

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): November 27, 2000
(November 17, 2000)

Corrections Corporation of America

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction
of incorporation)

0-25245

(Commission File Number)

62-1763875

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

10 Burton Hills Boulevard, Nashville, Tennessee 37215

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (615) 263-3000

Not Applicable

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

ITEM 5. OTHER EVENTS.

SENIOR SECURED CREDIT FACILITY CONSENT AND AMENDMENT

Corrections Corporation of America, a Maryland corporation formerly known as Prison Realty Trust, Inc. (the "Company"), obtained, effective November 17, 2000, amendments to the credit agreement governing its \$1.0 billion senior secured credit facility (the "Credit Facility") with a syndicate of banks led by Lehman Commercial Paper Inc., as Administrative Agent, as well as the consent of the bank syndicate to certain transactions previously restricted by the Credit Facility (the "Consent and Amendment"). As a result of the Consent and Amendment, the Company avoided an event of default under the terms of the Credit Facility.

The Consent and Amendment replaces the previously existing financial covenants contained in the credit agreement governing the facility (the "Amended and Restated Credit Agreement") with the following financial covenants, each as defined in the Consent and Amendment: (i) total leverage ratio; (ii) post merger interest coverage ratio; (iii) fixed charge coverage ratio; (iv) ratio of total indebtedness to total capitalization; (v) minimum post merger EBIDTA; and (vi) total beds occupied ratio.

The Consent and Amendment also consents to certain transactions undertaken by the Company and each of Prison Management Services, Inc. ("PMSI") and Juvenile and Jail Facility Management Services, Inc. ("JJFMSI"), the Company's two affiliated service companies, including: (i) an amendment to the terms of the existing administrative services agreements by and between the Company's operating subsidiary and each of PMSI and JJFMSI to increase, effective January 1, 2000, the payments made by each of PMSI and JJFMSI to the Company's operating subsidiary under the terms of the agreements; and (ii) the Company's agreements to fully indemnify each of PMSI and JJFMSI for any and all liabilities incurred by each of them in connection with the settlement or disposition of certain outstanding litigation against the companies in exchange for certain cash payments by PMSI and JJFMSI to the Company. The Consent and Amendment also amends the terms of the Credit Facility to permit the non-cash mergers of each of PMSI and JJFMSI with and into the Company's wholly owned operating subsidiary. As a result of the Consent and Amendment, it is anticipated that the Company will complete the mergers with the service companies prior to December 31, 2000.

The Consent and Amendment further provides that the Company will be required to use commercially reasonable efforts to complete a "capital raising event" on or before June 30, 2001. A "capital raising event" is defined in the Consent and Amendment as any combination of the following transactions, which together would result in net cash proceeds to the Company of \$100.0 million: (i) an offering of the Company's common stock through the distribution of rights to the Company's existing stockholders; (ii) any other offering of the Company's common stock or certain types of the Company's preferred stock; (iii) issuances by the Company of unsecured, subordinated indebtedness providing for in-kind payments of principal and interest until repayment of the credit facility; (iv) certain types of asset sales by the Company, including the sale-leaseback of the

Company's headquarters. The Consent and Amendment also contains limitations upon the use of proceeds obtained from the completion of such "capital raising events." The requirements relating to "capital raising events" contained in the Consent and Amendment replaces the requirement currently contained in the Amended and Restated Credit Agreement that the Company use commercially reasonable efforts to consummate a rights offering on or before December 31, 2000.

As a result of the Consent and Amendment, the current interest rate applicable to the Credit Facility remains unchanged. This applicable rate, however, is subject to (i) an increase of 25 basis points (0.25%) from the current interest rate on July 1, 2001 if the Company has not prepaid \$100.0 million of the outstanding loans under the Credit Facility, and (ii) an increase of 50 basis points (0.50%) from the current interest rate on October 1, 2001 if the Company has not prepaid an aggregate of \$200.0 million of the loans under the Credit Facility.

The maturities of the loans under the Credit Facility remained unchanged as a result of the Consent and Amendment.

The complete text of the Consent and Amendment is included as Exhibit 10.1 hereto and is incorporated herein in its entirety. The text of the Amended and Restated Credit Agreement has been previously filed by the Company as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1999, as filed with the U.S. Securities and Exchange Commission (the "Commission") on August 17, 1999, as amended by the terms of the Waiver and Amendment, dated as of June 9, 2000, previously filed by the Company as Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed with the Commission on June 13, 2000. The press release issued by the Company on November 21, 2000 with respect to Consent and Amendment is filed herewith as Exhibit 99.1 and is incorporated herein in its entirety.

As previously disclosed by the Company in its Quarterly Report on Form 10-Q for the three months ended September 30, 2000, as filed with the Commission on November 14, 2000, the terms of the indenture governing the Company's aggregate \$100.0 million 12.0% senior notes due in 2006 (the "Senior Notes") generally restrict amendments to the terms of agreements by and among the Company and its affiliated companies, including Corrections Corporation of America ("Operating Company"), the Company's primary tenant prior to its merger with the Company on October 1, 2000 (the "Merger"), without the delivery of an opinion as to the fairness, from a financial point of view, to the Company of such amendments, issued by an accounting, appraisal, consulting or investment banking firm of national standing. The termination of certain agreements by and between the Company and Operating Company at the time of the Merger, as well as the forgiveness of certain amounts due the Company under the terms of the leases between the companies and a promissory note by Operating Company prior to October 1, 2000, may require the Company to obtain a fairness opinion under the terms of the Senior Notes. As a result, in connection with the Consent and Amendment, the Company has agreed to obtain within a reasonable period of time, and is in the process of obtaining, such an opinion. In the event the Company does not obtain such an opinion, and as a result, an event of default occurs under the terms of the Senior Notes, the Company will suffer an event of default under the terms of the Credit Facility.

FORWARD LOOKING STATEMENTS

This Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Actual results could differ materially from those as set forth in the forward-looking statements.

ITEM 7(C). EXHIBITS.

The following exhibits are filed as part of this Current Report:

Exhibit Number -----	Description of Exhibits -----
10.1	Consent and Amendment, dated as of November 17, 2000, by and among the Company, certain of the Company's subsidiaries as Subsidiary Guarantors, the Lenders, and Lehman Commercial Paper Inc., as Administrative Agent ("Lehman").
10.2	Amended and Restated Credit Agreement, dated August 4, 1999, by and among the Company, certain of the Company's subsidiaries as Subsidiary Guarantors, the Lenders, and Lehman, as Administrative Agent (previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1999, as filed with the Commission on August 17, 1999 and incorporated herein by this reference).
10.3	Waiver and Amendment, dated as of June 9, 2000, by and among the Company, as Borrower, certain of the Company's subsidiaries as Subsidiary Guarantors, the Lenders, and Lehman, as Administrative Agent (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed with the Commission on June 13, 2000 and incorporated herein by this reference).
99.1	Company press release, dated November 21, 2000, announcing the effectiveness of the Consent and Amendment.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the undersigned Registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 27, 2000

CORRECTIONS CORPORATION OF AMERICA
(FORMERLY PRISON REALTY TRUST, INC.)

By: /s/ John D. Ferguson

Its: Chief Executive Officer, President and
Chief Financial Officer

EXHIBIT INDEX

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10.1	Consent and Amendment, dated as of November 17, 2000, by and among Corrections Corporation of America (formerly Prison Realty Trust, Inc.) (the "Company"), certain of the Company's subsidiaries as Subsidiary Guarantors, the Lenders, and Lehman Commercial Paper Inc., as Administrative Agent ("Lehman") (the "Consent and Amendment").
10.2	Amended and Restated Credit Agreement, dated August 4, 1999, by and among the Company, certain of the Company's subsidiaries as Subsidiary Guarantors, the Lenders, and Lehman, as Administrative Agent (previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1999, as filed with the Commission on August 17, 1999 and incorporated herein by this reference).
10.3	Waiver and Amendment, dated as of June 9, 2000, by and among the Company, as Borrower, certain of the Company's subsidiaries as Subsidiary Guarantors, the Lenders, and Lehman, as Administrative Agent (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed with the Commission on June 13, 2000 and incorporated herein by this reference).
99.1	Company press release, dated November 21, 2000, announcing the effectiveness of the Consent and Amendment.

CONSENT AND AMENDMENT
DATED AS OF NOVEMBER 17, 2000

This CONSENT AND AMENDMENT (this "Agreement") is among CORRECTIONS CORPORATION OF AMERICA (formerly known as Prison Realty Trust, Inc.), a Maryland corporation (the "Borrower"), the subsidiaries of the Borrower party to the Credit Agreement referred to below (collectively, the "Subsidiary Guarantors"), the Lenders (as defined below), and LEHMAN COMMERCIAL PAPER INC. ("LCPI"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

PRELIMINARY STATEMENTS:

1. The Borrower, the Subsidiary Guarantors, the Lenders, and the Administrative Agent have entered into that certain Amended and Restated Credit Agreement, dated as of August 4, 1999, by and among the Borrower, the Subsidiary Guarantors, the lenders party thereto (the "Lenders"), the Administrative Agent, Societe Generale, as documentation agent, Lehman Brothers Inc., as advisor, book manager and lead arranger, The Bank of Nova Scotia, as syndication agent, and Southtrust Bank (formerly known as Southtrust Bank, N.A.), as co-agent (as amended by that certain Waiver and Amendment, dated as of June 9, 2000, the "Credit Agreement"; capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Credit Agreement).

2. The Borrower has informed the Lenders that it wishes to engage in certain CCA Entity Transactions that require the consent of the Required Lenders and the Required Tranche C Term Lenders, including, without limitation, the Service Company Agreements, as defined below (collectively, the "Transactions").

3. The Borrower has requested that the Required Lenders and the Required Tranche C Term Lenders (i) consent to the Transactions and (ii) agree to certain amendments to the Credit Agreement, as more particularly described below.

4. Subject to the terms and conditions set forth below, and in consideration of certain agreements of the Borrower and the other Credit Parties set forth herein, the Required Lenders and the Required Tranche C Term Lenders are willing to agree to the consents and amendments described below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. For purposes of this Agreement, the following terms shall have the meanings set forth below:

a. "Amendment Effective Date" means the date on which all of the conditions precedent to the effectiveness of this Agreement have been satisfied.

b. "Service Company A Amendment" means the amendment, to be effective as of September 29, 2000, of that certain Administrative Services Agreement by and between Service Company A and Management Sub, dated as of January 1, 1999, whereby the parties thereto will agree: (i) to increase, as of January 1, 2000, the administrative services fee paid by Service Company A to Management Sub from \$260,000 per month to \$450,000 per month; and (ii) to include, as of January 1, 2000, a monthly payment to Management Sub by Service Company A for the use of the name "Corrections Corporation of America" in an amount equal to 2.0% of Service Company A's monthly management revenues, all in form and substance satisfactory to the Administrative Agent.

c. "Service Company Agreements" means the Service Company A Amendment, the Service Company B Amendment, the Service Company A Settlement Agreement, and the Service Company B Settlement Agreement.

d. "Service Company B Amendment" means the amendment, to be effective as of September 29, 2000, of that certain Administrative Services Agreement by and between Service Company B and Management Sub, dated as of January 1, 1999, whereby the parties thereto will agree: (i) to increase, as of January 1, 2000, the administrative services fee paid by Service Company B to Management Sub from \$260,000 per month to \$450,000 per month; and (ii) to include, as of January 1, 2000, a monthly payment to Management Sub by Service Company B for the use of the name "Corrections Corporation of America" in an amount equal to 2.0% of Service Company B's monthly management revenues, all in form and substance satisfactory to the Administrative Agent.

e. "Service Company A Settlement Agreement" means that certain settlement agreement between the Borrower and Service Company A, dated as of September 29, 2000, whereby Service Company A agrees to pay the Borrower \$6,000,000 in exchange for a full indemnity by the Borrower for any and all liabilities incurred by Service Company A in connection with the settlement or disposition of a litigation known as Prison Acquisition Company, LLC vs. Prison Realty Trust, Inc., et. al., in form and substance satisfactory to the Administrative Agent.

f. "Service Company B Settlement Agreement" means that certain settlement agreement between the Borrower and Service Company B, dated as of September 29, 2000, whereby Service Company B agrees to pay the Borrower \$6,000,000 in exchange for a full indemnity by the Borrower for any and all liabilities incurred by Service Company B in connection with the settlement or disposition of a litigation known as Prison Acquisition Company, LLC vs. Prison Realty Trust, Inc., et. al., in form and substance satisfactory to the Administrative Agent.

2. Consents. Upon the terms and subject to the conditions set forth in this Agreement and in reliance on the representations and warranties of the Credit Parties set forth in this Agreement, the Required Lenders and Required Tranche C Term Lenders hereby consent to the following transactions:

a. the Service Company A Amendment;

- b. the Service Company B Amendment;
- c. the Service Company A Settlement Agreement; and
- d. the Service Company B Settlement Agreement.

3. Amendments to Credit Agreement. Upon the terms and subject to the conditions set forth in this Agreement and in reliance on the representations and warranties of the Credit Parties set forth in this Agreement, the Borrower, the Required Lenders and the Required Tranche C Term Lenders hereby agree to the following amendments to the Credit Agreement:

a. The Credit Agreement is hereby amended by deleting each reference to the term "Rights Offering" therein, including without limitation, in Sections 3.3(b)(ii), 6.15, 7.22, 8.18 and 9.1(v), and replacing each such reference with the term "Capital Raising Event".

b. Schedule 6.15 to the Credit Agreement is hereby deleted in its entirety and replaced with the revised Schedule 6.15 attached hereto as Exhibit A.

c. Section 1.1 of the Credit Agreement is hereby amended by adding the following definitions in proper alphabetical order:

1. "Capital Raising Event" means any combination of the following transactions, which together result in Net Cash Proceeds to the Borrower of at least \$100,000,000: (i) an offering made by the Borrower to its then-current common shareholders through the distribution of rights to purchase shares of common stock of the Borrower (based on each shareholder's then-current pro rata share of the Borrower's common stock); (ii) an offering by the Borrower of common or preferred stock (other than Disqualified Stock); (iii) an issuance of Subordinated PIK Debt (provided that, anything else in this Agreement to the contrary notwithstanding (including, without limitation, Sections 3.3(b)(ii), 7.22 and 8.18), the Net Cash Proceeds of any issuance of Subordinated PIK debt shall be immediately applied to repay the Loans in the order and in accordance with the procedures set forth in Section 3.3(b)(iii)); or (iv) certain sales of assets of the Borrower including, without limitation, the Headquarters Sale-Leaseback, but excluding the Agecroft Securitization, in each case in form and substance satisfactory to the Administrative Agent (provided that, anything else in this Agreement to the contrary notwithstanding (including, without limitation, Sections 3.3(b)(ii), 7.22 and 8.18), the Net Cash Proceeds of any such asset sales shall be immediately applied to repay the Loans in the order and in accordance with the procedures set forth in Section 3.3(b)(iii)); provided that, in the case of each of (i) - (iv) above, (x) each such transaction shall be consummated in accordance with all applicable federal and state laws, and (y) the proceeds of each such transaction shall be applied in accordance with the terms and conditions of this Agreement (including, without limitation, as set forth above in this definition."

2. "Consent and Amendment" means that certain Consent and Amendment, dated as of November 17, 2000, among the Borrower, certain of the Borrower's subsidiaries, the Lenders, and the Administrative Agent."

3. "Restructuring Charges" means (i) non-recurring charges or extraordinary items applied in accordance with SAB No. 100, EITF 94-3, FAS No. 121, or APB No. 120, as applicable; (ii) severance package payments accrued through and including March 31, 2001; and (iii) fees paid to management consultants, financial consultants and other professionals (including legal fees), provided that such fees shall be limited to \$1,600,000, in the aggregate, for the fiscal quarter ending December 31, 2000, and \$1,500,000, in the aggregate, for each fiscal quarter thereafter, in each case only to the extent that such fees, extraordinary items, non-recurring charges, and severance package payments are directly related to the restructuring of the corporate and capital structure of the Consolidated Parties."

4. "Subordinated PIK Debt" means unsecured, subordinated, non-guaranteed Indebtedness of the Borrower containing terms and conditions reasonably satisfactory to the Administrative Agent, provided that, in any event, (i) such Indebtedness shall be subordinated in right of payment to the Loans hereunder in a manner satisfactory to the Administrative Agent, (ii) such Indebtedness shall have a maturity date at least one year later than the final maturity of the Senior Notes, and (iii) payments of principal and interest under such Indebtedness shall be made only in kind and not in cash or any other assets of the Borrower or any other Credit Party, provided that the terms of such Subordinated PIK Debt may provide for the payment of principal and interest in cash upon the repayment in full in case of all amounts outstanding under this Agreement and the other Credit Documents in accordance with the terms hereof and thereof."

d. Section 1.1 is hereby further amended as follows:

1. The definition of "Management Sub" is hereby amended by adding the phrase "CCA of Tennessee, Inc., a Tennessee corporation and" immediately preceding the words "the wholly-owned" in the first line thereof.

2. The definition of "LTM Post Merger EBITDA" is hereby amended by deleting the phrase "Section 7.11(b)" and replacing it with the phrase "Section 7.11(i)" in the second line thereof.

3. The definition of "Post Merger EBITDA" is hereby amended by adding the phrase "and (v) Restructuring Charges for such period, to the extent permitted by GAAP," immediately preceding the words "in each case to the extent" in the twelfth line thereof.

4. The definition of "Post Merger Interest Coverage Ratio" is hereby amended by adding the phrase "for the twelve month period ending on such date," immediately preceding the words "the ratio of Post Merger EBITDA" in the second line thereof.

5. The definition of "Rights Offering" is hereby deleted in its entirety.

6. The definition of "Service Company Mergers" is hereby amended by adding the words "or Management Sub (with the applicable Service Company Sub or Management Sub as the servicing entity)" immediately following the words "applicable Service Company Subs" in the second line thereof. For the avoidance of doubt, to the

extent that either or both of Service Company A or Service Company B merges with and into Management Sub, any property formerly owned by Service Company A and/or Service Company B, as applicable, shall be excluded from the Collateral hereunder.

7. The definition of "Total Beds Occupied Ratio" is hereby amended by deleting the words "and managed by a Credit Party or Management Opco" immediately following the words "owned by a Credit Party" and replacing them with the words "Service Company A or Service Company B and managed by a Credit Party, Management Opco, Service Company A or Service Company B" in the fourth line thereof.

e. Section 3.3(b) (iv) of the Credit Agreement is hereby deleted in its entirety and replaced with the following new Section 3.3(b) (iv):

"(iv) Agecroft Securitization. Notwithstanding the foregoing, the Net Cash Proceeds received by the Borrower or any other Credit Party in connection with the Agecroft Securitization shall be immediately applied to the repayment of the Revolving Loans and (a) the Revolving Committed Amount shall be simultaneously permanently reduced by fifty percent (50%) of the aggregate amount of such Net Cash Proceeds (as contemplated in the definition of Revolving Committed Amount) and (b) in addition to the reduction in the Revolving Committed Amount set forth in clause (a) above, but without resulting in a further such reduction, the Availability Reserve then in effect shall be simultaneously increased by an amount equal to twenty-five percent (25%) of the aggregate amount of such Net Cash Proceeds until such time as the Aggregate Required Lenders shall otherwise agree in writing."

f. Section 3.17 of the Credit Agreement is hereby deleted in its entirety and replaced with the following new Section 3.17:

"3.17 ADDITIONAL CONSIDERATION.

(a) Without diminishing or otherwise affecting the provisions of Section 3.1 or the other provisions of this Section 3.17, and in consideration for the consents, waivers and amendments contained in the Waiver and Amendment, all Loans under this Credit Agreement shall bear interest at a per annum rate of 0.50% greater than the rate that would otherwise be applicable (by way of example only, 9.00% in lieu of 8.50%).

(b) Without diminishing or otherwise affecting the provisions of Section 3.1 or the other provisions of this Section 3.17, and in consideration for the consents and amendments contained in the Consent and Amendment, commencing on July 1, 2001, all loans under this Credit Agreement shall bear interest at a per annum rate 0.25% greater than the rate that would otherwise be applicable (by way of example only, 9.25% in lieu of 9.00%), unless and until such time as the Borrower shall have prepaid after the date of the Consent and Amendment (whether voluntarily or as required by the terms and conditions of this Credit Agreement) the Loans in an amount equal to or greater than

\$100,000,000 and applied such prepayments in accordance with Section 3.3(b)(iii), at which such time such 0.25% increase shall automatically terminate; provided that (i) any portion of the Net Cash Proceeds received by the Borrower or any Credit Party in connection with the Agecroft Securitization that is applied to the permanent reduction of the Revolving Committed Amount in accordance with Section 3.3(b)(iv)(a) shall be treated, for purposes of this Section 3.17(b) only, as if such Net Cash Proceeds had been applied in accordance with Section 3.3(b)(iii); and (ii) as of October 1, 2001, this Section 3.17(b) shall have no further force or effect.

(c) Without diminishing or otherwise affecting the provisions of Section 3.1 or this Section 3.17, and in consideration for the consents and amendments contained in the Consent and Amendment, commencing on October 1, 2001, all Loans under this Credit Agreement shall bear interest at a per annum rate 0.50% greater than the rate that would otherwise be applicable (by way of example only, 9.50% in lieu of 9.00%), unless and until such time as the Borrower shall have prepaid after the date of the Consent and Amendment (whether voluntarily or as required by the terms and conditions of this Credit Agreement) the Loans in an amount equal to or greater than \$200,000,000.00, inclusive of all amounts prepaid in satisfaction of Section 3.17(b) above, and applied such prepayments in accordance with Section 3.3(b)(iii), at which such time such 0.50% increase shall automatically terminate; provided that any portion of the Net Cash Proceeds received by the Borrower or any Credit Party in connection with the Agecroft Securitization that is applied to the permanent reduction of the Revolving Committed Amount in accordance with Section 3.3(b)(iv)(a) shall be treated, for purposes of this Section 3.17(c) only, as if such Net Cash Proceeds had been applied in accordance with Section 3.3(b)(iii)."

g. Section 7.1(b)(iii) of the Credit Agreement is hereby amended by deleting the phrase "Prior to the consummation of the Management Opco Merger, as" in the first line thereof and replacing such phrase with the word "As".

h. Section 7.1(c) of the Credit Agreement is hereby amended as follows:

(i) the phrase "Section 7.11(a) and (b)" starting in the fourth line thereof is hereby deleted and replaced with the phrase "Section 7.11";

(ii) the phrase "Sections 7.11(a)(viii) and 7.11(c)" in the twelfth line thereof is hereby deleted and replaced with the phrase "Section 7.11(vi)"; and

(iii) the phrase "accompanied by a report setting forth, on a facility by facility basis, the Total Beds Occupied Ratio for such month" is added immediately following the phrase "Unrestricted Subsidiary, as applicable)" and immediately preceding the period at the end thereof.

i. Section 7.11 of the Credit Agreement is hereby deleted in its entirety and replaced with the following new Section 7.11:

"7.11 FINANCIAL COVENANTS.

(i) Maximum Total Leverage. At all times the ratio of Total Indebtedness to Post Merger EBITDA of the Consolidated Parties for the immediately preceding four full fiscal quarters ("LTM Post Merger EBITDA") shall be equal to or less than the ratio set forth below for such fiscal quarter, provided that for any fiscal quarter after fiscal year 2001, such ratio shall be equal to or less than 6.00:1.00. For purposes of determining compliance with this Section 7.11 (i), during the third quarter of 2000, LTM Post Merger EBITDA shall be \$133,700,000.

Fiscal Quarter	Ratio
Q3 - 2000:	8.80:1.00
Q4 - 2000:	8.15:1.00
Q1 - 2001:	7.80:1.00
Q2 - 2001:	7.10:1.00
Q3 - 2001:	6.10:1.00
Q4 - 2001:	6.00:1.00

(ii) Post Merger Interest Coverage Ratio. The Post Merger Interest Coverage Ratio, as of the last day of each fiscal quarter of the Consolidated Parties, shall be equal to or greater than the ratio set forth below for such fiscal quarter, provided that for any fiscal quarter after fiscal year 2001, such ratio shall be equal to or greater than 1.35:1.00. For purposes of determining compliance with this Section 7.11(ii), (A) during the third quarter of 2000 and the fourth quarter of 2000, all necessary calculations for the immediately preceding twelve month period shall be determined by multiplying the applicable component of the Post Merger Interest Coverage Ratio for the third or fourth quarter of 2000, as applicable, by four, (B) during the first quarter of 2001, all necessary calculations for the immediately preceding twelve month period shall be determined by multiplying (i) the sum of the applicable component of the Post Merger Interest Coverage Ratio for the fourth quarter of 2000 plus such component for the first quarter of 2001 by (ii) two, and (C) during the second quarter of 2001, all necessary calculations for the immediately preceding twelve month period shall be determined by multiplying (i) the sum of the applicable component of the Post Merger Interest Coverage Ratio for the fourth quarter of 2000 plus such component for the first quarter of 2001 plus such component for the second quarter of 2001 by (ii) four-thirds.

Fiscal Quarter	Ratio
Q3 - 2000:	0.95:1.00
Q4 - 2000:	1.25:1.00
Q1 - 2001:	1.30:1.00
Q2 - 2001:	1.30:1.00
Q3 - 2001:	1.35:1.00
Q4 - 2001:	1.35:1.00

(iii) Fixed Charge Coverage. The Fixed Charge Coverage Ratio, as of the last day of each fiscal quarter of the Consolidated Parties, shall be equal to or greater than the ratio set forth below for such fiscal quarter, provided that for any fiscal quarter after fiscal year 2001, such ratio shall be equal to or greater than 1.10:1.00. For purposes of determining compliance with this Section 7.11(iii), (A) during the third quarter of 2000 and the fourth quarter of 2000, all necessary calculations for the immediately preceding twelve month period shall be determined by multiplying the applicable component of the Fixed Charge Coverage Ratio for the third or fourth quarter of 2000, as applicable, by four, (B) during the first quarter of 2001, all necessary calculations for the immediately preceding twelve month period shall be determined by multiplying (i) the sum of the applicable component of the Fixed Charge Coverage Ratio for the fourth quarter of 2000 plus such component for the first quarter of 2001 by (ii) two, and (C) during the second quarter of 2001, all necessary calculations for the immediately preceding twelve month period shall be determined by multiplying (i) the sum of the applicable component of the Fixed Charge Coverage Ratio for the fourth quarter of 2000 plus such component for the first quarter of 2001 plus such component for the second quarter of 2001 by (ii) four-thirds.

Fiscal Quarter	Ratio
Q3 - 2000:	0.65:1.00
Q4 - 2000:	1.05:1.00
Q1 - 2001:	1.10:1.00
Q2 - 2001:	1.10:1.00
Q3 - 2001:	1.10:1.00
Q4 - 2001:	1.10:1.00

(iv) Total Indebtedness to Total Capitalization. At all times the ratio of Total Indebtedness to Total Capitalization shall be equal to or less than 0.55:1.00. For purposes of determining compliance with this Section 7.11(iv), (A) during the third quarter of 2000, in connection with the Change in Tax Status, the Borrower shall be entitled to make a permanent positive adjustment to retained earnings in an amount equal to the lesser of (x) the aggregate of any reductions in retained earnings that are caused directly by recognizing deferred tax liabilities and/or valuation allowances recorded against deferred tax assets in accordance with FSAS No. 109 and (y) \$200,000,000, and (B) during the fourth quarter of 2000, the Borrower shall be entitled to make a permanent positive adjustment to retained earnings in an amount equal to the lesser of (x) the aggregate of any reductions in the carrying value of any assets to fair market value and/or net realizable value and any non-cash charges related solely to the Management Opco Merger, each as determined in accordance with GAAP and (y) \$600,000,000.

(v) Minimum Post Merger EBITDA. As of the last day of each fiscal quarter of the Consolidated Parties, Post Merger EBITDA shall be equal to or greater than the amount indicated below for such fiscal quarter, provided that for any fiscal quarter after fiscal year 2001, Post Merger EBITDA shall be equal to or greater than \$44,200,000.

Fiscal Quarter	Amount
Q3 - 2000:	\$33,200,000
Q4 - 2000:	\$42,200,000
Q1 - 2001:	\$45,600,000
Q2 - 2001:	\$41,400,000
Q3 - 2001:	\$44,300,000
Q4 - 2001:	\$44,200,000

Pro Forma Adjustments: The financial covenants contained in (i) through (v) above shall be calculated as if the Management Opco Merger had occurred on the first of day of such fiscal quarter.

(vi) Total Beds Occupied Ratio. At the end of each calendar month the average of the Total Beds Occupied Ratios for each of the immediately preceding three calendar months shall be equal to or greater than the amount indicated below for such calendar month.

Month	Ratio
June 2000	74.0%
July 2000	75.0%
August 2000	76.0%
September 2000	79.0%
October 2000	84.0%
November 2000	85.0%
December 2000	86.0%
January 2001	86.0%
February 2001	86.0%
March 2001	87.0%
April 2001	87.0%
May 2001	87.0%
June 2001	87.0%
July 2001	88.0%
August 2001	88.0%
September 2001	88.0%
October 2001	88.0%
November 2001	88.0%
December 2001, and thereafter	88.0%

j. Section 7.22 of the Credit Agreement is hereby deleted in its entirety and replaced with the following new Section 7.22:

"7.22 CAPITAL RAISING EVENT.

The Borrower will use commercially reasonable efforts to complete the Capital Raising Event on or before June 30, 2001. Subject to the limitations set forth in the definition of "Capital Raising Event," upon receipt of the Net Cash proceeds of any transaction contemplated

in clauses (i) and (ii) of the definition of "Capital Raising Event," the Borrower will (a) immediately apply seventy-five percent (75%) of such Net Cash Proceeds to the repayment of the Loans in accordance with Sections 3.3(b)(ii) and (iii) and (b) immediately apply the remaining twenty-five percent (25%) of such Net Cash Proceeds to the repayment of the Revolving Loans. Simultaneously, the Availability Reserve then in effect shall be increased by an amount equal to the portion of such Net Cash Proceeds applied to the repayment of the Revolving Loans pursuant to clause (b) above until such time as the Capital Raising Event is complete. Upon the completion of the Capital Raising Event, the Availability Reserve shall immediately be reduced to the extent of any increases occasioned by this Section 7.22."

k. Section 7 of the Credit Agreement is hereby further amended by adding, immediately following Section 7.23, the following new Section 7.24:

"7.24 MANAGEMENT CONTRACT.

The Borrower will, no later than December 31, 2000, (i) enter into an agreement with Management Sub, in form and substance satisfactory to the Aggregate Required Lenders, pursuant to which the Borrower will (A) permit Management Sub to manage and operate such prison facilities as are then or thereafter owned by the Borrower and then or thereafter managed by Management Sub or (B) lease to Management Sub such prison facilities as are then or thereafter owned by the Borrower and then or thereafter managed by Management Sub, in either case, in exchange for a fee to be paid from Management Sub to the Borrower, and (ii) simultaneously therewith, pledge such agreement and the proceeds to be received thereunder to the Administrative Agent as additional Collateral for the Obligations, in a manner satisfactory to the Administrative Agent."

l. Section 8.4(f) of the Credit Agreement is hereby amended by adding the words "or Management Sub" immediately following the words "into the Service Company Subs" and immediately preceding the words "provided that".

m. Section 8.4(f)(i) of the Credit Agreement is hereby amended by adding the words "or Management Sub" immediately following the words "the Service Company Subs" and immediately preceding the words "each shall be the continuing".

n. Section 8.18 of the Credit Agreement is hereby amended by deleting clause (ii) in its entirety and replacing it with the following new clause (ii): "(ii) subject to the limitations set forth in the definition of "Capital Raising Event," after completion of the Capital Raising Event, Build-to-Suit Capital Expenditures not exceeding twenty-five percent (25%) of the Net Cash Proceeds thereof (with the remaining seventy-five percent (75%) being applied in accordance with Sections 3.3(b)(ii) and (iii))," in the fifth through eighth lines thereof.

o. Section 9.1(p) of the Credit Agreement is hereby amended by deleting the words "prior to the appointment of and commencement of duties by the New CEO" in the first and second lines thereof.

p. Section 9.1(q) of the Credit Agreement is hereby amended by deleting the words "November 15, 2000" in the second line thereof and replacing them with the words "December 31, 2000".

q. Section 9.1(t) of the Credit Agreement is hereby amended by deleting the words "prior to the appointment of and commencement of duties by the New CEO" in the first and second lines thereof.

r. Section 9.1(v) of the Credit Agreement is hereby amended by deleting the words "December 31, 2000" and replacing them with the words "June 30, 2001".

s. Section 11.1 of the Credit Agreement is hereby amended by replacing the name "Thomas W. Beasley" with the name "John Ferguson" in the address block for the Credit Parties therein.

4. Conditions to Effectiveness. The effectiveness of this Agreement is conditioned upon satisfaction of the following conditions precedent:

a. the Administrative Agent shall have received signed written authorization from the Required Lenders and Required Tranche C Term Lenders to execute this Agreement, and shall have received counterparts of this Agreement signed by the Borrower and the other Credit Parties;

b. each of the representations and warranties in Section 5 below shall be true and correct in all material respects;

c. after giving effect to the consents set forth in Section 2 hereof, no Default or Event of Default shall have occurred and be continuing under the Credit Agreement or any other Credit Document;

d. in consideration of the consents and amendments contained in this Agreement, the Borrower shall have paid to the Administrative Agent on the Amendment Effective Date, for the pro rata account of the Lenders, a fee equal to 0.05% of the sum of the Revolving Committed Amount, the outstanding Term Loans and the outstanding Tranche C Term Loans;

e. the Administrative Agent shall have received payment in immediately available funds of all expenses incurred by the Administrative Agent (including, without limitation, legal fees) for which invoices have been presented, on or before the Amendment Effective Date;

f. the Administrative Agent and the Lenders shall have received legal opinions from (i) the Borrower's New York counsel reasonably satisfactory to the Administrative Agent, (ii) Miles & Stockbridge, (iii) Stokes Bartholomew Evans & Petree and (iv) other counsel requested by the Administrative Agent, each in form and substance reasonably satisfactory to the Administrative Agent, dated as of the Amendment Effective Date and addressed to each of the Administrative Agent, the Documentation Agent, the Syndication Agent, the Co-Agent, the Lead Arranger and the Lenders;

g. the Required Lenders and the Required Tranche C Term Lenders shall be satisfied with the continued perfection and priority of the Liens of the Administrative Agent

on the Collateral and will have received such title insurance endorsements and other documents and agreements as they may reasonably require;

h. the Administrative Agent shall have received satisfactory evidence that the execution, delivery and performance of this Agreement (including, without limitation, the amendments to the Credit Agreement contained herein) have been duly approved by all necessary corporate action of each Credit Party; and

i. the Administrative Agent shall have received such other documents, instruments, certificates, opinions and approvals as it may reasonably request.

5. Representations and Warranties. The Borrower and each of the other Credit Parties represents and warrants to the Administrative Agent and the Lenders as follows:

a. Authority. Each of the Credit Parties has the requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and under the Credit Agreement (as modified hereby). The execution, delivery and performance by the Borrower and each other Credit Party of this Agreement, the Credit Agreement (as modified hereby) and the transactions contemplated hereby and thereby have been duly approved by all necessary corporate action of such Person and no other corporate proceedings on the part of each such Person are necessary to consummate such transactions (except as expressly contemplated hereby and thereby).

b. Enforceability. This Agreement has been duly executed and delivered by the Borrower and the other Credit Parties. Each of this Agreement and, after giving effect to this Agreement, the Credit Agreement and the other Credit Documents is the legal, valid and binding obligation of each Credit Party hereto and thereto, enforceable against such Credit Party in accordance with its terms, and is in full force and effect. Neither the execution, delivery or performance of this Agreement or of the Credit Agreement (as modified hereby), nor the performance of the transactions contemplated hereby or thereby, will adversely affect the validity, perfection or priority of the Administrative Agent's Lien on any of the Collateral. The Borrower's name change from "Prison Realty Trust, Inc.," to "Corrections Corporation of America" has not adversely affected the enforceability of any of the Credit Documents or the creation, perfection or priority of any of the Administrative Agent's Liens on the Collateral. The consents and amendments with respect to the Credit Agreement contained herein have been validly approved as required under Section 11.6 and 11.6A of the Credit Agreement and such consents and amendments are binding on the Lenders.

c. Representations and Warranties. After giving effect to this Agreement, the representations and warranties contained in the Credit Agreement and the other Credit Documents (other than any such representations and warranties that, by their terms, are specifically made as of a date other than the date hereof) are true and correct on and as of the date hereof as though made on and as of the date hereof.

d. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including, without limitation, the Management Opco Merger, the Service Company Mergers and the Service Company

Agreements), nor performance of and compliance with the terms and provisions hereof by such Credit Party will, at the time of such performance, (a) violate or conflict with any provision of its articles or certificate of incorporation or bylaws or other organizational or governing documents of such Person, (b) violate, contravene or materially conflict with any Requirement of Law or any other law, regulation (including, without limitation, Regulation U or Regulation X), order, writ, judgment, injunction, decree or permit applicable to it, except for any violation, contravention or conflict which could not reasonably be expected to have a Material Adverse Effect, (c) violate, contravene or conflict with contractual provisions of, or cause an event of default under, any indenture, loan agreement, mortgage, deed of trust, contract or other agreement or instrument to which it is a party or by which it may be bound (including, without limitation, the Senior Notes Indenture, the MDP Note Purchase Agreement, the PMI Note Purchase Agreement and the Management Opco Credit Agreement), except for any violation, contravention or conflict which could not reasonably be expected to have a Material Adverse Effect, or (d) result in or require the creation of any Lien (other than those contemplated in or created in connection with the Credit Documents) upon or with respect to its properties.

e. No Default. After giving effect to the consents set forth in Section 2 hereof, no Default or Event of Default shall have occurred and be continuing under the Credit Agreement or any other Credit Document.

6. Reference to and Effect on Credit Agreement.

a. Upon and after the effectiveness of this Agreement, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Credit Documents to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as modified hereby.

b. Except as specifically modified above, the Credit Agreement and the other Credit Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Credit Party Obligations under and as defined therein, in each case as modified hereby. The consents contained in Section 2 of this Agreement are limited to the specific facts and circumstances set forth therein and shall not operate as a waiver of, or a consent to any variation from, any other provision of the Credit Agreement or any other Credit Document.

c. The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Secured Party under any of the Credit Documents, nor, except as expressly provided herein, constitute a waiver or amendment of any provision of any of the Credit Documents.

7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this

Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

8. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

10. Release of Claims. Each of the Credit Parties, hereby acknowledges and agrees that it does not have any defenses, counterclaims, offsets, cross-complaints, claims or demands of any kind or nature whatsoever arising out of the Credit Agreement or the other Credit Documents that can be asserted to reduce or eliminate all or any part of the liability of such Credit Party to repay any Secured Party, as provided in the Credit Agreement and the other Credit Documents, or to seek affirmative relief or damages of any kind or nature from any Secured Party arising out of the Credit Agreement or the other Credit Documents. Each Credit Party hereby voluntarily and knowingly releases and forever discharges each of the Secured Parties, and each Secured Party's predecessors, agents, employees, successors and assigns, from all possible claims, demands, actions, causes of action, damages, costs, or expenses, and liabilities whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent, or conditional, at law or in equity, originating in whole or in part on or before the effective date of this Agreement, which such Credit Party may now or hereafter have against any such Secured Party, and such Secured Party's predecessors, agents, employees, successors and assigns, if any, in each case arising out of the Credit Agreement or the other Credit Documents, irrespective of whether any such claims arise out of contract, tort, violation of law or regulations, or otherwise, including, without limitation, the exercise of any rights and remedies under the Credit Agreement or the other Credit Documents, and the negotiation and execution of this Agreement.

To the extent that such laws may be applicable, the Credit Parties waive and release any right or defense which they might otherwise have under any law of any applicable jurisdiction which might limit or restrict the effectiveness or scope of any of their waivers or releases hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Waiver to be executed by their respective officers thereunto duly authorized, as of the date first written above.

CORRECTIONS CORPORATION OF AMERICA (f/k/a Prison Realty Trust, Inc.), a Maryland corporation

By: /s/ John D. Ferguson

Name: John D. Ferguson
Title: President

PRISON REALTY MANAGEMENT, INC., a Tennessee corporation

By: /s/ John D. Ferguson

Name: John D. Ferguson
Title: President

CCA OF TENNESSEE, INC. (f/k/a CCA Acquisition Sub, Inc.), a Tennessee corporation

By: /s/ Brent Turner

Name: Brent Turner
Title: Secretary

PMSI ACQUISITION SUB, INC., a Tennessee corporation

By: /s/ Brent Turner

Name: Brent Turner
Title: Secretary

JJFMSI ACQUISITION SUB, INC.,
a Tennessee corporation

By: /s/ Brent Turner

Name: Brent Turner
Title: Secretary

TRANSCOR AMERICA, LLC,
a Tennessee limited liability company

By: /s/ T. Don Hutto

Name: T. Don Hutto
Title: Chief Manager

CCA INTERNATIONAL, INC.,
a Tennessee corporation

By: /s/ Brent Turner

Name: Brent Turner
Title: Secretary

TECHNICAL AND BUSINESS
INSTITUTE, INC., a Tennessee corporation

By: /s/ Brent Turner

Name: Brent Turner
Title: Secretary

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent, on behalf of the
Required Lenders and the Required Tranche C
Term Lenders

By: /s/ Authorized Signatory

Name:
Title:

EXHIBIT A

Revised Schedule 6.15 to Credit Agreement

[intentionally omitted]

E-1

Contact:

Media Contact - Susan Hart (615) 263-3104

Investor Contact - Karin Demler (615) 263-3005

CORRECTIONS CORPORATION OF AMERICA
OBTAINS CONSENT AND AMENDMENT TO
BANK CREDIT FACILITY

NASHVILLE, Tenn. - (November 21, 2000) - Corrections Corporation of America (formerly Prison Realty Trust, Inc.) (NYSE: CXW) (the "Company") announced today that it has obtained, effective November 17, 2000, amendments to the credit agreement governing its \$1.0 billion senior secured credit facility with a syndicate of banks led by Lehman Commercial Paper Inc., as Administrative Agent, as well as the consent of the bank syndicate to certain transactions previously restricted by the facility (the "Consent and Amendment"), thereby avoiding an event of default by the Company under the facility. The complete text of the Consent and Amendment will be included as an exhibit to a Current Report on Form 8-K to be filed by the Company with the U.S. Securities and Exchange Commission (the "Commission") via EDGAR.

The Consent and Amendment, which was obtained on terms previously described in the Company's Quarterly Report on Form 10-Q filed with the Commission on November 14, 2000 and as disclosed by the Company, replaces the previously existing financial covenants contained in the credit agreement governing the facility with the following financial covenants, each as defined in the Consent and Amendment: (i) total leverage ratio; (ii) post merger interest coverage ratio; (iii) fixed charge coverage ratio; (iv) ratio of total indebtedness to total capitalization; (v) minimum post merger EBIDTA; and (vi) total beds occupied ratio. The Consent and Amendment also consents to certain transactions undertaken or to be completed by the Company and each of Prison Management Services, Inc. ("PMSI") and Juvenile and Jail Facility Management Services, Inc. ("JJFMSI"), two affiliated service companies, including the non-cash mergers of each of PMSI and JJFMSI with and into the Company's wholly owned operating subsidiary. As a result of this consent, it is anticipated that the Company will complete the mergers with the service companies prior to December 31, 2000.

The Consent and Amendment further provides that the Company will be required to use commercially reasonable efforts to complete a "capital raising event" on or before June 30, 2001. A "capital raising event" is defined in the Consent and Amendment as any combination of the following transactions, which together would result in net cash proceeds to the Company of \$100.0 million: (i) an offering of the Company's common stock through the distribution of rights to the Company's existing stockholders; (ii) any other offering of the Company's common stock or certain types of the Company's preferred stock; (iii) issuances by the Company of unsecured, subordinated indebtedness providing for in-kind payments of principal and interest until repayment of the credit facility; (iv) certain types of asset sales by the Company, including the sale-leaseback of the Company's headquarters. The Consent and Amendment also contains limitations upon the use of proceeds obtained from the completion of such "capital raising events." The requirements relating to "capital raising events" contained in the Company's credit agreement would replace the requirement currently contained in the credit agreement that the Company use commercially reasonable efforts to consummate a rights offering on or before December 31, 2000.

As a result of the Consent and Amendment, the current interest rate applicable to the Company's credit facility remains unchanged. This applicable rate, however, is subject to (i) an increase of 25 basis points (0.25%) from the current interest rate on July 1, 2001 if the Company has not prepaid \$100.0 million of the outstanding loans under the credit facility, and (ii) an increase of 50 basis points (0.50%) from the current interest rate on October 1, 2001 if the Company has not prepaid an aggregate of \$200.0 million of the loans under the credit facility.

The maturities of the loans under the credit facility remained unchanged as a result of the Consent and Amendment.

ABOUT THE COMPANY

The Company and its affiliated companies are the nation's largest provider of detention and corrections services to governmental agencies. The Company and its affiliated companies are the industry leader in private sector corrections with approximately 61,000 beds in 68 facilities under contract for management in the United States and Puerto Rico. The Company owns 44 correctional and detention facilities with a design capacity of approximately 41,693 beds in the United States and the United Kingdom. The Company's full range of services includes design, construction, ownership, renovation and management of new or existing jails and prisons, as well as long distance inmate transportation services.

FORWARD-LOOKING STATEMENTS

This press release contains statements that are forward-looking statements as defined within the Private Securities Litigation Reform Act of 1995. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from the statements made. Factors that could cause operating and financial results to differ are described in the Company's Form 10-K, as well as in other documents filed with the Commission, and these factors include, but are not limited to, the growth of the private corrections and detention industry, the Company's ability to obtain and maintain facility management contracts and general market conditions. The Company does not undertake any obligation to publicly release the result of any revisions to forward-looking statements that may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.