
**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): August 16, 2007 (August 10, 2007)

Corrections Corporation of America

(Exact name of registrant as specified in its charter)

Maryland

(State or Other Jurisdiction of Incorporation)

001-16109

(Commission File Number)

62-1763875

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

10 Burton Hills Boulevard, Nashville, Tennessee 37215

(Address of principal executive offices) (Zip Code)

(615) 263-3000

(Registrant's telephone number, including area code)

Not Applicable

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Amendments to Deferred Compensation Plans

On August 10, 2007, the Board of Directors of Corrections Corporation of America (the “Company”) approved the amendment and restatement of the Corrections Corporation of America Non-Employee Director Deferred Compensation Plan and the Corrections Corporation of America Executive Deferred Compensation Plan in order to make certain administrative changes and to bring them into compliance with Section 409A of the Internal Revenue Code of 1986, as amended.

The amended and restated plans are attached hereto as Exhibits 10.1 and 10.2 and are incorporated herein in their entirety by this reference.

Amendments to Executive Employment Agreements

On August 15, 2007, Corrections Corporation of America (the “Company”) entered into amended employment agreements with John D. Ferguson, Todd J. Mullenger, William K. Rusak, Richard P. Seiter and G.A. Puryear IV in order to bring them into compliance with Section 409A of the Internal Revenue Code of 1986, as amended.

The amended executive employment agreements are attached hereto as Exhibits 10.3, 10.4, 10.5, 10.6 and 10.7 and are incorporated herein in their entirety by this reference.

Amendment to Kenneth A. Bouldin Employment Agreement

As previously disclosed, Kenneth A. Bouldin has decided to retire from his current position as Executive Vice President and Chief Development Officer of the Company, effective August 31, 2007. Mr. Bouldin, however, has agreed to remain with the Company in order to provide assistance with the transition and other matters related to business development as needed for a one-year period. In connection therewith, the Company and Mr. Bouldin have entered into an amendment to Mr. Bouldin’s employment agreement and general release (the “Agreement”), pursuant to which Mr. Bouldin will remain an employee of the Company until August 31, 2008. During this time, Mr. Bouldin will continue to receive his current annual base salary of \$321,368 as well as customary life and health insurance benefits (to the extent permissible under the Company’s insurance plans). Mr. Bouldin will be eligible to receive a pro rata bonus pursuant to the Company’s 2007 Cash Incentive Plan, but will no longer have the right to receive a bonus pursuant to any similar incentive plan adopted for the 2008 fiscal year. Additionally, Mr. Bouldin will no longer be entitled to receive any severance payments or other benefits in the event of a termination of his employment without “cause” or in connection with a change in control of the Company, as was the case under Mr. Bouldin’s prior employment agreement. As provided for in the Agreement, Mr. Bouldin has also agreed to forfeit his February 2007 option grant as well as all of his unvested restricted stock and to release any potential claims he may have against the Company arising from or during his employment as Executive Vice President and Chief Development Officer of the Company.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the Agreement, which is attached hereto as Exhibit 10.8. The terms of Mr. Bouldin’s original employment agreement are described in the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission on March 13, 2007. Such description is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Amended and Restated Corrections Corporation of America Non-Employee Director Deferred Compensation Plan.
 - 10.2 Amended and Restated Corrections Corporation of America Executive Deferred Compensation Plan.
 - 10.3 Second Amended and Restated Employment Agreement, dated as of August 15, 2007, with John D. Ferguson.
 - 10.4 First Amended and Restated Employment Agreement, dated as of August 15, 2007, with Todd J. Mullenger.
 - 10.5 First Amended and Restated Employment Agreement, dated as of August 15, 2007, with William K. Rusak.
 - 10.6 Second Amended and Restated Employment Agreement, dated as of August 15, 2007, with Richard P. Seiter.
 - 10.7 First Amended and Restated Employment Agreement, dated as of August 15, 2007, with G.A. Puryear IV.
 - 10.8 First Amendment to Employment Agreement and General Release, dated as of August 15, 2007, with Kenneth A. Bouldin.
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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: August 16, 2007

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Todd J. Mullenger

Todd J. Mullenger
Executive Vice President and
Chief Financial Officer

**AMENDED AND RESTATED
CORRECTIONS CORPORATION OF AMERICA
NON-EMPLOYEE DIRECTOR
DEFERRED COMPENSATION PLAN**

RECITALS:

A. Corrections Corporation of America (the “Company”) has established and currently maintains the Corrections Corporation of America Non-Employee Director Deferred Compensation Plan (the “Plan”). The Plan is administered by the Committee (as herein defined), which has the right, subject to certain limitations, to amend the Plan. The Committee desires to amend and restate the Plan on the terms and conditions hereinafter set forth.

B. The Plan was adopted and is maintained for purposes of providing benefits to certain non-employee Directors of the Company.

**ARTICLE I
GENERAL**

Section 1.1 Purpose of the Plan. The purpose of this Plan is to reward non-employee Directors of the Company who have contributed to the Company’s success and are expected to continue to contribute to such success in the future. The Plan generally provides such non-employee Directors with the opportunity to defer a portion of their compensation on the terms and conditions set forth herein.

Section 1.2 Effective Date. The effective date of the Plan was originally June 1, 2002. Except as set forth herein or as otherwise required by the context, the effective date of this amendment and restatement of the Plan is January 1, 2005.

Section 1.3 Gender and Number. For purposes of interpreting the provisions of this Plan, the masculine gender shall be deemed to include the feminine, the feminine gender shall be deemed to include the masculine, and the singular shall include the plural unless otherwise clearly required by the context.

**ARTICLE II
DEFINITIONS**

Section 2.1 Account. Account means, with respect to each Director, the account maintained by the Company for each Participant in accordance with Article III hereof.

Section 2.2 Beneficiary. Beneficiary means the person or persons designated by a Participant as his or her beneficiary hereunder in accordance with the provisions of Article IV.

Section 2.3 Board. Board means the Board of Directors of the Company.

Section 2.4 Change in Control. Change in Control means the happening of any of the following:

(a) any person or entity, including a “group” as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, 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 50% 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

(b) as the result of, or in connection with, any cash tender or exchange offer, merger or other business combination, sale of assets 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 corporation 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

(c) during any period of two consecutive years, individuals who at the beginning of any such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company’s stockholders, of each director of the Company first elected during such period was approved by a vote of at least two-thirds (2/3) of the directors of the Company then still in office who were directors of the Company at the beginning of any such period.

Section 2.5 Code. Code means the Internal Revenue Code of 1986, as the same may from time to time be amended.

Section 2.6 Committee. Committee means the Compensation Committee of the Board or, if none, the Board or another committee designated by the Board to discharge the duties of the Committee hereunder.

Section 2.7 Company. Company means Corrections Corporation of America, a Maryland corporation, or any successor thereto.

Section 2.8 Deferrals. Deferrals has the meaning ascribed to it in Section 3.1(a) hereof.

Section 2.9 Deferred Compensation Benefit. Deferred Compensation Benefit means, with respect to each Participant as of any date, such Participant's vested benefit as determined pursuant to Article III hereof.

Section 2.10 Director. Director means each member of the Company's Board who is not also an employee of the Company or a Subsidiary. Each Director shall be eligible to participate in the Plan; *provided, however*, that the Committee may from time to time, in its sole discretion with or without cause, revoke a Director's eligibility to participate in the Plan upon ninety (90) days' written notice. Any such revocation shall not, however, reduce any Deferred Compensation Benefits to which the Director may be entitled at the time of such revocation. In addition, any such revocation shall not be effective until the first day of the Plan Year following the Plan Year in which such revocation occurs.

Section 2.11 Director Fees. Director Fees means the fees a Director is entitled to receive as compensation for his services as a Director and includes, without limitation, retainer fees, Director meeting fees and committee meeting fees.

Section 2.12 Disability. Disability means (i) a Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months or (ii) by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, the Participant is receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering the Company's employees.

Section 2.13 Earnings. Earnings means the earnings credited to each Participant's Account in accordance with Section 3.1(b) hereof.

Section 2.14 Participant. Participant means any Director who elects to participate in the Plan by making Deferrals hereunder.

Section 2.15 Payment Date(s). Payment Date(s) means, with respect to each Participant, the commencement date(s) of the payment of such Participant's Deferred Compensation Benefits as elected in accordance with Section 3.2(a), as the same may be modified pursuant to Section 3.3(c)(iii).

Section 2.16 Plan. Plan means the Corrections Corporation of America Non-Employee Director Deferred Compensation Plan, as amended herein and as may from time to time be amended hereafter.

Section 2.17 Plan Year. Plan Year means the calendar year, except that the first Plan Year shall commence June 1, 2002 and end December 31, 2002.

Section 2.18 Separation from Service. Separation from Service shall mean a Participant's "separation from service" as such term is defined under Section 1.409A-1(h) of the U.S. Treasury Regulations.

Section 2.19 Subsidiary. Subsidiary means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations (other than the last corporation in the unbroken chain) owns stock possessing more than 50% of the total combined voting power of all classes of stock in one of the other corporations in the chain.

Section 2.20 Trust Agreement. Trust Agreement means any trust agreement entered into in connection with the Plan, as the same may from time to time be amended.

Section 2.21 Trust Fund. Trust Fund means the amounts contributed from time to time by the Company to the Trustee in accordance with Section 6.3 hereof, plus any earnings thereon. The Trust Fund shall be held, administered and distributed by the Trustee pursuant to the Trust Agreement.

Section 2.22 Trustee. Trustee means the person or persons designated as trustee under the Trust Agreement.

Section 2.23 Unforeseeable Emergency. Unforeseeable Emergency means an event which results (or will result) in severe financial hardship to the Participant as a consequence of an illness or accident of the Participant, the Participant's spouse, the Participant's Beneficiary or the Participant's dependent (as determined under Section 152 of the Code, without regard to Sections 152(b)(1), (b)(2) and (d)(1)(B)) or loss of the Participant's property due to casualty or other similar extraordinary and unforeseen circumstances beyond the control of the Participant. Examples of what is not considered to be an Unforeseeable Emergency include the need to send a Participant's child to college and the desire to purchase a house.

ARTICLE III DEFERRED COMPENSATION BENEFITS

Section 3.1 Deferred Compensation Benefits.

(a) Deferrals. From time to time, each Participant may file a written election with the Committee directing the Company to reduce his Director Fees and to credit the amount of any such reduction (the "Deferrals") to the Account established and maintained for such Participant pursuant to Section 3.5. Written elections hereunder shall be made in accordance with rules established by the Committee, subject to the limitations set forth in Section 3.3, and shall include the information described in Section 3.2. Deferrals shall be credited to each Participant's Account as of such time or times determined by the Committee, but not later than thirty (30) days after the date on which the related Director Fees otherwise would have been paid.

(b) Earnings. From time to time, there shall be credited to the Account of each Participant Earnings with respect to Deferrals and Earnings previously credited to such Account

in accordance herewith. The rate of Earnings shall be determined from time to time by the Committee and may be commensurate with the rate of return (positive or negative) on securities (including Company stock) selected by the Committee; *provided, however*, that after the occurrence of a Change in Control, the rate of Earnings shall not be less than 8% per annum. Until such time as the Committee determines otherwise, the rate of Earnings for any Plan Year shall equal the actual rate of return earned by the Company on any investments held as part of the Trust Fund and designated by the Committee as a funding mechanism for meeting the Company's obligations under this Plan. Earnings shall be credited to each Participant's Account as of such time or times determined by the Committee.

(c) Vesting. Each Participant shall at all times be 100% vested in Deferrals and Earnings credited to his Account.

3.2 Payment of Deferred Compensation Benefits.

(a) Payment Dates Generally. Each deferral election described in Section 3.1(a) shall also contain the Participant's election regarding the Payment Date for the portion of his Deferred Compensation Benefits to which such election relates. The Payment Date may be any date or time specified by the Participant and permitted by the Committee, subject to the following limitations:

(i) Except as otherwise set forth in Section 3.4, a Participant shall not be entitled to receive payment of any portion of his Deferred Compensation Benefits earlier than the first to occur of (A) sixty (60) days after the Participant's Separation from Service; (B) the date of the Participant's Disability; (C) the date of the Participant's death; or (D) the first day of the sixth (6th) Plan Year following the Plan Year in which such Participant first began participating in the Plan.

(ii) Payment of a Participant's Deferred Compensation Benefits must commence on or before the later of (A) sixty (60) days after such Participant's Separation from Service, or (B) the fifteenth (15th) day of the month next following the month in which such Participant attains age seventy (70).

(iii) Payment of a Participant's Deferred Compensation Benefits may begin on as many as, but not more than, three (3) different Payment Dates.

(iv) The form of payment of any Deferred Compensation Benefits (as determined under subparagraph (b) below) that begin on a particular Payment Date must be the same.

(b) Form of Payment. Each deferral election described in Section 3.1(a) shall also contain the Participant's election regarding the form of payment of the portion of his Account to which such election applies. In each election form, the Participant may elect to receive payment of the portion of his Deferred Compensation Benefits to which such election applies in one (but not more than one) of the following forms:

(i) a lump sum payment; or

(ii) to the extent permitted by the Committee in its discretion, in equal monthly installments over a period not exceeding sixty (60) months.

Deferred Compensation Benefits shall be paid in cash, unless the Participant or Beneficiary consents to payment in the form of other property.

3.3 Deferral Elections; Modifications.

(a) Deferral Elections Generally. Each written election described in Section 3.1(a) shall be made at such time and in such manner as determined by the Committee but in no event later than December 31 of the year prior to the beginning of the Plan Year for which it is to be effective; *provided, however*, that in the year in which a Participant first becomes eligible to participate in the Plan, such election may be made within thirty (30) days after the Participant becomes eligible to participate, but such election shall be effective only with respect to compensation for services performed after the date the election is made. Except as otherwise provided in subparagraph (c) or on an election form, any elections as to Payment Dates or form of benefit made pursuant to Section 3.2 shall be irrevocable as to any Deferred Compensation Benefits that accrue while such elections are in effect.

(b) Certain Limitations on Deferrals. For each Plan Year, a Participant may defer an amount up to 100% of the Director Fees earned by the Participant during such Plan Year. Except as otherwise provided in subparagraph (a), a Participant may defer hereunder only Director Fees that are earned on or after the date the election is filed with the Committee.

(c) Termination or Modification of Elections. Notwithstanding the last sentence of subparagraph (a):

(i) no revocation of a written election described in Section 3.1(a) shall take effect until the first day of the Plan Year following the Plan Year in which the Committee receives such revocation;

(ii) a written election described in Section 3.1(a) shall automatically terminate on the earliest to occur of (A) the termination of a Participant's status as a Director for any reason or (B) the termination of the Plan; and

(iii) if permitted by the Committee in its sole discretion, a Participant may change any Payment Date (but not the form of benefit) previously designated by the Participant pursuant to Section 3.2, *provided, however*, that: (A) the Participant must make an election designating the new Payment Date at least twelve (12) months prior to the Payment Date previously designated; (B) such election shall not take effect until at least twelve (12) months after the date on which it is made; (C) the new Payment Date must be at least five (5) years later in time than the Payment Date previously designated; (D) all payments that otherwise would have begun on the Payment Date previously designated must, after such change, begin on the new Payment Date; and (E) the new

Payment Date designated by the Participant must otherwise comply with the requirements of Section 3.2.

Section 3.4 Special Rules Related to Distributions.

(a) Unforeseeable Emergency Distributions. The Committee may at any time, upon written request of the Participant, cause to be paid to such Participant an amount equal to all or any part of such Participant's Deferred Compensation Benefits if the Committee determines, in its absolute discretion based on such reasonable evidence that it shall require, that such a payment or payments is necessary for the purpose of alleviating the consequences of an Unforeseeable Emergency occurring with respect to the Participant. This decision will be determined based upon the relevant facts and circumstances of each case.

Payments of amounts because of an Unforeseeable Emergency shall be permitted only to the extent reasonably necessary to satisfy the emergency need (including amounts necessary to pay any Federal, state, local or foreign income taxes or penalties reasonably anticipated to result from the distribution) and shall not be permitted to the extent such need may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets (to the extent liquidation would not itself cause severe financial hardship), or by the cessation of Deferrals under the Plan.

(b) Small Accounts. If a Participant's Account is \$15,500 (this amount shall be adjusted for cost-of-living increases pursuant to Section 402(g)(4) of the Code) or less at the time of the Participant's Separation from Service, such Participant's Deferred Compensation Benefits shall automatically be paid to him in a single lump sum payment as soon as practicable following Separation from Service.

Section 3.5 Participants' Accounts. The Company shall establish and maintain an Account for each Director and such sub-accounts as the Committee deems necessary or appropriate. Each Account so established shall be credited as appropriate for Deferrals and Earnings with respect to such Deferrals and debited for any distributions from such Account.

**ARTICLE IV
BENEFICIARIES**

Section 4.1 Beneficiary Designations. A designation of a Beneficiary hereunder may be made only by an instrument (in form acceptable to the Committee) signed by the Participant and filed with the Committee prior to the Participant's death. In the absence of such a designation and at any other time when there is no existing Beneficiary designated hereunder, the Beneficiary of a Participant shall be his estate. A person designated by a Participant as his Beneficiary who dies or which ceases to exist shall not be entitled to any part of any payment thereafter to be made to the Participant's Beneficiary unless the Participant's designation specifically provides to the contrary. If two or more persons designated as a Participant's Beneficiary are in existence with respect to a single Deferred Compensation Benefit, the amount of any payment to the Beneficiary under this Plan shall be divided equally among such persons, unless the Participant's designation specifically provided to the contrary.

Section 4.2 Change in Beneficiary. A Participant may, at any time and from time to time, change a Beneficiary designation hereunder without the consent of any existing Beneficiary or any other person. Any change in Beneficiary shall be made by giving written notice thereof to the Committee and any change shall be effective only if received by the Committee prior to the death of the Participant.

Section 4.3 Distributions to Beneficiaries. The Beneficiary or Beneficiaries of a Participant shall be entitled to receive the unpaid Deferred Compensation Benefits to which the Participant was entitled at his death payable in a lump sum as soon as practicable following the date of the Participant's death.

ARTICLE V MISCELLANEOUS

Section 5.1 Liability of Company. Nothing in this Plan shall constitute the creation of a trust or other fiduciary relationship between the Company and any Participant, Beneficiary or any other person.

Section 5.2 Ownership of Assets; Relationship with Company. Notwithstanding anything herein to the contrary, Participants shall have no right, title or interest whatsoever in or to the Accounts or the Deferred Compensation Benefits. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Company and any Participant or any other person. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of an unsecured general creditor of the Company.

Section 5.3 No Guarantee of Continued Status as Director. Nothing in this Plan shall be construed as guaranteeing future status as a Director to any Participant.

Section 5.4 Payment to Guardian. If a benefit payable hereunder is payable to a minor, to a person declared incompetent or to a person incapable of handling the disposition of his property, the Committee may direct payment of such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or person. The Committee may require such proof of incompetency, minority, incapacity or guardianship as it may deem appropriate prior to distribution of the benefit. Such distribution shall completely discharge the Company from all liability with respect to such benefit.

Section 5.5 Assignment. No right or interest under this Plan of any Participant or Beneficiary shall be assignable or transferable in any manner or be subject to alienation, anticipation, sale, pledge, encumbrance or other legal process or in any manner be liable for or subject to the debts or liabilities of the Participant or Beneficiary.

Section 5.6 Severability. If any provision of this Plan or the application thereof to any circumstance(s) or person(s) is held to be invalid by a court of competent jurisdiction, the remainder of the Plan and the application of such provision to other circumstances or persons shall not be affected thereby.

Section 5.7 Expenses; Liability for Benefits. The Company shall be liable for the payment of the Deferred Compensation Benefits which are payable hereunder to the Directors and for the expenses of administering the Plan, as determined by the Committee.

ARTICLE VI ADMINISTRATION OF PLAN

Section 6.1 Administration.

(a) General. The Plan shall be administered by the Committee. The Committee shall have sole and absolute discretion to interpret where necessary all provisions of the Plan (including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan), to determine the rights and status under the Plan of Participants or other persons, to resolve questions or disputes arising under the Plan and to make any determinations with respect to the benefits payable under the Plan and the persons entitled thereto as may be necessary for the purposes of the Plan. The Committee's determination of the rights of any Director shall be final and binding on all persons, subject only to the appeal provisions outlined in Section 6.4 hereof.

(b) Compliance with Tax Provisions. The Plan is intended to comply with the provisions of Section 409A of the Code (including the U.S. Treasury Regulations and other guidance issued thereunder), and the Committee shall interpret the Plan in a manner consistent therewith.

(c) Delegation of Duties. The Committee may delegate any of its administrative duties, including, without limitation, duties with respect to the processing, review, investigation, approval and payment of Deferred Compensation Benefits, to a named administrator or administrators.

Section 6.2 Regulations. The Committee may promulgate any rules and regulations it deems necessary in order to carry out the purposes of the Plan or to interpret the provisions of the Plan; provided, however, that no rule, regulation or interpretation shall be contrary to the provisions of the Plan. The rules, regulations and interpretations made by the Committee shall, subject only to the appeal provisions outlined in Section 6.4 hereof, be final and binding on all persons.

Section 6.3 Trust Fund. The Company shall, from time to time but not less often than quarterly, contribute to the Trustee such amounts as the Company deems necessary or appropriate to fund the full amount of Deferred Compensation Benefits accrued hereunder. The Trustee shall invest and reinvest the Trust Fund in accordance with the terms of this Plan and the Trust Agreement. At the option of the Company, the Company may pay from its funds, or may direct the Trustee to pay from the Trust Fund, all expenses of administering the Trust Fund, including Trustee's fees and expenses, and all taxes and other expenses attributable to the Trust Fund, all as determined by the Company.

Section 6.4 Appeal Provisions. The Committee shall determine the rights of any Director or former Director to any Deferred Compensation Benefits hereunder. Any Director or former Director who believes that he has not received the Deferred Compensation Benefits to which he is entitled under the Plan may file a claim in writing with the Committee. The Committee shall, no later than 90 days after the receipt of a claim (unless special circumstances require an extension of up to 90 additional days, provided that written notice of the extension of time is given to the claimant within the first 90 day period), either allow or deny the claim in writing. If a claimant does not receive written notice of the Committee's decision on his claim within the above mentioned period, the claim shall be deemed to have been denied in full.

A denial of a claim by the Committee, wholly or partially, shall be written in a manner calculated to be understood by the claimant and shall include:

- (a) the specific reasons for the denial;
- (b) specific reference to pertinent Plan provisions on which the denial is based;
- (c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (d) an explanation of the claim review procedure.

A claimant whose claim is denied (or his duly authorized representative) may within 60 days after receipt of denial of a claim file with the Committee a written request for a review of such claim. If the claimant does not file a request for review of his claim within such 60-day period, the claimant shall be deemed to have acquiesced in the original decision of the Committee on his claim. If such an appeal is so filed within such 60-day period, the Company (or its delegate) shall conduct a full and fair review of such claim. During such review, the claimant shall be given the opportunity to review documents that are pertinent to his claim and to submit issues and comments in writing.

The Company shall mail or deliver to the claimant a written decision on the matter based on the facts and the pertinent provisions of the Plan within 60 days after the receipt of the request for review (unless special circumstances require an extension of up to 60 additional days, in which case written notice of such extension shall be given to the claimant prior to the commencement of such extension). Such decision shall be written in a manner calculated to be understood by the claimant, shall state the specific reasons for the decision and the specific Plan provisions on which the decision was based and shall, to the extent permitted by law, be final and binding on all interested persons. If the decision on review is not furnished to the claimant within the above-mentioned time period, the claim shall be deemed to have been denied on review.

Section 6.5 Revocability of Committee/Company Action. Any action taken by the Committee with respect to the rights or benefits under the Plan of any Director or former Director shall be revocable by the Committee as to payments not yet made to such person, and acceptance of any Deferred Compensation Benefits under the Plan constitutes acceptance of and

agreement to the Committee's or the Company's making any appropriate adjustments in future payments to such person (or to recover from such person) any excess payment or underpayment previously made to him.

Section 6.6 Amendment. The Committee may at any time amend any or all of the provisions of this Plan, except that no such amendment may (a) reduce the balance of any Participant's Account as of the date of such amendment, (b) change the time or form of distribution from a Participant's Account or (c) materially change the provisions of the Plan applicable to a Participant's Account upon a Change in Control, without the prior written consent of such Participant. Any amendment shall be in the form of a written instrument executed by an officer of the Company pursuant to a resolution adopted by the Committee. Subject to the foregoing provisions of this Section 6.6, such amendment shall become effective as of the date specified in such instrument or, if no such date is specified, on the date of its execution.

Section 6.7 Termination. The Committee, in its discretion (without the consent of any Subsidiary which adopts the Plan), may terminate this Plan and pay amounts due hereunder to the full extent permitted by and in accordance with Section 409A of the Code (including, but not limited to, Section 1.409A-3(j)(4) (ix) of the U.S. Treasury Regulations), except that no such termination may (a) reduce the balance of any Participant's Account as of the date of such termination or (b) materially change the provisions of the Plan applicable to a Participant's Account upon a Change in Control, without the prior written consent of such Participant. Any such termination shall be expressed in the form of a written instrument executed by an officer of the Company pursuant to a resolution adopted by the Committee. Subject to the foregoing provisions of this Section 6.7, such termination shall become effective as of the date specified in such instrument or, if no such date is specified, on the date of its execution. Written notice of any termination shall be given to the Participants as soon as practicable after the instrument is executed.

[Signature page to Follow]

Executed this 15th day of August, 2007.

CORRECTIONS CORPORATION OF AMERICA

By: /s/ David M. Garfinkle

Its: Vice President, Finance and Controller

**AMENDED AND RESTATED
CORRECTIONS CORPORATION OF AMERICA
EXECUTIVE DEFERRED COMPENSATION PLAN**

RECITALS:

A. Corrections Corporation of America (the “Company”) has established and currently maintains the Corrections Corporation of America Executive Deferred Compensation Plan (the “Plan”). The Plan is administered by the Committee (as herein defined), which has the right, subject to certain limitations, to amend the Plan. The Committee desires to amend and restate the Plan on the terms and conditions hereinafter set forth.

B. The Plan is designed primarily for purposes of providing benefits for a select group of management and highly compensated employees of the Company and its Subsidiaries that adopt the Plan. It is intended to qualify as a “top hat” plan under Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended.

**ARTICLE I
GENERAL**

Section 1.1 Purpose of the Plan. The purpose of this Plan is to reward certain management and highly compensated employees of the Company and its Subsidiaries who have contributed to the Company’s success and are expected to continue to contribute to such success in the future. The Plan generally provides such employees with the opportunity to defer a portion of their compensation on the terms and conditions set forth herein.

Section 1.2 Effective Date. The effective date of the Plan was originally April 1, 2002. Except as set forth herein or as otherwise required by the context, the effective date of this amendment and restatement of the Plan is January 1, 2005.

Section 1.3 Gender and Number. For purposes of interpreting the provisions of this Plan, the masculine gender shall be deemed to include the feminine, the feminine gender shall be deemed to include the masculine, and the singular shall include the plural unless otherwise clearly required by the context.

**ARTICLE II
DEFINITIONS**

Section 2.1 Account. Account means, with respect to each Participant, such Participant’s Deferral Account and Matching Contributions Account.

Section 2.2 Base Salary. Base Salary means, with respect to each Plan Year, the base salary of each Participant for such year, including for this purpose salary reduction contributions

pursuant to this Plan and any Employer-sponsored plan governed by Code Section 125, but excluding Bonuses, if any.

Section 2.3 Beneficiary. Beneficiary means the person or persons designated by a Participant as his or her beneficiary hereunder in accordance with the provisions of Article IV.

Section 2.4 Board. Board means the Board of Directors of the Company.

Section 2.5 Bonus. Bonus means any cash bonus earned by an Executive, whether pursuant to a bonus plan or otherwise.

Section 2.6 CCA 401(k) Plan. CCA 401(k) Plan means the Corrections Corporation of America 401(k) Savings and Retirement Plan, as the same may from time to time be amended, and any successor plan thereto.

Section 2.7 Change in Control. Change in Control means the happening of any of the following:

(a) any person or entity, including a “group” as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, 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 50% 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

(b) as the result of, or in connection with, any cash tender or exchange offer, merger or other business combination, sale of assets 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 corporation 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

(c) during any period of two consecutive years, individuals who at the beginning of any such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company’s stockholders, of each director of the Company first elected during such period was approved by a vote of at least two-thirds (2/3) of the directors of the Company then still in office who were directors of the Company at the beginning of any such period.

Section 2.8 Code. Code means the Internal Revenue Code of 1986, as the same may from time to time be amended.

Section 2.9 Committee. Committee means the Compensation Committee of the Board or, if none, the Board or another committee designated by the Board to discharge the duties of the Committee hereunder.

Section 2.10 Company. Company means Corrections Corporation of America, a Maryland corporation, or any successor thereto.

Section 2.11 Deferral Account. Deferral Account means the Account maintained by each Employer for each Participant in accordance with Article III hereof.

Section 2.12 Deferrals. Deferrals has the meaning ascribed to it in Section 3.1(a) hereof.

Section 2.13 Deferred Compensation Benefit. Deferred Compensation Benefit means, with respect to each Participant as of any date, such Participant's vested benefit as determined pursuant to Article III hereof.

Section 2.14 Disability. Disability means (i) a Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months or (ii) by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, the Participant is receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering the Company's employees.

Section 2.15 Earnings. Earnings means the earnings credited to each Participant's Account in accordance with Section 3.1(c) hereof.

Section 2.16 Employer. Employer means the Company and any Subsidiary of the Company which, with the written consent of the Company, adopts the Plan.

Section 2.17 Executive. Executive means a management or highly compensated employee of an Employer designated by the Committee as eligible to participate in the Plan. The Committee also may from time to time, in its sole discretion with or without cause, revoke an Executive's eligibility to participate in the Plan upon ninety (90) days' written notice. Any such revocation shall not, however, reduce any Deferred Compensation Benefits to which the Executive may be entitled at the time of such revocation. In addition, any such revocation shall not be effective until the first day of the Plan Year following the Plan Year in which such revocation occurs.

Section 2.18 Matching Contributions. Matching Contributions has the meaning ascribed to it in Section 3.1(b) hereof.

Section 2.19 Matching Contributions Account. Matching Contributions Account means the Account maintained by each Employer for each Participant in accordance with Article III hereof.

Section 2.20 Participant. Participant means any Executive who elects to participate in the Plan by making Deferrals hereunder.

Section 2.21 Payment Date(s). Payment Date(s) means, with respect to each Participant, the commencement date(s) of the payment of such Participant's Deferred Compensation Benefits as elected in accordance with Section 3.2(a), as the same may be modified pursuant to Section 3.3(c)(iii).

Section 2.22 Plan. Plan means the Corrections Corporation of America Executive Deferred Compensation Plan, as amended herein and as may from time to time be amended hereafter.

Section 2.23 Plan Year. Plan Year means the calendar year, except that the first Plan Year shall commence April 1, 2002 and end December 31, 2002.

Section 2.24 Retirement. Retirement means a Participant's Separation from Service for any reason on or after the date such Participant attains age sixty-two (62).

Section 2.25 Separation from Service. Separation from Service shall mean a Participant's "separation from service" as such term is defined under Section 1.409A-1(h) of the U.S. Treasury Regulations.

Section 2.26 Specified Employee. Specified Employee has the meaning ascribed to it in Section 1.409A-1(i)(1) of the U.S. Treasury Regulations.

Section 2.27 Subsidiary. Subsidiary means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations (other than the last corporation in the unbroken chain) owns stock possessing more than 50% of the total combined voting power of all classes of stock in one of the other corporations in the chain.

Section 2.28 Trust Agreement. Trust Agreement means any trust agreement entered into in connection with the Plan, as the same may from time to time be amended.

Section 2.29 Trust Fund. Trust Fund means the amounts contributed from time to time by the Company to the Trustee in accordance with Section 6.3 hereof, plus any earnings thereon. The Trust Fund shall be held, administered and distributed by the Trustee pursuant to the Trust Agreement.

Section 2.30 Trustee. Trustee means the persons or person designated as trustee under the Trust Agreement.

Section 2.31 Unforeseeable Emergency. Unforeseeable Emergency means an event which results (or will result) in severe financial hardship to the Participant as a consequence of an illness or accident of the Participant, the Participant's spouse, the Participant's Beneficiary or the Participant's dependent (as determined under Section 152 of the Code, without regard to Sections 152(b)(1), (b)(2) and (d)(1)(B)) or loss of the Participant's property due to casualty or other similar extraordinary and unforeseen circumstances beyond the control of the Participant. Examples of what is not considered to be an Unforeseeable Emergency include the need to send a Participant's child to college and the desire to purchase a house.

Section 2.32 Year(s) of Service. Year of Service means, with respect to each Participant, any Plan Year throughout which the Participant is employed by an Employer on a full-time basis, as determined by the Committee in its discretion. In determining Years of Service hereunder, the Committee may (but need not) give service credit to any Participant who takes an authorized leave of absence from his employment.

ARTICLE III DEFERRED COMPENSATION BENEFITS

Section 3.1 Deferred Compensation Benefits.

(a) Deferrals. From time to time, each Participant shall file a written election with the Committee directing his Employer to reduce his Salary and/or Bonuses and to credit the amount of any such reduction (the "Deferrals") to the Deferral Account established and maintained for such Participant pursuant to Section 3.6. Written elections hereunder shall be made in accordance with rules established by the Committee, subject to the limitations set forth in Section 3.3, and shall include the information described in Section 3.2. Deferrals shall be credited to each Participant's Deferral Account as of such time or times determined by the Committee; *provided, however*, that Deferrals of Base Salary shall be credited to each Participant's Deferral Account not less often than monthly, and Deferrals of Bonuses shall be credited to each Participant's Deferral Account not later than thirty (30) days after the date on which such Bonuses otherwise would have been paid.

(b) Employer Matching Contributions. From time to time, there shall be credited to the Matching Contributions Account established and maintained for each Participant pursuant to Section 3.6 an amount equal to a percentage of such Participant's Deferrals, such percentage (which may be zero) to be determined by the Committee in its discretion (the "Matching Contributions"). Until such time as the Committee determines otherwise, the amount of Matching Contributions for each Plan Year shall equal 100% of each Participant's Deferrals for such Plan Year, up to a maximum of 5% of Base Salary and Bonuses earned by the Participant during the Plan Year. Matching Contributions shall be credited to each Participant's Matching Contributions Account as of such time or times determined by the Committee, but not later than the date on which the related Deferrals are credited to the Participant's Deferral Account. Notwithstanding any other provision of this Section 3.1(b), any Matching Contributions credited to a Participant's Matching Contributions Account under this Section 3.1(b) for a Plan Year shall be reduced by any "matching contributions" (as such term is defined under the CCA 401(k) Plan) credited to the Participant under the CCA 401(k) Plan for such Plan Year.

(c) Earnings. From time to time, there shall be credited to the Deferral Account and the Matching Contributions Account established and maintained for each Participant pursuant to Section 3.6 Earnings with respect to Deferrals, Matching Contributions and Earnings previously credited to such Accounts in accordance herewith. The rate of Earnings shall be determined from time to time by the Committee and may be commensurate with the rate of return (positive or negative) on securities (including Company stock) selected by the Committee; *provided, however*, that after the occurrence of a Change in Control, the rate of Earnings shall not be less than 8% per annum. Until such time as the Committee determines otherwise, the rate of Earnings for any Plan Year shall equal the actual rate of return earned on any investments held as part of the Trust Fund and designated by the Committee as a funding mechanism for meeting each Employer's obligations under this Plan. Earnings shall be credited to each Participant's Deferral Account and Matching Contributions Account as of such time or times determined by the Committee.

(d) Vesting.

(i) Each Participant shall at all times be 100% vested in Deferrals and Earnings credited to his Deferral Account.

(ii) As to Matching Contributions with respect to each Plan Year ending on or before December 31, 2004 and any Earnings on such contributions, each Participant shall become vested based upon the Participant's Years of Service with his Employer following completion of such Plan Year. Such vesting shall be determined in accordance with the following table:

Years of Service after Plan Year to which Matching Contributions Relate	Percentage Vested in such Matching Contributions and Earnings thereon
1	33 1/3%
2	66 2/3%
3	100%

(iii) As to Matching Contributions with respect to each Plan Year beginning on or after January 1, 2005 and any Earnings on such contributions, each Participant shall become vested based upon the Participant's total "years of service" (as determined under the CCA 401(k) Plan) in accordance with the vesting schedule set forth in the CCA 401(k) Plan.

(iv) Notwithstanding anything herein to the contrary, each Participant shall become 100% vested in amounts credited to his Matching Contributions Account upon termination of such Participant's employment with the Employer by reason of death, Disability or Retirement or upon the occurrence of a Change in Control; *provided*,

however, that the Participant shall not become vested upon the occurrence of a Change in Control to the extent such vesting would cause any portion of his Deferred Compensation Benefits to constitute an “excess parachute payment” under Code Section 280G. The Committee in its discretion shall determine whether and to what extent any Deferred Compensation Benefits constitute “excess parachute payments” hereunder.

3.2 Payment of Deferred Compensation Benefits.

(a) Payment Dates Generally. Each deferral election described in Section 3.1(a) shall also contain the Participant’s election regarding the Payment Date for the portion of his Deferred Compensation Benefits to which such election relates. The Payment Date may be any date or time specified by the Participant and permitted by the Committee, subject to the following limitations:

(i) Except as otherwise set forth in Section 3.4, a Participant shall not be entitled to receive payment of any portion of his Deferred Compensation Benefits earlier than the first to occur of (A) sixty (60) days after the Participant’s Separation from Service; (B) the date of the Participant’s Disability; (C) the date of the Participant’s death; or (D) the first day of the sixth (6th) Plan Year following the Plan Year in which such Participant first began participating in the Plan.

(ii) Payment of a Participant’s Deferred Compensation Benefits must commence on or before the later of (A) sixty (60) days after the Participant’s Separation from Service, or (B) the fifteenth (15th) day of the month next following the month in which such Participant attains age sixty-five (65).

(iii) Payment of a Participant’s Deferred Compensation Benefits may begin on as many as, but not more than, three (3) different Payment Dates.

(iv) The form of payment of any Deferred Compensation Benefits (as determined under subparagraph (b) below) that begin on a particular Payment Date must be the same.

(b) Form of Payment. Each deferral election described in Section 3.1(a) shall also contain the Participant’s election regarding the form of payment of the portion of his Account to which such election applies. In each election form, the Participant may elect to receive payment of the portion of his Deferred Compensation Benefits to which such election relates in one (but not more than one) of the following forms:

(i) a lump sum payment; or

(ii) to the extent permitted by the Committee in its discretion, in equal monthly installments over a period not exceeding sixty (60) months.

Deferred Compensation Benefits shall be paid in cash, unless the Participant or Beneficiary consents to payment in the form of other property.

3.3 Deferral Elections; Modifications.

(a) Deferral Elections Generally. Each written election described in Section 3.1(a) shall be made at such time and in such manner as determined by the Committee, but in no event later than December 31 of the year prior to the beginning of the Plan Year for which it is to be effective; *provided, however*; that in the year in which a Participant first becomes eligible to participate in the Plan, such election may be made within thirty (30) days after the Participant becomes eligible to participate, but such election shall be effective only with respect to compensation for services performed after the date the election is made. Except as otherwise provided in subparagraph (c) or on an election form, any elections as to Payment Dates or form of benefit made pursuant to Section 3.2 shall be irrevocable as to any Deferred Compensation Benefits that accrue while such elections are in effect.

(b) Certain Limitations on Deferrals. For any Plan Year, a Participant may defer an amount up to 50% of the Base Salary and 100% of the Bonuses earned by the Participant during the Plan Year, provided that for the initial Plan Year, Base Salary and Bonuses earned prior to the effective date of the Plan shall be taken into account in determining these limitations. Except as otherwise provided in subparagraph (a), a Participant may defer hereunder only Base Salary and Bonuses that are earned on or after the date the election is filed with the Committee.

(c) Termination or Modification of Elections. Notwithstanding the last sentence of subparagraph (a):

(i) no revocation of a written election described in Section 3.1(a) shall take effect until the first day of the Plan Year following the Plan Year in which the Committee receives such revocation;

(ii) a written election described in Section 3.1(a) shall automatically terminate on the earliest to occur of (A) the termination of a Participant's employment by his Employer for any reason or (B) the termination of the Plan; and

(iii) if permitted by the Committee in its sole discretion, a Participant may change any Payment Date (but not the form of benefit) previously designated by the Participant pursuant to Section 3.2, *provided, however*; that: (A) the Participant must make an election designating the new Payment Date at least twelve (12) months prior to the Payment Date previously designated; (B) such election shall not take effect until at least twelve (12) months after the date on which it is made; (C) the new Payment Date must be at least five (5) years later in time than the Payment Date previously designated; (D) all payments that otherwise would have begun on the Payment Date previously designated must, after such change, begin on the new Payment Date; and (E) the new Payment Date designated by the Participant must otherwise comply with the requirements of Section 3.2.

Section 3.4 Special Rules Related to Distributions.

(a) Unforeseeable Emergency Distributions. The Committee may at any time, upon written request of the Participant, cause to be paid to such Participant an amount equal to all or any part of such Participant's Deferred Compensation Benefits if the Committee determines, in its absolute discretion based on such reasonable evidence that it shall require, that such a payment or payments is necessary for the purpose of alleviating the consequences of an Unforeseeable Emergency occurring with respect to the Participant. This decision will be determined based upon the relevant facts and circumstances of each case. Payments of amounts because of an Unforeseeable Emergency shall be permitted only to the extent reasonably necessary to satisfy the emergency need (including amounts necessary to pay any Federal, state, local or foreign income taxes or penalties reasonably anticipated to result from the distribution) and shall not be permitted to the extent such need may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets (to the extent liquidation would not itself cause severe financial hardship), or by the cessation of deferrals under the Plan.

(b) Small Accounts. If a Participant's Account is \$15,500 (this amount shall be adjusted for cost-of-living increases pursuant to Section 402(g)(4) of the Code) or less at the time of the Participant's Separation from Service, such Participant's Deferred Compensation Benefits shall automatically be paid to him in a single lump sum payment as soon as practicable following his Separation from Service.

Section 3.5 Withholding. Each Employer shall withhold from a Participant's Base Salary or Bonus such amounts as are necessary to satisfy its withholding obligations thereunder as to any Deferrals by the Participant. In addition, each Employer shall deduct from any distributions hereunder any taxes or other amounts required by law to be withheld therefrom.

Section 3.6 Participants' Accounts. Each Employer shall establish and maintain a Deferral Account and a Matching Contributions Account for each Participant and such sub-accounts as the Committee deems necessary or appropriate. Each Deferral Account so established shall be credited as appropriate for Deferrals and Earnings with respect to such Deferrals and debited for any distributions from such Account. Each Matching Contributions Account so established shall be credited as appropriate for Matching Contributions and Earnings with respect to such Matching Contributions and debited for any distributions from such Account.

Section 3.7 Delay of Payment for Specified Employees. Notwithstanding anything to the contrary in this Plan, if the Committee determines that upon a Participant's Separation from Service from the Company (or at such other time that the Committee determines to be relevant) the Participant is a Specified Employee of the Company and that any payments to be provided to the Participant pursuant to this Plan upon the Participant's Separation from Service 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 Plan, then such payments shall be delayed until the date that is six months after the date of the Participant's Separation from Service from the Company, or such shorter period that, as determined by the Committee, is sufficient to avoid the imposition of Section 409A Taxes (the "Payment Delay Period"). Any payments delayed

pursuant to this Section 3.7 shall be made in a lump sum on the first day of the seventh month following the Participant's Separation from Service, or such earlier date that, as determined by the Committee, is sufficient to avoid the imposition of any Section 409A Taxes.

ARTICLE IV BENEFICIARIES

Section 4.1 Beneficiary Designations. A designation of a Beneficiary hereunder may be made only by an instrument (in form acceptable to the Committee) signed by the Participant and filed with the Committee prior to the Participant's death. In the absence of such a designation and at any other time when there is no existing Beneficiary designated hereunder, the Beneficiary of a Participant shall be his estate. A person designated by a Participant as his Beneficiary who dies or which ceases to exist shall not be entitled to any part of any payment thereafter to be made to the Participant's Beneficiary unless the Participant's designation specifically provides to the contrary. If two or more persons designated as a Participant's Beneficiary are in existence with respect to a single Deferred Compensation Benefit, the amount of any payment to the Beneficiary under this Plan shall be divided equally among such persons, unless the Participant's designation specifically provided to the contrary.

Section 4.2 Change in Beneficiary. A Participant may, at any time and from time to time, change a Beneficiary designation hereunder without the consent of any existing Beneficiary or any other person. Any change in Beneficiary shall be made by giving written notice thereof to the Committee and any change shall be effective only if received by the Committee prior to the death of the Participant.

Section 4.3 Distributions to Beneficiaries. The Beneficiary or Beneficiaries of a Participant shall be entitled to receive the unpaid Deferred Compensation Benefits to which the Participant was entitled at his death payable in a lump sum as soon as practicable following the date of the Participant's death.

ARTICLE V MISCELLANEOUS

Section 5.1 Liability of Employer. Nothing in this Plan shall constitute the creation of a trust or other fiduciary relationship between an Employer and any Participant, Beneficiary or any other person.

Section 5.2 Ownership of Assets; Relationship with Company. Notwithstanding anything herein to the contrary, Participants shall have no right, title or interest whatsoever in or to the Accounts or the Deferred Compensation Benefits. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Company and any Participant or any other person. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of an unsecured general creditor of the Company.

Section 5.3 No Guarantee of Employment. Nothing in this Plan shall be construed as guaranteeing future employment to any Participant. Without limiting the generality of the preceding sentence, except as otherwise set forth in a written agreement, an Executive who elects to become a Participant continues to be an employee of an Employer solely at the will of such Employer subject to discharge at any time, with or without cause.

Section 5.4 Payment to Guardian. If a benefit payable hereunder is payable to a minor, to a person declared incompetent or to a person incapable of handling the disposition of his property, the Committee may direct payment of such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or person. The Committee may require such proof of incompetency, minority, incapacity or guardianship as it may deem appropriate prior to distribution of the benefit. Such distribution shall completely discharge the Employers from all liability with respect to such benefit.

Section 5.5 Assignment. No right or interest under this Plan of any Participant or Beneficiary shall be assignable or transferable in any manner or be subject to alienation, anticipation, sale, pledge, encumbrance or other legal process or in any manner be liable for or subject to the debts or liabilities of the Participant or Beneficiary.

Section 5.6 Severability. If any provision of this Plan or the application thereof to any circumstance(s) or person(s) is held to be invalid by a court of competent jurisdiction, the remainder of the Plan and the application of such provision to other circumstances or persons shall not be affected thereby.

Section 5.7 Expenses; Liability for Benefits. Each Employer shall be liable for the payment of the Deferred Compensation Benefits which are payable hereunder to its employees and for its pro rata portion of the expenses of administering the Plan, as determined by the Committee.

Section 5.8 Top Hat Plan. The Plan is designed primarily for purposes of providing benefits for a select group of management and highly compensated employees of the Company and its Subsidiaries that adopt the Plan. It is intended to qualify as a “top hat” plan under Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended.

ARTICLE VI ADMINISTRATION OF PLAN

Section 6.1 Administration.

(a) General. The Plan shall be administered by the Committee. The Committee shall have sole and absolute discretion to interpret where necessary all provisions of the Plan (including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan), to determine the rights and status under the Plan of Participants or other persons, to resolve questions or disputes arising under the Plan and to make any determinations with respect to the benefits payable under the

Plan and the persons entitled thereto as may be necessary for the purposes of the Plan. The Committee's determination of the rights of any employee or former employee hereunder shall be final and binding on all persons, subject only to the appeal provisions outlined in Section 6.4 hereof.

(b) **Compliance with Tax Provisions.** The Plan is intended to comply with the provisions of Section 409A of the Code (including the U.S. Treasury Regulations and other guidance issued thereunder), and the Committee shall interpret the Plan in a manner consistent therewith.

(c) **Delegation of Duties.** The Committee may delegate any of its administrative duties, including, without limitation, duties with respect to the processing, review, investigation, approval and payment of Deferred Compensation Benefits, to a named administrator or administrators.

Section 6.2 Regulations. The Committee may promulgate any rules and regulations it deems necessary in order to carry out the purposes of the Plan or to interpret the provisions of the Plan; *provided, however*, that no rule, regulation or interpretation shall be contrary to the provisions of the Plan. The rules, regulations and interpretations made by the Committee shall, subject only to the appeal provisions outlined in Section 6.4 hereof, be final and binding on all persons.

Section 6.3 Trust Fund. The Company shall, from time to time, contribute to the Trustee such amounts as the Company deems necessary or appropriate to fund the full amount of Deferred Compensation Benefits accrued hereunder. The Trustee shall invest and reinvest the Trust Fund in accordance with the terms of this Plan and the Trust Agreement. At the option of the Company, the Company may pay from its funds, or may direct the Trustee to pay from the Trust Fund, all expenses of administering the Trust Fund, including Trustee's fees and expenses, and all taxes and other expenses attributable to the Trust Fund, all as determined by the Company.

Section 6.4 Appeal Provisions. The Committee shall determine the rights of any employee or former employee to any Deferred Compensation Benefits hereunder. Any employee or former employee who believes that he has not received the Deferred Compensation Benefits to which he is entitled under the Plan may file a claim in writing with the Committee. The Committee shall, no later than 90 days after the receipt of a claim (unless special circumstances require an extension of up to 90 additional days, provided that written notice of the extension of time is given to the claimant within the first 90 day period), either allow or deny the claim in writing. If a claimant does not receive written notice of the Committee's decision on his claim within the above-mentioned period, the claim shall be deemed to have been denied in full.

A denial of a claim by the Committee, wholly or partially, shall be written in a manner calculated to be understood by the claimant and shall include:

(a) the specific reasons for the denial;

(b) specific reference to pertinent Plan provisions on which the denial is based;

(c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(d) an explanation of the claim review procedure.

A claimant whose claim is denied (or his duly authorized representative) may within 60 days after receipt of denial of a claim file with the Committee a written request for a review of such claim. If the claimant does not file a request for review of his claim within such 60-day period, the claimant shall be deemed to have acquiesced in the original decision of the Committee on his claim. If such an appeal is so filed within such 60-day period, the Company (or its delegate) shall conduct a full and fair review of such claim. During such review, the claimant shall be given the opportunity to review documents that are pertinent to his claim and to submit issues and comments in writing.

The Company shall mail or deliver to the claimant a written decision on the matter based on the facts and the pertinent provisions of the Plan within 60 days after the receipt of the request for review (unless special circumstances require an extension of up to 60 additional days, in which case written notice of such extension shall be given to the claimant prior to the commencement of such extension). Such decision shall be written in a manner calculated to be understood by the claimant, shall state the specific reasons for the decision and the specific Plan provisions on which the decision was based and shall, to the extent permitted by law, be final and binding on all interested persons. If the decision on review is not furnished to the claimant within the above-mentioned time period, the claim shall be deemed to have been denied on review.

Section 6.5 Revocability of Committee/Company Action. Any action taken by the Committee with respect to the rights or benefits under the Plan of any employee or former employee shall be revocable by the Committee as to payments not yet made to such person, and acceptance of any Deferred Compensation Benefits under the Plan constitutes acceptance of and agreement to the Committee's or the Company's making any appropriate adjustments in future payments to such person (or to recover from such person) any excess payment or underpayment previously made to him.

Section 6.6 Amendment. The Committee may at any time (without the consent of any Subsidiary which adopts the Plan) amend any or all of the provisions of this Plan, except that no such amendment may (a) reduce the balance of any Participant's Account as of the date of such amendment, (b) change the time or form of distribution from a Participant's Account or (c) change the provisions of the Plan applicable to a Participant's Account upon a Change in Control, without the prior written consent of such Participant. Any amendment shall be in the form of a written instrument executed by an officer of the Company pursuant to a resolution adopted by the Committee. Subject to the foregoing provisions of this Section 6.6, such amendment shall become effective as of the date specified in such instrument or, if no such date is specified, on the date of its execution.

Section 6.7 Termination. The Committee, in its discretion (without the consent of any Subsidiary which adopts the Plan), may terminate this Plan and pay amounts due hereunder to the full extent permitted by and in accordance with Section 409A of the Code (including, but not limited to, Section 1.409A-3(j)(4) (ix) of the U.S. Treasury Regulations), except that no such termination may (a) reduce the balance of any Participant's Account as of the date of such termination or (b) materially change the provisions of the Plan applicable to a Participant's Account upon a Change in Control, without the prior written consent of such Participant. Any such termination shall be expressed in the form of a written instrument executed by an officer of the Company pursuant to a resolution adopted by the Committee. Subject to the foregoing provisions of this Section 6.7, such termination shall become effective as of the date specified in such instrument or, if no such date is specified, on the date of its execution. Written notice of any termination shall be given to the Participants as soon as practicable after the instrument is executed.

[Signature Page to Follow]

Executed this 15th day of August, 2007.

CORRECTIONS CORPORATION OF AMERICA

By: /s/ David M. Garfinkle

Its: Vice President, Finance and Controller

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement"), dated as of this 15th day of August, 2007, is by and between Corrections Corporation of America, a Maryland corporation formerly known as Prison Realty Trust, Inc. and having a principal place of business at 10 Burton Hills Boulevard, Nashville, Tennessee (the "Company"), and John D. Ferguson, a resident of Nashville, Tennessee (the "Executive") and amends and replaces in its entirety that certain Employment Agreement, dated as of August 4, 2000, and that certain First Amended and Restated Employment Agreement, dated as of February 27, 2007 between the Company the Executive, as amended.

WITNESSETH:

WHEREAS, the Board of Directors of the Company has resolved that it is in the best interest of the Company that the Executive be subject to the terms of an executive employment agreement; 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.

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 the Chief Executive Officer and President of the Company and such other office or offices to which Executive may be appointed or elected by the Board of Directors, with the Executive's consent, including, but not limited to, Vice Chairman of the Board of Directors. Subject to the provisions of Section 7 hereof, the Company shall use its best efforts to have the Executive elected to the Board of Directors of the Company, and the Executive shall serve in such capacity if elected. 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 offices of Chief Executive Officer and President, 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 provisions of termination as hereinafter provided, the initial term of the Executive's employment under this Agreement shall terminate on December 31, 2002 (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 additional one (1) year periods on the same terms and conditions as set forth herein (individually, and collectively, the "Renewal 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. If the Company or the Executive does not elect to extend the Executive's employment under this Agreement, the Executive shall be considered to have been terminated without Cause upon the expiration of his employment, and the Executive will receive the payments and benefits set forth in this Agreement. The Executive's date of termination, for the purposes of this Agreement, shall be the date of the Company's last payment to the Executive.

4. Compensation.

4.1. Base Salary. The Company shall pay the Executive an annual salary ("Base Salary") with respect to the Initial Term as follows: (i) for the period beginning on the date of this agreement and ending on December 31, 2000, the Company shall pay the Executive a pro-rated salary based on an annual salary of \$350,000; (ii) for the period beginning on January 1, 2001 and ending on December 31, 2001, the Company shall pay the Executive a salary equal to \$350,000; and (iii) for the period beginning on January 1, 2002 and ending on December 31, 2002, the Company shall pay the Executive a salary equal to \$400,000. The salary payable to the Executive hereunder shall be paid in accordance with the Company's normal payroll practices, but in no event less often than monthly. The annual salary to be paid to the Executive during the Renewal Term shall be equal to a minimum of \$540,000. During each year of this Agreement, the Executive's compensation will be reviewed by the Board of Directors of the Company, or such committee or subcommittee to which compensation review has 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, may increase the Executive's compensation to any amount it may deem appropriate.

4.2. Bonus. The Company shall pay to the Executive a cash bonus with respect to the Company's 2000 fiscal year equal to \$75,000, payable on or before January 31, 2001. The Company shall pay to the Executive a cash bonus with respect to the Company's 2001 fiscal year equal to \$175,000, payable on or before January 31, 2002. In the event the Company achieves certain financial performance targets as established by the Board of Directors of the Company after consultation with the Executive for the Company's 2001 fiscal year or such other period as the parties mutually agree, the Company shall also pay the Executive a cash bonus equal to \$175,000, payable at the earlier of March 31, 2002 and ten (10) days following the confirmation by the Board of Directors of the Company that such targets have been met. The Company shall pay to the Executive a cash bonus hereunder with respect to the Company's 2002 fiscal year equal to \$200,000, payable on or before January 31, 2003. In the event the Company achieves certain financial performance targets as established by the Board of Directors of the Company after consultation with the Executive for the Company's 2002 fiscal year or such other period as the parties mutually agree, the Company shall pay to the Executive a cash bonus equal to \$200,000, payable at the earlier of March 31, 2003 and ten (10) days following the confirmation by the Board of Directors of the Company that such targets have been met.

During any Renewal Term hereof, the Executive shall not be guaranteed to receive any annual cash bonus. The Executive shall, however, be eligible to participate in and receive any

cash bonuses due under the Company's Management Cash Bonus Incentive Plan (or such other plan) that may be adopted by the Company's Board of Directors, or such committee or subcommittee to which compensation matters have been delegated, and in effect during the applicable year of any Renewal Term. Any bonus to which the Executive may be entitled during the Renewal Period shall be paid to the Executive by March 15 of the year following the year to which the bonus relates; 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.

4.3. Benefits.

4.3.1 General. The Executive shall be entitled to an annual paid vacation as established by the Board of Directors of the Company. 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. Except as may be provided for in Section 4.3.2. herein, 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.

4.3.2 Life, Health and Disability Insurance. Notwithstanding the benefit provisions of Section 4.3.1. herein, and in addition to the benefit provisions contained therein, the Company agrees to the following:

(i) To provide and maintain, during the period of the Executive's employment with the Company, and for a period of two (2) years thereafter, health insurance on the Executive and his spouse in such amounts as are customary for or available to executives of the Company with the costs of such benefits (including the Company's portion of any premiums) paid by the Company on the Executive's behalf following Executive's termination of employment included in the Executive's gross income; and

(ii) To provide and maintain, through insurance or on its own account, coverage for the Executive, relating to illness or incapacity resulting in the Executive being unable to perform his services, that will provide payment of the Executive full salary and benefits for one (1) year. To the extent that payments are received from any worker's compensation or other Company paid plans, the Company's obligations will be reduced by amounts so received.

With respect to the Company's obligations under this Section 4.3.2, the Company agrees to waive any and all provisions relating to any pre-existing conditions of the Executive and any

waiting period that may be required under the terms of the Company's health insurance plan or policy with respect to the coverage of the Executive thereunder.

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. 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.

4.6. Options to Purchase Stock/SARs. The provisions of the first two paragraphs of this Section 4.6 were applicable only with respect to the Initial Term. Upon execution of this Agreement at the commencement of the Initial Term, the Company shall grant to the Executive an option to purchase up to 1,000,000 shares of common stock, \$.01 par value per share, of the Company, having an exercise price equal to \$2.38 per share. The option to purchase 500,000 of the shares shall vest immediately upon the execution of this Agreement, with the option to purchase 500,000 shares vesting upon the first anniversary hereof. Executive shall also be entitled to receive upon execution of this Agreement an option to purchase: (i) 500,000 shares of common stock of the Company, having an exercise price equal to \$5.00 per share, with such option vesting upon the second anniversary hereof; and (ii) 500,000 shares of the Company's common stock having an exercise price of \$7.50 per share, with such option vesting on the third anniversary hereof. The terms and conditions of the options shall be set forth in an option agreement in form substantially similar to that attached hereto as Exhibit A (the "Option Agreement").

In the event the stockholders of the Company shall fail to approve the grant of options or warrants or any amendment to the stock option plan authorizing such grant thereunder (the "Plan") as described above on or before December 31, 2000, the Company shall, on or before December 31, 2000, in lieu of the grant of options, in the event such grant has not occurred, or in consideration for the cancellation thereof if such grant has occurred, grant the Executive 2,000,000 stock appreciation rights (each, a "SAR" and, collectively, the "SARs"). The SARs shall vest twenty-five percent (25%) upon the execution of this Agreement, twenty-five percent (25%) upon the first anniversary hereof, twenty-five percent (25%) upon the second anniversary hereof and twenty-five percent (25%) upon the third anniversary hereof and shall be exercisable for a period of ten (10) years after the date hereof. The exercise price shall be \$2.38 per share for the first and second tranche of SARs that vests, \$5.00 per share for the third tranche of SARs that vests and \$7.50 per share for the fourth tranche of SARs that vests. The SARs shall otherwise have the same terms and conditions, including acceleration of vesting in certain events, as applies to the options.

Thereafter during the term, the Executive shall be eligible to participate in the Plan or, to the extent more favorable to the Executive, other equity plan or plans established by the Board of Directors of the Company for the Company's senior executive officers, as the same may be

amended from time to time (provided that no such amendment shall materially diminish the benefits to Executive thereunder), as and to the extent other senior executive officers participate in the same.

5. Termination of Agreement.

5.1. Termination of Agreement Upon Death of Executive.

5.1.1 General. The Company may terminate this Agreement without any further obligation (except as provided in this Section 5.1) to the Executive on the death of the Executive. In the event of the Executive's death while this Agreement is in effect, the Executive's Base Salary shall continue to be paid to the Executive's estate or the Executive's beneficiaries for a period of one (1) year from the date of death. Nothing in this Section 5.1.1. is intended to effect the entitlement of the Executive or his estate to any payments or benefits to which he or it would otherwise be entitled under any other Company plan or program.

5.1.2 Salary, Bonus and Options. If the Executive's employment shall be terminated because of the Executive's death, the Executive's estate or designated beneficiaries shall receive, as soon as practicable: (A) the actual bonus, if any, he would have received in respect of the fiscal year in which his employment terminates, prorated by a fraction, the numerator of which is the number of days of the fiscal year until his termination of employment and the denominator of which is 365, payable at the same time as such bonus would be paid to him under the term of this Agreement and (B) accrued but unpaid Base Salary through the date of Executive's termination of employment and any additional payments under applicable plans or programs to which the Executive, Executive's estate or designated beneficiaries are entitled pursuant to the terms of such plans or programs (collectively, the "Accrued Rights"). In addition, the Executive's estate or designated beneficiaries shall, in accordance with any agreement relating to such options, have the right to exercise any vested, but unexercised, options to purchase shares of the Company's common stock or other equity securities of the Company for the duration of such options' terms. Any unexercised and any non-vested options to purchase shares of common stock or other equity securities of the Company previously granted to Executive shall be forfeited by the Executive.

5.2. Termination of Agreement Upon Disability of Executive.

5.2.1 General. The Company may terminate this Agreement without any further obligation (except as provided in this Section 5.2) to the Executive on the Disability of the Executive. In the event of the Executive's Disability during the course of his employment hereunder, the Executive's Base Salary shall continue to be paid to the Executive for a period of one (1) year from the date of Disability. Nothing in this Section 5.2.1. is intended to affect the entitlement of the Executive or his estate to any payments or benefits to which he or it would otherwise be entitled under any other Company plan or program.

5.2.2 Salary, Bonus and Options. If the Executive's employment shall be terminated because of the Executive's Disability, the Company shall pay to the Executive, as soon as practicable his Accrued Rights. In addition, the Executive shall, in accordance with any agreement relating to such options, have the right to exercise any vested, but unexercised,

options to purchase shares of the Company's common stock or other equity securities of the Company for the duration of such options' terms. Any unexercised and any non-vested options to purchase shares of common stock or other equity securities of the Company previously granted to Executive shall be forfeited by the Executive.

5.2.3 Definition of Disability. For purposes of this Agreement, "Disability" shall mean either (i) the Executive's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months or (ii) by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, the Executive is receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering the Company's employees.

5.3. Termination for Cause.

5.3.1 General. During the term of this Agreement, the Company may, at any time and in its sole discretion, terminate this Agreement for Cause (as hereinafter defined), effective as of the date of provision of written notice to the Executive thereof. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to him a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board of Directors of the Company at a meeting of the Board called and held for that purpose (after reasonable notice to the Executive, and an opportunity for the Executive, together with counsel of his choice, to be heard before the Board of Directors of the Company), finding that the Executive was, in the good faith opinion of the Board of Directors of the Company, guilty of conduct set forth in Section 5.3.3. hereof and specifying the particulars thereof in reasonable detail.

5.3.2 Salary, Bonus and Options. If the Executive's employment shall be terminated for 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"); (ii) the Company shall not have any further obligations to the Executive under this Agreement except those required to be provided by law; and (iii) any unexercised and any non-vested options to purchase shares of common stock or other equity securities of the Company previously granted to Executive shall be forfeited by the Executive.

5.3.3 Definition of "Cause". For purposes of this Agreement, "Cause" shall mean: (i) conviction of a felony or of a crime involving misappropriation or embezzlement; (ii) willful and material wrongdoing by the Executive, including, but not limited to, acts of dishonesty or fraud, which have a material adverse effect on the Company or any of its subsidiaries; (iii) repeated material failure of the Executive to follow the direction of the Company and its Board of Directors regarding the material duties of employment; or (iv) material breach by the Executive of a material obligation under this Agreement and failure to cure such breach within thirty (30) days after being given written notice of such breach by the Company.

5.4. Termination Without Cause or Resignation for Good Reason.

5.4.1 General. The Company has the right to terminate the Executive's employment, without Cause, effective as of the date of provision of written notice to the Executive thereof. In addition, the Executive may resign for Good Reason, as defined herein, effective as of the date of provision of written notice to the Company thereof.

5.4.2 Effect of Termination Without Cause or Resignation for Good Reason. In the event the Executive is terminated without Cause by the Company or in the event the Executive resigns for Good Reason, the Company shall pay to the Executive, as soon as practicable, his Accrued Rights. The Company shall also pay the Executive an amount equal to two (2) times the Executive's Base Salary, based upon the annual rate payable as of the date of termination, without any cost of living adjustments, payable on a monthly basis for a period of two (2) years from the date of termination or resignation. In lieu of the foregoing, if such termination or resignation occurs within the two (2) year period following a Change of Control (as defined in Section 5.5.3. herein), the Company instead shall pay to the Executive (i) his Accrued Rights as soon as is practicable following the termination of employment and (ii) the Change of Control Severance (as defined in Section 5.5.2. herein) within sixty (60) days of the termination of Executive's employment. The Company's obligation to make the payments set forth in this Section 5.4.2. shall be unconditional, and the Executive shall not be required to mitigate the amount of any payment provided for in this Section 5.4.2. In addition:

(i) the Executive shall continue to be covered, for the two (2) year period, under medical, health, life and disability insurance plans of the Company, 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.

(ii) the Executive shall, in accordance with any agreement relating to such options, have the right to exercise any vested, but unexercised, options to purchase shares of the Company's common stock or other equity securities of the Company for the duration of such options' terms. Any unexercised and any non-vested options to purchase shares of common stock or other equity securities of the Company previously granted to Executive shall be forfeited by the Executive.

5.4.3 Definition of "Good Reason". For the purposes of this Agreement, "Good Reason" shall mean: (i) removal from the offices which Executive holds, (ii) the assignment to Executive of any duties inconsistent with Executive's position, authority, duties or responsibilities as contemplated by Section 1. hereof, any adverse change in Executive's reporting responsibilities, or any action by Company that results in a diminution in such position, authority, duties or responsibilities, but excluding for these purposes an isolated and insubstantial action not taken in bad faith and which is remedied by Company promptly after receipt of notice thereof given by Executive, (iii) any diminution in Executive's compensation in violation of this Agreement, (iv) the relocation, without the consent of Executive, of Company's principal executive offices or the offices of Executive to a location more than forty (40) miles from Nashville, Tennessee, or (v) the Company or its affiliates materially breach this Agreement or materially breach any other agreement between Executive and Company or its Affiliates, including the Option Agreement and fails to cure such breach within thirty (30) days of its receipt of written notice from Executive specifying the breach.

5.5. Resignation by Executive in the Event of a Change of Control.

5.5.1 General. The Executive shall be entitled to resign his employment with the Company in the event of a Change of Control of the Company pursuant to this Section 5.5 at any time within six (6) months following the occurrence of a Change of Control. The fact that the Executive may choose not to resign his employment in the event of a Change of Control shall in no way affect the Executive's right to do so upon the occurrence of a subsequent transaction or event which constitutes a Change of Control of the Company.

5.5.2 Effect of Resignation in the Event of a Change of Control. In the event the Executive resigns in connection with a Change of Control of the Company, the Company shall pay to the Executive his Accrued Rights. The Company shall also pay the Executive, a one-time payment to be paid within sixty (60) days of Executive's resignation, 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 (such amount, the "Change of Control Severance"). The Company's obligation to make the payments set forth in this Section 5.5.2. shall be unconditional, and the Executive shall not be required to mitigate the amount of any payment provided for in this Section 5.5.2. In addition:

(i) the Executive shall continue to be covered, for the two (2) year period, under medical, health, life and disability insurance plans of the Company 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.

(ii) all options (whether vested or un-vested) to purchase shares of common stock or other equity securities of the Company previously granted by the Company to the Executive shall become immediately exercisable for the duration of such options' terms.

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

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act) of fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors, but excluding for the purpose of this section, any such acquisition by (A) the Company or any of its subsidiaries, (B) any employee benefit plan (or related trust) or (C) any corporation with respect to which, following such acquisition, more than fifty percent (50%) of the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by individuals and entities who, immediately prior to such acquisition, were the beneficial owners of the then outstanding voting securities of the Company entitled to vote generally in the election of directors; or

(ii) the stockholders of the Company approve a merger or

consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity) at least fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(iii) the stockholders of the Company approve a plan of complete liquidation or winding-up of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iv) any event which the Board of Directors determines should constitute a Change in Control;

provided, however, that, notwithstanding the foregoing, the merger of the Company and/or its subsidiaries with CCA, and the completion of the transactions contemplated thereby, including the restructuring of the Company's board of directors, all as described in the Company's proxy statement dated July 31, 2000, as filed with the U.S. Securities and Exchange Commission on such date, as may be supplemented from time to time, regarding the restructuring of the Company, shall not constitute a Change in Control for the purpose of this Agreement.

5.6. Resignation by Executive Other than in the Event of a Change of Control or for Good Reason.

5.6.1 General. The Executive shall be entitled to resign his employment with the Company other than in the event of a Change of Control and for Good Reason and for any reason at any time pursuant to this Section 5.6.

5.6.2 Effect of Resignation Other than in the Event of a Change of Control or for Good Reason. If the Executive resigns from his employment for any reason other than in the event of a Change of Control or for Good Reason: (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"); (ii) the Company shall not have any further obligations to the Executive under this Agreement except those required to be provided by law; and (iii) any unexercised options and any non-vested options to purchase shares of common stock or other equity securities of the Company previously granted to Executive shall be forfeited by the Executive.

5.7. 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 5.7 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. Executive hereby covenants and agrees that during 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 is then engaged; (ii) solicit any customer or client of the Company with respect to any business in which the Company is then engaged (other than on behalf of the Company); or (iii) induce or encourage any employee of the Company to leave the employ of the Company; provided, that 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 Executive are referred to herein as the “Restrictive Covenant.” 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. Executive further acknowledges that the Company would not have entered into this Agreement or agreed to grant Executive the options to purchase shares of the Company stock under Section 4.6. herein 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 one (1) year 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. Attendance at Board Meeting; Election to Board. For so long as the Executive shall serve as the Chief Executive Officer of the Company, Executive shall have the right to attend and to be heard at all meetings of the Board of Directors (or meetings of any committees of the Board of Directors) of the Company in a nonvoting capacity, to receive notice of such meetings, and to receive the information provided by the Company to the Board of Directors. Pursuant to the obligations of the Company under Section 1 hereof, the Company shall use its reasonable best efforts to have the Board of Directors nominate Executive for election to the Board of Directors by the stockholders of the Company on an annual basis, or at such other time as appropriate given the term of the Executive's election to the Board, during the term of this Agreement.

8. Tax Reimbursement Payment.

(i) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by or on behalf of the Company to or for the benefit of Executive as a result of a change in control, as defined in Section 280G of the Internal Revenue Code (the "Code"), (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code, or any interest or penalties are incurred by Executive with respect to such excise tax (such excise tax together with any such interest and penalties are hereinafter collectively referred to as the "Excise Tax"), then Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

(ii) Subject to the provisions of subsection (iii) below, all determinations required to be made under this Section 8., including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by a nationally

recognized accounting firm or law firm selected by the Executive, subject to the consent of the Company, which consent shall not be unreasonably withheld (the "Tax Firm"); provided, however, that the Tax Firm shall not determine that no Excise Tax is payable by the Executive unless it delivers to Executive a written opinion (the "Tax Opinion") that failure to pay the Excise Tax and to report the Excise Tax and the payments potentially subject thereto on or with Executive's applicable federal income tax return will not result in the imposition of an accuracy-related or other penalty on Executive. All fees and expenses of the Tax Firm shall be borne solely by the Company. Within fifteen (15) business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company, the Tax Firm shall make all determinations required under this Section 8., shall provide to the Company and Executive a written report setting forth such determinations, together with detailed supporting calculations, and, if the Tax Firm determines that no Excise Tax is payable, shall deliver the Tax Opinion to the Executive. Any Gross-Up Payment, as determined pursuant to this Section 8., shall be paid by the Company to Executive within fifteen (15) days of the receipt of the Tax Firm's determination. Subject to the other provisions of this Section 8., any determination by the Tax Firm shall be binding upon the Company and the Executive; provided, however, that the Executive shall only be bound to the extent that the determinations of the Tax Firm hereunder, including the determinations made in the Tax Opinion, are reasonable and reasonably supported by applicable law. The parties acknowledge, however, that as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Tax Firm hereunder or as a result of a contrary determination by the Internal Revenue Service, it is possible that Gross-Up Payments which will not have been made by the Company should have been made ("Underpayment"), consistent with the calculations required to be made hereunder. In the event that it is ultimately determined in accordance with the procedures set forth in subsection (iii) below that the Executive is required to make a payment of any Excise Tax, the Tax Firm shall reasonably determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive. In determining the reasonableness of the Tax Firm's determinations hereunder and the effect thereof, the Executive shall be provided a reasonable opportunity to review such determinations with the Tax Firm and the Executive's tax counsel. The Tax Firm's determinations hereunder, and the Tax Opinion, shall not be deemed reasonable until the Executive's reasonable objections and comments thereto have been satisfactorily accommodated by the Tax Firm.

(iii) The Executive shall notify the Company in writing of any claims by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than thirty (30) calendar days after Executive actually receives notice in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid; provided however, that the failure of Executive to notify the Company of such claim (or to provide any required information with respect thereto) shall not affect any rights granted to the Executive under this Section 8. except to the extent that the Company is materially prejudiced in the defense of such claim as a direct result of such failure. The Executive shall not, unless otherwise required by the Internal Revenue Service, pay such claim prior to the

expiration of the 30-day period following the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such 30-day period that it desires to contest such claim, the Executive shall:

- (1) give the Company and information reasonably requested by the Company relating to such claim;
- (2) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney selected by the Company and reasonably acceptable to Executive;
- (3) cooperate with the Company in good faith in order effectively to contest such claim; and
- (4) if the Company elects not to assume and control the defense of such claim, permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this subsection (iii), the Company shall have the right, at its sole option, to assume the defense of and control all proceedings in connection with such contest, in which case it may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's right to assume the defense of and control the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder, and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

- (iv) If, after the receipt by the Executive of an amount advanced by the

Company pursuant to this Section 8., the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of subsection (iii) above) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to subsection (iii) above, a determination is made that the Executive is not entitled to a refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall, to the extent of such denial, be forgiven and shall not be required to be repaid and the amount of forgiven advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(v) Notwithstanding any other provision of this Section 8, any Gross-Up payment due under this Section 8 shall be paid to the Executive no later than December 31 of the year following the year (A) any Excise Tax is paid to the Internal Revenue Service regarding this Section 8 or (B) any tax audit or litigation brought by the Internal Revenue Service or other relevant taxing authority related to this Section 8 is completed or resolved.

9. 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 a director, 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 of the Company.

10. Expenses Incurred in Negotiation and Preparation of Agreement. The Company shall reimburse Executive for one half (50%) of his reasonable and documented legal fees and expenses incurred by Executive in connection with the negotiation of the terms of his employment with the Company and the preparation of all agreements in connection therewith. Notwithstanding any other provision of this Section 10, 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.

11. 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:

(ii) If to the Company, to:

Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215
Attention: Chairman of the Board of Directors
Facsimile: (615) 263-3010

12. 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.

13. 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.

14. Entire Agreement. This instrument contains the entire agreement of the parties. 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.

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

16. 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.

[signature page to follow]

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

EXECUTIVE:

JOHN D. FERGUSON

/s/ John D. Ferguson

THE COMPANY:

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Todd J. Mullenger

Title: Executive Vice President and Chief Financial Officer

EXHIBIT A

Form of Option Agreement

FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement"), dated as of this 15th day of August, 2007 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 Todd J. Mullenger, a resident of Nashville, Tennessee (the "Executive") and amends and replaces in its entirety that certain Employment Agreement, dated as of March 16, 2007, between the Company and the Executive.

WITNESSETH:

WHEREAS, the Executive has been and currently is engaged by the Company to serve as its Chief Financial 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 the Chief Financial 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 Chief Financial 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, 2007 (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 \$270,000, 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 2008 when annual compensation for 2008 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; (ii) reimburse Executive for any Gross-Up Payment (as hereinafter defined) or other payment payable pursuant to the provisions of Section 8 herein; and (iii) 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, each of the following events shall be considered a termination upon a Change in Control for purposes of this paragraph: (i) the Executive's voluntary resignation for any reason by the earlier of March 15 of the year following the year in which a Change in Control occurs or one-hundred eighty (180) days following a Change in Control, or (ii) a material reduction in the duties, powers or authority of the Executive as an officer or employee of the Company (a "Good Reason Termination") within one-hundred eighty (180) days following a Change in Control. A termination under the circumstances listed in (ii) 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) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act) of fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors, but excluding for the purpose of this section, any such acquisition by (A) the Company or any of its subsidiaries, (B) any employee benefit plan (or related trust) or (C) any corporation with respect to which, following such acquisition, more than fifty percent (50%) of the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by individuals and entities who, immediately prior to such acquisition, were the beneficial owners of the then outstanding voting securities of the Company entitled to vote generally in the election of directors; or

(ii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity) at least fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(iii) the stockholders of the Company approve a plan of complete liquidation or winding-up of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iv) any event which the Board of Directors determines should constitute a Change in Control.

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. Tax Reimbursement Payment.

(i) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by or on behalf of the Company to or for the benefit of Executive as a result of a Change in Control, as defined herein, (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code, or any interest or penalties are incurred by Executive with respect to such excise tax (such excise tax together with any such interest and penalties are hereinafter collectively referred to as the "Excise Tax"), then Executive shall be

entitled to receive an additional payment (a “Gross-Up Payment”) in an amount such that after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

(ii) Subject to the provisions of subsection (iii) below, all determinations required to be made under this Section 8, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by a nationally recognized accounting firm or law firm selected by the Executive, subject to the consent of the Company, which consent shall not be unreasonably withheld (the “Tax Firm”); *provided, however*, that the Tax Firm shall not determine that no Excise Tax is payable by the Executive unless it delivers to Executive a written opinion (the “Tax Opinion”) that failure to pay the Excise Tax and to report the Excise Tax and the payments potentially subject thereto on or with Executive’s applicable federal income tax return will not result in the imposition of an accuracy-related or other penalty on Executive. All fees and expenses of the Tax Firm shall be borne solely by the Company. Within fifteen (15) business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company, the Tax Firm shall make all determinations required under this Section 8, shall provide to the Company and Executive a written report setting forth such determinations, together with detailed supporting calculations, and, if the Tax Firm determines that no Excise Tax is payable, shall deliver the Tax Opinion to the Executive. Any Gross-Up Payment, as determined pursuant to this Section 8, shall be paid by the Company to Executive within fifteen (15) days of the receipt of the Tax Firm’s determination. Subject to the other provisions of this Section 8, any determination by the Tax Firm shall be binding upon the Company and the Executive; *provided, however*, that the Executive shall only be bound to the extent that the determinations of the Tax Firm hereunder, including the determinations made in the Tax Opinion, are reasonable and reasonably supported by applicable law. The parties acknowledge, however, that as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Tax Firm hereunder or as a result of a contrary determination by the Internal Revenue Service, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (“Underpayment”), consistent with the calculations required to be made hereunder. In the event that it is ultimately determined in accordance with the procedures set forth in subsection (iii) below that the Executive is required to make a payment of any Excise Tax, the Tax Firm shall reasonably determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive. In determining the reasonableness of the Tax Firm’s determinations hereunder and the effect thereof, the Executive shall be provided a reasonable opportunity to review such determinations with the Tax Firm and the Executive’s tax counsel. The Tax Firm’s determinations hereunder, and the Tax Opinion, shall not be deemed reasonable until the Executive’s reasonable objections and comments thereto have been satisfactorily accommodated by the Tax Firm.

(iii) The Executive shall notify the Company in writing of any claims by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than thirty (30) calendar days after Executive actually receives notice in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid; *provided however*, that the failure of Executive to notify the Company of such claim (or to provide any required information with respect thereto) shall not affect any rights granted to the Executive under this Section 8 except to the extent that the Company is materially prejudiced in the defense of such claim as a direct result of such failure. The Executive shall not, unless otherwise required by the Internal Revenue Service, pay such claim prior to the expiration of the 30-day period following the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such 30-day period that it desires to contest such claim, the Executive shall:

(1) give the Company any information reasonably requested by the Company relating to such claim;

(2) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney selected by the Company and reasonably acceptable to Executive;

(3) cooperate with the Company in good faith in order effectively to contest such claim; and

(4) if the Company elects not to assume and control the defense of such claim, permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this subsection (iii), the Company shall have the right, at its sole option, to assume the defense of and control all proceedings in connection with such contest, in which case it may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; *provided, however*, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to

the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's right to assume the defense of and control the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder, and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(iv) If, after the receipt by the Executive of an amount advanced by the Company pursuant to this Section 8, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of subsection (iii) above) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to subsection (iii) above, a determination is made that the Executive is not entitled to a refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall, to the extent of such denial, be forgiven and shall not be required to be repaid and the amount of forgiven advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(v) Notwithstanding any other provision of this Section 8, any Gross-Up payment due under this Section 8 shall be paid to the Executive no later than December 31 of the year following the year (A) any Excise Tax is paid to the Internal Revenue Service regarding this Section 8 or (B) any tax audit or litigation brought by the Internal Revenue Service or other relevant taxing authority related to this Section 8 is completed or resolved.

9. 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:

(ii) If to the Company, to:

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

10. 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.

11. 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.

12. Entire Agreement. This instrument contains the entire agreement of the parties. 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.

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

14. 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.

15. 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:

Todd J. Mullenger

/s/ Todd J. Mullenger

COMPANY:

CORRECTIONS CORPORATION OF AMERICA

By: /s/ John D. Ferguson

Name: John D. Ferguson

Title: Chief Executive Officer and President

FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement"), dated as of this 15th day of August, 2007, 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 William K. Rusak, Nashville, Tennessee (the "Executive"), and amends and replaces in its entirety that certain Employment Agreement, dated as of July 1, 2006, between the Company and the Executive.

WITNESSETH:

WHEREAS, the Executive has been and currently is engaged by the Company to serve as its Chief Human Resources 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 the Chief Human Resources 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 Chief Human Resources 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, 2007 (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 one (1) additional one (1) year period 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 \$258,750, 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 in February 2008 (or at such other time during the first or second quarter of 2008 when annual compensation for 2008 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 Stock Option. On the date which is the Executive's first date of employment, the Company hereby agrees to grant to the Executive an option to purchase 14,265 shares of common stock, \$0.01 par value per share, of the Company, as hereinafter described. The option to be granted to the Executive hereunder shall be subject to the terms of the Company's Amended & Restated 2000 Stock Incentive Plan (the "Plan") and shall be granted pursuant to an option agreement substantially in the form of the stock option agreement attached hereto as Exhibit A; provided, however, that it is hereby agreed that such option agreement shall provide that the option to purchase one-third (1/3) of the shares referenced above shall vest on the first anniversary date of the option grant, the option to purchase an additional one-third (1/3) of such shares shall vest on the second anniversary date of the option grant, and the option to purchase the remaining one-third (1/3) of such shares shall vest on the third anniversary date of the option grant. The Executive hereby agrees to execute any other documents deemed reasonably necessary by the Company and its legal counsel in connection with the option grant.

4.5 Restricted Share Awards. On the date which is the Executive's first date of employment, the Company hereby agrees to grant to the Executive an award of 5,196 shares of restricted stock pursuant to the Plan. Such shares of restricted stock shall be granted pursuant to a restricted share award agreement substantially in the form of the restricted share agreement attached hereto as Exhibit B;

4.6 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. Notwithstanding any other provision of this Section 4.6, 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.

4.7 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 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; (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; or (vii) the Executive's failure to pass, to the sole satisfaction of the Company, all background, drug and other employment testing required by the Company. 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, during the Term of this Employment Agreement, the Executive's employment with the Company is terminated without Cause, the Company shall pay to the Executive an amount equal to one-half (1/2) of 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 six (6) months 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. If the Executive's Termination should occur so that the Executive does not participate in the 2006 Bonus and Restricted Stock award, then the Company shall pay to the Executive an amount equal to three-fourths (3/4) of the Executive's Base Salary in the manner described above.

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; (ii) reimburse Executive for any Gross-Up Payment (as hereinafter defined) or other payment payable pursuant to the provisions of Section 8 herein; and (iii) 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. Notwithstanding the foregoing, each of the following events shall be considered a termination upon a Change in Control for purposes of this paragraph: (i) the Executive's voluntary resignation for any reason by the earlier of March 15 of the year following the year in which a Change in Control occurs or one-hundred eighty (180) days following a Change in Control, or (ii) a material reduction in the duties, powers or authority of the Executive as an officer or employee of the Company (a "Good Reason Termination") within one-hundred eighty (180) days following a Change in Control. A termination under the circumstances listed in (ii) 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) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act) of fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors, but excluding for the purpose of this section, any such acquisition by (A) the Company or any of its subsidiaries, (B) any employee benefit plan (or related trust) or (C) any corporation with respect to which, following such acquisition, more than fifty percent (50%) of the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by individuals and entities who, immediately prior to such acquisition, were the beneficial owners of the then outstanding voting securities of the Company entitled to vote generally in the election of directors; or

(ii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity) at least fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(iii) the stockholders of the Company approve a plan of complete liquidation or winding-up of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iv) any event which the Board of Directors determines should constitute a Change in Control.

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. Tax Reimbursement Payment.

(i) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by or on behalf of the Company to or for the benefit of Executive as a result of a Change in Control, as defined herein, (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code, or any interest or penalties are incurred by Executive with respect to such excise tax (such excise tax together with any such interest and penalties are hereinafter collectively referred to as the "Excise Tax"), then Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

(ii) Subject to the provisions of subsection (iii) below, all determinations required to be made under this Section 8, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by a nationally recognized accounting firm or law firm selected by the Executive, subject to the consent of the Company, which consent shall not be unreasonably withheld (the "Tax Firm"); *provided, however*, that the Tax Firm shall not determine that no Excise Tax is payable by the Executive unless it delivers to Executive a written opinion (the "Tax Opinion") that failure to pay the Excise Tax and to report the Excise Tax and the payments potentially subject thereto on or with Executive's applicable federal income tax return will not result in the imposition of an accuracy-related or other penalty on Executive. All fees and expenses of the Tax Firm shall be borne solely by the Company. Within fifteen (15) business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company, the Tax Firm shall make all determinations required under this Section 8, shall provide to the Company and Executive a written report setting forth such determinations, together with detailed

supporting calculations, and, if the Tax Firm determines that no Excise Tax is payable, shall deliver the Tax Opinion to the Executive. Any Gross-Up Payment, as determined pursuant to this Section 8, shall be paid by the Company to Executive within fifteen (15) days of the receipt of the Tax Firm's determination. Subject to the other provisions of this Section 8, any determination by the Tax Firm shall be binding upon the Company and the Executive; *provided, however*, that the Executive shall only be bound to the extent that the determinations of the Tax Firm hereunder, including the determinations made in the Tax Opinion, are reasonable and reasonably supported by applicable law. The parties acknowledge, however, that as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Tax Firm hereunder or as a result of a contrary determination by the Internal Revenue Service, it is possible that Gross-Up Payments which will not have been made by the Company should have been made ("Underpayment"), consistent with the calculations required to be made hereunder. In the event that it is ultimately determined in accordance with the procedures set forth in subsection (iii) below that the Executive is required to make a payment of any Excise Tax, the Tax Firm shall reasonably determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive. In determining the reasonableness of the Tax Firm's determinations hereunder and the effect thereof, the Executive shall be provided a reasonable opportunity to review such determinations with the Tax Firm and the Executive's tax counsel. The Tax Firm's determinations hereunder, and the Tax Opinion, shall not be deemed reasonable until the Executive's reasonable objections and comments thereto have been satisfactorily accommodated by the Tax Firm.

(iii) The Executive shall notify the Company in writing of any claims by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than thirty (30) calendar days after Executive actually receives notice in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid; *provided however*, that the failure of Executive to notify the Company of such claim (or to provide any required information with respect thereto) shall not affect any rights granted to the Executive under this Section 8 except to the extent that the Company is materially prejudiced in the defense of such claim as a direct result of such failure. The Executive shall not, unless otherwise required by the Internal Revenue Service, pay such claim prior to the expiration of the 30-day period following the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such 30-day period that it desires to contest such claim, the Executive shall:

(1) give the Company any information reasonably requested by the Company relating to such claim;

(2) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney selected by the Company and reasonably acceptable to Executive;

(3) cooperate with the Company in good faith in order effectively to contest such claim; and

(4) if the Company elects not to assume and control the defense of such claim, permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this subsection (iii), the Company shall have the right, at its sole option, to assume the defense of and control all proceedings in connection with such contest, in which case it may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; *provided, however,* that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's right to assume the defense of and control the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder, and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(iv) If, after the receipt by the Executive of an amount advanced by the Company pursuant to this Section 8, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of subsection (iii) above) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to subsection (iii) above, a determination is made that the Executive is not entitled to a refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall, to the extent of such denial, be forgiven and shall not be required to be repaid and the amount of forgiven

advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(v) Notwithstanding any other provision of this Section 8, any Gross-Up payment due under this Section 8 shall be paid to the Executive no later than December 31 of the year following the year (A) any Excise Tax is paid to the Internal Revenue Service regarding this Section 8 or (B) any tax audit or litigation brought by the Internal Revenue Service or other relevant taxing authority related to this Section 8 is completed or resolved.

9. 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:

(ii) If to the Company, to:

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

10. 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.

11. 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.

12. Entire Agreement. This instrument contains the entire agreement of the parties. 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.

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

14. 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.

15. 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:

William K. Rusak

/s/ William K. Rusak

COMPANY:

CORRECTIONS CORPORATION OF AMERICA

By: /s/ John D. Ferguson

Name: John D. Ferguson

Title: Chief Executive Officer and President

Exhibit A

Form of Stock Option Agreement

Exhibit B

Form of Restricted Share Agreement

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement"), dated as of this 15th day of August, 2007, 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 Richard P. Seiter, a resident of Nashville, Tennessee (the "Executive"), and amends and replaces in its entirety that certain Employment Agreement, dated as of January 3, 2005, and that certain First Amended and Restated Employment Agreement dated as of March 13, 2007, between the Company the Executive.

WITNESSETH:

WHEREAS, the Executive has been and currently is engaged by the Company to serve as its 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 the 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 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. It is expressly acknowledged by the Company that the Executive shall perform his duties and responsibilities under this Agreement during the first six months of the Term (as hereinafter defined) while commuting on a weekly basis from his home in St. Louis, Missouri. 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, 2007 (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 \$300,150, 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 in February 2008 (or at such other time during the first or second quarter of 2008 when annual compensation for 2008 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 Relocation Expenses. The Company shall reimburse the Executive for all reasonable moving expenses and other customary relocation expenses incurred in connection with the sale of the Executive's principal residence located in St. Louis, Missouri and the Executive's purchase of a new principal residence in the Nashville, Tennessee metropolitan area. In addition, the Company shall reimburse the Executive for all reasonable and customary real estate brokerage costs related to the sale of the Executive's principal residence in St. Louis, Missouri. All such expenses for which reimbursement is sought under this Section 4.4 shall be approved in advance by the Company. 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 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. In addition, until June 30, 2005 and upon evidence of receipt, the Company shall reimburse the Executive for all reasonable travel expenses related to Executive's weekly commute between St. Louis, Missouri and Nashville, Tennessee and shall reimburse the Executive for reasonable living expenses in the Nashville, Tennessee area. All such expenses for which reimbursement is sought under this Section 4.5 shall be approved in advance by the Company. Notwithstanding any other provision of this Section 4.5, 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.

4.6 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.

4.7 Stock Option or Restricted Stock. Subject to the future approval of the Board of Directors, or a committee or subcommittee thereof to which compensation matters have been delegated, the Company shall grant to the Executive an option to purchase an amount of shares of common stock, \$0.01 par value per share, of the Company, as determined by the Board of Directors, or such committee of the Board of Directors, to be appropriate for the position of Chief Corrections Officer. The option to be granted to the Executive hereunder shall be subject to the applicable equity incentive plan of the Company governing the Company's stock options in effect on the date of the option grant. The terms and conditions of the option shall be set forth in an option agreement in form and substance mutually satisfactory to the Company and the Executive and as provided for under the terms of such equity incentive plan and the terms of this Agreement. The Executive hereby agrees to execute any other documents deemed reasonably

necessary by the Company and its legal counsel in connection with the stock option. At the discretion of the Board of Directors, or a committee or subcommittee thereof, the Company may choose to grant certain restricted stock to Executive, and such a grant may reduce or eliminate the option discussed in this section. In the event a grant of restricted stock is made, the terms and conditions of such a grant of restricted stock shall be set forth in an agreement in form and substance mutually satisfactory to the Company and the Executive, such terms and conditions shall be subject to any applicable restricted stock plan the Company may have in place at such time as the award, and the Executive hereby agrees to execute any other documents deemed reasonably necessary by the Company and its legal counsel in connection with the grant of restricted stock.

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; (ii) reimburse Executive for any Gross-Up Payment (as hereinafter defined) or other payment payable pursuant to the provisions of Section 8 herein; and (iii) 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, each of the following events shall be considered a termination upon a Change in Control for purposes of this paragraph: (i) the Executive’s voluntary resignation for any reason by the earlier of March 15 of the year following the year in which a Change in Control occurs or one-hundred eighty (180) days following a Change in Control, or (ii) a material reduction in the duties, powers or authority of the Executive as an officer or employee of the Company (a “Good Reason Termination”) within one-hundred eighty (180) days following a Change in Control. A termination under the circumstances listed in (ii) 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) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act) of fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors, but excluding for the purpose of this section, any such acquisition by (A) the Company or any of its subsidiaries, (B) any employee benefit plan (or related trust) or (C) any corporation with respect to which, following such acquisition, more than fifty percent

(50%) of the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by individuals and entities who, immediately prior to such acquisition, were the beneficial owners of the then outstanding voting securities of the Company entitled to vote generally in the election of directors; or

(ii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity) at least fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(iii) the stockholders of the Company approve a plan of complete liquidation or winding-up of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iv) any event which the Board of Directors determines should constitute a Change in Control.

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. Tax Reimbursement Payment.

(i) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by or on behalf of the Company to or for the benefit of Executive as a result of a Change in Control, as defined herein, (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code, or any interest or penalties are incurred by Executive with respect to such excise tax (such excise tax together with any such interest and penalties are hereinafter collectively referred to as the "Excise Tax"), then Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

(ii) Subject to the provisions of subsection (iii) below, all determinations required to be made under this Section 8, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by a nationally recognized

accounting firm or law firm selected by the Executive, subject to the consent of the Company, which consent shall not be unreasonably withheld (the “Tax Firm”); *provided, however*, that the Tax Firm shall not determine that no Excise Tax is payable by the Executive unless it delivers to Executive a written opinion (the “Tax Opinion”) that failure to pay the Excise Tax and to report the Excise Tax and the payments potentially subject thereto on or with Executive’s applicable federal income tax return will not result in the imposition of an accuracy-related or other penalty on Executive. All fees and expenses of the Tax Firm shall be borne solely by the Company. Within fifteen (15) business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company, the Tax Firm shall make all determinations required under this Section 8, shall provide to the Company and Executive a written report setting forth such determinations, together with detailed supporting calculations, and, if the Tax Firm determines that no Excise Tax is payable, shall deliver the Tax Opinion to the Executive. Any Gross-Up Payment, as determined pursuant to this Section 8, shall be paid by the Company to Executive within fifteen (15) days of the receipt of the Tax Firm’s determination. Subject to the other provisions of this Section 8, any determination by the Tax Firm shall be binding upon the Company and the Executive; *provided, however*, that the Executive shall only be bound to the extent that the determinations of the Tax Firm hereunder, including the determinations made in the Tax Opinion, are reasonable and reasonably supported by applicable law. The parties acknowledge, however, that as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Tax Firm hereunder or as a result of a contrary determination by the Internal Revenue Service, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (“Underpayment”), consistent with the calculations required to be made hereunder. In the event that it is ultimately determined in accordance with the procedures set forth in subsection (iii) below that the Executive is required to make a payment of any Excise Tax, the Tax Firm shall reasonably determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive. In determining the reasonableness of the Tax Firm’s determinations hereunder and the effect thereof, the Executive shall be provided a reasonable opportunity to review such determinations with the Tax Firm and the Executive’s tax counsel. The Tax Firm’s determinations hereunder, and the Tax Opinion, shall not be deemed reasonable until the Executive’s reasonable objections and comments thereto have been satisfactorily accommodated by the Tax Firm.

(iii) The Executive shall notify the Company in writing of any claims by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than thirty (30) calendar days after Executive actually receives notice in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid; *provided however*, that the failure of Executive to notify the Company of such claim (or to provide any required information with respect thereto) shall not affect any rights granted to the Executive under this Section 8 except to the extent that the Company is materially prejudiced in the defense of such claim as a direct result of such failure. The Executive shall not, unless otherwise required by the Internal Revenue Service, pay such claim prior to the expiration of the 30-day period

following the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such 30-day period that it desires to contest such claim, the Executive shall:

- (1) give the Company any information reasonably requested by the Company relating to such claim;
- (2) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney selected by the Company and reasonably acceptable to Executive;
- (3) cooperate with the Company in good faith in order effectively to contest such claim; and
- (4) if the Company elects not to assume and control the defense of such claim, permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this subsection (iii), the Company shall have the right, at its sole option, to assume the defense of and control all proceedings in connection with such contest, in which case it may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; *provided, however,* that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's right to assume the defense of and control the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder, and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(iv) If, after the receipt by the Executive of an amount advanced by the Company pursuant to this Section 8, the Executive becomes entitled to receive any refund

with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of subsection (iii) above) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to subsection (iii) above, a determination is made that the Executive is not entitled to a refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall, to the extent of such denial, be forgiven and shall not be required to be repaid and the amount of forgiven advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(v) Notwithstanding any other provision of this Section 8, any Gross-Up payment due under this Section 8 shall be paid to the Executive no later than December 31 of the year following the year (A) any Excise Tax is paid to the Internal Revenue Service regarding this Section 8 or (B) any tax audit or litigation brought by the Internal Revenue Service or other relevant taxing authority related to this Section 8 is completed or resolved.

9. 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:

(ii) If to the Company, to:

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

10. 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.

11. 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.

12. Entire Agreement. This instrument contains the entire agreement of the parties. 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.

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

14. 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.

15. 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:

Richard P. Seiter

/s/ Richard P. Seiter

COMPANY:

CORRECTIONS CORPORATION OF AMERICA

By: /s/ John D. Ferguson

Name: John D. Ferguson

Title: Chief Executive Officer and President

FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement"), dated as of this 15th day of August, 2007 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 G.A. Puryear IV, a resident of Nashville, Tennessee (the "Executive") and amends and replaces in its entirety that certain Employment Agreement, dated as of March 13, 2007, between the Company and the Executive.

WITNESSETH:

WHEREAS, the Executive has been and currently is engaged by the Company to serve as its General Counsel; 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 General Counsel 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 General Counsel 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, 2007 (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 \$248,400, 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 2008 when annual compensation for 2008 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; (ii) reimburse Executive for any Gross-Up Payment (as hereinafter defined) or other payment payable pursuant to the provisions of Section 8 herein; and (iii) 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, each of the following events shall be considered a termination upon a Change in Control for purposes of this paragraph: (i) the Executive's voluntary resignation for any reason by the earlier of March 15 of the year following the year in which a Change in Control occurs or one-hundred eighty (180) days following a Change in Control, or (ii) a material reduction in the duties, powers or authority of the Executive as an officer or employee of the Company (a "Good Reason Termination") within one-hundred eighty (180) days following a Change in Control. A termination under the circumstances listed in (ii) 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) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act) of fifty percent (50%) or more of the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors, but excluding for the purpose of this section, any such acquisition by (A) the Company or any of its subsidiaries, (B) any employee benefit plan (or related trust) or (C) any corporation with respect to which, following such acquisition, more than fifty percent (50%) of the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by individuals and entities who, immediately prior to such acquisition, were the beneficial owners of the then outstanding voting securities of the Company entitled to vote generally in the election of directors; or

(ii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity) at least fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(iii) the stockholders of the Company approve a plan of complete liquidation or winding-up of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iv) any event which the Board of Directors determines should constitute a Change in Control.

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. Tax Reimbursement Payment.

(i) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by or on behalf of the Company to or for the benefit of Executive as a result of a Change in Control, as defined herein, (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code, or any interest or penalties are incurred by Executive with respect to such excise tax (such excise tax together with any such interest and penalties are hereinafter collectively referred to as the "Excise Tax"), then Executive shall be

entitled to receive an additional payment (a “Gross-Up Payment”) in an amount such that after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

(ii) Subject to the provisions of subsection (iii) below, all determinations required to be made under this Section 8, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by a nationally recognized accounting firm or law firm selected by the Executive, subject to the consent of the Company, which consent shall not be unreasonably withheld (the “Tax Firm”); *provided, however*, that the Tax Firm shall not determine that no Excise Tax is payable by the Executive unless it delivers to Executive a written opinion (the “Tax Opinion”) that failure to pay the Excise Tax and to report the Excise Tax and the payments potentially subject thereto on or with Executive’s applicable federal income tax return will not result in the imposition of an accuracy-related or other penalty on Executive. All fees and expenses of the Tax Firm shall be borne solely by the Company. Within fifteen (15) business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company, the Tax Firm shall make all determinations required under this Section 8, shall provide to the Company and Executive a written report setting forth such determinations, together with detailed supporting calculations, and, if the Tax Firm determines that no Excise Tax is payable, shall deliver the Tax Opinion to the Executive. Any Gross-Up Payment, as determined pursuant to this Section 8, shall be paid by the Company to Executive within fifteen (15) days of the receipt of the Tax Firm’s determination. Subject to the other provisions of this Section 8, any determination by the Tax Firm shall be binding upon the Company and the Executive; *provided, however*, that the Executive shall only be bound to the extent that the determinations of the Tax Firm hereunder, including the determinations made in the Tax Opinion, are reasonable and reasonably supported by applicable law. The parties acknowledge, however, that as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Tax Firm hereunder or as a result of a contrary determination by the Internal Revenue Service, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (“Underpayment”), consistent with the calculations required to be made hereunder. In the event that it is ultimately determined in accordance with the procedures set forth in subsection (iii) below that the Executive is required to make a payment of any Excise Tax, the Tax Firm shall reasonably determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive. In determining the reasonableness of the Tax Firm’s determinations hereunder and the effect thereof, the Executive shall be provided a reasonable opportunity to review such determinations with the Tax Firm and the Executive’s tax counsel. The Tax Firm’s determinations hereunder, and the Tax Opinion, shall not be deemed reasonable until the Executive’s reasonable objections and comments thereto have been satisfactorily accommodated by the Tax Firm.

(iii) The Executive shall notify the Company in writing of any claims by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than thirty (30) calendar days after Executive actually receives notice in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid; *provided however*, that the failure of Executive to notify the Company of such claim (or to provide any required information with respect thereto) shall not affect any rights granted to the Executive under this Section 8 except to the extent that the Company is materially prejudiced in the defense of such claim as a direct result of such failure. The Executive shall not, unless otherwise required by the Internal Revenue Service, pay such claim prior to the expiration of the 30-day period following the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such 30-day period that it desires to contest such claim, the Executive shall:

(1) give the Company any information reasonably requested by the Company relating to such claim;

(2) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney selected by the Company and reasonably acceptable to Executive;

(3) cooperate with the Company in good faith in order effectively to contest such claim; and

(4) if the Company elects not to assume and control the defense of such claim, permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this subsection (iii), the Company shall have the right, at its sole option, to assume the defense of and control all proceedings in connection with such contest, in which case it may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; *provided, however*, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance the amount of such payment to

the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's right to assume the defense of and control the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder, and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(iv) If, after the receipt by the Executive of an amount advanced by the Company pursuant to this Section 8, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of subsection (iii) above) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to subsection (iii) above, a determination is made that the Executive is not entitled to a refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall, to the extent of such denial, be forgiven and shall not be required to be repaid and the amount of forgiven advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(v) Notwithstanding any other provision of this Section 8, any Gross-Up payment due under this Section 8 shall be paid to the Executive no later than December 31 of the year following the year (A) any Excise Tax is paid to the Internal Revenue Service regarding this Section 8 or (B) any tax audit or litigation brought by the Internal Revenue Service or other relevant taxing authority related to this Section 8 is completed or resolved.

9. 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:

(ii) If to the Company, to:

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

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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:

G.A. Puryear IV

/s/ G.A. Puryear IV

COMPANY:

CORRECTIONS CORPORATION OF AMERICA

By: /s/ John D. Ferguson

Name: John D. Ferguson

Title: Chief Executive Officer and President

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT AND
GENERAL RELEASE**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT AND GENERAL RELEASE (the "Agreement"), is entered into this 15th day of August, 2007, by and between Corrections Corporation of America, a Maryland corporation having a principal place of business at 10 Burton Hills Boulevard, Nashville, Tennessee (the "Company"), and Kenneth A. Bouldin, a resident of Nashville, Tennessee (the "Executive"). All capitalized terms used herein but otherwise not defined shall have the meaning as set forth in the Employment Agreement, as herein defined.

WHEREAS, the Company and the Executive are parties to that certain Employment Agreement, dated March 13, 2007 (the "Employment Agreement"), pursuant to which the Executive currently serves as Executive Vice President and Chief Development Officer of the Company;

WHEREAS, the Executive has decided to voluntarily resign his position as Executive Vice President and Chief Development Officer of the Company, effective August 31, 2007;

WHEREAS, the Company desires to retain the Executive as an employee of the Company for a period of time and on the terms and conditions set forth herein;

WHEREAS, the Executive acknowledges that by entering into this Agreement he will receive certain benefits to which he would not otherwise be entitled as a result of his voluntary resignation; and

WHEREAS, the Company and the Executive desire to resolve fully and finally all issues that may arise out of the cessation of the Executive's service as Executive Vice President and Chief Development Officer of the Company and the termination of his employment as of the end of the Term (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises, the mutual agreements contained herein, and other good and valuable consideration, the receipt, sufficiency and mutuality of which are hereby acknowledged, the Company and the Executive hereby agree as follows.

1. Amendments.

(a) Section 1 of the Employment Agreement is hereby amended to read in its entirety as follows:

"1. Employment. During the Term of this Agreement, the Executive shall be employed by the Company upon the terms and conditions set forth herein. During the Term, the Executive will serve as an advisor to and will assist the Company with such matters as the Company may request, including, without limitation, assistance to the Senior Vice Presidents of the Company with respect to business development matters and continuing projects for which the Executive has previously taken a leadership role as well as certain other projects as the Executive may be assigned from time to time by the Chief Executive Officer. The Executive acknowledges that

during the Term he will not have the authority to bind the Company to agreements without the express written consent of the Company, and that during such time, he will report to and take instruction from the Company's Chief Executive Officer."

(b) Section 2 of the Employment Agreement is hereby amended to read in its entirety as follows:

"2. Term. Subject to the provisions of termination as hereinafter provided, the term of the Executive's employment under this Agreement shall begin on September 1, 2007 and shall terminate on August 31, 2008 (the "Term")."

(c) Section 3 of the Employment Agreement is hereby deleted in its entirety.

(d) Section 4.1 of the Employment Agreement is hereby amended to read in its entirety as follows:

"4.1 Base Salary. During the Term of this Agreement, the Company shall pay to the Executive a salary of \$321,368 ("Base Salary"), with said amount to be paid in equal installments during the Term of this Agreement in accordance with the Company's normal and usual payroll schedule and practices (subject to Section 5.8 of this Agreement)."

(e) Section 4.2 of the Employment Agreement is hereby amended to read in its entirety as follows:

"4.2 Bonus. Pursuant to the Company's 2007 Cash Incentive Plan (the "2007 Plan"), the Executive will be entitled to receive an amount equal to 0.67 multiplied by the amount, if any, that the Executive would otherwise have been entitled to receive under the terms of the 2007 Plan had the Executive continued to serve as Executive Vice President and Chief Development Officer of the Company for the remainder of the Company's 2007 fiscal year. Notwithstanding the foregoing, Executive will not be entitled to participate in any similar incentive plan adopted for the 2008 fiscal year."

(f) Sections 5.4, 5.5 and 5.6 of the Employment Agreement are hereby deleted in their entirety.

(g) Section 5.7 of the Employment Agreement is hereby amended to remove the reference to Section 5.5 of the Employment Agreement.

(h) Section 8 of the Employment Agreement is hereby deleted in its entirety.

2. Effect of Amendments. Except as expressly modified by the terms of the above amendments, the provisions of the Employment Agreement shall continue in full force and effect.

3. Outstanding Equity Awards.

(a) Restricted Stock. Upon the execution of this Agreement, all 37,254 shares of unvested restricted stock that have previously been awarded by the Company to the Executive

pursuant to the Company's equity incentive plans shall be automatically forfeited to the Company without any separate monetary consideration.

(b) Stock Options. As of the date of this Agreement, the Executive has 96,500 Company stock options vested and unexercised pursuant to the Company's equity incentive plans and not subject to the terms of that certain Resale Restriction Agreement, dated as of December 19, 2005, between the Company and the Executive. Additional stock options will vest (or resale restrictions applicable to such options shall expire, as applicable) during the Term as set forth on Schedule A. All vested options must be exercised during their term in accordance with the applicable award agreements. The Executive acknowledges and agrees that any stock options granted to the Executive and not vested as of the end of the Term or exercised within the time frame set forth above shall be forfeited to the Company without monetary consideration. The Executive further acknowledges that, upon execution of this Agreement, all options that were awarded to the Executive in February 2007 shall be forfeited to the Company without any separate monetary consideration.

4. General Release

(a) In consideration for the payments and additional benefits to be paid by the Company, the Executive releases the Company and its affiliates (including all of its direct and indirect subsidiaries) and all of its officers, directors, employees and agents ("Releasees") from all claims or causes of action of whatever nature that the Executive now may have and that he may either know about or hereafter may learn about, arising from or during the Executive's employment or resulting from the termination of the Executive's employment as Executive Vice President and Chief Development Officer of the Company as of the execution of this Agreement. This means that the Executive will not file any lawsuit for the purpose of obtaining any monetary award above and beyond the amounts provided for in this Agreement, reinstatement of his employment or for any equitable relief.

(b) The Executive acknowledges that this General Release includes, but is not limited to, all claims arising under federal, state or local laws prohibiting employment discrimination and all claims growing out of any legal restrictions on the Company's right to terminate its employees including any breach of contract, tort, whistleblower or retaliation claims. This General Release also specifically encompasses any claims of negligence and all claims of employment discrimination based on race, color, religion, creed, sex, and national origin, as provided under Title VII of the Civil Rights Act of 1964, as amended, and 42 U.S.C. § 1981, all claims of discrimination based on age, as provided under the Age Discrimination in Employment Act of 1967, as amended, and the Older Workers Benefit Protection Act, all claims under the Employee Retirement Income Security Act (ERISA) and all claims of employment discrimination under the Americans With Disabilities Act (ADA), all claims under the Family and Medical Leave Act (FMLA), as well as claims under applicable state and local laws concerning the Executive's employment and/or payment of compensation to the Executive. This General Release does not include, however, the release of any rights or claims the Executive may have which arise after the Executive signs this Agreement.

(c) The Executive intends this Agreement to be binding upon himself, his estate, heirs and assignees. The Executive understands and agrees that if he breaches this Agreement or if he files any claim or lawsuit against the Company or the Releasees challenging the validity of this Agreement or seeking any equitable relief or compensation in addition to that paid to him, the Company or the Releasees may also bring a lawsuit or raise a claim against the Executive because of such action, and a court may award damages, restitution, recoupment or setoff and the Executive, or his estate, may be liable for such an award as well as all payments and benefits he

received under this Agreement prior to such time, including attorneys' fees and costs incurred by the Company or the Releasees.

(d) The Executive acknowledges that he has carefully read and fully understands all the provisions of this Agreement, specifically including the General Release of claims included in the Agreement. In addition, the Executive acknowledges that he has been given a period of at least twenty-one (21) days to consider this Agreement and that he has been advised that he has the right to, and should, consult with an attorney of his choice during this period at his expense. Finally, the Executive acknowledges that, in considering whether to sign this Agreement, he has not relied upon any representation or statement by anyone, either written or oral, not set forth in this document and that he has not been threatened or coerced into signing this Agreement by any official of the Company and that he has read, understands and fully and voluntarily accepts the terms of this Agreement.

(e) The Executive acknowledges that he understands that he may revoke this Agreement at any time during the seven (7) calendar day period after he has signed it. The Executive's revocation, if any, must be delivered to John D. Ferguson before the eighth (8th) day following his execution of this Agreement.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

6. Headings. Section headings are for convenience or reference only and shall not be used to construe the meaning of any provision in this Amendment.

7. Governing Law. The validity, interpretation and effect of this Amendment shall be governed exclusively by the laws of the State of Tennessee without regard to the choice of law principals thereof.

8. Severability. Should any part of this Amendment be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining portion.

9. Successors. This Amendment shall be binding upon and inure to the benefit of the respective parties and their permitted assigns and successors in interest.

10. Waivers. No waivers of any breach of any of the terms or conditions of this Amendment shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

[remainder of page left intentionally blank]

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

CORRECTIONS CORPORATION OF AMERICA

By: /s/ John D. Ferguson

Name: John D. Ferguson

Title: Chief Executive Officer and President

/s/ Kenneth A. Bouldin

Kenneth A. Bouldin

Schedule A
Vesting Schedule

<u>Grant Date</u>	<u>Number of Shares Subject to Options</u>	<u>Vesting Date</u>
2/16/2005	22,500	2/16/2008 (1)
2/16/2006	21,500	2/15/2008

(1) These shares are vested, but remain subject to the terms of that certain Resale Restriction Agreement, dated as of December 19, 2005, between the Company and the Executive.