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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): April 14, 2014 (April 10, 2014)**

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**Corrections Corporation of America**  
(Exact name of registrant as specified in its charter)

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**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)

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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 Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On April 10, 2014, Corrections Corporation of America, a Maryland corporation (the “Company”), issued a press release announcing that Mr. Todd J Mullenger has decided to step down as the Company’s Executive Vice President and Chief Financial Officer, effective May 1, 2014, and that Mr. David M. Garfinkle has been selected by the Board of Directors to succeed Mr. Mullenger as Executive Vice President and Chief Financial Officer. Mr. Mullenger has agreed to remain with the Company for a two-year period after stepping down to assist in the transition and to assist in various projects. A copy of the press release is attached hereto as Exhibit 99.1.

Mr. Garfinkle, age 46, has served as the Company’s Vice President of Finance and Controller since February 2001. From 1996 to 2001, Mr. Garfinkle served as Vice President and Controller for Bradley Real Estate, Inc., a publicly traded real estate investment trust. Prior to joining Bradley Real Estate, Inc., Mr. Garfinkle was a Senior Manager at KPMG Peat Marwick, LLP. Mr. Garfinkle is a Certified Public Accountant and graduated summa cum laude with a bachelor of business administration from St. Bonaventure University.

There is no family relationship between Mr. Garfinkle and any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company. The Company has not entered into any transactions with Mr. Garfinkle that would require disclosure pursuant to Item 404(a) of Regulation S-K under the Exchange Act.

Mr. Garfinkle Employment Agreement

In connection with his appointment as Executive Vice President and Chief Financial Officer, the Company entered into an employment agreement with Mr. Garfinkle, effective May 1, 2014 (the “Employment Agreement”). The following is a summary of the material terms of the Employment Agreement. It is not complete and is qualified in its entirety by reference to the actual Employment Agreement (attached as Exhibit 10.1 to this current report on Form 8-K), which is incorporated herein by reference.

The Employment Agreement provides that the term of the Employment Agreement terminates on December 31, 2014. This term is consistent with those of the employment agreements for the Company’s other executive officers. Mr. Garfinkle’s base salary is \$360,000.00 per annum. Mr. Garfinkle is eligible to earn a pro-rated annual bonus for the period beginning January 1, 2014 and ending on May 1, 2014 under the terms of the cash compensation incentive or similar plan established by the Company in which Mr. Garfinkle participated during such period, and Mr. Garfinkle is eligible to earn a pro-rated annual bonus for the period beginning May 1, 2014 and ending on December 31, 2014 under the terms of the cash compensation incentive or similar plan established by the Company in which Mr. Garfinkle participates during such period. Mr. Garfinkle is also subject to confidentiality restrictions and to certain non-competition and non-solicitation restrictions that are effective during his employment with the Company and for a period of one year after his employment terminates.

The Employment Agreement and Mr. Garfinkle’s employment thereunder can be terminated by the Company with or without “cause” or in connection with a “change in control” of the Company. “Cause” is defined as (i) the death of Mr. Garfinkle; (ii) the permanent disability of Mr. Garfinkle, (defined as the inability of Mr. Garfinkle, as a result of physical or mental illness or incapacity, to substantially perform his duties pursuant to the Employment Agreement for a period of one hundred eighty (180) days during any twelve (12) month period); (iii) Mr. Garfinkle’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 Mr. Garfinkle, 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 Mr. Garfinkle of a material obligation under the Employment Agreement or of his fiduciary duty to the Company or its stockholders; or (vi) Mr. Garfinkle’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.

In the event of termination of employment by the Company without cause (which does not constitute a “change in control” termination, as described below), Mr. Garfinkle is entitled, subject to his execution and non-revocation of a general release of claims in the Company’s favor and compliance with certain non-competition and confidentiality covenants, to an amount equal to Mr. Garfinkle’s then-current annual salary, payable in installments in accordance with the Company’s normal payroll policies during the one-year period immediately following his termination.

If Mr. Garfinkle's employment is terminated due to a "change in control termination," Mr. Garfinkle is entitled, subject to his execution and non-revocation of a general release of claims in the Company's favor and compliance with certain non-competition, non-solicitation and confidentiality covenants, to a lump-sum payment equal to 2.99 times Mr. Garfinkle's then-current annual salary and to certain continued health insurance benefits for a period of one (1) year following his termination. A "change in control termination" means: (i) Mr. Garfinkle's employment with the Company is terminated by the Company without cause within one-hundred eighty (180) days following a "change in control," or (ii) Mr. Garfinkle terminates his employment with the Company due to a material reduction in his duties, powers or authority as an officer or employee of the Company without Mr. Garfinkle's consent ("a good reason event"), which good reason event occurs within one-hundred eighty (180) days following a "change in control." A "change in control" means a "change in the ownership of the Company," a "change in the effective control of the Company" or a "change in the ownership of a substantial portion of the assets of the Company" (each within the meaning of Section 1.409A-3(i)(5) of the Treasury Regulations).

In the event of a termination of Mr. Garfinkle's employment for any reason other than those described above, Mr. Garfinkle is only entitled to his then-current annual salary earned through the date of termination.

#### Mr. Mullenger Transition Agreement

In connection with Mr. Mullenger's resignation as Executive Vice President and Chief Financial Officer of the Company, the Company entered into a transition agreement with Mr. Mullenger, effective as of May 1, 2014 (the "Transition Agreement"), pursuant to which his prior employment agreement terminates and Mr. Mullenger agrees to perform certain transition services for the Company from May 1, 2014 to April 30, 2016. The following is a summary of the material terms and conditions of the Transition Agreement. It is not complete and is qualified in its entirety by reference to the actual Transition Agreement (attached as Exhibit 10.2 to this current report on Form 8-K), which is incorporated herein by reference.

The Transition Agreement provides that Mr. Mullenger will remain with the Company as Special Assistant to the Chief Executive Officer. Mr. Mullenger's base salary is \$380,000.00 for his first year of employment under the Transition Agreement and \$190,000.00 for his second and final year of employment under the Transition Agreement. Mr. Mullenger is eligible to participate in the Company's cash compensation incentive plan or similar plan established by the Company for its executive officers for the year ending December 31, 2014. Mr. Mullenger is not entitled to receive equity-based awards after May 1, 2014 under any of the Company's equity incentive plans, but outstanding equity-based awards granted to Mr. Mullenger prior to this date will continue to vest in accordance with their respective terms until April 30, 2016 (or, if earlier, the date on which Mr. Mullenger's employment with the Company terminates), but thereafter will not vest in any additional amount and shall be exercisable only to the extent specified in the applicable award agreement. Mr. Mullenger is also subject to confidentiality restrictions and to certain non-competition and non-solicitation restrictions that are effective during his employment with the Company and for a period of one year after his employment terminates.

The Transition Agreement also sets forth Mr. Mullenger's rights to severance upon a termination of his employment. Generally, Mr. Mullenger is entitled to severance only if his employment is terminated by the Company without "cause." "Cause" is generally defined as (i) the death of Mr. Mullenger; (ii) the permanent disability of Mr. Mullenger, which shall be defined as the inability of Mr. Mullenger, as a result of physical or mental illness or incapacity, to substantially perform his duties pursuant to the Transition Agreement for a period of one hundred eighty (180) days during any twelve (12) month period; (iii) Mr. Mullenger'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 Mr. Mullenger, 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 Mr. Mullenger of a material obligation under the Transition Agreement or of his fiduciary duty to the Company or its stockholders; or (vi) Mr. Mullenger'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.

In the event of termination of his employment by the Company without cause, Mr. Mullenger is entitled, subject to his execution and non-revocation of a general release of claims in the Company's favor, to severance payments equal to twelve (12) months' of Mr. Mullenger's then-current annual salary, payable in installments in accordance with the Company's normal payroll policies during the one-year period immediately following his termination.

In the event of a termination of Mr. Mullenger's employment for any other reason (including, without limitation, due to a termination by the Company for cause or by Mr. Mullenger for any reason), Mr. Mullenger is entitled only to any earned but unpaid annual salary and unreimbursed business expenses incurred prior to the termination date.

**Item 9.01. Financial Statements and Exhibits.**

(d) The following exhibits are furnished as part of this Current Report:

- Exhibit 10.1 – Employment Agreement effective as of May 1, 2014 between Corrections Corporation of America, CCA of Tennessee, LLC and David M. Garfinkle
- Exhibit 10.2 – Transition Agreement effective as of May 1, 2014 between Corrections Corporation of America, CCA of Tennessee, LLC and Todd J Mullenger
- Exhibit 99.1 – Press release of Corrections Corporation of America dated April 10, 2014

**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: April 14, 2014

**CORRECTIONS CORPORATION OF AMERICA**

By:

/s/ Steven E. Groom

Steven E. Groom

Executive Vice President, General Counsel  
and Corporate Secretary

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**EXHIBIT INDEX**

<u>Exhibit</u>	<u>Description</u>
10.1	Employment Agreement effective as of May 1, 2014 between Corrections Corporation of America, CCA of Tennessee, LLC and David M. Garfinkle
10.2	Transition Agreement effective as of May 1, 2014 between Corrections Corporation of America, CCA of Tennessee, LLC and Todd J Mullenger
99.1	Press release of Corrections Corporation of America dated April 10, 2014

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement"), dated as of this 10th day of April, 2014 and effective as of May 1, 2014 (the "Effective Date") is by and between Corrections Corporation of America, a Maryland corporation (the "REIT"), CCA of Tennessee, LLC, a Tennessee limited liability company ("Employer" and, together with the REIT, the "Company") and David M. Garfinkle, a resident of Williamson County, Tennessee (the "Executive").

## WITNESSETH:

**WHEREAS**, effective as of the Effective Date, the Executive shall be engaged by the Company to serve as its Executive Vice President and 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 as its Executive Vice President and Chief Financial Officer.

**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. Effective as of the Effective Date, the Executive shall serve as Executive Vice President and Chief Financial Officer of the Company and in such other office or offices to which Executive may be appointed or elected by the Board of Directors. Subject to the direction and supervision of the Board of Directors of the Company, the Executive shall perform such duties as are customarily associated with the office of Executive Vice President and Chief 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 Effective Date and shall terminate on December 31, 2014 (the "Term").

3. [Reserved].

4. Compensation.

4.1 Base Salary. During the Term, the Company shall pay the Executive an annual salary ("Base Salary") of Three Hundred Sixty Thousand dollars (\$360,000.00) per annum, which shall be payable to the Executive hereunder in accordance with the Company's normal payroll practices, but in no event less often than bi-weekly. Commencing at such time during 2014 when annual compensation 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.** With respect to calendar year 2014, the Executive shall be eligible to earn an annual bonus (the "Annual Bonus") calculated as follows: (i) with respect to the period beginning January 1, 2014 and ending on the Effective Date, the Executive shall be eligible to earn a pro-rated annual bonus under the terms of the cash compensation incentive or similar plan established by the Company in which the Executive participated during such period, and (ii) with respect to the period beginning on the Effective Date and ending on December 31, 2014, the Executive shall be eligible to earn a pro-rated annual bonus under the terms of the cash compensation incentive or similar plan established by the Company in which the Executive participates during such period. 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 the applicable cash compensation incentive or similar plan(s) established by the Company, the Company shall pay to the Executive the Annual Bonus pursuant to the terms of such plan(s). This Annual Bonus, if any, shall be paid to the Executive between January 1, 2015 and March 15, 2015; *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, 2015, subject to the Executive's continued employment through the applicable payment date. The Board of Directors of the Company, or applicable committee or subcommittee, may review and revise the terms of the cash compensation incentive or similar plan(s) 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(s) shall not affect the Executive's right to participate in such amended plan or plans or change the time or form of payment provided thereunder.

4.3 **Benefits.** During the Term, the Executive shall be entitled to four (4) weeks of paid vacation annually. In addition, the Executive shall be eligible to participate in all compensation or employee benefit plans or programs and receive all benefits and perquisites for which any salaried employees or senior executives 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.

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.

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 in connection with 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, which payment shall be made upon the regular payroll period occurring immediately following the Executive's termination of employment; 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 (and is not a Change in Control Termination), 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, subject to Section 5.8, Section 6.1 and Section 6.2 hereof, shall be paid by the Company to Executive in regular installments in accordance with the Company’s normal payroll policies then in effect, for a period of one (1) year (the “Severance Period”) following the Executive’s termination of employment, which payments will commence with the first payroll period occurring after the expiration of the Severance Delay Period (the “Initial Payment”) and shall continue for the remainder of the Severance Period. The Initial Payment shall include payment for any payroll periods which occur during the Severance Delay Period. For purposes of this Agreement, the “Severance Delay Period” shall mean the period beginning on the date of the Executive’s termination of employment and ending on the thirtieth (30<sup>th</sup>) day thereafter.

**5.5 Effect of a Change in Control Termination.** If the Executive’s employment with the Company is terminated due to a Change in Control Termination (as defined below), the Company shall (i) pay to the Executive a cash lump-sum payment 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, which payment shall be made within ten (10) days following the expiration of the Severance Delay Period and (ii) continue to provide hospitalization, health, dental care, and life and other insurance benefits (collectively, the “Welfare Benefits”) to the Executive for a period of one (1) year (the “Change in Control Severance Period”) following such termination (or such shorter time of such coverage terminates under Section 4980B of the Code (as defined below)) 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; provided, that the Executive shall continue to pay the same amount towards the cost of such benefits as paid immediately prior to the date of termination and shall comply with all applicable election and eligibility requirements; provided further, that if any plan pursuant to which such benefits are provided is not, or ceases to be, exempt from the application of Section 409A of the Code or the Company cannot provide the benefits without violating applicable law, then the Company shall instead pay to the Executive a lump-sum amount equal to the remaining costs of such benefits that would be paid by the Company through the Change in Control Severance Period (or remaining portion thereof). For purposes of this Section 5.5, a “Change in Control Termination” shall mean: (i) the Executive’s employment with the Company is terminated without Cause within one-hundred eighty (180) days following a Change in Control, or (ii) the Executive terminates employment with the Company due to a material reduction in the duties, powers or authority of the Executive as an officer or employee of the Company without the Executive’s consent (a “Good Reason Event”), which Good Reason Event occurs 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 due to a Good Reason Event only if (A) the Executive notifies the Company of the existence of the condition that otherwise constitutes a Good Reason Event within forty-five (45) 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 the Good Reason Event (the “Cure Period”) and (C) if the Company fails to remedy the Good Reason Event during the Cure Period, the Executive terminates employment with the Company due to the condition within thirty (30) days of the expiration of the Cure Period.

5.6 Definition of a "Change of Control". "Change of Control" shall mean a "change in the ownership of the Company," a "change in the effective control of the Company," or a "change in the ownership of a substantial portion of the assets of the Company" as such terms are defined in Section 1.409A-3(i)(5) of the Treasury Regulations.

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, which payment shall be made upon the regular payroll period occurring immediately following the Executive's termination of employment; 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 Conditions. Any payments or benefits made or provided pursuant to Sections 5.4 and 5.5 of this Agreement shall be available if and only if the Executive (i) has (A) executed and delivered to the Company the General Release substantially in form and substance as set forth in Exhibit A attached hereto, (B) the General Release has become effective, (C) the Executive has not revoked the General Release and (D) all applicable revocation periods with respect to the General Release have expired, in all instances, prior to the expiration of the Severance Delay Period and (ii) has not breached the provisions of the General Release or breached the provisions of Sections 6.1 or Section 6.2 hereof. In no event shall cash severance payments received pursuant to Section 5.4 or Section 5.5 hereof be reduced as a result of the receipt by the Executive of compensation or benefits from a subsequent employer during the period during which severance payments are being made under Section 5.4 or Section 5.5 above, as applicable. Notwithstanding the foregoing, the Welfare Benefits made or provided pursuant to Section 5.5 of this Agreement shall be reduced by the amount of any comparable benefits the Executive receives with respect to any other employment during the Change in Control Severance Period; provided that the Executive shall have no duty or obligation to seek other employment during any Change of Control Severance Period or otherwise mitigate damages hereunder. Upon request from time to time, the Executive shall furnish the Company with a true and complete certificate specifying any such benefits received by Executive from any other employer during the Change of Control Severance Period.

5.9 Section 409A and Other Tax provisions.

(i) 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) the payments satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Code, including those 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 in accordance with its "specified employee" procedures (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, if earlier, the Executive's death (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 5.9(i) 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, if earlier, the Executive's death. It is intended that this Agreement shall comply with or be exempt from the provisions of Section 409A of the Code and the Treasury Regulations relating thereto so as not to subject Executive to the payment of additional taxes and interest under Section 409A of the Code. In furtherance of this intent, this Agreement shall be interpreted, operated, and administered in a manner consistent with these intentions.

(ii) Notwithstanding any other provision to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of "deferred compensation" (as such term is defined in Section 409A of the Code and the Treasury Regulations promulgated thereunder) upon or following a termination of employment unless such termination is also a "separation from service" from the Company within the meaning of Section 409A of the Code and Section 1.409A-1(h) of the Treasury Regulations and, for purposes of any such provision of this Agreement, references to a "separation," "termination," "termination of employment," "termination of Executive's employment," "date of termination" or like terms shall mean "separation from service."

(iii) Notwithstanding any other provision to the contrary, in no event shall any payment under this Agreement that constitutes "deferred compensation" for purposes of Section 409A of the Code and the Treasury Regulations promulgated thereunder be subject to offset by any other amount unless otherwise permitted by Section 409A of the Code.

(iv) For the avoidance of doubt, any payment due under this Agreement within a period following Executive's termination of employment or other event, shall be made on a date during such period as determined by the Company in its sole discretion.

(v) To the extent that any reimbursement, fringe benefit or other, similar plan or arrangement in which Executive participates during the term of Executive's employment under this Agreement or thereafter (including reimbursements under Section 4.3 and Section 4.4 hereunder) provides for a "deferral of compensation" within the meaning of Section 409A of the Code, such amounts shall be reimbursed strictly in accordance with Section 409A of the Code and Treasury Regulation 1.409A-3(i)(1)(iv),

including the following requirements: (i) the amount eligible for reimbursement or payment under such plan or arrangement in one calendar year may not affect the amount eligible for reimbursement or payment in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid), (ii) subject to any shorter time periods provided herein or the applicable plans or arrangements, any reimbursement or payment of an expense under such plan or arrangement must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iii) any such reimbursement or payment may not be subject to liquidation or exchange for another benefit.

(vi) By accepting this Agreement, Executive hereby agrees and acknowledges that the Company does not make any representations with respect to the application of Section 409A of the Code to any tax, economic or legal consequences of any payments payable to Executive hereunder. Further, by the acceptance of this Agreement, Executive acknowledges that (A) Executive has obtained independent tax advice regarding the application of Section 409A of the Code to the payments due to Executive hereunder, (B) Executive retains full responsibility for the potential application of Section 409A of the Code to the tax and legal consequences of payments payable to Executive hereunder and (C) the Company shall not indemnify or otherwise compensate Executive for any violation of Section 409A of the Code that may occur in connection with this Agreement. The parties agree to cooperate in good faith to amend such documents and to take such actions as may be necessary or appropriate to (i) exempt the compensation and benefits payable under this Agreement from Section 409A of the Code and/or preserve the intended tax treatment of such compensation and benefits, or (ii) comply with Section 409A of the Code; *provided, however*, that this Section 5.9 shall not create any obligation on the part of the Company to adopt any such amendment or take any such other action.

#### 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 she 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. The portion of the payments set forth in Section 5.5 that is allocable to the value of the non-compete provisions set forth in this Section 6.1 shall be determined consistent with Section 1.280G-1 Q/A 9, and 40-44 of the Treasury Regulations.

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

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

provisions of any employment agreement with a third party that has not been disclosed by the Executive to the Company. The provisions of this Section 7 shall specifically survive the expiration or earlier termination of this Agreement.

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

(i) If to the Executive, to:

David M. Garfinkle

(ii) If to the Company, to:

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

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

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

11. Entire Agreement. This instrument contains the entire agreement of the parties and supersedes in full and in all respects any prior oral or written agreement between the parties with respect to Executive's employment with the Company. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought, and in accordance with Section 409A of the Code.

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

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

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

*[signature page to follow]*

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

EXECUTIVE:

By: /s/ David M. Garfinkle  
Name: David M. Garfinkle  
Executive Vice President and Chief Financial Officer

REIT:

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Damon T. Hininger  
Name: Damon T. Hininger  
Title: President and Chief Executive Officer

EMPLOYER:

CCA OF TENNESSEE, LLC

By: /s/ Damon T. Hininger  
Name: Damon T. Hininger  
Title: Chief Executive Officer

[Signature Page to Employment Agreement]

EXHIBIT A

General Release

WAIVER AND RELEASE OF CLAIMS

1. **General Release.** In consideration of the payments and benefits to be made under the Employment Agreement, dated as of \_\_\_\_\_, 2014, to which Corrections Corporation of America (the "REIT"), CCA of Tennessee, LLC ("Employer") and, together with the REIT, the "Company") and David M. Garfinkle (the "Executive") are parties (the "Agreement"), the Executive, with the intention of binding the Executive and the Executive's heirs, executors, administrators and assigns, does hereby release, remise, acquit and forever discharge the Company and its parents, subsidiaries and affiliates (collectively, the "Company Affiliated Group"), their present and former officers, directors, executives, agents, shareholders, attorneys, employees and employee benefits plans (and the fiduciaries thereof), and the successors, predecessors and assigns of each of the foregoing (collectively, the "Company Released Parties"), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys' fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known, unknown, suspected or unsuspected which the Executive, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, against any Company Released Party (an "Action") arising out of or in connection with the Executive's service as an employee, officer and/or director to any member of the Company Affiliated Group (or the predecessors thereof), including (i) the termination of such service in any such capacity, (ii) for severance or vacation benefits, unpaid wages, salary or incentive payments, (iii) for breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort and (iv) for any violation of applicable state and local labor and employment laws (including, without limitation, all laws concerning harassment, discrimination, retaliation and other unlawful or unfair labor and employment practices), any and all Actions based on the Employee Retirement Income Security Act of 1974 ("ERISA"), any penalties, taxes or interest assessed under Section 409A of the Code and any and all Actions arising under the civil rights laws of any federal, state or local jurisdiction, including, without limitation, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans with Disabilities Act ("ADA"), Sections 503 and 504 of the Rehabilitation Act, the Family and Medical Leave Act and the Age Discrimination in Employment Act ("ADEA"), excepting only:

- (a) rights of the Executive under this Waiver and Release of Claims and under the Agreement;
- (b) rights of the Executive relating to equity awards held by the Executive as of the Executive's date of termination;
- (c) the right of the Executive to receive benefits required to be paid in accordance with applicable law;

(d) rights to indemnification the Executive may have (i) under applicable corporate law, (ii) under the by-laws or charter of any Company Released Party or (iii) as an insured under any director's and officer's liability insurance policy now or previously in force;

(e) claims the Executive may have to severance payments and benefits under Section 5 of the Agreement;

(f) claims (i) for accrued or vested benefits under any health, disability, retirement, supplemental retirement, deferred compensation, life insurance or other, similar employee benefit plan or arrangement of the Company Affiliated Group and (ii) for earned but unused vacation pay through the date of termination in accordance with applicable policy of the Company Affiliated Group; and

(g) claims for the reimbursement of unreimbursed business expenses incurred prior to the date of termination pursuant to applicable policy of the Company Affiliated Group.

2. No Admissions, Complaints or Other Claims. The Executive acknowledges and agrees that this Waiver and Release of Claims is not to be construed in any way as an admission of any liability whatsoever by any Company Released Party, any such liability being expressly denied. The Executive also acknowledges and agrees that the Executive has not, with respect to any transaction or state of facts existing prior to the date hereof, filed any Actions against any Company Released Party with any governmental agency, court or tribunal.

3. Application to all Forms of Relief. This Waiver and Release of Claims applies to any relief no matter how called, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages for pain or suffering, costs and attorney's fees and expenses.

4. Specific Waiver. The Executive specifically acknowledges that the Executive's acceptance of the terms of this Waiver and Release of Claims is, among other things, a specific waiver of any and all Actions under Title VII, ADEA, ADA and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein shall be deemed, nor does anything herein purport, to be a waiver of any right or Action which by law the Executive is not permitted to waive.

5. Voluntariness. The Executive acknowledges and agrees that the Executive is relying solely upon the Executive's own judgment; that the Executive is over eighteen years of age and is legally competent to sign this Waiver and Release of Claims; that the Executive is signing this Waiver and Release of Claims of the Executive's own free will; that the Executive has read and understood the Waiver and Release of Claims before signing it; and that the Executive is signing this Waiver and Release of Claims in exchange for consideration that the Executive believes is satisfactory and adequate. In accordance with the Older Workers Benefit Protection Act of 1990, the Executive also acknowledges and agrees that the Executive has been advised that he should consult with legal counsel prior to executing this Waiver and Release of Claims and has been encouraged to do so.

6. Complete Agreement/Severability. This Waiver and Release of Claims constitutes the complete and final agreement between the parties and supersedes and replaces all prior or contemporaneous agreements, negotiations, or discussions relating to the subject matter of this Waiver and Release of Claims. All provisions and portions of this Waiver and Release of Claims are severable. If any provision or portion of this Waiver and Release of Claims or the application of any provision or portion of the Waiver and Release of Claims shall be determined to be invalid or unenforceable to any extent or for any reason, all other provisions and portions of this Waiver and Release of Claims shall remain in full force and shall continue to be enforceable to the fullest and greatest extent permitted by law.

7. Acceptance and Revocability. In accordance with the Older Workers Benefit Protection Act of 1990, the Executive acknowledges that the Executive has been given a period of [21 days]<sup>1</sup> within which to consider this Waiver and Release of Claims before executing it. The Executive may accept this Waiver and Release of Claims at any time within this period of time by signing the Waiver and Release of Claims and returning it to President and Chief Executive Officer at the Employer. The Executive further acknowledges that he has been given at least seven (7) days following the execution of this Waiver and Release of Claims to revoke this Waiver and Release of Claims and that this Waiver and Release of Claims shall become effective upon the expiration of such revocation period. The Executive may revoke the Executive's acceptance of this Waiver and Release of Claims at any time within that seven calendar day period by sending written notice to the Employer. Such notice must be received by the Employer within the seven calendar day period in order to be effective and, if so received, would void this Waiver and Release of Claims for all purposes.

8. Governing Law. Except for issues or matters as to which federal law is applicable, this Waiver and Release of Claims shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee without giving effect to the conflicts of law principles thereof.

Executive: \_\_\_\_\_  
David M. Garfinkle

Date: \_\_\_\_\_

<sup>1</sup> 45 days if the Executive is at least 40 years old and multiple employees are being terminated.

## TRANSITION AGREEMENT

This Transition Agreement (the “**Agreement**”) is made and entered into effective as of May 1, 2014 (the “**Effective Date**”) by and between Corrections Corporation of America, a Maryland corporation (the “**REIT**”), CCA of Tennessee, LLC, a Tennessee limited liability company (“**Employer**” and, together with the REIT, the “**Company**”) and Todd J Mullenger (“**Employee**”). The Company and Employee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### WITNESSETH:

WHEREAS, the Company and the Executive have previously entered into that certain employment agreement, dated as of January 1, 2012 (the “**Employment Agreement**”), which provides for the Executive’s employment as Executive Vice President and Chief Financial Officer of the Company;

WHEREAS, the Company and Employee hereby agree that effective as of the Effective Date, Employee will resign from serving as Executive Vice President and Chief Financial Officer of the Company;

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

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

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

### SECTION 1.

#### RESIGNATION; TRANSITION SERVICES; DUTIES AND RESPONSIBILITIES

**1.1 Resignation; Termination of Employment Agreement.** Effective as of the Effective Date, Employee hereby tenders, and the Company hereby accepts, the Employee’s resignation as Executive Vice President and Chief Financial Officer of the Company. As of the Effective Date, the Employment Agreement shall automatically terminate and be of no further force and effect, and neither the Company nor Employee shall have any further obligations thereunder; *provided, however*, that the provisions of Section 6 (Non-Competition, Non-Solicitation and Confidentiality and Non-Disclosure) and Section 7 (Indemnification) of the Employment Agreement shall survive such termination of the Employment Agreement.

**1.2 Transition Services.** During the Term of this Agreement, the Company hereby employs Employee, and Employee hereby accepts employment with the Company, to provide services to effect the orderly transition of his former duties and responsibilities with the Company. In such capacity, Employee shall have the title Special Assistant to the Chief Executive Officer and report to the Chief Executive Officer of the Company. For the avoidance of doubt, provided that Employee complies with the terms of this Agreement, Employee will be deemed to have been continuously employed as an employee of the Company from August 10, 1998 through the last day of the Term of this Agreement for purposes of vesting with respect to equity awards granted to Employee prior to the Effective Date pursuant to the Company’s equity incentive plans.

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

**1.4 Ownership of Developments; Trade Secrets of Others.** All copyrights, patents, trade secrets, or other intellectual property rights associated with any idea, concepts, techniques, inventions, processes, or works of authorship developed or created by Employee during the course of his work for the Company or its clients, including past employment and with respect to the services to be provided hereunder (collectively, the "**Work Product**"), will belong exclusively to the Company and will, to the extent possible, be considered a work made by Employee for hire for the Company within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered work made by Employee for hire for the Company, Employee agrees to assign, and automatically assign at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest Employee may have in such Work Product. Upon the request of the Company, Employee will take further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment. Employee represents that he is not bound by, and covenants that he will not enter into, any agreements, either written or oral, which are in conflict with this Agreement. For purposes of this Section 1.4, the term "**Company**" also will include any existing or future affiliates of the Company.

## **SECTION 2. COMPENSATION**

### **2.1 Compensation.**

**2.1.1 Base Salary.** For the period beginning on the Effective Date and ending on April 30, 2015, the Company shall pay Employee an annual salary of \$380,000.00, which shall be payable to Employee in accordance with the Company's normal payroll practices, but in no event less than bi-weekly. For the period beginning May 1, 2015 and ending April 30, 2016, the Company shall pay Employee an annual salary of \$190,000.00, which shall be payable to Employee in accordance with the Company's normal payroll practices, but in no event less than bi-weekly.

**2.1.2 Bonus for 2014.** In the event both the Company and Employee each respectively achieve certain financial performance and personal performance targets as established by the Board of Directors of the Company, or a committee or subcommittee thereof to which compensation matters have been delegated, pursuant to a cash compensation incentive plan or similar plan established by the Company for its executive officers for the year ending December 31, 2014 ("**Calendar 2014**"), the Company shall pay to Employee a cash bonus pursuant to the terms of such plan. This bonus, if any, shall be paid to Employee between January 1 and March 15, 2015; 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, 2015, subject to Employee's continued employment with the Company through the applicable payment date. The Board of Directors of the Company, or applicable committee or subcommittee thereof, may review and revise the terms of the cash compensation incentive plan or similar plan referenced above at any time, after taking into consideration both the performance of the Company and the personal performance of Employee, among other factors, and may, in their sole discretion, amend

the cash compensation incentive plan or similar plan in any manner it may deem appropriate; provided, however, that any such amendment to the plan shall not affect Employee's right to participate in such amended plan or plans during Calendar 2014. Except as set forth in this Section 2.1.2, Employee shall not be entitled to receive awards under any cash incentive or other similar plan of the Company after the Effective Date.

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

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

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

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

### SECTION 3. LIMITATION OF LIABILITY

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

### SECTION 4. TERM AND TERMINATION

4.1 Term. The term (the "**Term**") of this Agreement shall begin on the Effective Date and shall end on April 30, 2016, unless earlier terminated pursuant to the terms hereof (such date that the Term ends or is terminated, the "**Termination Date**").

**4.2 Termination of Agreement.** The Company may terminate this Agreement at any time in its sole discretion without Cause (as defined below) or for Cause. Employee may terminate this Agreement at any time for any reason or no reason. For purposes of this Agreement, “Cause” shall mean: (i) the death of Employee; (ii) the permanent disability of Employee, which shall be defined as the inability of Employee, as a result of physical or mental illness or incapacity, to substantially perform his duties pursuant to this Agreement for a period of one hundred eighty (180) days during any twelve (12) month period; (iii) Employee’s conviction of a felony or of a crime involving dishonesty or moral turpitude, including, without limitation, any act or crime involving misappropriation or embezzlement of Company assets or funds; (iv) willful or material wrongdoing by Employee, including, but not limited to, acts of dishonesty or fraud, which could be expected to have a materially adverse effect, monetarily or otherwise, on the Company or its subsidiaries or affiliates, as determined by the Company and its Board of Directors; (v) material breach by Employee of a material obligation under this Agreement or of his fiduciary duty to the Company or its stockholders; or (vi) Employee’s intentional violation of any applicable local, state or federal law or regulation affecting the Company in any material respect, as determined by the Company and its Board of Directors. Notwithstanding the foregoing, to the extent that any of the events, actions or breaches set forth above are able to be remedied or cured by Employee, Cause shall not be deemed to exist (and thus the Company may not terminate Employee for Cause hereunder) unless Employee fails to remedy or cure such event, action or breach within twenty (20) days after being given written notice by the Company of such event, action or breach.

**4.3 Accrued Obligations.** In the event that Employee’s employment under this Agreement terminates during the Term for any reason, upon such termination, the Company will pay to Employee in a single lump sum payment, within thirty (30) days after the Termination Date, or such earlier date as may be required by applicable law, the aggregate amount of (i) any earned but unpaid annual salary, and (ii) unreimbursed business expenses incurred prior to the Termination Date that are reimbursable in accordance with Section 2.2 above (together, the “**Accrued Obligations**”).

**4.4 Effect of Termination by the Company without Cause.** Subject to and conditioned upon Employee’s execution of a general release in accordance with Section 4.6 below and non-revocation of such general release during any applicable revocation period, if Employee incurs a “separation from service” from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Code and Treasury Regulation Section 1.409A-1(h)) (a “**Separation from Service**”) during the Term due to a termination of Employee’s employment by the Company without Cause, Employee will be entitled to receive an amount in cash equal to twelve (12) months’ of Employee’s then-current annual salary (the “**Severance**”). The Company shall pay the Severance in substantially equal installments in accordance with the Company’s normal payroll practices during the period commencing on the Termination Date and ending on the twelve (12)-month anniversary thereof; provided, that no payments under this Section 4.4 shall be made prior to the first regularly scheduled payroll date of the Company to occur prior to the thirtieth (30<sup>th</sup>) day following the Termination Date (the “**First Payroll Date**”) and any amounts which otherwise would have been paid pursuant to this Section 4.4 prior to the First Payroll Date shall instead be paid on the First Payroll Date (without interest thereon).

**4.5 Other Terminations.** If Employee’s employment is terminated for any reason not described in Section 4.4 above (including, without limitation, due to a termination of Employee’s employment by the Company for Cause, by Employee for any reason or due to Employee’s death or disability), the Company will pay Employee only the Accrued Obligations within thirty (30) days after the Termination Date (or such earlier date as may be required under applicable law).

**4.6 Release.** In consideration of the Company’s willingness to enter into this Agreement and the payment of compensation for the Transition Services and, as applicable, the Severance, Employee agrees to execute and deliver, within twenty-one (21) days (or forty-five (45) days if necessary to comply with applicable law) following the Termination Date, a general release in the form attached as Exhibit A.

**4.7 Six-Month Delay.** Notwithstanding anything to the contrary in this Agreement, no compensation or benefits, including without limitation any Severance, shall be paid to Employee during the six (6)-month period following Employee's Separation from Service if the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Section 409A of the Code without resulting in a prohibited distribution, including as a result of Employee's death), the Company shall pay Employee a lump-sum amount equal to the cumulative amount that would have otherwise been payable to Employee during such period (without interest).

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

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

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

**5.2 Confidentiality and Non-Disclosure.** In consideration of the rights granted to Employee hereunder, Employee hereby agrees that during the Term of this Agreement and thereafter he will hold in confidence all information concerning the Company or its business, including, but not limited to contract terms, financial information, operating data, or business plans or models, whether for existing, new or

developing businesses, and any other proprietary information (hereinafter, collectively referred to as the “**Proprietary Information**”), whether communicated orally or in documentary or other tangible form. The parties to this Agreement recognize that the Company has invested considerable amounts of time and money in attaining and developing all of the information described above, and any unauthorized disclosure or release of such Proprietary Information in any form would irreparably harm the Company.

**SECTION 6.  
GENERAL PROVISIONS**

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

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

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

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

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

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

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

To Employee at:	Todd J Mullenger
To the Company at:	Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215 Attention: Chief Executive Officer Facsimile: (615) 213-3010

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

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

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

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

[Signature page follows]

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

**CORRECTIONS CORPORATION OF AMERICA**

By: /s/ Damon T. Hininger  
Name: Damon T. Hininger  
Title: President & Chief Executive Officer

**CCA OF TENNESSEE, LLC**

By: /s/ Damon T. Hininger  
Name: Damon T. Hininger  
Title: Chief Executive Officer

**EMPLOYEE**

/s/ Todd J Mullenger  
Todd J Mullenger

[Signature page to Mullenger Transition Agreement]

## FORM OF GENERAL RELEASE

This Release (this "**Release**"), dated as of \_\_\_\_\_, is made by and among Todd J Mullenger ("**Employee**"), Correction Corporation of America (the "**REIT**") and CCA of Tennessee, LLC ("**Employer**" and, together with the REIT, the "**Company**").

**WHEREAS**, the parties hereto entered into that certain Transition Agreement dated as of May 1, 2014 (the "**Agreement**");

**WHEREAS**, Employee's employment with the Company has been terminated upon the Expiration of the Agreement or in a manner described in Section 4.2 of the Agreement;

**WHEREAS**, pursuant to Section 4.6 of the Agreement, in consideration of the Company's willingness to enter into the Agreement and payment of any amounts thereunder, it is an obligation of Employee that he executes and delivers this Release.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Employee Release.** Employee, ON BEHALF OF HIMSELF, HIS SPOUSE, ATTORNEYS, HEIRS, EXECUTORS, ADMINISTRATORS, AGENTS, ASSIGNS AND ANY TRUSTS, PARTNERSHIPS AND OTHER ENTITIES UNDER HIS CONTROL (TOGETHER, THE "**EMPLOYEE PARTIES**"), HEREBY GENERALLY RELEASES AND FOREVER DISCHARGES the Company, its respective predecessors, successors and assigns and its respective past and present stockholders, members, directors, officers, employees, agents, representatives, principals, insurers and attorneys (together the "**Company Parties**") from any and all claims, demands, liabilities, suits, damages, losses, expenses, attorneys' fees, obligations or causes of action, KNOWN OR UNKNOWN, CONTINGENT OR NON-CONTINGENT of any kind and every nature whatsoever, and WHETHER OR NOT ACCRUED OR MATURED, which any of them have or may have, arising out of or relating to any transaction, dealing, relationship, conduct, act or omission, OR ANY OTHER MATTERS OR THINGS OCCURRING OR EXISTING AT ANY TIME PRIOR TO AND INCLUDING THE EXECUTION DATE OF THIS RELEASE (including, but not limited to, any claim against the Company Parties based on, relating to or arising under wrongful discharge, breach of contract (whether oral or written), tort, fraud (including fraudulent inducement into this Release), defamation, negligence, promissory estoppel, retaliatory discharge, Title VII of the Civil Rights Act of 1964, as amended, any other civil or human rights law, the Age Discrimination in Employment Act of 1967, Americans with Disabilities Act, Employee Retirement Income Security Act of 1974, as amended, or any other federal, state or local law relating to employment or discrimination in employment) arising out of or relating to Employee's employment by the Company or his services as an officer or employee of the Company or any of its subsidiaries, or otherwise relating to the termination of such employment or the Agreement (collectively, "**Claims**"); provided, however, such general release will not limit or release the Company Parties from their respective obligations (i) under any provisions of the Agreement that expressly survive termination of employment, (ii) to provide the Employee with any accrued or vested benefits the Employee may have, if any, under the Company's benefit plans and agreements, including without limitation the Company's equity incentive plans, (iii) under any director and officer indemnification agreements or as provided by law or the certificates of incorporation or by-laws (or like constitutive documents) of the Company or any of its subsidiaries or [(iv) insert at the time of termination a description of any other agreements with the Company that expressly survive Employee's termination]. Employee, ON BEHALF OF

HIMSELF AND THE EMPLOYEE PARTIES, hereby represents and warrants that no other person or entity has initiated or, to the extent within his control, will initiate any such proceeding on his or their behalf.

2. Non-Disparagement. Employee agrees that, for a period of eighteen (18) months following the date hereof, Employee shall not, in any communications with the press or other media or any customer, client or supplier of the Company or any of its subsidiaries, make any statement which disparages or is derogatory of the Company or any of its subsidiaries or any of their respective directors or senior officers; provided, however, that this Section 2 shall apply to Employee only for so long as the Company, its subsidiaries and their respective directors and senior officers refrain from making any such communication which disparages or is derogatory of Employee.
3. Acknowledgement of Waiver of Claims under ADEA. Employee acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 and that this waiver and release is knowing and voluntary. Employee acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. In accordance with the Older Workers Benefit Protection Act of 1990, Employee further acknowledges that (a) he has been advised that he should consult with an attorney prior to executing this Release, (b) he has been given twenty-one (21) days within which to consider this Release before executing it and (c) he has been given at least seven (7) days following the execution of this Release to revoke this Release and that this Release shall become effective upon the expiration of such revocation period.
4. Acknowledgment. The parties hereto acknowledge that they understand the terms of this Release and that they have executed this Release knowingly and voluntarily. Employee acknowledges that, in consideration for the covenants and releases contained herein, he has received the benefits and payments described in the Agreement, and that he would not have received such benefits and payments without the execution of this Release.
5. Severability. All provisions of this Release are intended to be severable. In the event any provision or restriction contained herein is held to be invalid or unenforceable in any respect, in whole or in part, such finding shall in no way affect the validity or enforceability of any other provision of this Release. The parties hereto further agree that any such invalid or unenforceable provision shall be deemed modified so that it shall be enforced to the greatest extent permissible under law, and to the extent that any court or arbitrator of competent jurisdiction determines any restriction herein to be unreasonable in any respect, such court or arbitrator may limit this Release to render it reasonable in the light of the circumstances in which it was entered into and specifically enforce this Release as limited.
6. Specific Performance. If a court of competent jurisdiction determines that Employee has breached or failed to perform any part of this Release, Employee agrees that the Company will be entitled to seek injunctive relief to enforce this Release.
7. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to principles of conflict of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, Employee has hereunto set his hands, as of the day and year first above written.

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Todd J Mullenger

Signature Page to Release



News Release

Contact: Karin Demler, Investor Relations, 615-263-3005  
Steve Owen, Media, 615-263-3107

**CCA ANNOUNCES DAVID GARFINKLE TO SUCCEED  
TODD MULLENGER AS CHIEF FINANCIAL OFFICER**

**NASHVILLE, TN — April 10, 2014 — CCA (NYSE: CXW)** (the “Company” or “Corrections Corporation of America”), America’s largest owner of partnership correctional and detention facilities, announced today that David Garfinkle, who currently serves as the Company’s Vice President of Finance and Controller, has been selected by the Board of Directors to succeed Todd Mullenger as the Company’s Chief Financial Officer effective May 1, 2014. Mullenger has decided to step down as CFO, but will remain with the Company for a two-year period to assist in the transition and to assist in various projects.

Commenting on the transition, Damon Hininger, the Company’s President and Chief Executive Officer said, “On behalf of the Board of Directors and management, we thank Todd for his contributions and service to our company as CFO over the last seven years and as Vice President of Treasury and Finance for the eight years prior serving as CFO. Among Todd’s many accomplishments during his tenure at CCA, is his development of a great finance and accounting team with the leadership and resources to continue his efforts. Todd was instrumental in leading our successful conversion to a REIT and strengthening our balance sheet. We are grateful for all of Todd’s efforts and look forward to his continued contributions as Special Assistant to the CEO.”

Hininger continued, “Dave Garfinkle has both the knowledge and the financial expertise to succeed Todd. He is a strong, ethical leader, and I admire the way he incorporates our CCA Way values into his daily leadership style. In his thirteen years with CCA, Dave has been exposed to all aspects of the organization and brings a wealth of institutional knowledge to the role. We look forward to his leadership as Chief Financial Officer.”

Mullenger added, “My decision to step down as CFO was not easy, as I believe the Company has a great future. There comes a time, however, when personal interests and the flexibility to spend more time with family need to be a priority, resulting in my decision. I have worked closely with Dave on a variety of transactions and initiatives over the past thirteen years. Dave was instrumental in assisting with the REIT conversion and I have the utmost confidence in his ability to take over my role as CFO.”

Garfinkle, 46, is a CPA, and graduated summa cum laude with a bachelor of business administration degree from St. Bonaventure University. Garfinkle joined CCA as Vice

10 Burton Hills Boulevard, Nashville, Tennessee 37215, Phone: 615-263-3000

President, Finance in February 2001. From 1996 to 2001, Garfinkle served as Vice President and Controller for Bradley Real Estate, Inc., a publicly traded, \$1 billion real estate investment trust located in Chicago, Illinois. Prior to joining Bradley Real Estate, Garfinkle was a Senior Manager at KPMG Peat Marwick, LLP in Boston, Massachusetts for seven years.

#### **ABOUT CCA**

CCA, a publicly traded real estate investment trust (REIT), is the nation's largest owner of partnership correction and detention facilities and one of the largest prison operators in the United States, behind only the federal government and three states. We currently own or control 52 correctional and detention facilities and manage 13 additional facilities owned by our government partners, with a total design capacity of approximately 86,500 beds in 20 states and the District of Columbia. CCA specializes in owning, operating and managing prisons and other correctional facilities and providing inmate residential, community re-entry and prisoner transportation services for governmental agencies. In addition to providing the fundamental residential services relating to inmates, our facilities offer a variety of rehabilitation and educational programs, including basic education, religious services, life skills and employment training and substance abuse treatment.

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

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Page 2