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

FORM 8-K

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

Date of Report (Date of earliest event reported): May 20, 2009 (May 14, 2009)

Corrections Corporation of America

(Exact name of registrant as specified in its charter)

Maryland	001-16109	62-1763875
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

10 Burton Hills Boulevard, Nashville, Tennessee 37215
(Address of principal executive offices) (Zip Code)

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

Not Applicable
(Former name or former address, if changed since last report)

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

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry Into a Material Definitive Agreement.

Entry Into Supplement and Supplemental Indentures

On May 14, 2009, Corrections Corporation of America, a Maryland corporation (the "Company"), certain of its subsidiaries and U.S. Bank National Association, as trustee, entered into each of the following in order to add a recently-formed subsidiary of the Company, CCA Health Services, LLC, a Tennessee limited liability company, as a guarantor of certain obligations under the indentures governing the terms of the Company's outstanding senior notes: (i) a First Supplement, dated as of May 14, 2009, to the First Supplemental Indenture, dated as of January 23, 2006, by and among the Company, certain of its subsidiaries and U.S. Bank National Association, as trustee; (ii) a First Supplemental Indenture, dated as of May 14, 2009, by and among the Company, certain of its subsidiaries and U.S. Bank National Association, as trustee; and (iii) a Third Supplemental Indenture, dated as of May 14, 2009, by and among the Company, certain of its subsidiaries and U.S. Bank National Association, as trustee (collectively, the "Supplements"). The foregoing description does not purport to be complete and is qualified in its entirety by reference to the Supplements, which are attached hereto as Exhibit 4.1, Exhibit 4.2 and Exhibit 4.3, respectively and are incorporated herein by reference.

Entry into Underwriting Agreement

On May 19, 2009, the Company entered into an Underwriting Agreement (the "Underwriting Agreement") with the several underwriters named therein, for which J.P. Morgan Securities Inc., Banc of America Securities LLC and Wachovia Capital Markets, LLC acted as representatives, for the issuance and sale by the Company of $465,000,000 aggregate principal amount of its 7 3/4% Senior Notes due 2017 (the "New Notes"). The Underwriting Agreement contains customary representations, warranties and agreements of the Company and customary conditions to closing, indemnification rights and obligations of the parties and termination provisions. The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Underwriting Agreement, which is attached hereto as Exhibit 1.1 and is incorporated herein by reference.

The New Notes were registered with the Securities and Exchange Commission (the "Commission") under an automatically effective shelf registration statement (the "Registration Statement") on Form S-3 (333-159329) that was filed with the Commission on May 19, 2009. In connection with the public offering of the New Notes, the Company has also filed with the Commission a Prospectus and a related Prospectus Supplement, each dated May 19, 2009.

The New Notes will be issued pursuant to the provisions of a base indenture, dated as of January 23, 2006 (the "Base Indenture"), among the Company, certain of its subsidiaries (the "Guarantors") and U.S. Bank National Association, as trustee (the "Trustee"). The Base Indenture was filed with the Commission as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the Commission on January 24, 2006, and is incorporated herein by reference.

The New Notes will be unsecured senior obligations of the Company, rank equally in right of payment with the Company's existing and future unsecured senior debt and rank senior in right of payment to all of the Company's existing and future subordinated debt. The New Notes will be effectively subordinated to the Company's senior secured debt to the extent of the value of the assets securing such indebtedness. The New Notes will be guaranteed on a senior secured basis by the Guarantors.

The New Notes will be issued at a public offering price of 97.116%, resulting in a yield to maturity of 8.25%. Interest on the New Notes is payable semi-annually on June 1 and December 1 of each year, commencing on December 1, 2009, and ending on the maturity date of June 1, 2017. At any time prior to June 1, 2012, the Company may redeem up to 35% of the aggregate principal amount of New Notes using net cash proceeds of certain equity offerings provided that at least 65% of the aggregate principal amount of the New Notes remains outstanding after such redemption. Beginning on June 1, 2013, the Company may redeem all or a part of the New Notes upon not less than 30 nor more than 60 days' notice. The redemption price for such a redemption (expressed as percentages of principal amount) is set forth below, plus accrued and unpaid interest, if any, if redeemed during the twelve-month period beginning on June 1 of the years indicated below:

Year	Percentage
2013	103.875%
2014	101.938%
2015 and thereafter	100.0000%

The Company plans to use the net proceeds of the offering of the New Notes along with cash on hand to purchase, redeem or otherwise acquire all of the Company's $450.0 million aggregate principal amount outstanding 7 1/2% Senior Notes due 2011 (the "2011 Notes"), and to pay accrued interest and associated fees and expenses.

Entry into Credit Agreement Amendment

On May 19, 2009, the Company entered into a certain Amendment No. 1 to Credit Agreement (the "Amendment"), which amends certain of the negative covenants contained in the Company's Credit Agreement dated December 21, 2007 as more particularly set forth in the Amendment, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

The Company expects to incur a pre-tax one-time charge related to the sale of the New Notes and tender offer for all of its 2011 Notes of approximately $4.1 million as a result of the write-off of unamortized debt issuance costs associated with the early retirement of the 2011 Notes, net of debt premium, as well as fees and expenses associated with the completion of the tender offer for all of the 2011 Notes. Including the amortization of debt issuance costs and the initial issuance discount, the Company estimates the effective interest rate on the New Notes to be approximately 8.5% compared to 7.8% on the 2011 Notes. The foregoing impact of these transactions was not incorporated into the 2009 earnings guidance provided by the Company in its press release on May 7, 2009.

The information furnished pursuant to this Item 7.01 of Form 8-K shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and Section 11 of the Securities Act of 1933, as amended, or otherwise subject to the liabilities of those sections. This Current Report will not be deemed an admission by the Company as to the materiality of any information in this report that is required to be disclosed solely by Item 7.01. The Company does not undertake a duty to update the information in this Current Report.

Item 8.01. Other Events.

On May 19, 2009, the Company issued a press release announcing the pricing of its public offering of the New Notes. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

On May 19, 2009, the Company commenced a cash tender offer for any and all of its 2011 Notes. In conjunction with the tender offer, the Company is soliciting consents from holders of the 2011 Notes to effect certain proposed amendments to the indenture governing the 2011 Notes. The tender offer and the

consent solicitation (the "Offer") are being made pursuant to an Offer to Purchase and Consent Solicitation Statement and a related Consent and Letter of Transmittal, each dated as of May 19, 2009. The Offer will expire at 11:59 p.m., New York City time, on June 16, 2009, unless extended or earlier terminated (the "Expiration Date").

Holders who validly tender their 2011 Notes and provide their consents to the proposed amendments to the indenture governing the 2011 Notes prior to the consent payment deadline of 5:00 p.m., New York City time, on June 2, 2009, unless extended (the "Consent Date"), shall receive the total consideration equal to $1,001.25 per $1,000 principal amount of the 2011 Notes, which includes a consent payment of $1.25 per $1,000 principal amount of the 2011 Notes, plus any accrued and unpaid interest on the 2011 Notes up to, but not including, the payment date.

Holders who validly tender their 2011 Notes and provide their consents to the proposed amendments to the indenture governing the 2011 Notes after the Consent Date but on or prior to the Expiration Date shall receive the tender offer consideration equal to $1,000 per $1,000 principal amount of the 2011 Notes, plus any accrued and unpaid interest on the 2011 Notes up to, but not including, the payment date for such 2011 Notes. Holders of 2011 Notes who tender after the Consent Date will not receive a consent payment.

Upon receipt of the consent of the holders of a majority in aggregate principal amount of the outstanding 2011 Notes, the Company will execute a supplemental indenture effecting the proposed amendments. Except in certain circumstances, 2011 Notes tendered and consents delivered may not be withdrawn or revoked after execution of the supplemental indenture.

The Offer is subject to customary conditions, including, among other things, a requisite consent condition and a financing condition.

On May 19, 2009, the Company issued a press release announcing the commencement of the Offer. A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

1.1	Underwriting Agreement, dated as of May 19, 2009, by and among the Company, the guarantors listed therein, J.P. Morgan Securities Inc., Bank of America Securities LLC and Wachovia Capital Markets, LLC, as representatives of the several underwriters listed therein, relating to the Company's 7 3/4% Senior Notes due 2017.
4.1	First Supplement, dated as of May 14, 2009, to the First Supplemental Indenture, dated as of January 23, 2006, by and among the Company, certain of its subsidiaries and U.S. Bank National Association, as trustee.
4.2	First Supplemental Indenture, dated as of May 14, 2009, by and among the Company, certain of its subsidiaries and U.S. Bank National Association, as trustee.
4.3	Third Supplemental Indenture, dated as of May 14, 2009, by and among the Company, certain of its subsidiaries and U.S. Bank National Association, as trustee.
10.1	Amendment No. 1 to Credit Agreement, dated as of May 19, 2009, by and among the Company, Bank of America, N.A., as administrative agent, and each of the lenders signatory thereto.
99.1	Press Release dated May 19, 2009 Announcing Pricing of Senior Notes.
99.2	Press Release dated May 19, 2009 Announcing Tender Offer.

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: May 20, 2009

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Todd J Mullenger
Todd J Mullenger
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

No.	Exhibit
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Exhibit 1.1

CORRECTIONS CORPORATION OF AMERICA

$465,000,000

7¾% SENIOR NOTES DUE 2017

UNDERWRITING AGREEMENT

May 19, 2009

J.P. MORGAN SECURITIES INC.

BANC OF AMERICA SECURITIES LLC

WACHOVIA CAPITAL MARKETS, LLC

UNDERWRITING AGREEMENT

May 19, 2009

J.P. MORGAN SECURITIES INC.
BANC OF AMERICA SECURITIES LLC
WACHOVIA CAPITAL MARKETS, LLC
As Representatives of the several Underwriters
c/o J.P. MORGAN SECURITIES INC.
270 Park Avenue, 5th Floor
New York, NY 10017

Ladies and Gentlemen:

Introductory. Corrections Corporation of America, a Maryland corporation (the "Company"), proposes to issue and sell to the several underwriters named in Schedule A (the "Underwriters") an aggregate of $465,000,000 in principal amount of its 7¾% Senior Notes due 2017 (the "Notes"), subject to the terms and conditions set forth in this Underwriting Agreement (this "Agreement"). J.P. Morgan Securities Inc. ("J.P. Morgan"), Banc of America Securities LLC and Wachovia Capital Markets, LLC have agreed to act as representatives of the several Underwriters (in such capacity, the "Representatives") in connection with the offering and sale of the Notes. The Notes will be guaranteed (collectively, the "Guarantees") by each of the subsidiary guarantors named in Schedule B (the "Notes Guarantors"). The Notes and the Guarantees are collectively referred to herein as the "Securities." The Securities are to be issued pursuant to the provisions of a base indenture dated as of January 23, 2006 (the "Base Indenture") among the Company, the Notes Guarantors and U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented by a second supplemental indenture to be dated as of June 3, 2009. The Base Indenture, as supplemented by the second supplemental indenture, is referred to herein as the "Indenture."

In connection with the issuance of the Notes, the Company will commence a cash tender offer (the "Tender Offer") for any and all of the Company's outstanding 7.5% Senior Notes due 2011 (the "2011 Notes") upon the terms and subject to the conditions set forth in that certain Offer to Purchase and Consent Solicitation Statement to be dated as of May 19, 2009 (the "Offer to Purchase and Consent Solicitation Statement"), including all information incorporated by reference therein and exhibits, appendices and attachments thereto, as amended, modified or supplemented from time to time. The net proceeds from the sale of the Securities will be used to fund the Tender Offer and pay related fees and expenses.

In addition, on or before the Closing Date (as hereinafter defined), the Company will enter into an amendment (the "Credit Agreement Amendment") to that certain Credit Agreement (the "Credit Agreement") dated as of December 21, 2007 by and among the Company, Bank of America, N.A., as administrative agent, and the other lenders party thereto, which amendment will, among other things, permit the issuance of the Notes by the Company and the issuance of the Guarantees by the Notes Guarantors.

SECTION 1. Representations and Warranties of the Company and the Notes Guarantors.

The Company and each Notes Guarantor hereby, jointly and severally, represent, warrant and covenant to each Underwriter as follows:

(a) The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") an automatic shelf registration statement on Form S-3 (Registration No. 333- 159329), which contains a base prospectus (the "Base Prospectus"), to be used in connection with the public offering and sale of the Securities. Such registration statement, as amended, including the financial statements, exhibits and schedules thereto, at the time it became effective for purposes of Section 11 of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the "Securities Act"), including any required information deemed to be a part thereof at the time of effectiveness pursuant to Rule 430A, 430B and 430C (the "Rule 430 Information") under the Securities Act is called the "Registration Statement." Any preliminary prospectus supplement to the Base Prospectus that describes the Securities and the offering thereof that omits Rule 430 Information and is used prior to filing of the final prospectus relating to the Securities and the offering thereof is called, together with the Base Prospectus, a "preliminary prospectus." The term "Prospectus" shall mean the prospectus in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Securities after the date and time that this Agreement is executed and delivered by the parties hereto (the "Execution Time"). If the Company has filed an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference herein to the term "Registration Statement" shall be deemed to include such Rule 462 Registration Statement. Any reference herein to the Registration Statement, any preliminary prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act as of the effective date of the Registration Statement or the date of such preliminary prospectus or the Prospectus, as the case may be, and any reference to amend, amendment or supplement to the Registration Statement, any preliminary prospectus or the Prospectus shall be deemed to refer to and include any documents filed after the date of such Registration Statement, preliminary prospectus or Prospectus, as the case may be, under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "Exchange Act"), that are deemed incorporated by reference in such Registration Statement, preliminary prospectus or Prospectus, as the case may be.

(b) Compliance with Registration Requirements. The Registration Statement became effective upon filing with the Commission under the Securities Act. No stop order suspending the effectiveness of the Registration Statement is in effect and no proceedings for such purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering have been instituted, are pending or, to the knowledge of the Company, are threatened by the Commission. No stop order preventing or suspending the use of any preliminary prospectus has been issued by the Commission.

Each preliminary prospectus and the Prospectus when filed complied or will comply in all material respects with the Securities Act and, if filed by electronic transmission pursuant to the Interactive Data Electronic Applications ("IDEA") (except for format and other

variations and except as may be permitted by Regulation S-T under the Securities Act), was or will be identical to the copy thereof delivered to the Underwriters for use in connection with the offer and sale of the Securities. Each preliminary prospectus, at the time of filing thereof, did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective and at the date hereof, complied and will comply in all material respects with the Securities Act and the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission thereunder (collectively, the "TIA"), and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading. The Prospectus, as amended or supplemented, as of its date, at the time of any filing pursuant to Rule 424(b) under the Securities Act and at the Closing Date (as defined herein), did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The representations and warranties set forth in the three immediately preceding sentences do not apply to (i) that part of the Registration Statement which constitutes the Statement of Eligibility and Qualification ("Form T-1") of the Trustee under the TIA or (ii) statements in or omissions from the Registration Statement or any post-effective amendment thereto, any preliminary prospectus or the Prospectus, or any amendments or supplements thereto, made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing through the Representatives by or on behalf of any Underwriter specifically for use therein, it being understood and agreed that the only such information furnished by the Representatives consists of the information described as such in Section 7(b) hereof. There is no material contract or other material document required to be described in the Prospectus or to be filed as an exhibit to the Registration Statement by the Securities Act that has not been described or filed as required or incorporated therein by reference as permitted by the Securities Act.

The documents incorporated by reference in the Registration Statement, the Prospectus and the Disclosure Package (as defined below), when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable; none of such documents incorporated by reference in the Registration Statement contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and none of such documents incorporated by reference in the Prospectus and the Disclosure Package contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Any further documents so filed and incorporated by reference in the Registration Statement, the Prospectus or the Disclosure Package, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable; none of such documents incorporated by reference in the Registration Statement will contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and none of such documents incorporated by reference in the Prospectus and the Disclosure Package will contain any untrue statement of a material fact or omit to

state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) Company is Well-Known Seasoned Issuer. (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Securities Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) of the Securities Act) made any offer relating to the Securities in reliance on the exemption of Rule 163 of the Securities Act, and (iv) at the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Company was and is a "well-known seasoned issuer" as defined in Rule 405 of the Securities Act. The Registration Statement is an "automatic shelf registration statement" (as defined in Rule 405 of the Securities Ac), which was filed with the Commission not earlier than three years prior to the date hereof, and the Company has not received from the Commission any notice pursuant to Rule 401(g)(2) of the Securities Act objecting to use of the automatic shelf registration statement form and the Company is eligible to use Form S-3 as the form for the Registration Statement.

(d) Disclosure Package. The term "Disclosure Package" shall mean (i) the Base Prospectus as supplemented by the preliminary prospectus supplement dated May 19, 2009, relating to the Securities and the offering thereof and filed by the Company with the Commission under Rule 424(b) of the Securities Act on such date, (ii) the "free writing prospectuses" (as defined in Rule 405 of the Securities Act), if any, identified in Schedule C hereto (iii) any other "free writing prospectus" (as defined pursuant to Rule 405 of the Securities Act) that the parties hereto shall hereafter mutually expressly agree in writing to treat as part of the Disclosure Package and (iv) the Final Term Sheet (as defined herein), which also shall be identified in Schedule C hereto. As of 4:45 pm (Eastern time) on the date of this Agreement (the "Applicable Time"), the Disclosure Package did not, and at the Closing Date, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 7(b) hereof. No statement of material fact included in the Prospectus has been omitted from the Disclosure Package and no statement of material fact included in the Disclosure Package that is required to be included in the Prospectus has been omitted therefrom.

(e) Company Not Ineligible Issuer. (i) At the earliest time after the filing of the Registration Statement covering the offering of the Securities that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the Securities Act) and (ii) as of the date of the execution and delivery of this Agreement (with such date being used as the determination date for purposes of this clause (ii)), the Company was not and is not an Ineligible Issuer (as defined in Rule 405 of the Securities Act), without taking account of

any determination by the Commission pursuant to Rule 405 of the Securities Act that it is not necessary under the circumstances that the Company be considered an Ineligible Issuer;

(f) Issuer Free Writing Prospectuses. The Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not used, authorized, approved or referred to and will not use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clauses (i), (ii) and (iii) below) an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act, (ii) the preliminary prospectus, (iii) the Prospectus, (iv) the documents listed on Schedule C hereto as constituting the Disclosure Package and (v) any electronic road show or other written communications, in each case, approved in writing in advance by the Representatives. Neither any Issuer Free Writing Prospectus nor the Final Term Sheet, as of its respective issue date and at all subsequent times through the completion of the offering of the Securities or until any earlier date that the Company notified or notifies the Representatives as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with (within the meaning of Rule 433(c) of the Securities Act) the information contained or incorporated by reference in the Registration Statement that has not been superseded or modified. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, the Company has promptly notified or will promptly notify the Representatives and has promptly amended or will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict. Each such Issuer Free Writing Prospectus complied in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and, when taken together with the preliminary prospectus accompanying, or delivered prior to delivery of, such Issuer Free Writing Prospectus, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The foregoing three sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(g) Accuracy of Statements in Prospectus. The statements in each of the Disclosure Package and the Prospectus (or the documents incorporated by reference therein) under the headings "Risk factors — We are subject to legal proceedings associated with owning and managing correctional detention facilities," "Description of notes," "Certain U.S. federal income tax considerations" and "ERISA considerations," and insofar as such statements purport to describe the provisions of laws, agreements, documents and proceedings referred to therein, are accurate in all material respects.

(h) [Reserved].

(i) Company and Subsidiaries Not an "Investment Company". Neither the Company nor any of its subsidiaries is, or after giving effect to the offering and sale of the Securities and upon application of the net proceeds therefrom as described under the caption "Use of Proceeds" in each of the preliminary prospectus and the Prospectus will be, an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act").

(j) Reporting Company. The Company is subject to Section 13 or 15(d) of the Exchange Act.

(k) Market and Customer Data. The market-related and customer-related data and estimates included under the caption "Summary" in each of the Disclosure Package and the Prospectus are based on or derived from sources which the Company and the Notes Guarantors believe to be reliable and accurate in all material respects.

(l) Incorporation and Good Standing of the Company and its Subsidiaries. The Company and each of its subsidiaries have been duly organized and are validly existing as corporations, limited liability companies or limited partnerships in good standing under the laws of their respective jurisdictions of organization, are duly qualified to do business and are in good standing as foreign corporations, limited liability companies or limited partnerships in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, except as would not, individually or in the aggregate, have a material adverse effect on the consolidated financial position, stockholders' equity, results of operations, business or prospects of the Company and its subsidiaries, taken as a whole or on the performance by the Company and the Notes Guarantors of their obligations under the Securities (a "Material Adverse Effect"), and have all corporate, limited liability company or limited partnership power and authority, as applicable, necessary to own or hold their respective properties and to conduct the businesses in which they are presently engaged and none of the subsidiaries of the Company (other than CCA of Tennessee, LLC., Prison Realty Management, Inc., CCA Properties of America LLC, CCA Western Properties, Inc., CCA Properties of Arizona LLC, CCA Properties of Tennessee LLC, CCA International, Inc., Technical and Business Institutes of America, Inc., TransCor America, LLC, TransCor Puerto Rico, Inc., CCA (UK) Ltd. and CCA Health Services LLC (collectively, the "Significant Subsidiaries")) is a "significant subsidiary," as such term is defined in Rule 405 of the Securities Act.

(m) Capitalization and Other Capital Stock Matters. The Company has an authorized capitalization as set forth in each of the Disclosure Package and the Prospectus and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and conform to the description thereof contained in each of the Disclosure Package and the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims except as set forth in each of the Disclosure Package and the Prospectus.

(n) The Indenture — Validity. The Company and each Notes Guarantor has all requisite corporate, limited liability company or limited partnership power and authority to

enter into the Indenture. The Indenture has been duly and validly authorized by the Company and each Notes Guarantor and, upon its execution and delivery and, assuming due authorization, execution and delivery by the Trustee, will constitute the valid and binding agreement of the Company and each Notes Guarantor, enforceable against the Company and each Notes Guarantor in accordance with its terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles. The Indenture has been duly qualified under the TIA and the rules and regulations of the Commission applicable to an indenture that is qualified thereunder.

(o) The Indenture — Description. The Indenture will conform to the description thereof in the Disclosure Package and the Prospectus in all material respects.

(p) The Notes — Validity. The Company has all requisite corporate power and authority to issue and sell the Notes. The Notes have been duly and validly authorized by the Company and, when duly executed by the Company in accordance with the terms of the Indenture, assuming due authentication of the Notes by the Trustee, upon delivery to the Underwriters against payment therefor in accordance with the terms of this Agreement, will be validly issued and delivered, and will constitute valid and binding obligations of the Company entitled to the benefits of the Indenture, enforceable against the Company in accordance with their terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles.

(q) The Notes — Description. The Notes will conform to the description thereof in the Disclosure Package and the Prospectus in all material respects.

(r) The Guarantees — Validity. Each Notes Guarantor has all requisite corporate, limited liability company or limited partnership power and authority to issue the Guarantees. The Guarantees have been duly and validly authorized by each Notes Guarantor and when duly executed and delivered by each Notes Guarantor in accordance with the terms of the Indenture and upon the due execution, authentication and delivery of the Notes in accordance with the Indenture and the issuance of the Notes in the sale to the Underwriters contemplated by this Agreement, will constitute valid and binding obligations of each Notes Guarantor, enforceable against each Notes Guarantor in accordance with their terms, except as such enforceability of the Notes Guarantors' obligations thereunder may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles.

(s) The Guarantees — Description. The Guarantees will conform to the description thereof in the Disclosure Package and the Prospectus in all material respects.

(t) The Underwriting Agreement. The Company and each Notes Guarantor has all requisite corporate, limited liability company or limited partnership power and authority to enter into this Agreement. This Agreement has been duly authorized, executed and delivered by the Company and the Notes Guarantors.

(u) Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required. Neither the Company nor any of its subsidiaries (i) is in violation of its charter or by-laws or similar organizational documents, (ii) is in default and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject or (iii) except as described in the Disclosure Package and the Prospectus, is in violation of any law, ordinance, governmental rule, regulation or court decree to which it or its property or assets may be subject or has failed to obtain any material license, permit, certificate, franchise or other governmental authorization or permit necessary to the ownership of its property or to the conduct of its business, except, with regard to (ii) and (iii) of this paragraph, for such defaults, violations or failures that would not reasonably be expected to have a Material Adverse Effect. The issuance and sale of the Notes, the issuance of the Guarantees and the execution, delivery and performance of this Agreement, the Indenture, the Notes, the Guarantees, and compliance with all of the provisions of, this Agreement, the Notes, the Guarantees and the Indenture, by the Company and each of the Notes Guarantors, as applicable, and the consummation of the transactions contemplated hereby and thereby and the use of the net proceeds from the sale of the Notes as described in the Disclosure Package and the Prospectus (i) will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company, or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, except where such conflict, breach, violation or default would not have a Material Adverse Effect, assuming that the Company enters into the Credit Agreement Amendment and obtains the requisite consents from the holders of the 2011 Notes as described in the Offer to Purchase and Consent Solicitation Statement, (ii) result in any violation of the provisions of the charter or by-laws of the Company or any of its subsidiaries or (iii) result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties or assets, except where such conflict, breach, violation or default would not have a Material Adverse Effect. Except for the registration of the Securities under the Securities Act, no consent, approval, authorization or order of, or filing, registration or qualification with any such court or governmental agency or body is required for the issue and sale of the Notes and the issuance of the Guarantees or the consummation by the Company and the Notes Guarantors of the transactions contemplated by this Agreement or the Indenture, except where the failure to receive the required consent, approval, authorization, order, filing, registration or qualification (other than as may be required under the federal securities laws) would not have a Material Adverse Effect and such consents, approvals, authorizations, orders, filings, registrations or qualifications as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Notes by the Underwriters.

(v) No Applicable Registration or Similar Rights. There are no contracts, agreements or understanding between the Company, any subsidiary of the Company and any person granting such person the right (other than rights that have been waived or satisfied) to require the Company or any subsidiary to file a registration statement under the Securities Act with respect to any securities of the Company or such subsidiary owned or to be owned by such per-

son or to require the Company or such subsidiary to have such securities registered for sale under the Registration Statement or included in the offering contemplated by this Agreement.

(w) No Loss or Change. To our knowledge after reasonable investigation, neither the Company, the Notes Guarantors nor any of their respective subsidiaries has sustained, since the date of the latest audited financial statements included or incorporated by reference in the Disclosure Package and the Prospectus, any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, in each case otherwise than as set forth or contemplated in the Disclosure Package and the Prospectus and except where such loss or interference would not have a Material Adverse Effect; and since such date, there has not been any change in the capitalization or long-term debt of the Company, the Notes Guarantors or any of their respective subsidiaries or any development in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company, the Notes Guarantors or their respective subsidiaries, otherwise than as set forth or contemplated in the Disclosure Package and the Prospectus or as would not have a Material Adverse Effect.

(x) Financial Information. The historical consolidated financial statements (including the related notes and supporting schedules) included or incorporated by reference in the Prospectus and the Disclosure Package comply in all material respects with the requirements of the Exchange Act and Regulation S-X under the Securities Act applicable to registration statements on Form S-3 under the Securities Act, as applicable, and present fairly, in all material respects, the consolidated financial condition and results of operations of the entities purported to be shown thereby at the dates and for the periods indicated and have been prepared in all material respects in conformity with U.S. generally accepted accounting principles applied on a consistent basis throughout the periods presented.

(y) Independent Public Accountants. Ernst & Young LLP, who have expressed their opinion with respect to the financial statements (which term as used in this Agreement includes the related notes thereto) filed with the Commission as a part of the Registration Statement and included in the Disclosure Package and the Prospectus, are independent public accountants with respect to the Company as required by the Securities Act and the Exchange Act and the rules of the Public Company Accounting Oversight Board.

(z) Title to Properties. Except as otherwise disclosed in the Disclosure Package and the Prospectus, the Company and each of its subsidiaries has good and valid title in fee simple to all real property and good and valid title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not materially interfere with the use made of such property by the Company and each of its subsidiaries; and all real property and buildings held under lease by the Company and each of its subsidiaries are held by them under valid, subsisting and enforceable leases, with such exceptions as are not material and do not interfere with the use made of such property and buildings by the Company and its subsidiaries.

(aa) Insurance. To their knowledge after reasonable investigation, the Company and each of its subsidiaries carry, or are covered by, insurance in such amounts and covering such risks as is adequate for the conduct of their respective businesses and the value of their re-

spective properties and as is customary for companies engaged in similar businesses in similar industries.

(bb) Intellectual Property Rights. The Company and each of its subsidiaries own or possess adequate rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights and licenses necessary for the conduct of their respective businesses except where the failure to own or possess such rights would not result in a Material Adverse Effect, and have no knowledge after reasonable investigation that the conduct of their respective businesses will conflict with, and have not received any notice of any claim of conflict with, any such rights of others, which individually or in the aggregate, would result in a Material Adverse Effect.

(cc) No Material Actions or Proceedings. Except as otherwise disclosed in the Disclosure Package and the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would reasonably be expected to have a Material Adverse Effect; and, except as otherwise disclosed in the Disclosure Package and the Prospectus, to the Company's and each subsidiary's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(dd) Annual Report. There are no contracts or other documents that as of the filing date of the annual report on Form 10-K would be required to be filed as exhibits to a Company registration statement pursuant to Item 601 of Regulation S-K that have not been so filed as of February 25, 2009.

(ee) Labor Matters. No labor disturbance by the employees of the Company or any subsidiary exists or, to the knowledge of the Company or any subsidiary, is imminent which could reasonably be expected to have a Material Adverse Effect.

(ff) ERISA Compliance. The Company is in compliance in all material respects with all presently applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder ("ERISA"); no "reportable event" (as defined in ERISA) has occurred with respect to any "pension plan" (as defined in ERISA) for which the Company or any subsidiary would have any liability; neither the Company nor any subsidiary has incurred or expects to incur liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "pension plan" or (ii) Sections 412 or 4971 of the Internal Revenue Code of 1986, as amended, including the regulations and published interpretations thereunder (the "Code"); and each "pension plan" of the Company or any subsidiary that is intended to be qualified under Section 401(a) of the Code is so qualified in all material respects and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification, except for such action or failure which would not result in a Material Adverse Effect.

(gg) List of Plans. Set forth on Exhibit C hereto is a list of each employee pension or benefit plan with respect to which the Company or any corporation considered an af-

filiate of the Company within the meaning of Section 407(d)(7) of ERISA is a party in interest or disqualified person.

(hh) Tax Law Compliance. Except as described in the Disclosure Package and the Prospectus, the Company and each of its subsidiaries has filed all federal, state and local income and franchise tax returns required to be filed (subject to extensions of time for the proper filing of such returns) through the date hereof and has paid all taxes as set forth in such returns, and no tax deficiency has been determined adversely to the Company, or any of its subsidiaries (nor does the Company or any of its subsidiaries have any knowledge of any tax deficiency) which, if determined adversely to the Company or any of its subsidiaries, might reasonably be expected to have a Material Adverse Effect.

(ii) Issuance of Securities, Material Transactions and Dividends. Since the date as of which information is given in the Disclosure Package through the date hereof, and except as may otherwise be disclosed in the Disclosure Package, neither the Company nor any Notes Guarantor has (i) issued or granted any securities not otherwise in the ordinary course of business, (ii) incurred any material liability or obligation, direct or contingent, other than liabilities and obligations which were incurred in the ordinary course of business, (iii) entered into any material transaction not in the ordinary course of business or (iv) declared or paid any dividend on its capital stock not otherwise in the ordinary course of business.

(jj) Books and Records; Accounting Controls and Procedures. The Company and each of its subsidiaries (i) makes and keeps accurate books and records and (ii) maintains systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply in all material respects with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, including, but not limited to internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(kk) No Unlawful Contributions or Other Payments. To the knowledge of the Company after reasonable investigation, neither the Company nor any of its subsidiaries, nor any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of its subsidiaries, has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(ll) Internal Disclosure Controls and Procedures. The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule l3a-15 under the Exchange Act), which (i) are designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure; (ii) have been evaluated for effectiveness as required by Rule 13a-15 of the Exchange Act as of a date within 90 days prior to the filing of the Company's most recent annual or quarterly report filed with the Commission; and (iii) are effective in all material respects to perform the functions for which they were established.

(mm) No Material Weakness in Internal Controls. Based on the evaluation of its disclosure controls and procedures and its internal controls over financial reporting, the Company is not aware of (i) any significant deficiency in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize and report financial data or any material weaknesses in internal controls, except as disclosed in the Disclosure Package and the Prospectus; or (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls.

(nn) No Significant Changes in Internal Controls. Since the date of the most recent evaluation of such disclosure controls and procedures and its internal controls over financial reporting, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(oo) Sarbanes-Oxley Compliance. The Company and, to the knowledge of the Company, its officers and its directors are in compliance in all material respects with applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith that are effective as of the date hereof.

(pp) Compliance with Environmental Laws. There has been no storage, disposal, generation, manufacture, refinement, transportation, handling or treatment of toxic wastes, medical wastes, hazardous wastes or hazardous substances by the Company or any of its subsidiaries (or, to the knowledge of the Company or any of its subsidiaries or any of their predecessors in interest) upon or from any of the property now or previously owned or leased by the Company or any of its subsidiaries in violation of any applicable law, ordinance, rule, regulation, order, judgment, decree or permit or which would require remedial action under any applicable law, ordinance, rule, regulation, order, judgment, decree or permit, except for any violation or remedial action which would not have, or could not be reasonably likely to have, singularly or in the aggregate with all such violations and remedial actions, a Material Adverse Effect; there has been no material spill, discharge, leak, emission, injection, escape, dumping or release of any kind onto such property or into the environment surrounding such property of any toxic wastes, medical wastes, solid wastes, hazardous wastes or hazardous substances due to or caused by the Company or any of its subsidiaries or with respect to which the Company or any of its subsidiaries have knowledge, except for any such spill, discharge, leak, emission, injection, escape, dumping or release which would not have or would not be reasonably likely to have, singularly or in

the aggregate with all such spills, discharges, leaks, emissions, injections, escapes, dumpings and releases, a Material Adverse Effect; and the terms "hazardous wastes," "toxic wastes," "hazardous substances" and "medical wastes" shall have the meanings specified in any applicable local, state, federal and foreign laws or regulations with respect to environmental protection.

(qq) No Price Stabilization or Manipulation. Neither the Company nor any of its subsidiaries nor any of their respective affiliates has taken any action which is designed to or which has constituted stabilization or manipulation of the price of any security of the Company, the Notes Guarantors or any of their respective subsidiaries to facilitate the sale or resale of the Securities.

(rr) No Restrictions on Dividends. No Restricted Subsidiary (as defined in the Indenture) of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such Restricted Subsidiary's capital stock, from repaying to the Company any loan or advances to such Restricted Subsidiary from the Company or from transferring any of such Restricted Subsidiary's property or assets to the Company or any other Restricted Subsidiary of the Company, except as described in or contemplated by the Disclosure Package and the Prospectus or pursuant to the provisions of (1) that certain indenture, dated May 7, 2003, governing the Company's 7.50% Senior Notes due 2011, (2) that certain indenture, dated March 23, 2005, governing the Company's 6.25% Senior Notes due 2013, (3) that certain indenture, dated January 23, 2006, governing the Company's 6.75% Senior Notes due 2014 and (4) the Credit Agreement, in each case, including all amendments or supplements thereto.

(ss) No Violation of Regulations. None of the transactions contemplated by this Agreement (including without limitation, the use of the proceeds from the sale of the Notes) will violate or result in a violation of Section 7 of the Exchange Act, or any regulation promulgated thereunder, including, without limitation, Regulations T, U, and X of the Board of Governors of the Federal Reserve System.

(tt) Assets of Notes Guarantors. Immediately after each of the Notes Guarantors has entered into the Guarantee to which it is a party, (i) the fair value of the assets of such Notes Guarantor will exceed the debts and liabilities, subordinated, contingent or otherwise, of such Notes Guarantor, (ii) the present fair saleable value of the property of such Notes Guarantor will be greater than the amount that will be required to pay the probable liabilities of such Notes Guarantor on its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities, subordinated, contingent or otherwise, become absolute and matured, (iii) such Notes Guarantor will be able to pay its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, and (iv) such Notes Guarantor will not have an unreasonably small capital with which to conduct the business in which it is engaged as such business is conducted and is proposed to be conducted following the Closing Date.

Neither the Company nor any of its subsidiaries intends, or intends to permit any of its respective subsidiaries, to incur debts beyond its ability to pay such debts as they mature, taking into account the timing and the amounts of cash to be received by the Company or any of

its subsidiaries and the timing and the amounts of cash to be payable on or in respect of the Company's indebtedness or the indebtedness of each subsidiary.

(uu) Related-Party Transactions. No relationship, direct or indirect, that would be required to be described under Item 404 of Regulation S-K promulgated under the Securities Act, exists between or among the Company, any Notes Guarantor on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company, or any Notes Guarantor on the other hand, other than as described in the Disclosure Package and the Prospectus.

(vv) Ratio of Earnings to Fixed Charges. The Company's ratio of earnings to fixed charges set forth in each of the preliminary prospectus and the Prospectus under the caption "Ratio of Earnings to Fixed Charges" and in Exhibit 12.1 to the Registration Statement have been calculated in compliance in all material respects with the requirements of Item 503(d) of Regulation S-K under the Securities Act.

(ww) Solvency. On and immediately after the Closing Date, the Company and its subsidiaries on a consolidated basis (after giving effect to the issuance of the Notes and the other transactions related thereto as described in the Registration Statement, the Disclosure Package and the Prospectus) will be Solvent. As used in this paragraph, the term "Solvent" means, with respect to a particular date, that on such date (i) the present fair market value (or present fair saleable value) of the assets of the Company is not less than the total amount required to pay the liabilities of the Company on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured; (ii) the Company is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business; (iii) assuming consummation of the issuance of the Notes as contemplated by this Agreement, the Registration Statement, the Disclosure Package and the Prospectus, the Company is not incurring debts or liabilities beyond its ability to pay as such debts and liabilities mature; (iv) the Company is not engaged in any business or transaction, and does not propose to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which the Company is engaged; and (v) the Company is not a defendant in any civil action that would result in a judgment that the Company is or would become unable to satisfy.

(xx) Compliance with Money Laundering Laws. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(yy) No Broker's Fees. Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement)

that would give rise to a valid claim against the Company or any of its subsidiaries or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Securities.

Any certificate signed by an officer of the Company and delivered to the Representatives or to counsel for the Underwriters in connection with this Agreement shall be deemed to be a representation and warranty by the Company to each Underwriter as to the matters set forth therein subject to the statements and qualifications set forth therein.

SECTION 2. Purchase, Sale and Delivery of the Securities.

(a) The Notes. On the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Company agrees to issue and sell to the several Underwriters the Notes upon the terms herein set forth, and the Underwriters agree, severally and not jointly, to purchase from the Company the respective aggregate principal amount of Notes set forth opposite their names on Schedule A. The purchase price per Note to be paid by the several Underwriters to the Company shall be equal to 95.116% of the principal amount thereof.

(b) The Closing Date. Delivery of the Securities to be purchased by the Underwriters and payment therefor shall be made at the offices, Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005 (or such other place as may be agreed to by the Company and the Representatives) at 9:00 a.m. New York time, on June 3, 2009, or such other time and date as the Representatives and the Company shall agree (the time and date of such closing are called the "Closing Date").

(c) Public Offering of the Notes. The Representatives hereby advise the Company that the Underwriters intend to offer for sale to the public, as described in the Disclosure Package and the Prospectus, their respective portions of the Notes as soon after this Agreement has been executed, the Representatives, in their sole judgment, have determined is advisable and practicable.

(d) Payment for the Notes. Payment for the Notes shall be made on the Closing Date by wire transfer of immediately available funds to the order of the Company. It is understood that the Representatives have been authorized, for their own account and the accounts of the several Underwriters, to accept delivery of and receipt for, and make payment of the purchase price for, the Notes.

(e) Delivery of the Notes. Delivery of the Notes shall be made through the facilities of The Depository Trust Company ("DTC") unless the Representatives shall otherwise instruct. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Underwriters.

(f) Delivery of Prospectus to the Underwriters. Not later than 10:00 a.m. on the second business day following the date the Notes are first released by the Underwriters for

sale to the public, the Company shall deliver or cause to be delivered copies of the Prospectus in such quantities and at such places as the Representatives shall reasonably request.

SECTION 3. Covenants of the Company and the Notes Guarantors. The Company and the Notes Guarantors, jointly and severally, covenant and agree with each of the Underwriters as follows:

(a) Representatives' Review of Proposed Amendments and Supplements. During the period beginning on the Applicable Time and ending on the later of the Closing Date or such date, as in the opinion of counsel for the Underwriters, the Prospectus is no longer required by law to be delivered in connection with sales by an Underwriter or dealer, including in circumstances where such requirement may be satisfied pursuant to Rule 172 of the Securities Act (the "Prospectus Delivery Period"), prior to amending or supplementing the Registration Statement, the Disclosure Package or the Prospectus, the Company shall furnish to the Representatives for review a copy of each such proposed amendment or supplement, and the Company shall not file or use any such proposed amendment or supplement to which the Representatives reasonably object.

(b) Securities Act Compliance. During the Prospectus Delivery Period, the Company shall promptly advise the Representatives in writing (i) when the Registration Statement, if not effective at the Execution Time, shall have become effective, (ii) of the receipt of any comments of, or requests for additional or supplemental information from, the Commission, (iii) of the time and date of any filing of any post-effective amendment to the Registration Statement or any amendment or supplement to any preliminary prospectus or the Prospectus, (iv) of the time and date that any post-effective amendment to the Registration Statement becomes effective, (v) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any request by the Commission for any additional information, (vi) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act and (vii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order or notice preventing or suspending the use of the Registration Statement, any preliminary prospectus or the Prospectus, or the initiation or overt threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act or of any receipt by the Company of any notification with respect to the suspension of the qualification of the Notes for sale in any jurisdiction or of the threatening or initiation of any proceedings for any of such purposes. The Company shall use commercially reasonable efforts to prevent the issuance of any such stop order or prevention or suspension of such use. If the Commission shall enter any such stop order or order or notice of prevention or suspension at any time, the Company will use commercially reasonable efforts to promptly obtain the lifting of such order. Additionally, the Company agrees that it shall comply with the provisions of Rules 424(b) and 430B, as applicable, under the Securities Act, and will use commercially reasonable efforts to confirm that any filings made by the Company under such Rule 424(b) were received in a timely manner by the Commission.

(c) Exchange Act Compliance. During the Prospectus Delivery Period, the Company will file, on a timely basis, with the Commission and the New York Stock Exchange

all reports and documents required to be filed under the Exchange Act in the manner and within the time periods required by the Exchange Act.

(d) Final Term Sheet. The Company will prepare a final term sheet containing solely a description of the Notes, including the price at which the Notes are to be sold to the public, in a form approved by the Representatives, and will file such term sheet pursuant to Rule 433(d) under the Securities Act within the time required by such rule (such term sheet, the "Final Term Sheet").

(e) Permitted Free Writing Prospectuses. The Company represents that it has not made, and agrees that, unless it obtains the prior written consent of the Representatives, it will not make, any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405 of the Securities Act) required to be filed by the Company with the Commission or retained by the Company under Rule 433 of the Securities Act; provided that the prior written consent of the Representatives hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule C hereto; and provided further that no such prior written consent shall be required for the Final Term Sheet. Any such free writing prospectus consented to by the Representatives is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company agrees that it (i) has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus, and (ii) has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 of the Securities Act applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping. The Company consents to the use by any Underwriter of any "free writing prospectus" (as defined in Rule 405 under the Securities Act)(which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) that (i) solely as a result of use by such Underwriter, would not trigger an obligation to file such free writing prospectus with the Commission pursuant to Rule 433, (ii) is listed on Schedule C or prepared pursuant to Section 3(b) (including any electronic road show).

(f) Amendments and Supplements to the Registration Statement, Prospectus and Other Securities Act Matters. If, during the Prospectus Delivery Period, any event or development shall occur or condition exist as a result of which the Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein in light of the circumstances under which they were made or then prevailing, as the case may be, not misleading, or if it shall be necessary to amend or supplement the Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus, or to file under the Exchange Act any document that will be or be deemed to be incorporated by reference in the Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus, in order to make the statements therein, in light of the circumstances under which they were made or then prevailing, as the case may be, not misleading, or if in the reasonable opinion of the Representatives it is otherwise necessary to amend or supplement the Registration Statement, the Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus, or to file under the Exchange Act any document that will be or be deemed to be incorporated by reference in the Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus, or, at the Company's option, to file a new reg-

istration statement containing the Prospectus, in order to comply with law, including in connection with the delivery of the Prospectus, the Company agrees to (i) notify the Representatives of any such event or condition and (ii) promptly prepare (subject to Sections 3(a) and 3(e) hereof), file with the Commission (and use commercially reasonable efforts to have any amendment to the Registration Statement or any new registration statement be declared effective) and furnish at its own expense to the Underwriters and to dealers, amendments or supplements to the Registration Statement, the Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus, or any new registration statement, necessary in order to make the statements in the Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus as so amended or supplemented, in light of the circumstances under which they were made or then prevailing, as the case may be, not misleading or so that the Registration Statement, the Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus, as amended or supplemented, will comply with law.

(g) Copies of any Amendments and Supplements to the Prospectus. The Company agrees to furnish the Representatives, without charge, during the Prospectus Delivery Period, as many copies of the Prospectus and any amendments and supplements thereto (including any documents incorporated or deemed incorporated by reference therein) and the Disclosure Package as the Representatives may request.

(h) Copies of the Registration Statement and the Prospectus. The Company will furnish to the Representatives and counsel for the Underwriters signed copies of the Registration Statement as originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith.

(i) Blue Sky Compliance. The Company shall cooperate with the Representatives and counsel for the Underwriters to qualify or register the Securities for sale under (or obtain exemptions from the application of) the state securities or blue sky laws or Canadian provincial securities laws of those jurisdictions designated by the Representatives, shall comply in all material respects with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Securities. The Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation, other than those arising out of the offering or sale of the Securities in any jurisdiction where it is not now so subject. The Company will advise the Representatives promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Securities for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Company shall use its commercially reasonable efforts to promptly obtain the withdrawal thereof.

(j) Use of Proceeds. The Company shall apply the net proceeds from the sale of the Securities sold by it in the manner described under the caption “Use of Proceeds” in each of the Disclosure Package and the Prospectus.

(k) Agreement Not to Offer or Sell Additional Securities. During the period of 90 days following the date of the Prospectus, the Company will not, without the prior written consent of J.P. Morgan (which consent may be withheld at the sole discretion of J.P. Morgan),

directly or indirectly, sell, offer, contract or grant any option to sell, pledge, transfer or establish an open "put equivalent position" within the meaning of Rule 16a-1 under the Exchange Act, or otherwise dispose of or transfer, or announce the offering of, or file any registration statement under the Securities Act in respect of, any debt securities of the Company or securities exchangeable for or convertible into debt securities of the Company (other than as contemplated by this Agreement).

(l) DTC Approval. The Company shall use commercially reasonable efforts to obtain the approval of DTC to permit the Notes to be eligible for "book-entry" transfer and settlement through the facilities of DTC.

(m) Earnings Statement. As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earnings statement (which need not be audited) covering a twelve-month period that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act.

(n) Filing Fees. The Company agrees to pay the required Commission filing fees relating to the Securities (or, alternatively, offset such fees in accordance with Rule 457(p) of the Securities Act) within the time required by Rule 456(b)(1) of the Securities Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the Securities Act.

(o) Future Reports to Stockholders. During the period of two years hereafter the Company will furnish to the Representatives (i) to the extent not available on IDEA, as soon as practicable after the end of each fiscal year, copies of the Annual Report of the Company containing the balance sheet of the Company as of the close of such fiscal year and statements of income, stockholders' equity and cash flows for the year then ended and the opinion thereon of the Company's independent public or certified public accountants; (ii) to the extent not available on IDEA, as soon as practicable after the filing thereof, copies of each proxy statement, Annual Report on Form 10-K, Quarterly Report on Form l0-Q, Current Report on Form 8-K or other report filed by the Company with the Commission, the Financial Industry Regulatory Authority, Inc. ("FINRA") or any securities exchange; and (iii) to the extent not available on IDEA, as soon as available, copies of any publicly available report or communication of the Company mailed generally to holders of its capital stock.

(p) Investment Limitation. The Company shall not invest or otherwise use the proceeds received by the Company from its sale of the Securities in such a manner as would require the Company or any of its subsidiaries to register as an investment company under the Investment Company Act.

(q) Use of Preliminary Prospectus. The Company consents to the use and delivery of any preliminary prospectus by the Representatives in accordance with Rule 430 and Section 5(b) of the Securities Act.

(r) No Manipulation of Price. The Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, under the Exchange Act or otherwise, the stabilization or manipulation of

the price of any securities of the Company to facilitate the sale or resale of the Securities; provided, however, that this paragraph shall not apply to any stabilization or manipulation activities conducted by the Underwriters, who shall remain solely responsible for such activities.

(s) Record Retention. The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

SECTION 4. Payment of Expenses. Whether or not the transactions contemplated by this Agreement are consummated or this Agreement becomes effective or is terminated, the Company and the Notes Guarantors, jointly and severally, agree, to pay all costs, expenses, fees and taxes incident to and in connection with: (i) the preparation, printing, filing and distribution of the Registration Statement (including financial statements, exhibits, schedules, consents and certificates of experts), each Issuer Free Writing Prospectus, each preliminary prospectus and the Prospectus, and all amendments and supplements thereto (including the fees, disbursements and expenses of the Company's accountants and counsel, but not, however, legal fees and expenses of the Underwriters' counsel incurred in connection therewith); (ii) the preparation, printing (including, without limitation, word processing and duplication costs) and delivery of any Agreement among Underwriters, this Agreement, the Indenture, any blue sky memorandum and all other agreements, memoranda, correspondence and other documents printed and delivered in connection therewith (but not, however, legal fees and expenses of the Underwriters' counsel incurred in connection with any of the foregoing other than fees of such counsel plus reasonable disbursements incurred in connection with the preparation, printing and delivery of such blue sky memoranda); (iii) the issuance and delivery by the Company of the Notes and by the Notes Guarantors of the Guarantees and any taxes payable in connection therewith; (iv) the qualification of the Securities for offer and sale under the securities or blue sky laws of the several states (including, without limitation, the reasonable fees and disbursements of the Underwriters' counsel relating to such registration or qualification); (v) the preparation of certificates for the Securities (including, without limitation, printing and engraving thereof); (vi) the approval of the Notes by DTC for "book-entry" transfer (including fees and expenses of counsel); (vii) the rating of the Notes; (viii) the obligations of the Trustee, any agent of the Trustee and the counsel for the Trustee in connection with the Indenture and the Securities; (ix) Item 14 of Part II of the Registration Statement; and (x) the performance by the Company and the Notes Guarantors of their other obligations under this Agreement. It is understood, however, that, except as provided in this Section 4, Sections 6, 7 and 8 hereof, the Underwriters will pay all of their own costs and expenses, including the fees and expenses of their counsel.

SECTION 5. Conditions to the Obligations of the Underwriters. The obligations of the several Underwriters hereunder shall be subject to the accuracy, when made and on and as of the Closing Date, of the representations and warranties of the Company and each Notes Guarantor contained herein, to the performance by the Company and each Notes Guarantor of their respective obligations hereunder, and to each of the following additional conditions:

(a) Accountants' Comfort Letter. On the date hereof, the Representatives shall have received from Ernst & Young LLP, independent public accountants for the Company, a letter dated the date hereof addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives.

(b) CFO Certificate. On the date hereof, the Representatives shall have received from the Chief Financial Officer of the Company, a certificate dated the date hereof addressed to the Underwriters, the form of which is attached as Exhibit D-1. On the Closing Date, the Representatives shall have received from the Chief Financial Officer of the Company, a certificate dated such date, the form of which is attached as Exhibit D-2, to the effect that he reaffirms in all material respects the statements made in the certificate furnished by him pursuant to the previous sentence of this subsection (b), except that the specified date referred to in paragraph 3 therein for carrying out of procedures shall be no more than three business days prior to the Closing Date.

(c) Compliance with Registration Requirements; No Stop Order. For the period from and after effectiveness of this Agreement and prior to the Closing Date:

(i) the Company shall have filed the Prospectus with the Commission (including the information required by Rule 430A, 430B and 430C under the Securities Act) in the manner and within the time period required by Rule 424(b) under the Securities Act and in accordance with Section 3(b) and (c) hereof;

(ii) The Company shall have filed each Issuer Free Writing Prospectus to the extent required by Rule 433 under the Securities Act and in accordance with Section 3(b), 3(c), 3(d) and 3(e) hereof;

(iii) the Final Term Sheet, and any other material required to be filed by the Company pursuant to Rule 433(d) under the Securities Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings under such Rule 433;

(iv) no stop order suspending the effectiveness of the Registration Statement, or any post-effective amendment to the Registration Statement, shall be in effect and no proceedings for such purpose or pursuant to Section 8A under the Securities Act shall have been instituted or threatened by the Commission; and the Company shall not have received from the Commission any notice pursuant to Rule 401(g)(2) of the Securities Act objecting to use of the automatic shelf registration statement form; and

(v) all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(d) No Material Adverse Change. (i) Neither the Company, any Notes Guarantor nor any of their respective subsidiaries shall have sustained, since the date of the latest audited financial statements included or incorporated by reference in the Disclosure Package and the Prospectus, any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, which loss or interference could reasonably be expected to have a Material Adverse Effect otherwise than as set forth or contemplated in the Disclosure Package and the Prospectus; and (ii) since such date, there shall not have been any change in the capital stock or long-term debt of the Company, any Notes Guarantor or any of their respective subsidiaries or any material adverse change, or any development involving a prospective materi-

al adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Disclosure Package and the Prospectus (excluding any amendment or supplement thereto).

(e) No Ratings Agency Change. Subsequent to the Applicable Time and the execution and delivery of this Agreement (i) no downgrading shall have occurred in the rating according the Company's Notes or other senior unsecured debt securities by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Rule 436(g)(2) of the Securities Act and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, with possible negative implications, its rating of any of the Company's Notes or other senior unsecured debt securities.

(f) Opinion of Counsel for the Company. On the Closing Date, the Representatives shall have received the opinion and 10b-5 statement of Bass Berry & Sims PLC, counsel for the Company, dated as of the Closing Date, the form of which is attached hereto as Exhibit A.

(g) Opinion of Maryland Counsel for the Company. On the Closing Date, the Representatives shall have received the opinion of Miles & Stockbridge PC, counsel for the Company, dated as of such Closing Date, the form of which is attached as Exhibit B.

(h) Opinion of Counsel for the Underwriters. On the Closing Date, the Representatives shall have received the opinion and 10b-5 statement of Cahill Gordon & Reindel LLP, counsel for the Underwriters, in each case, dated as of the Closing Date, in form and substance reasonably satisfactory to, and addressed to, the Representatives, with respect to the issuance and sale of the Notes, the Registration Statement, the Prospectus (together with any supplement thereto), the Disclosure Package and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(i) Officers' Certificate. On the Closing Date, the Representatives shall have received a written certificate executed by the Chairman of the Board, Chief Executive Officer or President of the Company and the Chief Financial Officer or Chief Accounting Officer of the Company, dated as of the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Disclosure Package, the Prospectus and any amendment or supplement thereto, and this Agreement, to the effect that:

(i) the representations, warranties and covenants of the Company set forth in Section 1 of this Agreement are true and correct on and as of the Closing Date with the same force and effect as though expressly made on and as of such Closing Date; and

(ii) the Company has complied with all the agreements hereunder and satisfied all the conditions on its part to be performed or satisfied hereunder including those conditions set forth in Sections 5(c), (d) and (e) at or prior to such Closing Date.

(j) Bring-down Comfort Letter. On the Closing Date, the Representatives shall have received from Ernst & Young LLP, independent public accountants for the Company, a letter dated such date, addressed to the Underwriters, in form and substance satisfactory to the Representatives, to the effect that they reaffirm the statements made in the letter furnished by them pursuant to subsection (a) of this Section 5, except that the specified date referred to therein for the carrying out of procedures shall be no more than three business days prior to the Closing Date.

(k) Indenture. The Company, the Notes Guarantors and the Trustee shall have executed and delivered the Indenture, and the Representatives shall have received an original copy thereof, duly executed by the Company, the Notes Guarantors and the Trustee.

(l) DTC Approval. On or before the Closing Date, DTC shall have accepted the Securities for "book-entry" transfer and settlement through the facilities of DTC.

(m) No Legal Impediment to Issuance. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Securities; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Securities.

(n) Good Standing. The Representatives shall have received on and as of the Closing Date satisfactory evidence of the good standing of the Company and its subsidiaries in their respective jurisdictions of organization and their good standing in such other jurisdictions as the Representatives may reasonably request, in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(o) [Reserved].

(p) Credit Agreement Amendment. On the Closing Date, the Credit Agreement Amendment shall be in full force and effect in accordance with its terms.

(q) Additional Documents. On or before the Closing Date, the Representatives and counsel for the Underwriters shall have received such information, documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale of the Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representatives by notice to the Company at any time on or prior to the Closing Date, which termination shall be without liability on the

part of any party to any other party, except that Sections 1, 3, 4, 6, 7, 8 and 11 through 17 hereof shall at all times be effective and shall survive such termination.

SECTION 6. Reimbursement of Underwriters' Expenses. If this Agreement is terminated by the Representatives pursuant to Section 5 hereof, or if the sale to the Underwriters of the Notes on the Closing Date is not consummated because of any refusal, inability or failure on the part of the Company or any Notes Guarantor to perform any agreement herein or to comply with any provision hereof, the Company and the Notes Guarantors agree to reimburse the Representatives and the other Underwriters (or such underwriters as have terminated this Agreement with respect to themselves), severally, upon demand for all reasonable out-of-pocket expenses that shall have been reasonably incurred by the Representatives and the underwriters in connection with the proposed purchase and the offering and sale of the Notes, including but not limited to, reasonable fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges. If this Agreement is terminated pursuant to Section 9 by reason of the default of one or more Underwriters, the Company and the Notes Guarantors shall not be obligated to reimburse any defaulting Underwriter on account of those expenses.

SECTION 7. Indemnification.

(a) Indemnification of the Underwriters. The Company and each of the Notes Guarantors agree, joint and severally, to indemnify and hold harmless each Underwriter, its affiliates, directors, officers, employees and agents, and each person, if any, who controls any Underwriter within the meaning of the Securities Act and the Exchange Act from and against any loss, claim, damage, liability or expense, as incurred, to which such Underwriter, its directors, officers, employees, agents or such controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based (i) upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment thereto, including any information deemed to be a part thereof pursuant to Rule 430A, Rule 430B or Rule 430C under the Securities Act, or caused by any omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) upon any untrue statement or alleged untrue statement of a material fact contained in any Issuer Free Writing Prospectus, the information contained in the Disclosure Package, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto), or caused by any omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and to reimburse each Underwriter, its directors, officers, employees, agents and each such controlling person for any and all expenses (including the fees and disbursements of counsel chosen by J.P. Morgan) as such expenses are reasonably incurred by such underwriter, or its officers, directors, employees and agents or such controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company by the Representatives expressly for use in the Registration Statement, any Issuer Free Writing Prospectus, any preliminary prospectus or

the Prospectus (or any amendment or supplement thereto). The indemnity agreement set forth in this Section 7(a) shall be in addition to any liabilities that the Company may otherwise have.

(b) Indemnification of the Company, the Notes Guarantors and their respective Directors and Officers. Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company and the Notes Guarantors, each of their directors, each of their officers who signed the Registration Statement and each person, if any, who controls the Company or one of the Notes Guarantors within the meaning of the Securities Act and the Exchange Act from and against any loss, claim, damage, liability or expense, as incurred, to which the Company, or any such director, officer or controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based (i) upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment thereto, including any information deemed to be a part thereof pursuant to Rule 430B or Rule 430C under the Securities Act, or caused by any omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) upon any untrue statement or alleged untrue statement of a material fact contained in any Issuer Free Writing Prospectus, the information contained in the Disclosure Package, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto), or caused by any omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case to the extent, and only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Issuer Free Writing Prospectus, the information contained in the Disclosure Package, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto), in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; and to reimburse the Company and the Notes Guarantors, or any such director, officer or controlling person for any legal and other expense reasonably incurred by the Company and the Notes Guarantors, or any such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Company hereby acknowledges that the only information that the Underwriters have furnished to the Company expressly for use in the Registration Statement, any Issuer Free Writing Prospectus, the information contained in the Disclosure Package, any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) are the statements set forth in the third and tenth paragraphs under the caption “Underwriting” in the Prospectus; the indemnity agreement set forth in this Section 7(b) shall be in addition to any liabilities that each Underwriter may otherwise have.

(c) Notifications and Other Indemnification Procedures. Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof; but the failure to so notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent that it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any liability other than

the indemnification obligation provided in paragraph (a) or (b) above. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party shall retain counsel reasonably satisfactory to the indemnified party (who shall not, without the consent of the indemnified party, be counsel to the indemnifying party) to represent the indemnified party and any others entitled to indemnification pursuant to this Section 7 that the indemnifying party may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding as incurred. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the named parties (including any impleaded parties) in any such action include both the indemnified party and the indemnifying party, and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action, (ii) the indemnified party shall have reasonably concluded that there may be legal defenses available to the indemnified party and/or other indemnified parties that are different from or additional to those available to the indemnifying party, (iii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party or (iv) the indemnifying party and the indemnified party shall have mutually agreed. It is understood, however, that the indemnifying party shall, in connection with any proceeding or related proceeding in the same jurisdiction, not be liable for the expenses of more than one separate counsel (other than local counsel), representing the indemnified parties who are parties to such action). Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by J.P. Morgan, and any such separate firm for the Company, its directors, its officers who signed the Registration Statement and any control persons of the Company shall be designated in writing by the Company.

(d) Settlements. The indemnifying party under this Section 7 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss, claim, damage, liability or expense by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by Section 7(c) hereof, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent (i) includes an unconditional release of such indemnified party, in form and substance reasonably satisfactory to such indemnified party, from all liability on claims that are the subject matter of such action, suit or proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

SECTION 8. Contribution. If the indemnification provided for in Section 7 is for any reason unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Notes Guarantors, on the one hand, and the Underwriters, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Notes Guarantors, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions or inaccuracies in the representations and warranties herein which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Notes Guarantors, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company and the Notes Guarantors, and the total underwriting discount received by the Underwriters, in each case as set forth on the front cover page of the Prospectus bear to the aggregate initial public offering price of the Securities as set forth on such cover. The relative fault of the Company and the Notes Guarantors, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact or any such inaccurate or alleged inaccurate representation or warranty relates to information supplied by the Company and the Notes Guarantors, on the one hand, or the Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 7(c), any legal or other fees or expenses reasonably incurred by such indemnified party in connection with any action or claim. The provisions set forth in Section 7(c) with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 8; provided, however, that no additional notice shall be required with respect to any action for which notice has been given under Section 7(c) for purposes of indemnification.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 8 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 8.

Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter in connection with the Securities underwritten by it and distributed to the public exceeds the amount of any damages that such Underwriter has oth-

erwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 8 are several, and not joint, in proportion to their respective underwriting commitments as set forth opposite their names in Schedule A. For purposes of this Section 8, each director, officer, employee and agent of an Underwriter and each person, if any, who controls an Underwriter within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as such Underwriter, and each director, officer and employee of the Company and the Notes Guarantors, and each person, if any, who controls the Company and the Notes Guarantors within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Company and the Notes Guarantors.

The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

SECTION 9. Default of One or More of the Several Underwriters. If, on the Closing Date, any one or more of the several Underwriters shall fail or refuse to purchase Securities that it or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase does not exceed 10% of the aggregate principal amount of the Securities to be purchased on such date, the other Underwriters shall be obligated, severally, in the proportions that the number of Securities set forth opposite their respective names on Schedule A bears to the aggregate principal amount of Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as may be specified by the Representatives with the consent of the non-defaulting Underwriters, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date. If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase Securities and the principal amount of Securities with respect to which such default occurs exceeds 10% of the principal amount of Securities to be purchased on such date, and arrangements satisfactory to the Representatives and the Company for the purchase of such Securities are not made within 48 hours after such default, this Agreement shall terminate without liability of any party to any other party except that the provisions of Sections 1, 3, 4, 6, 7, 8 and 11 through 17 hereof shall at all times be effective and shall survive such termination. In any such case either the Representatives or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days in order that the required changes, if any, to the Registration Statement and the Prospectus or any other documents or arrangements may be effected.

As used in this Agreement, the term "Underwriter" shall be deemed to include any person substituted for a defaulting Underwriter under this Section 9. Any action taken under this Section 9 shall not relieve any defaulting Underwriter from liability in respect of any default of such underwriter under this Agreement.

SECTION 10. Termination of this Agreement. Prior to the Closing Date this Agreement may be terminated by the Representatives by notice given to the Company if at any time (i) trading in any securities issued or guaranteed by the Company shall have been suspended

or limited on any exchange or the over-the-counter market or by the Commission, or trading in securities generally on the New York Stock Exchange, the American Stock Exchange or the over-the-counter market shall have been suspended or materially limited, or minimum prices shall have been established on any of such stock exchanges or markets by the Commission or the FINRA; (ii) a general banking moratorium on commercial banking activities shall have been declared by federal or New York authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States has occurred; or (iii) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the reasonable judgment of the Representatives, is material and adverse and makes it impracticable or inadvisable to proceed with the public offering, sale or delivery of the Securities being delivered on the Closing Date on the terms and in the manner contemplated by this Agreement, the Disclosure Package, each Issuer Free Writing Prospectus and the Prospectus. Any termination pursuant to this Section 10 shall be without liability on the part of (a) the Company or the Notes Guarantors to any Underwriter, except that the Company shall be obligated to reimburse the expenses of the Representatives and the Underwriters pursuant to Sections 4 and 6 hereof or (b) any Underwriter to the Company or the Notes Guarantors.

SECTION 11. No Agency or Fiduciary Responsibility. The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

SECTION 12. Representations and Indemnities to Survive Delivery. The respective indemnities, agreements, representations, warranties and other statements of the Company, of its officers and of the several Underwriters set forth in or made pursuant to this Agreement (i) will remain in full force and effect, regardless of any (A) investigation made by or on behalf of any Underwriter, the officers or employees of any Underwriter, the officers or employees of any Underwriter, or the Company, the officers or employees of the Company, or any person controlling the Company, as the case may be or (B) acceptance of the Securities and payment for them hereunder and (ii) will survive delivery of and payment for the Securities sold hereunder and any termination of this Agreement.

SECTION 13. Authority of the Representatives. Any action by the Underwriters hereunder may be taken by J.P. Morgan on behalf of the Underwriters, and any such action taken by J.P. Morgan shall be binding upon the Underwriters.

SECTION 14. Notices. All communications hereunder shall be in writing and shall be mailed, hand delivered or telecopied and confirmed to the parties hereto as follows:

If to the Representatives:

J.P. Morgan Securities Inc.
270 Park Avenue, 5th Floor
New York, NY 10017
Facsimile: (212) 270-1063
Attention: Gerry Murray

with a copy to:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
Facsimile: (212) 378-2543
Attention: Daniel J. Zubkoff and Douglas S. Horowitz

If to the Company:

Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215
Facsimile: (615) 263-3170
Attention: Todd J Mullenger

with a copy to:

Bass, Berry & Sims PLC
315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238
Facsimile: (615) 742-2775
Attention: F. Mitchell Walker, Jr.

Any party hereto may change the address for receipt of communications by giving written notice to the others.

SECTION 15. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto, including any substitute Underwriters pursuant to Section 9 hereof, and to the benefit of (i) the Company and the Notes Guarantors, their directors, officers and employees, and any person who controls the Company or any of the Notes Guarantors within the meaning of the Securities Act and the Exchange Act, (ii) the Underwriters, the officers, directors, employees and agents of the Underwriters, and each person, if any, who controls any Underwriter within the meaning of the Securities Act and the Exchange Act and (iii) the respective successors and assigns of any of the above, all as and to the extent provided in this Agreement, and no other person shall acquire or have any right under or by virtue of this Agreement. The term

“successors and assigns” shall not include a purchaser of any of the Securities from any of the several underwriters merely because of such purchase.

SECTION 16. Partial Unenforceability. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

SECTION 17. Governing Law Provisions. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE.

SECTION 18. General Provisions. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the several Underwriters, or any of them, with respect to the subject matter hereof.

Each of the parties hereto acknowledges that it is a sophisticated business person who was adequately represented by counsel during negotiations regarding the provisions hereof, including, without limitation, the indemnification provisions of Section 7 and the contribution provisions of Section 8, and is fully informed regarding said provisions. Each of the parties hereto further acknowledges that the provisions of Sections 7 and 8 hereto fairly allocate the risks in light of the ability of the parties to investigate the Company, its affairs and its business in order to assure that adequate disclosure has been made in the Registration Statement, the Disclosure Package, each Issuer Free Writing Prospectus and the Prospectus (and any amendments and supplements thereto), as required by the Securities Act and the Exchange Act.

[Signature pages follow]

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Chief Financial Officer

NOTES GUARANTORS

CCA OF TENNESSEE, LLC
PRISON REALTY MANAGEMENT, INC.
TECHNICAL AND BUSINESS
INSTITUTE OF AMERICA, INC.
CCA INTERNATIONAL, INC.
CCA PROPERTIES OF AMERICA, LLC
CCA PROPERTIES OF ARIZONA, LLC
CCA PROPERTIES OF TENNESSEE, LLC
CCA WESTERN PROPERTIES, INC.

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Chief Financial Officer

TRANSCOR AMERICA LLC

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Chief Financial Officer

CCA HEALTH SERVICES LLC

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Chief Financial Officer

The foregoing Agreement is hereby confirmed and accepted by the Representatives as of the date first above written.

J.P. MORGAN SECURITIES INC.
For itself and as Representatives of the
several Underwriters named in
the attached Schedule A.

By: /s/ Gregory M. Spier
Name: Gregory M. Spier
Title: Managing Director

Schedule A

Underwriters	Principal Amount of Notes to be Purchased
J.P. Morgan Securities Inc.	$ 105,788,000
Banc of America Securities LLC	105,788,000
Wachovia Capital Markets, LLC	105,788,000
HSBC Securities (USA) Inc.	38,943,000
SunTrust Robinson Humphrey, Inc.	38,943,000
BB&T Capital Markets, a division of Scott & Stringfellow, LLC	16,275,000
U.S. Bancorp Investments, Inc.	16,275,000
Avondale Partners, LLC	9,300,000
First Analysis Securities Corporation	9,300,000
Macquarie Capital (USA) Inc.	9,300,000
RBC Capital Markets Corporation	9,300,000
Total	$ 465,000,000

Schedule B
Notes Guarantors

CCA HEALTH SERVICES LLC
CCA INTERNATIONAL, INC.
CCA OF TENNESSEE, LLC
CCA PROPERTIES OF AMERICA, LLC
CCA PROPERTIES OF ARIZONA, LLC
CCA PROPERTIES OF TENNESSEE, LLC
CCA WESTERN PROPERTIES, INC.
PRISON REALTY MANAGEMENT, INC.
TECHNICAL AND BUSINESS INSTITUTE OF AMERICA, INC.
TRANSCOR AMERICA, LLC

Schedule C

Free Writing Prospectus dated May 19, 2009 attached to this Schedule C as Annex A.

Annex A

Issuer Free Writing Prospectus filed pursuant to Rule 433
supplementing the Preliminary Prospectus Supplement dated
May 19, 2009 and the Prospectus dated May 19, 2009
Registration No. 333-159329
May 19, 2009

CORRECTIONS CORPORATION OF AMERICA

$465,000,000
7¾% Senior Notes due 2017

Issuer:	Corrections Corporation of America
Guarantors:	CCA Health Services LLC CCA International, Inc. CCA of Tennessee, LLC CCA Properties of America, LLC CCA Properties of Arizona, LLC CCA Properties of Tennessee, LLC CCA Western Properties, Inc. Prison Realty Management, Inc. Technical and Business Institute of America, Inc. Transcor America, LLC
Aggregate Principal Amount:	$465,000,000
Title of Securities:	7¾% Senior Notes due 2017
Final Maturity Date:	June 1, 2017
Public Offering Price:	97.116 %, plus accrued and unpaid interest, if any, from June 3, 2009
Coupon:	7.750%
Yield Per Annum:	8.250%
Interest Payment Dates:	June 1 and December 1
Record Dates:	May 15 and November 15
First Interest Payment Date:	December 1, 2009
Optional Redemption:	The notes will be redeemable by the Company, in whole or in part, on or after June 1, 2013 at the prices set forth below (expressed as percentages of the principal amount), plus accrued and unpaid interest:

Date	Price
June 1, 2013	103.875%
June 1, 2014	101.938%
June 1, 2015 and thereafter	100.000%

Optional Redemption with Equity Proceeds: In addition, up to 35% of the notes will be redeemable by the Company before June 1, 2012 at a price equal to 107.750% of their principal amount.

Change of Control: 101%

Gross Proceeds: $451,589,400

Underwriting Discount: $9,300,000

Net Proceeds to Issuer before Expenses: $442,289,400

Net Proceeds to Issuer after Expenses: $441,089,400

Use of Proceeds: We intend to use the net proceeds from this offering along with cash on hand to purchase, redeem or otherwise acquire all of our $450.0 million aggregate principal amount outstanding 7½% Senior Notes due 2011 and to pay accrued interest and associated fees and expenses.

Original Issue Discount: The issue price of the notes is less than the principal amount thereof by more than a de minimis amount, and therefore the notes will be issued with original issue discount, or OID, for U.S. federal income tax purposes generally in an amount equal to that difference. See “Certain U.S. federal income tax considerations” in the Preliminary Prospectus Supplement.

Joint Book-Running Managers:
J.P. Morgan Securities Inc.
Banc of America Securities LLC
Wachovia Capital Markets, LLC

Joint Lead Managers:
HSBC Securities (USA) Inc.
SunTrust Robinson Humphrey, Inc.

Co-Managers:
Avondale Partners, LLC
BB&T Capital Markets, a division of Scott & Stringfellow, LLC
First Analysis Securities Corporation
Macquarie Capital (USA) Inc.
RBC Capital Markets Corporation
U.S. Bancorp Investments, Inc.

Allocation:	Name	Principal Amount of Notes to be Purchased
	J.P. Morgan Securities Inc.	$ 105,788,000
	Banc of America Securities LLC	105,788,000
	Wachovia Capital Markets, LLC	105,788,000
	HSBC Securities (USA) Inc.	38,943,000
	SunTrust Robinson Humphrey, Inc.	38,943,000
	BB&T Capital Markets, a division of Scott & Stringfellow, LLC	16,275,000
	U.S. Bancorp Investments, Inc.	16,275,000
	Avondale Partners, LLC	9,300,000
	First Analysis Securities Corporation	9,300,000
	Macquarie Capital (USA) Inc.	9,300,000
	RBC Capital Markets Corporation	9,300,000
	Total	$ 465,000,000

CUSIP: 22025Y AK6

ISIN: US22025YAK64

Listing: None

Trade Date: May 19, 2009

Settlement Date: June 3, 2009 (T+10)

Form of Offering: SEC Registered (Registration No. 333-159329)

In addition to pricing information set forth above, the "Capitalization" section of Preliminary Prospectus Supplement will be updated to reflect the following changes:

- As adjusted Cash and cash equivalents is changed to be $19.5 million.[1]
- As adjusted 7½% Senior Notes due 2011 is changed to be "—".

[1] Adjusted to reflect use of cash on had to pay accrued interest and estimated fees and expenses associated with the offering and the repurchase or redemption of all of the 2011 Notes.

- As adjusted 7¾% Senior Notes due 2017 offered hereby is changed to be 451.6 million.[2]
- As adjusted Total long-term debt is changed to be $1,266.1 million.
- As adjusted Total stockholders' equity is changed to be $1,303.2 million.[3]
- As adjusted Total capitalization is changed to be $2,569.3 million.

Corrections Corporation of America has filed a registration statement (including a prospectus) with the Securities and Exchange Commission ("SEC") for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents that Corrections Corporation of America has filed with the SEC for more complete information about Corrections Corporation of America and this offering. You may get these documents for free by visiting the SEC Web site at www.sec.gov. Alternatively, Corrections Corporation of America, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by contacting J.P. Morgan Securities Inc., 270 Park Avenue, Floor 5, New York New York 10017, or by calling (212) 270-1477.

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2 $465.0 million face amount.

3 As adjusted, represents the write-off of unamortized deferred financing costs net of premium, as well as fees and expenses associated with the completion of a tender offer for all of the 2011Notes.

Exhibit A
Opinion of Bass Berry & Sims PLC

June 3, 2009

J.P. Morgan Securities Inc.
Banc of America Securities LLC
Wachovia Capital Markets, LLC
c/o J.P.Morgan Securities Inc.
270 Park Avenue
New York, New York 10017

Ladies and Gentlemen:

We have acted as counsel to Corrections Corporation of America, a Maryland corporation (the "Company"), in connection with the public offering (the "Offering") of $465,000,000 aggregate principal amount of 7¾% Senior Notes due 2017 (the "Notes") of the Company pursuant to the terms of the Underwriting Agreement dated May 19, 2009 among the Company, the Notes Guarantors party thereto and you (the "Underwriting Agreement"). This letter is provided pursuant to Section 5(f) of the Underwriting Agreement. The terms used in this opinion letter that are defined in the Underwriting Agreement shall have the same definitions as set forth therein, unless otherwise defined herein.

In connection with this opinion letter, we have examined the Registration Statement and the Prospectus (including the documents incorporated or deemed to be incorporated by reference therein), the documents specified in Annex 1 attached hereto (the "Reviewed Disclosure Package"), and executed copies of the Underwriting Agreement, the Indenture, the Notes and the Guarantees (collectively, the "Agreements"). We have also reviewed such corporate documents and records of the Company and its subsidiaries, such certificates of public officials and such other matters as we have deemed necessary or appropriate for purposes of this opinion letter. As to various issues of fact, we have relied upon the representations and warranties of the Company contained in the Underwriting Agreement and upon statements and certificates of officers of the Company and certain of its subsidiaries without independent verification or investigation. For purposes of the opinions on the good standing of the Company and its subsidiaries, we have relied solely upon good standing certificates of recent dates and a bring-down good standing letter from a commercial filing service dated June 3, 2009, confirming receipt of oral confirmation of good standing as of such date.

We have assumed regarding agreements executed by parties other than the Company and its subsidiaries that such agreements are, if applicable, the valid and binding obligations of and enforceable against such parties. We have also assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the conformity to authentic original documents of all documents submitted to us as certified, conformed or photostatic copies and the legal capacity of all natural persons. For purposes of this opinion, we express no view as to the antifraud provisions of federal or state securities laws except to the extent specified in the paragraph following numbered Paragraph 11 of this letter.

The law covered by the opinions expressed herein is limited to the federal law of the United States, the law of the State of Tennessee, the Delaware General Corporation Law ("DGCL") and the Delaware Revised Uniform Limited Partnership Act and, solely with respect

to the matters relating to the Company, the corporate laws of the State of Maryland. In rendering our opinion as to matters relating to the Company arising under or governed by the laws of the State of Maryland we have relied solely on the opinions of Miles & Stockbridge, P.C. We have made no independent examination of the laws of Maryland.

Based on the foregoing, and subject to the assumptions, limitations and qualifications as set forth herein, we are of the opinion that:

1. Each of the Company's subsidiaries listed on Annex 2 attached hereto (the "Subsidiaries") is validly existing and in good standing under the laws of its respective jurisdiction of incorporation or formation. The Company and each of the Subsidiaries are duly qualified to do business and are in good standing as foreign corporations, limited liability companies or limited partnerships in the jurisdictions listed beside their names on Annex 2.

2. To our knowledge, there is no material litigation threatened or to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company or any of its subsidiaries is the subject except as described in the Prospectus or incorporated by reference therein.

3. The Company is not, and immediately after giving effect to the sale of the Notes in accordance with the Underwriting Agreement and the application of the proceeds as described in the Prospectus under the caption "Use of proceeds" will not be, an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

4. The Registration Statement has become effective under the Securities Act of 1933, as amended (the "Securities Act"), and the Indenture is qualified under the TIA. To our knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and, to our knowledge, no proceeding for that purpose is pending or threatened by the Commission. To our knowledge, the Company has not received from the Commission any notice pursuant to Rule 401(g)(2) of the Securities Act objecting to the use of the automatic shelf registration statement form or Form S-3. Any required filing of the Preliminary Prospectus (as defined on Annex 1 hereto) and the Prospectus pursuant to Rule 424(b) of the Securities Act has been made in the manner and within the time period required by Rule 424(b) of the Securities Act. Any required filing of the Final Term Sheet and any other "issuer free writing prospectus" (as defined in Rule 433 of the Securities Act) mutually expressly agreed by the Company and you pursuant to Section 1(d) of the Underwriting Agreement to be used by the Company and of which we have actual knowledge has been made in the manner and within the time period required by Rule 433 of the Securities Act.

5. The Registration Statement, the Preliminary Prospectus, the Prospectus, the Final Term Sheet and any amendments or supplements thereto made by the Company prior to the date hereof (other than with respect to Regulation S-T and the financial statements, financial data and related schedules included or incorporated by reference therein, as to which we express no opinion) comply as to form in all material respects with the requirements of Form S-3 under the Securities Act and the rules and regulations thereunder; and the documents incorporated by reference in the the Registration Statement and the Prospectus and any further amendment or supplement to any such incorporated document made by the Company prior to the date hereof (other than the financial statements, financial data and related schedules included or incorporated

by reference therein, as to which we express no opinion), when they became effective or were filed with the Commission, as the case may be, complied as to form in all material respects with the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder; and the Indenture conforms in all material respects to the requirements of the TIA and the applicable rules and regulations thereunder.

6. The statements contained in the Prospectus under the caption "Certain United States Federal Income Tax Considerations," insofar as such statements purport to constitute summaries of matters of U.S. federal income tax law and regulations or legal conclusions with respect thereto, constitute fair summaries of the matters described therein in all material respects; provided, that to the extent such statements describe the Company's intent to take a certain position with regard to any uncertain U.S. federal income tax matters, we are expressing no opinion as to whether the stated position of the Company would be upheld by either the Internal Revenue Service or a court having the appropriate jurisdiction to decide the matter.

7. The statements in the Prospectus Supplement under the caption "Description of notes," insofar as such statements purport to describe or summarize the legal matters relating to the Notes or the Indenture, have been reviewed by us and fairly present and summarize, in all material respects, such legal matters, provided, however, that we express no opinion with respect to the following statement on page S-38 of the Prospectus Supplement: "As of March 31, 2009, CCA would have had $210.3 million available for Restricted Payments pursuant to the preceding clause (3) of this paragraph."

8. To our knowledge, there are no contracts or other documents which are required to be described in the Prospectus or filed as exhibits to the Registration Statement by the Securities Act and the rules and regulations thereunder which have not been described or filed as exhibits to the Registration Statement or incorporated therein by reference as permitted by the Securities Act and the rules and regulations thereunder.

9. Each of the Agreements has been duly authorized, executed and delivered by the Company and each of the Subsidiaries, as applicable. The Indenture, the Notes and the Guarantees constitute valid and binding agreements of the Company and the Subsidiaries, as applicable, and are enforceable against the Company and the Subsidiaries, as applicable, in accordance with their terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) or an implied covenant of good faith and fair dealing and the qualifications and limitations set forth below.

10. The issue and sale of the Notes being delivered on the date hereof by the Company, the execution and delivery of the Agreements by the Company and the Subsidiaries, as applicable, and the compliance by the Company and the Subsidiaries with all of their obligations under the Agreements and the consummation of the transactions contemplated hereby and thereby (i) will not result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument which has been filed or incorporated by reference as an exhibit to (a) the Company's Annual Report on Form 10-K for the year ended December 31, 2008 (but no opinion is given with respect to Exhibits 3.1, 3.2, 4.1 and 4.2 or with respect to any matters which would require us to perform a mathematical calculation or make a financial or accounting

determination) or (b) the Company's Current Reports on Form 8-K, filed with the SEC on February 23, 2009, May 14, 2009 and May **[___]**, 2009 (but no opinion is given with respect to any matters which would require us to perform a mathematical calculation or make a financial or accounting determination), to which the Company or any of the Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of the property or assets of the Company or any of the Subsidiaries is subject, (ii) will not result in any violation of the provisions of the charter or by-laws or similar consituent documents of any of its Subsidiaries or (iii) will not result in any violation of any applicable statute, judgment, order, rule or regulation known to us of any court or federal, Tennessee or Delaware governmental agency or body having jurisdiction over the Company or any of its Subsidiaries or any of their properties or assets.

11. No consent, approval, authorization or other action by or filing with any federal, Tennessee or Delaware governmental authority is required for the execution, delivery and performance of the Agreements by the Company or any of the Subsidiaries and the consummation of the transactions contemplated hereby and thereby except (i) for consents, approvals or authorizations that have been obtained, actions that have been taken or filings that have been made under the Securities Act or otherwise and (ii) for such consents, approvals, authorizations, registrations or qualifications as may be required under applicable state securities laws and "blue sky" laws or the rules and regulations of FINRA in connection with the purchase and distribution of the Notes and the Guarantees by the Underwriters.

12. To our knowledge, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to the Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Securities Act, other than as set forth in the Prospectus or as has been waived or satisfied.

We participated in the preparation of the Registration Statement and the Prospectus (but not the documents incorporated or deemed to be incorporated by reference therein) and the Reviewed Disclosure Package, during the course of which, among other things, we examined various documents and other papers and participated in conferences with representatives of the Company, with representatives of the Company's independent public accountants, and with your representatives and your counsel, at which conferences the contents of the Registration Statement and the Prospectus (including the incorporated documents or deemed incorporated documents) and the Reviewed Disclosure Package and related matters were discussed. On the basis of the information that was developed in the course of our above-described participation, considered in light of our understanding of the applicable law and the experience we have gained through our practice thereunder, no facts have come to our attention which lead us to believe that (i) the Registration Statement (including the documents incorporated by reference therein), as of the date it became effective, contained any untrue statement of a material fact or omitted to state such a material fact required to be stated therein or necessary in order to make the statements therein not misleading, (ii) the Prospectus (including the documents incorporated by reference therein), as of its date or the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state such a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or (iii) the Reviewed Disclosure Package (including the documents incorporated by reference therein), as of

the Applicable Time, contained any untrue statement of a material fact or omitted to state such a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (except we express no opinion as to the financial statements and related notes and schedules or other financial data included or incorporated by reference in the Registration Statement, the Prospectus or the Reviewed Disclosure Package). In giving this opinion or undertaking the above-described representation, we have not verified and are not passing upon and we do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Prospectus or the Reviewed Disclosure Package, except to the extent set forth in paragraphs 6 and 7 of this opinion.

Our opinion is limited to matters governed by the federal laws of the United States of America, the DGCL, the Delaware Revised Uniform Limited Partnership Act and the laws of the State of Tennessee, and we are not admitted in the States of Maryland or New York. We assume, for purposes of the opinions expressed in paragraphs 9, 10 and 11 above with respect to an Agreement that provides that it is governed by the laws of a state other than Tennessee, that the internal laws of the State of Tennessee would govern such Agreements. If the Agreements were to be governed under the internal law of Tennessee, our opinions would be as set forth herein. We express no opinion as to the enforceability of the choice of law provisions contained in such Agreements under the laws of the state named therein. We note that if a court of competent jurisdiction determines such Agreement to be unenforceable under the laws of the State named therein, such Agreement may not be enforced by Tennessee courts under applicable Tennessee conflicts of law principles.

The opinions expressed above are further subject to the following qualifications and limitations:

(a) The effect of laws, court decisions and legal or equitable principles relating to, limiting or affecting the enforcement of creditors' rights generally, including, without limitation, bankruptcy, insolvency, reorganization and moratorium laws and laws relating to fraudulent transfers or conveyances, preferences and equitable subordination.

(b) The discretion of any court of competent jurisdiction in awarding equitable remedies including, but not limited to, specific performance or injunctive relief.

(c) We note that a court might not permit the exercise of any right or remedy provided in any of the Agreements if, under the circumstances then existing, such exercise is deemed to be inconsistent with the covenant of good faith and fair dealing implied under law to exist in all agreements or if the party seeking to exercise such right or remedy fails to act in a commercially reasonable manner or fails to fulfill other duties imposed by statutes or judicial decisions.

(d) The unenforceability under certain circumstances of contractual provisions respecting various self-help or summary remedies without adequate notice or opportunity for hearing or correction.

(e) The unenforceability under certain circumstances of provisions waiving vaguely or broadly stated rights and provisions stating that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or

with any other right or remedy, or that the election of some particular remedy or remedies does not preclude recourse to other remedies.

(i) The availability or enforceability of particular remedies or waivers in the Agreements may be limited by equitable principles or applicable laws, rules, regulations, court decisions and constitutional requirements in and of Tennessee or the United States; *provided* that the qualification expressed in this clause (f) does not in our opinion render the Agreements invalid as a whole or preclude (i) the judicial enforcement of the Company's or any Note Guarantor's obligation to repay the principal together with interest thereon, as provided in the Indenture, the Guarantees or the Notes (to the extent not deemed a penalty), or (ii) enforcement of such obligations through normal legal proceedings.

Our opinion is rendered as of the date hereof and we assume no obligation to advise you of changes in law or fact (or the effect thereof on the opinions expressed herein) that hereafter may come to our attention.

As used herein, "known to us," "to our knowledge," "to the best of our knowledge" and any similar phrase refers solely to the current, actual knowledge, acquired during the course of our representation of the Company and its subsidiaries, of those attorneys in this firm who have rendered substantive legal services in connection with such representation, without investigation.

This letter may be relied upon by you and the Underwriters only in connection with the Offering and may not be provided to, used or relied upon by any other person for any purpose whatsoever without in each instance our prior written consent.

Very truly yours,

Annex 1

The Base Prospectus (as defined in the Underwriting Agreement), as supplemented by the preliminary prospectus supplement dated May 19, 2009 relating to the Notes and the Guarantees (the "Preliminary Prospectus")

Final Term Sheet (as defined in the Underwriting Agreement)

Annex 2

Corrections Corporation of America, a Maryland corporation

States/Jurisdictions of Qualification

Arizona
California
Colorado
Connecticut
District of Columbia
Florida
Georgia
Kansas
Kentucky
Maryland
Minnesota
Mississippi
Montana
Nevada
New Hampshire
New Mexico
New York
Ohio
Oklahoma
Tennessee

Annex 2 (continued)

CCA of Tennessee, LLC, a Tennessee limited liability company

States/Jurisdictions of Qualification

Colorado
Connecticut
District of Columbia
Florida
Georgia
Idaho
Indiana
Kansas
Kentucky
Louisiana
Minnesota
Mississippi
New Hampshire
North Carolina
Oklahoma
Tennessee
Texas
Virginia

Annex 2 (continued)

TransCor America, LLC, a Tennessee limited liability company

States of Qualification

Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Annex 2 (continued)

CCA Properties of America, LLC, a Tennessee limited liability company

States/Jurisdictions of Qualification

California
Colorado
District of Columbia
Florida
Georgia
Indiana
Kansas
Kentucky
Minnesota
Mississippi
Montana
New Mexico
Ohio
Oklahoma
Tennessee

Annex 2 (continued)

Prison Realty Management, Inc., a Tennessee corporation

Technical and Business Institute of America, Inc., a Tennessee corporation

CCA International, Inc., a Delaware corporation

CCA Properties of Arizona, LLC, a Tennessee limited liability company

CCA Properties of Tennessee, LLC, a Tennessee limited liability company

CCA Western Properties, Inc., a Delaware corporation

CCA Health Services, LLC, a Tennessee limited liability corporation

Exhibit B
Opinion of Miles Stockbridge PC

June 3, 2009

J. P. Morgan Securities Inc.
Banc of America Securities LLC
Wachovia Capital Markets, LLC
As Representatives of the several
Underwriters named in
the Underwriting Agreement
c/o J. P. Morgan Securities Inc.
270 Park Avenue, 5th Floor
New York, NY 10017

Re: Corrections Corporation of America

Ladies and Gentlemen:

We have acted as special Maryland counsel to Corrections Corporation of America, a Maryland corporation (the "Company"), in connection with the offering and sale by the Company on the date hereof of $300 million aggregate principal amount of its 7¾% Senior Notes due 2017 (the "Notes") as described in the Company's registration statement on Form S-3 (Registration No. 333-159329), and in the Company's prospectus, dated May 19, 2009, included in the Registration Statement and preliminary prospectus supplement and prospectus supplement, each dated May 19, 2009 (together with the aforementioned prospectus, the "Prospectus"), relating to the Notes. This opinion is given pursuant to Section 5(g) of the Underwriting Agreement, dated May 19, 2009 (the "Underwriting Agreement"), among the Company, the subsidiaries of the Company named as Notes Guarantors therein, J. P. Morgan Securities Inc., Banc of America Securities LLC and Wachovia Capital Markets, LLC, as representatives of the Underwriters named therein (collectively, the "Underwriters"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Underwriting Agreement.

In connection with the preparation of this letter, we have reviewed the following:

(a) the Prospectus, exclusive of the documents incorporated by reference therein;

(b) the Annual Report of the Company on Form 10-K for the year ended December 31, 2008 as filed with the Securities and Exchange Commission (the "SEC") (exclusive of exhibits and the documents that are incorporated by reference therein, the "Annual Report") and the Quarterly Report of the Company on Form 10-Q for the quarter ended March 31, 2009 (exclusive of exhibits, the "Quarterly Report");

(c) an executed copy of the Underwriting Agreement;

(d) an executed copy of the Indenture, dated as of January 23, 2006, among the Company, the Notes Guarantors and U.S. Bank National Association, as trustee, as supplemented by

the First Supplemental Indenture thereto, dated as of January 23, 2006, and as supplemented by the Second Supplemental Indenture thereto, dated as of June 3, 2009 (collectively, the "Indenture");

(e) a specimen form of the Notes to be delivered on the date hereof;

(f) records of the proceedings and actions of the board of directors of the Company (the "Board"), including committees thereof, in connection with the authorization by the Company of the Indenture, the Underwriting Agreement and the offering and sale of the Notes;

(g) the charter and the bylaws of the Company (together, the "Governing Documents");

(h) a certificate of an officer of the Company, dated May ___, 2009, certifying, among other things, as to the records of proceedings of the Board and committees thereof and as to the Governing Documents; and

(i) a certificate of the State Department of Assessments and Taxation of the State of Maryland, dated May 18, 2009, to the effect that the Company is a corporation duly incorporated and existing under and by virtue of the laws of the State of Maryland and is duly authorized to exercise all the powers recited in its charter and to transact business in the State of Maryland.

For purposes of the opinions set forth herein, we have also reviewed and relied as to factual matters (other than facts constituting a legal conclusion) on various certificates of officers or representatives of the Company and of public officials and have relied on and assumed the accuracy of representations and warranties made to us by officers or representatives of the Company. We have also examined such applicable provisions of Maryland law as we have considered necessary for purposes of giving such opinions.

In expressing the opinions set forth herein, we have assumed that (i) all documents submitted to us as originals are authentic, (ii) all documents submitted to us as copies conform with the originals of those documents, (iii) all signatures on all documents submitted to us for examination are genuine, (iv) each natural person executing any such document is legally competent to do so and (v) all public records reviewed by us or on our behalf are accurate and complete.

Based on the foregoing and subject to the assumptions and qualifications herein set forth, it is our opinion that:

1. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland.

2. The Company has all corporate power necessary to own or hold its properties and conduct the business in which it is presently engaged as the properties and business are described in the Prospectus (exclusive of the documents incorporated by reference therein), the Annual Report and the Quarterly Report.

3. The Underwriting Agreement, the Indenture and the Notes have been duly authorized by the Company.

4. No consent, approval, authorization or order of, or filing or registration with, any court or governmental agency or body in the State of Maryland is required to be obtained or made by or on the part of the Company for the execution and delivery by the Company of the Underwriting Agreement, the Indenture or the Notes or for the performance by the Company of its obligations thereunder.

5. The issuance and sale by the Company of the Notes being delivered on this date, and the compliance by the Company with the provisions of the Underwriting Agreement, the Indenture and the Notes and the consummation of the transactions contemplated thereby will not result in any violation of the provisions of the Governing Documents or result in any violation of any statute of the State of Maryland.

With respect to the opinions set forth in numbered paragraphs 4 and 5 above, we point out that we have acted as special Maryland counsel for the Company in connection with the issuance and sale of the Notes. In light of our limited representation, our opinions set forth in those paragraphs as to consents, approvals, authorizations, orders, filing and registrations or violations of any statute are limited to the laws of the State of Maryland that would typically be applicable to entities similar to the Company engaged in, or proposing to be engaged in, business as described in the Prospectus (exclusive of the documents incorporated by reference therein), the Annual Report and the Quarterly Report. Further, we have assumed that the Company is not conducting business in the State of Maryland.

We express no opinion as to the laws of any state or jurisdiction other than, and our opinions expressed herein are limited to, the laws of the State of Maryland, except that we express no opinion with respect to the "blue sky" or other securities laws or regulations of the State of Maryland or any other jurisdiction. The opinions expressed herein are limited to matters set forth in this letter and no other opinion should be inferred beyond the matters expressly stated. This letter and the opinions expressed herein are being furnished by us to you solely for your benefit in connection with the offer and sale of the Notes and may not be relied on, used, circulated, quoted from or otherwise referred to by any other person or for any other purpose without our prior written consent. Notwithstanding the foregoing, we acknowledge that Bass, Berry & Sims PLC will rely on the opinions set forth herein in giving its opinion to the Underwriters on the date hereof and we consent to that reliance.

Very truly yours,

Miles & Stockbridge P.C.

By: _____
Principal

Exhibit C
Employee Benefit Plans[4]

1. Corrections Corporation of America 401(k) Savings and Retirement Plan
2. Corrections Corporation of America Medical Plan
3. Corrections Corporation of America Dental Plan
4. Corrections Corporation of America Long-Term Disability Plan
5. Corrections Corporation of America Group Term Life Insurance Plan
6. Corrections Corporation of America Executive Deferred Compensation Plan
7. Corrections Corporation of America 1995 Employee Stock Incentive Plan
8. Corrections Corporation of America 1997 Employee Stock Incentive Plan
9. Corrections Corporation of America 2000 Stock Incentive Plan
10. Non-Employee Director's Compensation Plan
11. Corrections Corporation of America Non-Employee Director Deferred Compensation Plan
12. Corrections Corporation of America 2008 Stock Incentive Plan

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[4] As amended, if applicable.

Exhibit D-1
CFO Certificate dated May 19, 2009

I, Todd J Mullenger, do hereby certify that I am the Chief Financial Officer of Corrections Corporation of America, a Maryland corporation (the "Company"), and, in such capacity, do hereby certify that:

(i) I am providing this certificate in connection with the offering by the Company of $465,000,000 in aggregate principal amount of its 7¾% Senior Notes due 2017 (the "Notes"), pursuant to an underwriting agreement, dated May 19, 2009, between the Company and the underwriters party thereto (the "Offering"), as described in the Company's Prospectus Supplement dated May 19, 2009 (the "Prospectus Supplement") to the Company's base Prospectus dated May 19, 2009 (such base Prospectus together with the Prospectus Supplement being referred to as the "Prospectus").

(ii) No consolidated financial statements of the Company as of any date for any period subsequent to March 31, 2009 are currently available.

(iii) Based on information currently available to me, nothing came to my attention that caused me to believe that:

(a) At May 19, 2009, there was any increase in the Company's consolidated total debt or stockholders' equity as compared with amounts shown in the March 31, 2009 consolidated balance sheet incorporated by reference in the Prospectus; or

(b) There have been no significant changes in the capital accounts or long-term debt (including debt covenants and compliance with them from), March 31, 2009 to the date of this certificate except as disclosed in the Prospectus. Specifically, I certify the following:

(i) There have been no increases in long-term debt for the period from April 1, 2009 to May 15, 2009.

(ii) There have been no decreases in stockholders' equity for the period from April 1, 2009 to May 15, 2009.

(iii) Capital stock has increased from 115,149,361 shares issued and outstanding at March 31, 2009 to 115,179,079 shares issued and outstanding at May 15, 2009.

This certificate is being furnished to J.P. Morgan Securities Inc., Banc of America Securities LLC and Wachovia Capital Markets, LLC, as representatives of the several underwriters for the Offering, to assist them in conducting and documenting their investigation of the affairs of the Company. This certificate shall not be used, quoted or otherwise referred to by any other person without the prior written consent of the Company.

Todd J Mullenger
Chief Financial Officer

Exhibit D-2
CFO Certificate dated June 3, 2009

I, Todd J Mullenger, do hereby certify that I am the Chief Financial Officer of Corrections Corporation of America, a Maryland corporation (the "Company"), and, in such capacity, do hereby certify that:

(i) I am providing this certificate in connection with the offering by the Company of $465,000,000 in aggregate principal amount of its 7¾% Senior Notes due 2017 (the "Notes"), pursuant to an underwriting agreement, dated May 19, 2009, between the Company and the underwriters party thereto (the "Offering"), as described in the Company's Prospectus Supplement dated May 19, 2009 (the "Prospectus Supplement") to the Company's base Prospectus dated May 19, 2009 (such base Prospectus together with the Prospectus Supplement being referred to as the "Prospectus").

(ii) No consolidated financial statements of the Company as of any date for any period subsequent to [April 30], 2009 are currently available.

(iii) Based on information currently available to me, nothing came to my attention that caused me to believe that:

(a) At June 3, 2009, there was any increase in the Company's consolidated total debt or any decreases in the Company's consolidated net current assets or stockholders' equity as compared with amounts shown in the March 31, 2009 consolidated balance sheet incorporated by reference in the Prospectus; or

(b) There have been no significant changes in the capital accounts or long-term debt (including debt covenants and compliance with them from) March 31, 2009 to the date of this certificate except as disclosed in the Prospectus. Specifically, I certify the following:

(i) There have been no increases in long-term debt for the period from April 1, 2009 to June 3, 2009.

(ii) There have been no decreases in stockholders' equity for the period from April 1, 2009 to June 3, 2009.

(iii) Capital stock has increased from 115,149,361 shares issued and outstanding at March 31, 2009 to [ ] shares issued and outstanding at June 3, 2009.

This certificate is being furnished to J.P. Morgan Securities Inc., Banc of America Securities LLC and Wachovia Capital Markets, LLC, as representatives of the several underwriters for the Offering, to assist them in conducting and documenting their investigation of the affairs of the Company. This certificate shall not be used, quoted or otherwise referred to by any other person without the prior written consent of the Company.

_____
Todd J Mullenger
Chief Financial Officer

FIRST SUPPLEMENT

FIRST SUPPLEMENT (this "Supplement"), dated as of May 14, 2009, among CCA Health Services, LLC (the "Guaranteeing Subsidiary"), a subsidiary of Corrections Corporation of America (or its permitted successor), a Maryland corporation (the "Company"), the Company, the other Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as trustee under the indenture referred to below (the "Trustee").

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee a base indenture dated as of January 23, 2006, as amended and supplemented by a first supplemental indenture dated as of January 23, 2006 (the "Indenture") providing for the issuance of the Company's 6.75% Senior Notes due 2014 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company's Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Subsidiary Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees as follows:

(a) Along with all Guarantors named in the Indenture, to jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of, and premium, if any, and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever.

(d) This Subsidiary Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture, and the Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Subsidiary Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Subsidiary Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Subsidiary Guarantee.

(h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Subsidiary Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to any maximum amount and all other contingent and fixed liabilities that are relevant under any applicable (A) Bankruptcy or fraudulent conveyance laws or (B) any applicable state laws prohibiting shareholder distributions by an insolvent subsidiary to the extent applicable, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture, this new Subsidiary Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guarantor under this Subsidiary Guarantee will not constitute a fraudulent transfer or conveyance or an unlawful shareholder distribution.

3. EXECUTION AND DELIVERY. Each Guaranteeing Subsidiary agrees that the Subsidiary Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Subsidiary Guarantee.

4. GUARANTEEING SUBSIDIARY MAY CONSOLIDATE, ETC. ON CERTAIN TERMS.

(a) The Guaranteeing Subsidiary may not sell or otherwise dispose of all substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Company or another Guarantor unless:

(i) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(ii) either (A) subject to Sections 10.04 and 10.05 of the Indenture, the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger unconditionally assumes all the obligations of that Guarantor, pursuant to a supplemental indenture in form and substance reasonably satisfactory to the Trustee, under the Notes, the Indenture and the Subsidiary Guarantee on the terms set forth herein or therein; or (B) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture, including without limitation, Section 4.11 thereof.

(b) In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Subsidiary Guarantee endorsed upon the Notes and the due and punctual performance of all of the covenants and conditions of the Indenture to be performed by the Guarantor, such successor Person shall succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Subsidiary Guarantees to be endorsed upon all of the Notes issuable under the Indenture which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Subsidiary Guarantees so issued shall in all respects have the same legal rank and benefit under the Indenture as the Subsidiary Guarantees theretofore and thereafter issued in accordance with the terms of the Indenture as though all of such Subsidiary Guarantees had been issued at the date of the execution hereof.

(c) Except as set forth in Articles 4 and 5 and Section 10.05 of Article 10 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in the Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

5. RELEASES.

(a) Any Guarantor will be released and relived of any obligations (a) under its Subsidiary Guarantee, (i) in the event of any sale or other disposition of all or substantially all of the assets of that Guarantor, by way of merger, consolidation or otherwise, or a sale or other disposition of all of the capital stock of that Guarantor, in each case to a Person that is not (either

before or after giving effect to such transaction) a Restricted Subsidiary of the Company, (ii) if the Company properly designates that Guarantor as an Unrestricted Subsidiary in accordance with this Indenture or (iii) if the Guarantor is released from its guarantees under all Credit Facilities, then such Guarantor (in the event of a sale or other disposition, by way of merger, consolidation or otherwise, of all of the capital stock of such Guarantor) or the corporation acquiring the property (in the event of a sale or other disposition of all or substantially all of the assets of such Guarantor) will be released and relieved of any obligations under its Subsidiary Guarantee; *provided* that the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture, including without limitation Section 4.11 of the Indenture. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the provisions of the Indenture, including without limitation Section 4.11 of the Indenture, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Subsidiary Guarantee.

(b) Any Guarantor not released from its obligations under its Subsidiary Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article 10 of the Indenture.

6. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, any Subsidiary Guarantees, the Indenture or this Supplement or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

7. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENT BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

8. COUNTERPARTS. The parties may sign any number of copies of this Supplement. Each signed copy shall be an original, but all of them together represent the same agreement.

9. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

10. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplement or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

[The following page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARY:

CCA HEALTH SERVICES, LLC

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President, Chief Financial Officer and Treasurer

COMPANY:

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President, Chief Financial Officer and Treasurer

GUARANTORS:

CCA OF TENNESSEE, LLC
CCA INTERNATIONAL, INC.
CCA PROPERTIES OF AMERICA, LLC
CCA PROPERTIES OF ARIZONA, LLC
CCA PROPERTIES OF TENNESSEE, LLC
CCA WESTERN PROPERTIES, INC.
PRISON REALTY MANAGEMENT, INC.
TECHNICAL AND BUSINESS INSTITUTE OF AMERICA, INC.
TRANSCOR AMERICA, LLC

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President, Chief Financial Officer and Treasurer

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: /s/ Sam Soltani
Name: Sam Soltani
Title: Officer

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "First Supplemental Indenture"), dated as of May 14, 2009, among CCA Health Services, LLC (the "Guaranteeing Subsidiary"), a subsidiary of Corrections Corporation of America (or its permitted successor), a Maryland corporation (the "Company"), the Company, the other Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as trustee under the indenture referred to below (the "Trustee").

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture dated as of March 23, 2005 (the "Indenture") providing for the issuance of the Company's 6 1/4% Senior Notes due 2013 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company's Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Note Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this First Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees as follows:

(a) Along with all Guarantors named in the Indenture, to jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of, and premium, if any, and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever.

(d) This Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture, and the Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee.

(h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to any maximum amount and all other contingent and fixed liabilities that are relevant under any applicable (A) Bankruptcy or fraudulent conveyance laws or (B) any applicable state laws prohibiting shareholder distributions by an insolvent subsidiary to the extent applicable, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture, this new Note Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guarantor under this Note Guarantee will not constitute a fraudulent transfer or conveyance or an unlawful shareholder distribution.

3. EXECUTION AND DELIVERY. Each Guaranteeing Subsidiary agrees that the Note Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

4. GUARANTEEING SUBSIDIARY MAY CONSOLIDATE, ETC. ON CERTAIN TERMS.

(a) The Guaranteeing Subsidiary may not sell or otherwise dispose of all substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Company or another Guarantor unless:

(i) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(ii) either (A) subject to Sections 10.04 and 10.05 of the Indenture, the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger unconditionally assumes all the obligations of that Guarantor, pursuant to a supplemental indenture in form and substance reasonably satisfactory to the Trustee, under the Notes, the Indenture and the Note Guarantee on the terms set forth herein or therein; or (B) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture, including without limitation, Section 4.11 thereof.

(b) In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the covenants and conditions of the Indenture to be performed by the Guarantor, such successor Person shall succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable under the Indenture which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank and benefit under the Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of the Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

(c) Except as set forth in Articles 4 and 5 and Section 10.05 of Article 10 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in the Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

5. RELEASES.

(a) Any Guarantor will be released and relived of any obligations under its Note Guarantee, (i) in the event of any sale or other disposition of all or substantially all of the assets of that Guarantor, by way of merger, consolidation or otherwise, or a sale or other disposition of all of the capital stock of that Guarantor, in each case to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of the Company, (ii) if the Company properly designates that Guarantor as an Unrestricted Subsidiary in accordance with this Indenture or (iii) if the Guarantor is released from its guarantees under all Credit Facilities, then such Guarantor (in the event of a sale or other disposition, by way of merger, consolidation or otherwise, of all of the capital stock of such Guarantor) or the corporation acquiring the property

(in the event of a sale or other disposition of all or substantially all of the assets of such Guarantor) will be released and relieved of any obligations under its Note Guarantee; *provided* that the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture, including without limitation Section 4.11 of the Indenture. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the provisions of the Indenture, including without limitation Section 4.11 of the Indenture, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Note Guarantee.

(b) Any Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article 10 of the Indenture.

6. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this First Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

7. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS FIRST SUPPLEMENTAL INDENTURE BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

8. COUNTERPARTS. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

9. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

10. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

[The following page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARY:

CCA HEALTH SERVICES, LLC

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President, Chief Financial Officer and Treasurer

COMPANY:

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President, Chief Financial Officer and Treasurer

GUARANTORS:

CCA OF TENNESSEE, LLC
CCA INTERNATIONAL, INC.
CCA PROPERTIES OF AMERICA, LLC
CCA PROPERTIES OF ARIZONA, LLC
CCA PROPERTIES OF TENNESSEE, LLC
CCA WESTERN PROPERTIES, INC.
PRISON REALTY MANAGEMENT, INC.
TECHNICAL AND BUSINESS INSTITUTE OF AMERICA, INC.
TRANSCOR AMERICA, LLC

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President, Chief Financial Officer and Treasurer

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: /s/ Sam Soltani
Name: Sam Soltani
Title: Officer

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE (this "Third Supplemental Indenture"), dated as of May 14, 2009, among CCA Health Services, LLC (the "Guaranteeing Subsidiary"), a subsidiary of Corrections Corporation of America (or its permitted successor), a Maryland corporation (the "Company"), the Company, the other Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as trustee under the indenture referred to below (the "Trustee").

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of May 7, 2003 (the "Base Indenture"), as amended and supplemented by the Supplemental Indenture, dated as of May 7, 2003 (as amended and supplemented by a First Supplement, dated as of August 8, 2003, to the Supplemental Indenture and a Second Supplement, dated as of August 8, 2003, the "Supplemental Indenture"), and the Second Supplemental Indenture, dated as of December 31, 2004 (the "Second Supplemental Indenture" and, together with the Base Indenture and the Supplemental Indenture, the "Indenture") providing for the issuance of the Company's 7 1/2% Senior Notes due 2011 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company's Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Note Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Third Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees as follows:

(a) Along with all Guarantors named in the Indenture, to jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of, and premium and Liquidated Damages, if any, and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or

performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever.

(d) This Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture, and the Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee.

(h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to any maximum amount and all other contingent and fixed liabilities that are relevant under any applicable Bankruptcy or fraudulent conveyance laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture, this new Note Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guarantor under this Note Guarantee will not constitute a fraudulent transfer or conveyance.

3. EXECUTION AND DELIVERY. Each Guaranteeing Subsidiary agrees that the Note Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

4. GUARANTEEING SUBSIDIARY MAY CONSOLIDATE, ETC. ON CERTAIN TERMS.

(a) The Guaranteeing Subsidiary may not sell or otherwise dispose of all substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Company or another Guarantor unless:

(i) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(ii) either (A) subject to Sections 10.04 and 10.05 of the Indenture, the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger unconditionally assumes all the obligations of that Guarantor, pursuant to a supplemental indenture in form and substance reasonably satisfactory to the Trustee, under the Notes, the Indenture and the Note Guarantee on the terms set forth herein or therein; or (B) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture, including without limitation, Section 4.10 thereof.

(b) In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the covenants and conditions of the Indenture to be performed by the Guarantor, such successor Person shall succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable under the Indenture which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank and benefit under the Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of the Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

(c) Except as set forth in Articles 4 and 5 and Section 10.05 of Article 10 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in the Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

5. RELEASES.

(a) In the event of any sale or other disposition of all or substantially all of the assets of any Guarantor, by way of merger, consolidation or otherwise, or a sale or other disposition of all of the capital stock of any Guarantor, in each case to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of the Company, then such Guarantor (in the event of a sale or other disposition, by way of merger, consolidation or otherwise, of all of

the capital stock of such Guarantor) or the corporation acquiring the property (in the event of a sale or other disposition of all or substantially all of the assets of such Guarantor) will be released and relieved of any obligations under its Note Guarantee; *provided* that the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture, including without limitation Section 4.10 of the Indenture. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the provisions of the Indenture, including without limitation Section 4.10 of the Indenture, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Note Guarantee.

(b) Any Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article 10 of the Indenture.

6. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Third Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

7. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS THIRD SUPPLEMENTAL INDENTURE BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

8. COUNTERPARTS. The parties may sign any number of copies of this Third Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

9. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

10. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

[The following page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed and attested, all as of the date first above written.

GUARANTEEING SUBSIDIARY:

CCA HEALTH SERVICES, LLC

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President, Chief Financial Officer and Treasurer

COMPANY:

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President, Chief Financial Officer and Treasurer

GUARANTORS:

CCA OF TENNESSEE, LLC
CCA INTERNATIONAL, INC.
CCA PROPERTIES OF AMERICA, LLC
CCA PROPERTIES OF ARIZONA, LLC
CCA PROPERTIES OF TENNESSEE, LLC
CCA WESTERN PROPERTIES, INC.
PRISON REALTY MANAGEMENT, INC.
TECHNICAL AND BUSINESS INSTITUTE OF AMERICA, INC.
TRANSCOR AMERICA, LLC

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President, Chief Financial Officer and Treasurer

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: /s/ Sam Soltani
Name: Sam Soltani
Title: Officer

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This **AMENDMENT NO. 1 TO CREDIT AGREEMENT** (this "Amendment") dated as of May 19, 2009, is made among CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation (the "Borrower"), BANK OF AMERICA, N.A., in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement described below) (in such capacity, the "Administrative Agent"), and each of the Lenders signatory hereto. Each capitalized term used and not otherwise defined in this Amendment has the definition specified in the Credit Agreement described below.

RECITALS:

A. The Borrower, the Administrative Agent and the Lenders have entered into that certain Credit Agreement dated as of December 21, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have made available to the Borrower a revolving credit facility.

B. The Borrower has requested that the Administrative Agent and the Lenders amend certain provisions of the Credit Agreement as more particularly set forth below.

C. The Administrative Agent and the Lenders are willing to so amend the Credit Agreement on the terms and conditions contained in this Amendment.

In consideration of the premises and further valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Credit Agreement. Subject to the terms and conditions set forth herein, and in reliance upon the representations and warranties of the Borrower made herein, the Credit Agreement is amended as follows:

   (a) Section 10.9(b) of the Credit Agreement is amended by inserting "(or any Refinancing Indebtedness)" after "Senior Unsecured Note" in clause (A) of the proviso thereof.

   (b) Section 10.10(a) of the Credit Agreement is deleted in its entirety and the following is inserted in lieu thereof:

   (a) Enter into any Indebtedness (other than the Senior Unsecured Notes and any Refinancing Indebtedness) that restricts, limits or otherwise encumbers its ability to incur Liens on or with respect to any of its assets or properties as security for the Obligations, other than the assets or properties securing such Indebtedness.

   (c) Section 10.10(b) of the Credit Agreement is amended by deleting the reference to "(other than the Senior Unsecured Notes)" and inserting "(other than the Senior Unsecured Notes and any Refinancing Indebtedness)" in lieu thereof.

2. Effectiveness; Conditions Precedent. The effectiveness of this Amendment and the amendments set forth herein shall not be effective until the satisfaction of each of the following conditions precedent:

   (a) The Administrative Agent shall have received one or more counterparts of this Amendment, duly executed by the Borrower and the Required Lenders; and

   (b) All fees and expenses payable to the Administrative Agent and the Lenders (including the fees and expenses of counsel to the Administrative Agent estimated to date) shall have been paid in full (without prejudice to final settling of accounts for such fees and expenses) or other arrangements satisfactory to the Administrative Agent shall have been made for the payment of such items.

3. Representations and Warranties. In order to induce the Administrative Agent and the Lenders to enter into this Amendment, the Borrower represents and warrants to the Administrative Agent and such Lenders as follows:

   (a) The representations and warranties made by it in Article VI of the Credit Agreement and by each Credit Party in each of the Loan Documents to which such Credit Party is a party are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date;

   (b) Since the date of the most recent financial reports of the Borrower and its Subsidiaries delivered pursuant to Section 7.1 of the Credit Agreement, no act, event, condition or circumstance has occurred or arisen which, singly or in the aggregate with one or more other acts, events, occurrences or conditions (whenever occurring or arising), has had or could reasonably be expected to have a Material Adverse Effect;

   (c) This Amendment has been duly authorized, executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of such Person, except as may be limited by general principles of equity or by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally; and

   (d) No Default or Event of Default has occurred and is continuing.

4. Entire Agreement. This Amendment together with all the Loan Documents (collectively, the "Relevant Documents") set forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersede any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other in relation to the subject matter hereof or thereof. None of the terms or conditions of this Amendment may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Section 13.2 of the Credit Agreement.

5. Full Force and Effect of Agreement. Except as hereby specifically amended, modified or supplemented, the Credit Agreement and all other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect according to their respective terms.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

7. Governing Law; Jurisdiction, Etc. This Amendment shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, and shall be further subject to the provisions of Section 13.5 of the Credit Agreement.

8. Enforceability. Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

9. References. All references in any of the Loan Documents to the "Credit Agreement" shall mean the Credit Agreement, as amended hereby.

10. Consent and Confirmation of the Subsidiary Guarantors. Each of the Subsidiary Guarantors hereby consents, acknowledges and agrees to the amendments set forth herein and hereby confirms and ratifies in all respects the Subsidiary Guaranty Agreement (including without limitation the continuation of each such Subsidiary Guarantor's payment and performance obligations thereunder upon and after the effectiveness of this Amendment and the amendments contemplated hereby) and the enforceability of the Subsidiary Guaranty Agreement against each Subsidiary Guarantor in accordance with its terms.

11. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Borrower, the Administrative Agent and each Lender, and their respective successors and assignees to the extent such assignees are permitted assignees as provided in Section 13.10 of the Credit Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Credit Agreement to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

BORROWER:

CORRECTIONS CORPORATION OF AMERICA

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President
and Chief Financial Officer

SUBSIDIARY GUARANTORS:

CCA OF TENNESSEE, LLC
CCA PROPERTIES OF AMERICA, LLC
CCA PROPERTIES OF ARIZONA, LLC
CCA PROPERTIES OF TENNESSEE, LLC
CCA WESTERN PROPERTIES, INC.

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President
and Chief Financial Officer

CCA INTERNATIONAL, INC.
PRISON REALTY MANAGEMENT, INC.
TECHNICAL AND BUSINESS INSTITUTE OF AMERICA, INC.
TRANSCOR AMERICA, LLC

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Executive Vice President, Chief
Financial Officer and Treasurer

CCA HEALTH SERVICES, LLC

By: /s/ Todd J Mullenger
Name: Todd J Mullenger
Title: Chief Financial Officer and Treasurer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Roberto Salazar
Name: Roberto Salazar
Title: Assistant Vice President

LENDERS:

BANK OF AMERICA, N.A., as a Lender

By: /s/ Barbara P. Levy
Name: Barbara P. Levy
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Robert L. Mendoza
Name: Robert L. Mendoza
Title: Vice President

RAYMOND JAMES BANK FSB, as a Lender

By: /s/ Joseph A. Ciccolini
Name: Joseph A. Ciccolini
Title: Vice President — Senior Corporate Banker

SUNTRUST BANK, as a Lender

By: /s/ Robert Maddox
Name: Robert Maddox
Title: Director

BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ R. Andrew Beam
Name: R. Andrew Beam
Title: Senior Vice President

News Release

Contact: Investors and Analysts: Karin Demler, CCA at (615) 263-3005
Financial Media: David Gutierrez, Dresner Corporate Services at (312) 780-7204

CORRECTIONS CORPORATION OF AMERICA
PRICES SENIOR NOTES AND
INCREASES SIZE OF OFFERING TO $465.0 MILLION

NASHVILLE, Tenn. — May 19, 2009 — Corrections Corporation of America (NYSE: CXW) (the "Company" or "CCA"), today announced the pricing of its public offering of 7¾% Senior Notes due 2017 (the "New Notes"). The New Notes will be issued at a public offering price of 97.116%, resulting in a yield to maturity of 8.25%. The size of the offering of the New Notes was increased to $465.0 million aggregate principal amount of the New Notes from the previously announced $300.0 million aggregate principal amount of the New Notes. The closing of the sale of the New Notes, which is subject to customary closing conditions, is expected to be on June 3, 2009. The Company intends to use its net proceeds from the sale of the New Notes to purchase, redeem or otherwise acquire the Company's outstanding 7½% Senior Notes due 2011.

The offering is being made pursuant to an effective automatic shelf registration statement filed with the Securities and Exchange Commission on May 19, 2009.

This communication shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities law of any state. Copies of the applicable prospectus and prospectus supplement relating to the offering may be obtained by contacting J.P. Morgan Securities Inc., 270 Park Avenue, Floor 5, New York, New York 10017, or by calling (212) 270-1477. An electronic copy of the prospectus supplement and the accompanying prospectus will also be available on the website of the Securities and Exchange Commission at http://www.sec.gov.

About CCA

CCA is the nation's largest owner and operator of privatized correctional and detention facilities and one of the largest prison operators in the United States, behind only the federal government and three states. We currently operate 64 facilities, including 44 company-owned facilities, with a total design capacity of approximately 86,000 beds in 19 states and the District of Columbia. We specialize in owning, operating and managing prisons and other correctional facilities and providing inmate residential 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. These services are intended to reduce recidivism and to prepare inmates for their successful re-entry into society upon their release. We also provide health care (including medical, dental and psychiatric services), food services and work and recreational programs.

Forward-Looking Statements

This press release contains statements as to our beliefs and expectations of the outcome of future events that are forward-looking statements as defined within the meaning of the Private Securities Litigation

-more-

Reform Act of 1995. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from the statements made. These include, but are not limited to, the risks and uncertainties associated with: (i) general economic and market conditions, including the impact governmental budgets can have on our per diem rates and occupancy; (ii) fluctuations in our operating results because of, among other things, changes in occupancy levels, competition, increases in cost of operations, fluctuations in interest rates and risks of operations; (iii) our ability to obtain and maintain correctional facility management contracts, including as a result of sufficient governmental appropriations and as a result of inmate disturbances, the timing of the opening of and demand for new prison facilities and the commencement of new management contracts; (iv) changes in the privatization of the corrections and detention industry and the public acceptance of our services; (v) risks associated with judicial challenges regarding the transfer of California inmates to out of state private correctional facilities; (vi) increases in costs to construct or expand correctional facilities that exceed original estimates, or the inability to complete such projects on schedule as a result of various factors, many of which are beyond our control, such as weather, labor conditions and material shortages, resulting in increased construction costs and (vii) the availability of debt and equity financing on favorable terms. Other factors that could cause operating and financial results to differ are described in the filings made from time to time by us with the Securities and Exchange Commission.

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News Release

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Corrections Corporation of America Announces Tender Offer
For Any and All of Its 7 1/2% Senior Notes Due 2011

NASHVILLE, Tenn. – May 19, 2009 — Corrections Corporation of America (NYSE: CXW) (the "Company" or "CCA"), announced today the commencement of a cash tender offer for any and all of its outstanding 7 1/2% Senior Notes due 2011 (the "2011 Notes"). There is currently $450.0 million aggregate principal amount of the 2011 Notes outstanding. In conjunction with the tender offer, the Company is soliciting consents from holders of the 2011 Notes to effect certain proposed amendments to the indenture governing the 2011 Notes. The tender offer and the consent solicitation (the "Offer") are being made pursuant to an Offer to Purchase and Consent Solicitation Statement and a related Consent and Letter of Transmittal, each dated as of May 19, 2009. The Offer will expire at 11:59 p.m., New York City time, on June 16, 2009, unless extended or earlier terminated (the "Expiration Date").

Holders who validly tender their 2011 Notes and provide their consents to the proposed amendments to the indenture governing the 2011 Notes prior to the consent payment deadline of 5:00 p.m., New York City time, on June 2, 2009, unless extended (the "Consent Date"), shall receive the total consideration equal to $1,001.25 per $1,000 principal amount of the 2011 Notes, which includes a consent payment of $1.25 per $1,000 principal amount of the 2011 Notes, plus any accrued and unpaid interest on the 2011 Notes up to, but not including, the payment date.

Holders who validly tender their 2011 Notes and provide their consents to the proposed amendments to the indenture governing the 2011 Notes after the Consent Date but on or prior to the Expiration Date shall receive the tender offer consideration equal to $1,000 per $1,000 principal amount of the 2011 Notes, plus any accrued and unpaid interest on the 2011 Notes up to, but not including, the payment date for such 2011 Notes. Holders of 2011 Notes who tender after the Consent Date will not receive a consent payment.

Upon receipt of the consent of the holders of a majority in aggregate principal amount of the outstanding 2011 Notes, the Company will execute a supplemental indenture effecting the proposed amendments. Except in certain circumstances, 2011 Notes tendered and consents delivered may not be withdrawn or revoked after execution of the supplemental indenture.

The Offer is subject to customary conditions, including, among other things, a requisite consent condition and a financing condition.

This press release is for informational purposes only and is not an offer to buy or the solicitation of an offer to sell with respect to any securities. The Offer is only being made pursuant to the terms of the Offer to Purchase and Consent Solicitation Statement and the related Letter of Transmittal. The Offer is not being made in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. None of CCA, the dealer manager, the information agent, the depositary or their respective affiliates is making any recommendation as to whether or not holders should tender all or any portion of their 2011 Notes in the Offer.

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The Company has engaged J.P. Morgan Securities Inc. to act as dealer manager for the Offer, D.F. King & Co., Inc. to act as information agent for the Offer and U.S. Bank National Association to serve as depositary for the Offer. Requests for documents may be directed to D.F. King & Co., Inc. at (800) 549-6746 (U.S. toll free), or in writing to 48 Wall Street, New York, New York 10005. Questions regarding the offer may be directed to J.P. Morgan Securities Inc. at (212) 270-1477 (collect).

About CCA

CCA is the nation's largest owner and operator of privatized correctional and detention facilities and one of the largest prison operators in the United States, behind only the federal government and three states. We currently operate 64 facilities, including 44 company-owned facilities, with a total design capacity of approximately 86,000 beds in 19 states and the District of Columbia. We specialize in owning, operating and managing prisons and other correctional facilities and providing inmate residential 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. These services are intended to reduce recidivism and to prepare inmates for their successful re-entry into society upon their release. We also provide health care (including medical, dental and psychiatric services), food services and work and recreational programs.

Forward-Looking Statements

This press release contains statements as to our beliefs and expectations of the outcome of future events that are forward-looking statements as defined within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from the statements made. These include, but are not limited to, the risks and uncertainties associated with: (i) general economic and market conditions, including the impact governmental budgets can have on our per diem rates and occupancy; (ii) fluctuations in our operating results because of, among other things, changes in occupancy levels, competition, increases in cost of operations, fluctuations in interest rates and risks of operations; (iii) our ability to obtain and maintain correctional facility management contracts, including as a result of sufficient governmental appropriations and as a result of inmate disturbances, the timing of the opening of and demand for new prison facilities and the commencement of new management contracts; (iv) changes in the privatization of the corrections and detention industry and the public acceptance of our services; (v) risks associated with judicial challenges regarding the transfer of California inmates to out of state private correctional facilities; (vi) increases in costs to construct or expand correctional facilities that exceed original estimates, or the inability to complete such projects on schedule as a result of various factors, many of which are beyond our control, such as weather, labor conditions and material shortages, resulting in increased construction costs and (vii) the availability of debt and equity financing on favorable terms. Other factors that could cause operating and financial results to differ are described in the filings made from time to time by us with the Securities and Exchange Commission.

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