. The provisions of Sections 1.3, 5.1, 5.2 and Section 6.1 through 6.10 hereof shall survive the termination for any reason or expiration of this Agreement for the period described or referenced in each such Section or, if no period is described or referenced in such Section, indefinitely.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6.11 Section 409A. By accepting this Agreement, Employee hereby agrees and acknowledges that the Company does not make any representations with respect to the application of Section 409A of the Code to any tax, economic or legal consequences of any payments payable to Employee hereunder. Further, by the acceptance of this Agreement, Employee acknowledges that (i) Employee has obtained independent tax advice regarding the application of Section 409A of the Code to the payments due to Employee hereunder, (ii) Employee retains full responsibility for the potential application of Section 409A of the Code to the tax and legal consequences of payments payable to Employee hereunder and (iii) the Company shall not indemnify or otherwise compensate Employee for any violation of Section 409A of the Code that may occur in connection with this Agreement. The Parties agree that, to the extent applicable, this Agreement shall be interpreted and administered in accordance with Section 409A of the Code and that the Parties will cooperate in good faith to amend such documents and to take such actions as may be necessary or appropriate to comply with Section 409A of the Code.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Damon T. Hininger

Name: Damon T. Hininger

Title: President & Chief Executive Officer

EMPLOYEE

/s/ Richard P. Seiter

Richard P. Seiter

EXHIBIT A

FORM OF GENERAL RELEASE

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement"), dated as of this 1st day of June, 2011 is by and between Corrections Corporation of America, a Maryland corporation with its principal place of business at 10 Burton Hills Boulevard, Nashville, Tennessee (the "Company"), and Harley G. Lappin, a resident of Annapolis, Maryland (the "Executive").

WITNESSETH:

WHEREAS, the Executive has been engaged by the Company to serve as its Executive Vice President and Chief Corrections Officer; and

WHEREAS, the Company and the Executive now desire to enter into this Agreement and set forth the terms and conditions of the Executive's employment with the Company.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and covenants set forth below and other good and valuable consideration, receipt of which is hereby acknowledged, the Company and the Executive do hereby agree as follows:

1. **Employment.** The Executive shall serve as Executive Vice President and Chief Corrections Officer of the Company and such other office or offices to which Executive may be appointed or elected by the Board of Directors. Subject to the direction and supervision of the Board of Directors of the Company, the Executive shall perform such duties as are customarily associated with the office of Executive Vice President and Chief Corrections Officer and such other offices to which Executive may be appointed or elected by the Board of Directors. The Executive's principal base of operations for the performance of his duties and responsibilities under this Agreement shall be the offices of the Company located in Nashville, Tennessee. The Executive agrees to abide by the Company's Charter and Bylaws as in effect from time to time and the direction of its Board of Directors except to the extent such direction would be inconsistent with applicable law or the terms of this Agreement.

2. **Term.** Subject to the provisions of termination as hereinafter provided, the initial term of the Executive's employment under this Agreement shall begin on the date hereof and shall terminate on December 31, 2011 (the "Initial Term"). Unless the Company notifies the Executive that his employment under this Agreement will not be extended or the Executive notifies the Company that he is not willing to extend his employment, the term of his employment under this Agreement shall automatically be extended for a series of three (3) additional one (1) year periods on the same terms and conditions as set forth herein (individually, and collectively, the "Renewal Term"). The Initial Term and the Renewal Term are sometimes referred to collectively herein as the "Term."

3. **Notice of Non-Renewal.** If the Company or the Executive elects not to extend the Executive's employment under this Agreement, the electing party shall do so by notifying the other party in writing not less than sixty (60) days prior to the expiration of the Initial Term, or sixty (60) days prior to the expiration of any Renewal Term. The Executive's date of termination, for purposes of this Agreement, shall be the date of the Company's last payment to the Executive. For the purposes of this Agreement, the election by the Company not to extend

the Executive's employment hereunder for any renewal term shall be deemed a termination of the Executive's employment without "Cause," as hereinafter defined.

4. Compensation.

4.1 Base Salary. The Company shall pay the Executive an annual salary ("Base Salary") of Three Hundred Thousand and No/100 dollars (\$300,000.00) per annum, which shall be payable to the Executive hereunder in accordance with the Company's normal payroll practices, but in no event less often than bi-weekly. Commencing at such time during 2012 when annual compensation for 2012 is reviewed and considered and following each year of the Executive's employment with the Company thereafter, the Executive's compensation will be reviewed by the Board of Directors of the Company, or a committee or subcommittee thereof to which compensation matters have been delegated, and after taking into consideration both the performance of the Company and the personal performance of the Executive, the Board of Directors of the Company, or any such committee or subcommittee, in their sole discretion, may increase the Executive's compensation to any amount it may deem appropriate.

4.2 Bonus. In the event both the Company and the Executive each respectively achieve certain financial performance and personal performance targets, as established by the Board of Directors, or a committee or subcommittee thereof to which compensation matters have been delegated, of the Company pursuant to a cash compensation incentive plan or similar plan established by the Company, the Company shall pay to the Executive an annual cash bonus during the Term of this Agreement pursuant to the terms of such plan. This bonus, if any, shall be paid to the Executive by March 15 of the year following the year in which the services which gave rise to the bonus were performed; provided, however, that if the Company is unable to determine the amount of such bonus prior to such date, then such bonus shall be paid no later than December 31 of such year. The Board of Directors of the Company, or applicable committee or subcommittee, may review and revise the terms of the cash compensation incentive plan or similar plan referenced above at any time, after taking into consideration both the performance of the Company and the personal performance of the Executive, among other factors, and may, in their sole discretion, amend the cash compensation incentive plan or similar plan in any manner it may deem appropriate; *provided, however*, that any such amendment to the plan shall not affect the Executive's right to participate in such amended plan or plans.

4.3 Benefits. The Executive shall be entitled to four (4) weeks of paid vacation annually. In addition, the Executive shall be entitled to participate in all compensation or employee benefit plans or programs and receive all benefits and perquisites for which any salaried employees are eligible under any existing or future plan or program established by the Company for salaried employees. The Executive will participate to the extent permissible under the terms and provisions of such plans or programs in accordance with program provisions. These may include group hospitalization, health, dental care, life or other insurance, tax qualified pension, savings, thrift and profit sharing plans, termination pay programs, sick leave plans, travel or accident insurance, disability insurance, and contingent compensation plans including unit purchase programs and unit option plans. Nothing in this Agreement shall preclude the Company from amending or terminating any of the plans or programs applicable to salaried or senior executives as long as such amendment or termination is applicable to all salaried employees or senior executives. In addition, the Company shall pay, or reimburse Executive for,

all membership fees and related costs in connection with Executive's membership in professional and civic organizations which are approved in advance by the Company. Notwithstanding any other provision of this Section 4.3, the Executive shall be reimbursed for such expenses no later than December 31 of the year following the year in which such expenses were incurred.

4.4 Expenses Incurred in Performance of Duties. The Company shall promptly reimburse the Executive for all reasonable travel and other business expenses incurred by the Executive in the performance of his duties under this Agreement upon evidence of receipt and in accordance with Company policies. Notwithstanding any other provision of this Section 4.4, the Executive shall be reimbursed for such expenses no later than December 31 of the year following the year in which such expenses were incurred.

4.5 Withholdings. All compensation payable hereunder shall be subject to withholding for federal income taxes, FICA and all other applicable federal, state and local withholding requirements.

5. Termination of Agreement.

5.1 General. During the term of this Agreement, the Company may, at any time and in its sole discretion, terminate this Agreement with or without Cause (as hereinafter defined) or upon a Change in Control (as hereinafter defined), effective as of the date of provision of written notice to the Executive thereof.

5.2 Effect of Termination With Cause. If the Executive's employment with the Company shall be terminated with Cause: (i) the Company shall pay the Executive his Base Salary earned through the date of termination of the Executive's employment with the Company (the "Termination Date"); and (ii) the Company shall not have any further obligations to the Executive under this Agreement except those required to be provided by law or under the terms of any other agreement between the Company and the Executive.

5.3 Definition of "Cause." For purposes of this Agreement, "Cause" shall mean: (i) the death of the Executive; (ii) the permanent disability of the Executive, which shall be defined as the inability of the Executive, as a result of physical or mental illness or incapacity, to substantially perform his duties pursuant to this Agreement for a period of one hundred eighty (180) days during any twelve (12) month period; (iii) the Executive's conviction of a felony or of a crime involving dishonesty or moral turpitude, including, without limitation, any act or crime involving misappropriation or embezzlement of Company assets or funds; (iv) willful or material wrongdoing by the Executive, including, but not limited to, acts of dishonesty or fraud, which could be expected to have a materially adverse effect, monetarily or otherwise, on the Company or its subsidiaries or affiliates, as determined by the Company and its Board of Directors; (v) material breach by the Executive of a material obligation under this Agreement or of his fiduciary duty to the Company or its stockholders; or (vi) the Executive's intentional violation of any applicable local, state or federal law or regulation affecting the Company in any material respect, as determined by the Company and its Board of Directors. Notwithstanding the foregoing, to the extent that any of the events, actions or breaches set forth above are able to be remedied or cured by the Executive, Cause shall not be deemed to exist (and thus the Company may not terminate the Executive for Cause hereunder) unless the Executive fails to remedy or

cure such event, action or breach within twenty (20) days after being given written notice by the Company of such event, action or breach.

5.4 Effect of Termination Without Cause. If the Executive's employment with the Company is terminated without Cause, the Company shall pay to the Executive an amount equal to the Executive's Base Salary, based upon the annual rate payable as of the date of termination, without any cost of living adjustments (the "Severance Amount"), which shall be payable as provided below. If the Executive is terminated under this Section 5.4 on or between January 1 and March 14 of any given calendar year during the Term, then the Severance Amount shall be payable for a period of one (1) year from the date of termination on the same terms and with the same frequency as the Executive's Base Salary was paid prior to termination. If the executive is terminated under this Section 5.4 on or after March 15 and on or before December 31 of any given calendar year during the Term, then the Severance Amount shall be payable on the same terms and with the same frequency as the Executive's Base Salary was paid prior to termination until March 14 of the following calendar year whereupon the remainder of the Severance Amount shall be paid in a lump sum payment to the Executive.

5.5 Effect of Termination Upon a Change in Control. If the Executive's employment with the Company is terminated upon a Change in Control, the Company shall (i) pay to the Executive a one-time payment, to be paid within sixty (60) days of the date of termination (or, if earlier, by March 15 of the year following the year in which the Change in Control occurs), in an amount equal to 2.99 times the Executive's Base Salary, based upon the annual rate payable as of the date of termination, without any cost of living adjustments; and (ii) continue to provide hospitalization, health, dental care, and life and other insurance benefits to the Executive for a period of one (1) year following such termination on the same terms and conditions existing immediately prior to termination, with the costs of such benefits (including the Company's portion of any premiums) paid by the Company on the Executive's behalf included in the Executive's gross income. In addition to the foregoing, a material reduction in the duties, powers or authority of the Executive as an officer or employee of the Company within one-hundred eighty (180) days following a Change in Control shall be considered a termination upon a Change in Control for purposes of this paragraph (a "Good Reason Termination"). A termination under the circumstances listed in the previous sentence shall be a Good Reason Termination only if (A) the Executive notifies the Company of the existence of the condition that otherwise constitutes a Good Reason Termination within ninety (90) days of the initial existence of the condition, (B) the Company fails to remedy the condition within thirty (30) days following its receipt of Executive's notice of Good Reason Termination and (C) the Executive terminates employment with the Company due to the condition within two years of the initial existence of such condition.

5.6 Definition of a "Change of Control". "Change of Control" shall mean the occurrence of any of the following events:

(i) any person or entity, including a "group" as defined in Section 13(d)(3) of the Exchange Act, other than the Company or a wholly-owned subsidiary thereof or any employee benefit plan of the Company or any of its subsidiaries, becomes the beneficial owner of the Company's securities having 35% or more of the combined voting power of the then outstanding securities of the Company that may be cast for the election of

directors of the Company (other than as a result of an issuance of securities initiated by the Company in the ordinary course of business); or

(ii) as the result of, or in connection with, any cash tender or exchange offer, merger or other business combination or contested election, or any combination of the foregoing transactions, less than a majority of the combined voting power of the then outstanding securities of the Company or any successor company or entity entitled to vote generally in the election of the directors of the Company or such other corporation or entity after such transaction are held in the aggregate by the holders of the Company's securities entitled to vote generally in the election of directors of the Company immediately prior to such transaction; or

(iii) during any period of two (2) consecutive years, individuals who at the beginning of any such period constitute the Board of Directors of the Company cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's shareholders, of each director of the Company first elected during such period was approved by a vote of at least two-thirds (2/3rds) of the directors of the Company then still in office who were (i) directors of the Company at the beginning of any such period, and (ii) not initially (a) appointed or elected to office as result of either an actual or threatened election and/or proxy contest by or on behalf of a person other than the Board of Directors of the Company, or (b) designated by a person who has entered into an agreement with the Company to effect a transaction described in (i) or (ii) above or (iv) or (v) below; or

(iv) a complete liquidation or dissolution of the Company; or

(v) the sale or other disposition of all or substantially all of the assets of the Company to any person (other than a transfer to a subsidiary).

5.7 Resignation by the Executive. The Executive shall be entitled to resign his employment with the Company at any time during the term of this Agreement. If the Executive resigns his employment with the Company for any reason other than as set forth in Section 5.5 herein: (i) the Company shall pay the Executive his Base Salary earned through the date of termination of the Executive's employment with the Company as the result of his resignation; and (ii) the Company shall not have any further obligations to the Executive under this Agreement except those required to be provided by law or under the terms of any other agreement between the Company and the Executive.

5.8 Section 409A. It is intended that (1) each installment of the payments provided under this Agreement is a separate "payment" for purposes of Section 409A of the United States Internal Revenue Code of 1986 (the "Code") and (2) that the payments satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Code provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(9)(iii), and 1.409A-1(b)(9)(v). Notwithstanding anything to the contrary in this Agreement, if the Company determines (i) that on the date Executive's employment with the Company terminates or at such other time that the Company determines to be relevant, the Executive is a "specified employee" (as such term is defined under Treasury Regulation 1.409A-1(i)(1)) of the Company and (ii) that any payments to

be provided to the Executive pursuant to this Agreement are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A of the Code (“Section 409A Taxes”) if provided at the time otherwise required under this Agreement then (A) such payments shall be delayed until the date that is six months after the date of Executive’s “separation from service” (as such term is defined under Treasury Regulation 1.409A-1(h)) with the Company, or such shorter period that, as determined by the Company, is sufficient to avoid the imposition of Section 409A Taxes (the “Payment Delay Period”) and (B) such payments shall be increased by an amount equal to interest on such payments for the Payment Delay Period at a rate equal to the prime rate in effect as of the date the payment was first due (for this purpose, the prime rate will be based on the rate published from time to time in The Wall Street Journal). Any payments delayed pursuant to this Section 5.8 shall be made in a lump sum on the first day of the seventh month following the Executive’s “separation from service” (as such term is defined under Treasury Regulation 1.409A-1(h)), or such earlier date that, as determined by the Committee, is sufficient to avoid the imposition of any Section 409A Taxes.

6. Non-Competition, Non-Solicitation and Confidentiality and Non-Disclosure

6.1 Non-Competition, Non-Solicitation. The Executive hereby covenants and agrees that during the Term of the Executive’s employment hereunder and for a period of one (1) year thereafter, Executive shall not, directly or indirectly: (i) own any interest in, operate, join, control or participate as a partner, director, principal, officer or agent of, enter into the employment of, act as a consultant to, or perform any services for any entity (each a “Competing Entity”) which has material operations which compete with any business in which the Company or any of its subsidiaries is then engaged or, to the then existing knowledge of the Executive, proposes to engage; (ii) solicit any customer or client of the Company or any of its subsidiaries (other than on behalf of the Company) with respect to any business in which the Company or any of its subsidiaries is then engaged or, to the then existing knowledge of the Executive, proposes to engage; or (iii) induce or encourage any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; *provided*, that the Executive may, solely as an investment, hold not more than five percent (5%) of the combined voting securities of any publicly-traded corporation or other business entity. The foregoing covenants and agreements of the Executive are referred to herein as the “Restrictive Covenant.” The Executive acknowledges that he has carefully read and considered the provisions of the Restrictive Covenant and, having done so, agrees that the restrictions set forth in this Section 6.1, including without limitation the time period of restriction set forth above, are fair and reasonable and are reasonably required for the protection of the legitimate business and economic interests of the Company. The Executive further acknowledges that the Company would not have entered into this Agreement absent Executive’s agreement to the foregoing.

In the event that, notwithstanding the foregoing, any of the provisions of this Section 6.1 or any parts hereof shall be held to be invalid or unenforceable, the remaining provisions or parts hereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable portions or parts had not been included herein. In the event that any provision of this Section 6.1 relating to the time period and/or the area of restriction and/or related aspects shall be declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, the time period and/or area of restriction and/or

related aspects deemed reasonable and enforceable by such court shall become and thereafter be the maximum restrictions in such regard, and the provisions of the Restrictive Covenant shall remain enforceable to the fullest extent deemed reasonable by such court.

6.2 Confidentiality and Non-Disclosure. In consideration of the rights granted to the Executive hereunder, the Executive hereby agrees that during the term of this Agreement and for a period of three (3) years thereafter to hold in confidence all information concerning the Company or its business, including, but not limited to contract terms, financial information, operating data, or business plans or models, whether for existing, new or developing businesses, and any other proprietary information (hereinafter, collectively referred to as the "Proprietary Information"), whether communicated orally or in documentary or other tangible form. The parties to this Agreement recognize that the Company has invested considerable amounts of time and money in attaining and developing all of the information described above, and any unauthorized disclosure or release of such Proprietary Information in any form would irreparably harm the Company.

7. Indemnification. The Company shall indemnify the Executive to the fullest extent that would be permitted by law (including a payment of expenses in advance of final disposition of a proceeding) as in effect at the time of the subject act or omission, or by the Charter or Bylaws of the Company as in effect at such time, or by the terms of any indemnification agreement between the Company and the Executive, whichever affords greatest protection to the Executive, and the Executive shall be entitled to the protection of any insurance policies the Company may elect to maintain generally for the benefit of its officers or, during the Executive's service in such capacity, directors (and to the extent the Company maintains such an insurance policy or policies, in accordance with its or their terms to the maximum extent of the coverage available for any company officer or director), against all costs, charges and expenses whatsoever incurred or sustained by the Executive (including but not limited to any judgment entered by a court of law) at the time such costs, charges and expenses are incurred or sustained, in connection with any action, suit or proceeding to which the Executive may be made a party by reason of his being or having been an officer or employee of the Company, or serving as an officer or employee of an affiliate of the Company, at the request of the Company, other than any action, suit or proceeding brought against the Executive by or on account of his breach of the provisions of any employment agreement with a third party that has not been disclosed by the Executive to the Company. The provisions of this Section 7 shall specifically survive the expiration or earlier termination of this Agreement.

8. Notices. Any notice required or desired to be given under this Agreement shall be in writing and shall be delivered personally, transmitted by facsimile or mailed by registered mail, return receipt requested, or delivered by overnight courier service and shall be deemed to have been given on the date of its delivery, if delivered, and on the third (3rd) full business day following the date of the mailing, if mailed, to each of the parties thereto at the following respective addresses or such other address as may be specified in any notice delivered or mailed as above provided:

(i) If to the Executive, to:

Harley G. Lappin

(ii) If to the Company, to:

Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215
Attention: Chief Executive Officer
Facsimile: (615) 263-3010

9. Waiver of Breach. The waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other party.

10. Assignment. The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. The Executive acknowledges that the services to be rendered by him are unique and personal, and the Executive may not assign any of his rights or delegate any of his duties or obligations under this Agreement.

11. Entire Agreement. This instrument contains the entire agreement of the parties and supersedes in full and in all respects any prior oral or written agreement between the parties with respect to Executive's employment with the Company. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

12. Controlling Law. This Agreement shall be governed and interpreted under the laws of the State of Tennessee.

13. Headings. The sections, subjects and headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

14. Enforcement. If the Executive is the prevailing party in any dispute among the parties hereto regarding the enforcement of one or more of the provisions of this Agreement, then the Company shall reimburse the Executive for any reasonable attorneys' fees and other expenses incurred by him in connection with such dispute.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written.

EXECUTIVE:

HARLEY G. LAPPIN

/s/ Harley G. Lappin

COMPANY:

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Damon T. Hininger

Name: Damon T. Hininger

Title: President & Chief Executive Officer

**NEWS RELEASE**

CONTACT: Louise Grant, Communications, 615-263-3106, louise.grant@cca.com
Karin Demler, Investor Relations, 615-263-3005, karin.demler@cca.com

CCA Announces Hiring of Harley G. Lappin as Chief Corrections Officer

Former Bureau of Prisons Director Replaces Retiring Executive

NASHVILLE, Tenn., June 1, 2011 — **CCA (Corrections Corporation of America) (NYSE: CXW)**, America's leader in partnership corrections, announced that effective June 1, 2011, Harley G. Lappin, 55, shall serve as Executive Vice President and Chief Corrections Officer (CCO). In this role, Mr. Lappin will be responsible for the oversight of facility operations, health services, inmate rehabilitation programs, purchasing and TransCor, the Company's wholly-owned transportation subsidiary. He succeeds Richard P. Seiter, who announced his decision to step down as CCO earlier this year, effective May 31, 2011.

Mr. Lappin, as a career correctional administrator, previously served as the Director, Federal Bureau of Prisons (BOP) — the nation's largest correctional system, a position he held since 2003, prior to retirement in May 2011. He served in a variety of roles with the Bureau of Prisons for more than 25 years, beginning in 1985, including Regional Director, Warden of the United States Penitentiary in Indiana, and Warden of the Federal Correctional Institution in North Carolina, among other positions. As Director of the BOP, Lappin had oversight and management responsibility for 116 federal prisons, 14 large, private contract facilities and more than 250 contracts for community correction facilities, in total comprising more than 215,000 inmates managed by 38,000 employees, with a \$6.4 billion budget.

"Harley Lappin brings a breadth and depth of correctional expertise and leadership skills to our organization, and we believe his experience will help CCA continue to enhance the important role we play in America's correctional systems," said Damon Hininger, President and CEO. "We are keenly interested in hiring the most qualified leadership team from around the country and developing talent within our own organization. Mr. Lappin's commitment to correctional excellence fits well into our own model of business."

Speaking of his new career with CCA, Mr. Lappin stated, "I look forward to continuing my career in corrections with a reputable organization like CCA. The company has an outstanding track record of working well with its government partners as they strive to set the highest standards in the administration of a correctional system."

Having earned a masters degree in criminal justice from Kent State University and an undergraduate degree from Indiana University, Mr. Lappin serves in leadership roles for numerous professional organizations. He is chair of the Standards Committee of the American Correctional Association (ACA), and is a former board member of both the National Institute of Corrections and the Federal Prison Industry Board, and former chair of the Prison Industry Committee of the American State Correctional Administrators Association. Mr. Lappin was honored in 2010 by the ACA with the E.R. Cass Award for Correctional Achievement, the highest honor bestowed by that organization. He has received numerous other awards, including the Associate Warden of the Year award for the Bureau's South Central Region (1992); the Bureau's Excellence in Prison Management award (2000); the Attorney General's Award for Excellence in Management (2001); and the Presidential Rank Award of Meritorious Executive (2004).

About CCA

CCA is the nation's largest provider of partnership corrections to federal, state and local government, operating 66 facilities, including 45 company-owned facilities, with approximately 90,000 beds, in 19 states and the District of Columbia. In addition to providing the residential services for inmates, CCA facilities offer rehabilitation and educational programs, including education, vocation, religious services, life skills and employment training and substance abuse treatment. For more, visit www.cca.com.

CCA takes no responsibility for updating the information contained in this press release following the date hereof to reflect events or circumstances occurring after the date hereof or the occurrence of unanticipated events or for any changes or modifications made to this press release.

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