

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): September 29, 2021 (September 29, 2021)

CoreCivic, Inc.

(Exact name of registrant as specified in its charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

001-16109
(Commission
File Number)

62-1763875
(I.R.S. Employer
Identification No.)

5501 Virginia Way, Brentwood, Tennessee 37027
(Address of principal executive offices) (Zip Code)

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

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock	CXW	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement

On September 29, 2021, CoreCivic, Inc., a Maryland corporation (the “Company”), completed the previously announced tack-on public offering of \$225.0 million aggregate principal amount of 8.25% senior unsecured notes due 2026 (the “Additional Notes”), which are fully and unconditionally guaranteed, on a senior unsecured basis, by the Guarantors (as defined below) (the “Guarantees”).

The terms of the Additional Notes are governed by an indenture, dated as of September 25, 2015 (the “Base Indenture”), by and between the Company, as issuer, and Regions Bank (as successor to U.S. Bank National Association), as trustee (the “Trustee”), as amended and supplemented by the third supplemental indenture dated as of April 14, 2021 (the “Third Supplemental Indenture”), by and among the Company, the Trustee, and the subsidiary guarantors set forth therein, and as further amended and supplemented by the fourth supplemental indenture dated as of September 29, 2021 (the “Fourth Supplemental Indenture”, and together with the Third Supplemental Indenture, the “Supplemental Indenture”), by and among the Company, the Trustee, and the subsidiary guarantors set forth therein (the “Guarantors”). As set forth in the Supplemental Indenture, interest on the Additional Notes will be payable semi-annually in cash in arrears on April 15 and October 15 of each year, beginning October 15, 2021, and will mature on April 15, 2026.

The Additional Notes are general unsecured senior obligations of the Company, ranking equal in right of payment with existing and future senior unsecured indebtedness, including \$174.0 million principal amount of 4.625% senior notes due 2023, and \$250.0 million principal amount of 4.75% senior notes due 2027. The Additional Notes are effectively junior to all of our existing and future secured indebtedness, including amounts outstanding under our credit facilities, to the extent of the value of the collateral securing such indebtedness. The Guarantees rank equally in right of payment with the applicable Guarantor’s existing and future senior unsecured indebtedness and senior in right of payment to any future subordinated indebtedness of such Guarantor. The Guarantees are effectively junior to any secured indebtedness of any Guarantor, including guarantees of our credit facilities, to the extent of the value of the assets securing such indebtedness. The Additional Notes are structurally junior to all indebtedness and other obligations of the Company’s subsidiaries that do not guarantee the Additional Notes.

At any time before April 15, 2024, the Additional Notes are redeemable at our election, in whole or in part, at a redemption price equal to the greater of:

(1) 100% of the aggregate principal amount of the Additional Notes to be redeemed; and

(2) as determined by an Independent Investment Banker (as defined in the Supplemental Indenture), the sum of the present values as of such redemption date of (i) the redemption price of the Additional Notes on April 15, 2024 (set forth in the immediately following paragraph) and (ii) the remaining scheduled payments of interest on the Additional Notes to be redeemed through April 15, 2024 (not including any portion of such payments of interest accrued to the date of redemption) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (as defined in the Supplemental Indenture) for the Additional Notes, plus 50 basis points;

plus, in either of the above cases, accrued and unpaid interest to the date of redemption on the Additional Notes to be redeemed.

On or after April 15, 2024, the Additional Notes are redeemable at our election, in whole or in part, at the redemption prices (expressed as percentages of the principal amount thereof) set forth below, plus accrued and unpaid interest thereon to, but not including, the redemption date, if redeemed during the 12-month period beginning on April 15 of each of the years indicated below:

Year	Percentage
2024	104.125%
2025 and thereafter	100.000%

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the person in whose name the Additional Note is registered at the close of business on such record date.

Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Additional Notes or portions thereof called for redemption. The Additional Notes called for redemption become due on the date fixed for redemption.

If we experience certain kinds of changes of control, we must offer to purchase the Additional Notes at a redemption price equal to 101% of the principal amount, plus any accrued and unpaid interest if any, to the date of purchase.

The Supplemental Indenture contains covenants that limit, among other things, our ability and the ability of some of our subsidiaries to: (i) incur indebtedness; (ii) pay dividends, prepay indebtedness ranking junior to the Additional Notes or make investments; (iii) incur certain liens; and (iv) consolidate, merge or transfer all or substantially all of our assets.

The foregoing description of the Base Indenture and the Supplemental Indenture, including the Form of 8.25% Note due 2026 attached thereto, does not purport to be complete and each such description is qualified in its entirety by reference to the Base Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Form of 8.25% Note due 2026, as applicable, copies of which are filed as Exhibit 4.1, 4.2, 4.3 and 4.4, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation

The information set forth above under Item 1.01 is hereby incorporated by reference into this Item 2.03.

Item 8.01 Other Events

Certain legal opinions relating to the legality of the Additional Notes and the Guarantees are attached as Exhibits 5.1, 5.2, 5.3, 5.4, 5.5, 5.6 and 5.7 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

[4.1](#) Indenture, dated as of September 25, 2015, by and between the Company and Regions Banks, successor-in-interest to U.S. Bank National Association, as Trustee (previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the SEC on September 25, 2015 and incorporated herein by this reference).

[4.2](#) Third Supplemental Indenture, dated as of April 14, 2021, by and among the Company, certain subsidiary guarantors and Regions Bank, as Trustee (previously filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the SEC on April 14, 2021 and incorporated herein by this reference).

4.3	Fourth Supplemental Indenture, dated as of September 29, 2021, by and among the Company, certain subsidiary guarantors and Regions Bank, as Trustee.
4.4	Form of 8.25% Note due 2026 (incorporated by reference to Exhibit A to Exhibit 4.2 hereof).
5.1	Opinion of Bass, Berry & Sims PLC.
5.2	Opinion of Miles & Stockbridge P.C., as to matters of Maryland law.
5.3	Opinion of Brownstein Hyatt Farber Schreck, LLP, as to matters of Nevada law.
5.4	Opinion of Brownstein Hyatt Farber Schreck, LLP, as to matters of Colorado law.
5.5	Opinion of Brownstein Hyatt Farber Schreck, LLP, as to matters of California law.
5.6	Opinion of McAfee & Taft, as to matters of Oklahoma law.
5.7	Opinion of Liechty, McGinnis, Berryman & Bowen, LLP, as to matters of Texas law.
23.1	Consent of Bass, Berry & Sims PLC (included in Exhibit 5.1).
23.2	Consent of Miles & Stockbridge P.C. (included in Exhibit 5.2).
23.3	Consent of Brownstein Hyatt Farber Schreck, LLP (included in Exhibits 5.3 , 5.4 and 5.5).
23.4	Consent of McAfee & Taft (included in Exhibit 5.6).
23.5	Consent of Liechty, McGinnis, Berryman & Bowen, LLP (included in Exhibit 5.7).
104	Cover Page Interactive Data File. The cover page XBRL tags are embedded within the inline XBRL document (contained in Exhibit 101).

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: September 29, 2021

CORECIVIC, INC.

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

FOURTH SUPPLEMENTAL INDENTURE

FOURTH SUPPLEMENTAL INDENTURE dated as of September 29, 2021 (this "Fourth Supplemental Indenture"), among CoreCivic, Inc., a Maryland corporation (the "Issuer"), each of the Guarantors named herein, as Guarantors, and Regions Bank, existing under the laws of the United States of America, as Trustee (the "Trustee").

WITNESSETH

WHEREAS, the Issuer, the Trustee and the Guarantors have heretofore executed and delivered the indenture dated as of September 25, 2015 (the "Base Indenture"), to provide for the issuance from time to time of Securities (as defined in the Base Indenture) in one or more Series (as defined in the Base Indenture); and

WHEREAS, pursuant to the terms of the Base Indenture, the Issuer, the Guarantors and the Trustee have heretofore executed and delivered the Third Supplemental Indenture dated as of April 14, 2021 (the "Third Supplemental Indenture"; the Base Indenture, as amended and supplemented by the Third Supplemental Indenture hereinafter referred to as the "Existing Indenture") providing for the establishment of a new Series of Securities under the Base Indenture to be known as its "8.25% Senior Notes due 2026" (the "Notes"); and

WHEREAS, pursuant to the Existing Indenture, the Issuer issued Notes in the aggregate, original principal amount of \$450 million on April 14, 2021 (the "Initial Notes"); and

WHEREAS, the Issuer and the Guarantors desire to execute and deliver this Fourth Supplemental Indenture to provide for the issuance of \$225,000,000 in aggregate principal amount of Additional Notes, having terms identical to the Initial Notes, other than the issue date and the issue price (the "Additional 2026 Notes" and, together with the Initial Notes, the "Notes"); and

WHEREAS, pursuant to Section 9.01 of the Existing Indenture, the Issuer, the Guarantors and the Trustee are authorized to execute and deliver this Fourth 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 Existing Indenture.
 2. ADDITIONAL NOTES. In accordance with Section 2.01 and 4.13 of the Existing Indenture, the Issuer hereby issues the Additional 2026 Notes as Additional Notes under the Existing Indenture, having terms identical to the Initial Notes (other than the issue date and the issue price), at an issue price of 102.25% of the principal amount thereof, plus accrued and unpaid interest from April 14, 2021. The Initial Notes and the Additional 2026 Notes shall be treated as a single class of Securities under the Existing Indenture.
 3. AUTHENTICATION OF ADDITIONAL 2026 NOTES. The Trustee shall, pursuant to an Authentication Order delivered in accordance with Section 2.02 of the Existing Indenture, authenticate and deliver the Additional 2026 Notes for the aggregate principal amount specified in such Authentication Order.
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4. RATIFICATION OF EXISTING INDENTURE. Except as expressly amended and supplemented hereby, the Existing Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Fourth Supplemental Indenture shall form a part of the Existing Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The rights, protections and indemnities provided to the Trustee under the Existing Indenture shall apply to any action (or inaction) of the Trustee in connection herewith, including in connection with the execution and delivery of this Fourth Supplemental Indenture.

6. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Issuers or the Guarantors, as such, shall have any liability for any obligations of the Issuer or the Guarantors under the Notes, any Guarantees, the Existing Indenture or this Fourth 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 FOURTH 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 Fourth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile, PDF or other electronic transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. The exchange of copies of this Indenture and of signature pages by facsimile, PDF or other electronic transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, PDF or other electronic methods shall be deemed to be their original signatures for all purposes. Unless otherwise provided in this Indenture or in any Note, the words “execute”, “execution”, “signed”, and “signature” and words of similar import used in or related to any document to be signed in connection with this Indenture, any Note or any of the transactions contemplated hereby (including amendments, waivers, consents and other modifications) shall be deemed to include electronic signatures and the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as applicable, to the fullest extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, and any other similar state laws based on the Uniform Electronic Transactions Act; *provided that*, notwithstanding anything to the contrary set forth herein, the Trustee is under no obligation to agree to accept electronic signatures in any form or format unless expressly agreed to by the Trustee pursuant to procedures approved by the Trustee.

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 (i) the validity or sufficiency of this Fourth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer and the Guarantors, (ii) the proper authorization hereof by the Issuer and the Guarantors by action or otherwise, (iii) the due execution hereof by the Issuer and the Guarantors or (iv) the consequences of any amendment herein provided for.

[signature pages follow]

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

Dated: September 29, 2021

ISSUER:

CORECIVIC, INC.

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

GUARANTORS:

ACS CORRECTIONS OF TEXAS, L.L.C.
AVALON CORPUS CHRISTI TRANSITIONAL CENTER, LLC
AVALON TULSA, L.L.C.
CARVER TRANSITIONAL CENTER, L.L.C.
EP HORIZON MANAGEMENT, LLC
FORT WORTH TRANSITIONAL CENTER, L.L.C.
SOUTHERN CORRECTIONS SYSTEMS OF WYOMING, L.L.C.
TURLEY RESIDENTIAL CENTER, L.L.C.

By: Avalon Correctional Services, Inc.,
Its sole member

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

CORECIVIC TRS, LLC
CCA SOUTH TEXAS, LLC
CORECIVIC, LLC
CORRECTIONAL ALTERNATIVES, LLC

By: CoreCivic, Inc.,
Its sole member

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

CORECIVIC OF TENNESSEE, LLC

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

TRANSCOR AMERICA, LLC

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

AVALON TRANSITIONAL CENTER DALLAS, LLC
CCA HEALTH SERVICES, LLC
CCA INTERNATIONAL, LLC
CORECIVIC GOVERNMENT SOLUTIONS, LLC
PRISON REALTY MANAGEMENT, LLC
TECHNICAL AND BUSINESS INSTITUTE OF AMERICA, LLC

By: CoreCivic of Tennessee, LLC,
Its sole member

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

AVALON CORRECTIONAL SERVICES, INC.

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

CORRECTIONAL MANAGEMENT, INC.
CORECIVIC OF TALLAHASSEE, LLC
TIME TO CHANGE, INC.

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

RECOVERY MONITORING SOLUTIONS CORPORATION

By: /s/ Cole G. Carter

Name: Cole G. Carter

Title: Executive Vice President, General Counsel and Secretary

GREEN LEVEL REALTY, LLC

By: Time to Change, Inc.,
Its sole member

By: /s/ David M. Garfinkle

Name: David M. Garfinkle

Title: Executive Vice President & Chief Financial Officer

ROCKY MOUNTAIN OFFENDER

MANAGEMENT SYSTEMS, LLC

NATIONAL OFFENDER MANAGEMENT SYSTEMS, LLC

By: Recovery Monitoring Solutions Corporation,
Its sole member and manager

By: /s/ Cole G. Carter

Name: Cole G. Carter

Title: Executive Vice President, General Counsel and Secretary

TRUSTEE:

REGIONS BANK, as Trustee

By: /s/ Kristine Prall
Authorized Signatory

BASS BERRY SIMS PLC

150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201
(615) 742-6200

September 29, 2021

CoreCivic, Inc.
5501 Virginia Way
Brentwood, Tennessee 37027

Ladies and Gentlemen:

We have acted as counsel to CoreCivic, Inc., a Maryland corporation ("**CoreCivic**"), and special counsel to the subsidiary guarantors of CoreCivic listed on Schedule I attached hereto (the "**Subsidiary Guarantors**"), in connection with the sale and issuances of the 8.25% Senior Notes due 2026 in the aggregate principal amount of \$225,000,000 (the "**Notes**") and the related guarantees of such Notes issued by the Subsidiary Guarantors (the "**Guarantees**") under the indenture, dated September 25, 2015 (the "**Base Indenture**"), between CoreCivic and Regions Bank, as successor to U.S. Bank National Association, as trustee (the "**Trustee**"), as supplemented by the the third supplemental indenture, dated April 14, 2021, among CoreCivic, the Subsidiary Guarantors and the Trustee, and the fourth supplemental indenture, dated September 29, 2021, among CoreCivic, the Subsidiary Guarantors and the Trustee (together with the Base Indenture, the "**Indenture**"). Such issuance is pursuant to CoreCivic's (i) Registration Statement on Form S-3ASR initially filed on April 6, 2021 (File No. 333-255070) with the Securities and Exchange Commission (the "**Commission**") (the "**Registration Statement**"), (ii) a base prospectus, dated April 6, 2021, included as part of the Registration Statement, (iii) a preliminary prospectus supplement, dated September 22, 2021 (together with the base prospectus, the "**Preliminary Prospectus**"), (iv) the document identified by CoreCivic as an "issuer free writing prospectus" (within the meaning of Rule 433 and Rule 405 of the Securities Act) (the "**IFWP**") and filed with the Commission on September 22, 2021, (v) a prospectus supplement, dated September 22, 2021 (together with the base prospectus, the "**Prospectus**"), and (vi) the underwriting agreement, dated September 22, 2021 (the "**Underwriting Agreement**"), among CoreCivic, the Subsidiary Guarantors, Imperial Capital LLC, as representative of the several underwriters named on Schedule A attached thereto (the "**Underwriters**").

In rendering our opinions herein, we have relied upon certificates signed by officers of CoreCivic and the Subsidiary Guarantors with respect to various factual matters without having independently verified such factual matters, and certificates, correspondence and representations from public officials referred to below. We are opining herein as to the Delaware Limited Liability Company Act and the Tennessee Revised Limited Liability Company Act, as applicable to those certain Subsidiary Guarantors organized under such Delaware and Tennessee laws, respectively, listed on Schedule II hereto (the "**Specified Guarantors**"), and, with respect to the opinions set forth in paragraphs 3, 4, and 5 below, the internal laws of the State of New York, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware and Tennessee, any laws other than the limited liability company acts listed above, or as to any matters of municipal law or the laws of any local agencies within any state. We call to your attention that certain of the Subsidiary Guarantors are also organized or incorporated, as the case may be, in the States of California, Colorado, Maryland, Nevada, Oklahoma and Texas, as indicated in Schedule I hereto. Various matters concerning the laws of the States of California, Colorado and Nevada are addressed in the letter of Brownstein Hyatt Farber Schreck, LLP. Various matters concerning the laws of the States of Maryland, Oklahoma and Texas are addressed in the letters of Miles & Stockbridge P.C., McAfee & Taft a Professional Corporation, and Liechty, McGinnis, Berryman & Bowen, LLP, respectively. We express no opinion with respect to those matters.

We have assumed that all documents referenced below are the valid and binding obligations of and enforceable against the parties thereto. 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, the legal capacity of all natural persons and, as to certificates, representations and correspondence from public officials, we have assumed the same to have been properly given and to be accurate.

To the extent our opinion set forth below relates to the enforceability of the choice of New York law and choice of New York forum provisions of the Indenture and the Notes, our opinion is rendered in reliance upon N.Y. Gen. Oblig. Law §§5-1401, 5-1402 (McKinney 2001) and N.Y. C.P.L.R. 327(b) (McKinney 2001) and is subject to the qualification that such enforceability may be limited by public policy considerations of any jurisdiction, other than the courts of the State of New York, in which enforcement of such provisions, or of a judgment upon an agreement containing such provisions, is sought. We have also assumed that CoreCivic and the Specified Guarantors have complied with all aspects of applicable laws of jurisdictions other than the State of New York in connection with the transactions contemplated by the Indenture. We do not express any opinion with respect to the law of any jurisdiction other than those laws specified herein or as to the effect of any such non-covered law on the opinions herein stated or the securities or “blue sky” laws of any jurisdiction. The opinions expressed in this opinion letter are strictly limited to the matters stated in this opinion letter and no other opinions are to be implied.

In connection with issuing this opinion, we have reviewed originals or copies of the following documents (the “*Reference Documents*”):

- (a) The Registration Statement;
 - (b) The Prospectus;
 - (c) The certified articles of organization or certificates of organization of the Specified Guarantors, as certified by the Secretary of State offices of the State of Tennessee and the State of Delaware, as applicable, as of a recent date;
 - (d) The operating agreements of the Specified Guarantors;
 - (e) The certificates signed by officers of CoreCivic and the Subsidiary Guarantors with respect to various factual matters;
 - (f) The Indenture, including the Notes and the Guarantees;
 - (g) The Underwriting Agreement;
 - (h) Evidence of good standing from the Secretary of State offices of the State of Tennessee and the State of Delaware for each of the Specified Guarantors, as applicable, issued as of a recent date; and
 - (i) Such other documents we have deemed appropriate or necessary for issuance of this opinion.
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Our opinion is rendered as of the date hereof, and we assume no obligation to advise you of any changes in the facts or law relating to the matters covered by this opinion that may hereafter come to our attention.

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

1. The Indenture has been duly authorized, executed and delivered by all necessary corporate action of the Specified Guarantors.
2. The Guarantees have been duly authorized by proper action of the governing bodies of each of the Specified Guarantors in accordance with their governing documents.
3. The Notes have been duly authorized, executed, authenticated, issued and delivered in accordance with the Underwriting Agreement and the Indenture, and have been issued and sold as contemplated in the Registration Statement and the Prospectus. The Guarantees have been duly authorized, executed, issued and delivered in accordance with the Underwriting Agreement and the Indenture.
4. The Notes are the legally valid and binding obligations of CoreCivic, enforceable against CoreCivic in accordance with their terms.
5. The Guarantees are legally valid and binding obligations of the Subsidiary Guarantors and enforceable against the Subsidiary Guarantors in accordance with their respective terms.
6. Each of the Specified Guarantors has the requisite limited liability company power to execute, deliver and perform its respective obligations under the Underwriting Agreement, including guaranteeing the Notes pursuant to the terms of, and to perform its obligations under, the Indenture.

The opinions expressed above with respect to the valid and binding nature of obligations may be limited by the following exceptions, limitations and qualifications: (i) the effect of bankruptcy, insolvency, reorganization, receivership, moratorium or other laws affecting creditors' rights (including, without limitation, the effect of statutory and other law regarding fraudulent conveyances, fraudulent transfers and preferential transfers); (ii) the exercise of judicial discretion and the application of principles of equity, good faith, fair dealing, reasonableness, conscionability and materiality, regardless of whether the Notes are considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief); (iii) the unenforceability under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy; and (iv) the unenforceability of any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy. The opinions rendered herein do not include opinions with respect to compliance with laws relating to permissible rates of interest.

With your consent, we have assumed (a) that the Indenture, the Guarantees, and the Notes (collectively, the "**Documents**") have been duly authorized, executed and delivered by the parties thereto other than CoreCivic and each of the Specified Guarantors, (b) that the Documents constitute legally valid and binding obligations of the parties thereto other than CoreCivic and each of the Specified Guarantors, enforceable against each of them in accordance with their respective terms, and (c) that the status of the Documents as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities.

This opinion is limited to the matters expressly stated herein, and no opinions are to be inferred or may be implied beyond the opinions expressly so stated.

We hereby consent to the filing of this opinion letter as an exhibit to a Current Report on Form 8-K filed September 29, 2021 and to the reference to our firm under the heading "Legal Matters" in the Prospectus. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Bass, Berry & Sims PLC

Schedule I

Subsidiary Guarantors

Corporation or LLC	Jurisdiction of Organization
CoreCivic, Inc.	Maryland
ACS Corrections of Texas, L.L.C.	Texas
Avalon Corpus Christi Transitional Center, LLC	Texas
Avalon Correctional Services, Inc.	Nevada
Avalon Transitional Center Dallas, LLC	Texas
Avalon Tulsa, L.L.C.	Oklahoma
Carver Transitional Center, L.L.C.	Oklahoma
CCA Health Services, LLC	Tennessee
CCA International, LLC	Delaware
CCA South Texas, LLC	Maryland
CoreCivic, LLC	Delaware
CoreCivic Government Solutions, LLC	Maryland
CoreCivic of Tallahassee, LLC	Maryland
CoreCivic of Tennessee, LLC	Tennessee
CoreCivic TRS, LLC	Maryland
Correctional Alternatives, LLC	California
Correctional Management, Inc.	Colorado
EP Horizon Management, LLC	Texas
Fort Worth Transitional Center, L.L.C.	Oklahoma
Green Level Realty, LLC	Colorado
National Offender Management Systems, LLC	Colorado
Prison Realty Management, LLC	Tennessee
Recovery Monitoring Solutions Corporation	Texas
Rocky Mountain Offender Management Systems, LLC	Colorado
Southern Corrections Systems of Wyoming, L.L.C.	Oklahoma
Technical and Business Institute of America, LLC	Tennessee
Time To Change, Inc.	Colorado
TransCor America, LLC	Tennessee
Turley Residential Center, L.L.C.	Oklahoma

Schedule II

Specified Guarantors

Delaware limited liability company Subsidiary Guarantors

- CCA International, LLC
- CoreCivic, LLC

Tennessee limited liability company Subsidiary Guarantors

- CoreCivic of Tennessee, LLC
 - CCA Health Services, LLC
 - Prison Realty Management, LLC
 - Technical and Business Institute of America, LLC
 - TransCor America, LLC
-



September 29, 2021

CoreCivic, Inc.
5501 Virginia Way
Brentwood, Tennessee 37027

Re: CoreCivic, Inc.

Ladies and Gentlemen:

We have acted as special Maryland counsel to CoreCivic, Inc., a Maryland corporation (the “Company”), CCA South Texas, LLC, a Maryland limited liability company (“CCA South Texas”), CoreCivic Government Solutions, LLC, a Maryland limited liability company (“CC Government Solutions”), CoreCivic of Tallahassee, LLC, a Maryland limited liability company (“CC Tallahassee”), and CoreCivic TRS, LLC, a Maryland limited liability company (together with CCA South Texas, CC Government Solutions and CC Tallahassee, the “Maryland Subsidiary Guarantors”), in connection with the issuance and sale by the Company of \$225,000,000.00 aggregate principal amount of its 8.25% Senior Notes due 2026 (the “Notes”) to be guaranteed on a senior unsecured basis by certain subsidiaries of the Company (including the Maryland Subsidiary Guarantors, the “Guarantors”), pursuant to the prospectus supplement dated September 22, 2021 (the “Prospectus Supplement”), supplementing the prospectus dated April 6, 2021 (together with the Prospectus Supplement, the “Prospectus”) that forms a part of the Company’s registration statement on Form S-3 (Reg. No. 333-255070), the “Registration Statement”) filed with the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “Securities Act”), on April 6, 2021.

The Notes will be issued pursuant to the Indenture, dated as of September 25, 2015 (the “Base Indenture”), between the Company and Regions Bank, as successor to U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by the Third Supplemental Indenture, dated as of April 14, 2021 (the “Third Supplemental Indenture”), among the Company, the Guarantors and the Trustee, as further supplemented by the Fourth Supplemental Indenture, dated as of September 29, 2021, (the “Fourth Supplemental Indenture” and, together with the Third Supplemental Indenture, the “Supplemental Indentures”; the Base Indenture and the Supplemental Indentures, collectively, the “Indenture”), among the Company, the Guarantors and the Trustee.

100 Light Street | Baltimore, MD 21202 | 410.727.6464 | milesstockbridge.com
EASTON, MD • FREDERICK, MD • RICHMOND, VA • ROCKVILLE, MD • TYSONS CORNER, VA • WASHINGTON, D.C.

In our capacity as special Maryland counsel to the Company and the Maryland Subsidiary Guarantors and for the purposes of the opinions expressed herein, we have reviewed such corporate records, certificates and documents as we considered necessary for the purposes of the opinions expressed herein.

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

1. The Company is validly existing as a corporation in good standing under the laws of the State of Maryland.
2. The Company has the corporate power to execute, deliver and perform its obligations under the Indenture and the Notes and to issue the Notes.
3. The execution and delivery by the Company of the Indenture and the performance of its obligations thereunder, including issuance of the Notes, have been duly authorized by the Company.
4. Each Maryland Subsidiary Guarantor is validly existing as a limited liability company in good standing under the laws of the State of Maryland.
5. Each Maryland Subsidiary Guarantor has the limited liability company power to execute, deliver and perform its obligations under the Supplemental Indentures, including its guarantee of the Notes.
6. The execution and delivery by each Maryland Subsidiary Guarantor of the Supplemental Indentures and the performance of its obligations thereunder, including guaranteeing the Notes in accordance with the provisions of the Indenture, have been duly authorized by the Maryland Subsidiary Guarantors.

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.

We have relied as to factual matters on information obtained from public officials and officers or representatives of the Company and the Maryland Subsidiary Guarantors. In giving our opinions set forth in numbered opinion paragraphs 1 and 4 above, our opinions are based solely on good standing certificates issued by the State Department of Assessments and Taxation of the State of Maryland on September 8, 2021, with respect to the Company and each of the Maryland Subsidiary Guarantors.

We express no opinion with respect to the laws of, or the effect or applicability of the laws of, any jurisdiction other than 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. The opinions expressed herein are limited to the matters set forth in this letter and no other opinion should be inferred beyond the matters expressly stated.

We hereby consent to the use of our name under the heading "Legal Matters" in the Prospectus and to the filing of this letter as an exhibit to the Company's Current Report on Form 8-K on the date hereof, which Form 8-K will be incorporated by reference into the Registration Statement. In giving our consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC thereunder.

Very truly yours,

Miles & Stockbridge P.C.

By: /s/ J.W. Thompson Webb
Principal



Brownstein Hyatt Farber Schreck, LLP

702.382.2101
100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106

September 29, 2021

CoreCivic, Inc.
5501 Virginia Way
Brentwood, Tennessee 37027

To the addressee set forth above:

We have acted as local Nevada counsel to CoreCivic, Inc., a Maryland corporation (the "Company"), and Avalon Correctional Services, Inc., a Nevada corporation (the "Nevada Subsidiary Guarantor"), in connection with the registration under the Securities Act of 1933, as amended (the "Act"), pursuant to the Registration Statement on Form S-3 (File No. 333-255070) filed by the Company with the Securities and Exchange Commission (the "Commission"), including the prospectus dated April 6, 2021 contained therein, as supplemented by the prospectus supplement dated September 22, 2021 (the "Prospectus Supplement") filed with the Commission (as so supplemented, the "Registration Statement"), of \$225,000,000 aggregate principal amount of the Company's 8.25% Senior Notes due 2026 (the "Notes"), issued pursuant to (i) that certain Base Indenture, dated as of September 25, 2015, by and between the Company and Regions Bank, as successor to U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented by that certain Third Supplemental Indenture, dated as of April 14, 2021, and that certain Fourth Supplemental Indenture, dated as of September 29, 2021 (the "Fourth Supplemental Indenture"), by and among the Company, the Guarantors (as defined therein) party thereto, including the Nevada Subsidiary Guarantor, and the Trustee (as so amended and supplemented, the "Indenture"), and (ii) that certain Underwriting Agreement, dated as of September 22, 2021 (the "Underwriting Agreement"), by and among Imperial Capital, LLC, as representative of the several underwriters named in Schedule A thereto, the Company and the Notes Guarantors (as defined therein) party thereto, including the Nevada Subsidiary Guarantor.

In our capacity as such counsel, we are familiar with the proceedings taken and proposed to be taken by the Company and the Nevada Subsidiary Guarantor in connection with the registration of the Notes and the guarantee thereof by the Nevada Subsidiary Guarantor pursuant to the Indenture, as described in the Registration Statement. For purposes of this opinion letter, and except to the extent set forth in the opinions below, we have assumed all such proceedings have been timely completed or will be timely completed in the manner presently proposed in the Registration Statement and the Indenture.

For purposes of issuing this opinion letter, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction as being true copies of (i) the Registration Statement, (ii) the Indenture, (iii) the Underwriting Agreement, (iv) the articles of incorporation and bylaws, each as amended to date, of the Nevada Subsidiary Guarantor, (v) the resolutions of the board of directors of the Nevada Subsidiary Guarantor with respect to the Notes and the guarantee thereof by the Nevada Subsidiary Guarantor pursuant to the Indenture and (vi) such other documents, agreements, instruments and corporate records and proceedings as we have deemed necessary or appropriate for purposes of issuing this opinion letter. We have also obtained from officers and other representatives of the Nevada Subsidiary Guarantor and from public officials, and have relied upon, such certificates, representations, assurances and public filings as we have deemed necessary or appropriate for the purpose of issuing the opinions set forth herein.

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Without limiting the generality of the foregoing, in issuing this opinion letter, we have, with your permission, assumed without independent verification that (i) the statements of fact and representations and warranties set forth in the documents we have reviewed are true and correct as to factual matters, in each case of the date or dates of such documents and as of the date hereof; (ii) each natural person executing a document has sufficient legal capacity to do so; (iii) all documents submitted to us as originals are authentic, the signatures on all documents that we have examined are genuine, and all documents submitted to us as certified, conformed, photostatic, electronic or facsimile copies conform to the original documents; and (iv) all corporate records made available to us by the Nevada Subsidiary Guarantor, and all public records we have reviewed, are accurate and complete.

We are qualified to practice law in the State of Nevada. The opinions set forth herein are expressly limited to and based exclusively on the general corporate laws of the State of Nevada in effect on the date hereof, and we do not purport to be experts on, or to express any opinion with respect to the applicability or effect of, the laws of any other jurisdiction. We express no opinion herein concerning, and we assume no responsibility as to laws or judicial decisions related to, or any orders, consents or other authorizations or approvals as may be required by, any federal laws, rules or regulations, including, without limitation, any federal securities laws, rules or regulations, or any state securities or "Blue Sky" laws, rules or regulations.

Based on the foregoing and in reliance thereon, and having regard to legal considerations and other information that we deem relevant, we are of the opinion that:

1. The Nevada Subsidiary Guarantor is validly existing as a corporation and in good standing under the laws of the State of Nevada.
2. The Nevada Subsidiary Guarantor has the corporate power and authority to enter into the Underwriting Agreement and the Fourth Supplemental Indenture and to perform its obligations thereunder and under the Indenture.
3. The execution and delivery by the Nevada Subsidiary Guarantor of the Underwriting Agreement and the Fourth Supplemental Indenture and the performance by the Nevada Subsidiary Guarantor of its obligations thereunder and under the Indenture have been duly authorized by the Nevada Subsidiary Guarantor.
4. The Fourth Supplemental Indenture and the Underwriting Agreement have been duly executed and delivered by the Nevada Subsidiary Guarantor.

The opinions expressed herein are based upon the applicable laws of the State of Nevada and the facts in existence on the date hereof. In delivering this opinion letter to you, we disclaim any obligation to update or supplement the opinions set forth herein or to apprise you of any changes in such laws or facts after the later of the date hereof and the filing date of the Prospectus Supplement. No opinion is offered or implied as to any matter, and no inference may be drawn, beyond the strict scope of the specific issues expressly addressed by the opinions set forth herein.

We hereby consent to your filing this opinion letter as an exhibit to a Current Report on Form 8-K, and the reference to our firm in the Prospectus under the heading “Legal Matters”. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. Subject to all of the qualifications, limitations, exceptions, restrictions and assumptions set forth herein, Bass, Berry & Sims PLC may rely on this opinion letter as if it were an addressee hereof on this date for the sole purpose of issuing its opinion letter to the Company relating to the registration of the Notes, as filed with the Commission as an exhibit to the Current Report on Form 8-K.

Very truly yours,
/s/ Brownstein Hyatt Farber Schreck, LLP



Brownstein Hyatt Farber Schreck, LLP

303.223.1100
410 Seventeenth Street, Suite 2200
Denver, Colorado 80202

September 29, 2021

CoreCivic, Inc.
5501 Virginia Way
Brentwood, Tennessee 37027

To the addressee set forth above:

We have acted as local Colorado counsel to CoreCivic, Inc., a Maryland corporation (the "Company"), Correctional Management, Inc., a Colorado corporation ("CMI"), Time to Change, Inc., a Colorado corporation ("TTC"), Green Level Realty LLC, a Colorado limited liability company ("GLR"), Rocky Mountain Offender Management Systems, LLC, a Colorado limited liability company ("RMOMS"), and National Offender Management Systems, LLC, a Colorado limited liability company (together with CMI, TTC, GLR and RMOMS, the "Colorado Subsidiary Guarantors"), in connection with the registration under the Securities Act of 1933, as amended (the "Act"), pursuant to the Registration Statement on Form S-3 (File No. 333-255070) filed by the Company with the Securities and Exchange Commission (the "Commission"), including the prospectus dated April 6, 2021 contained therein, as supplemented by the prospectus supplement dated September 22, 2021 (the "Prospectus Supplement") filed with the Commission (as so supplemented, the "Registration Statement"), of \$225,000,000 aggregate principal amount of the Company's 8.25% Senior Notes due 2026 (the "Notes"), issued pursuant to (i) that certain Base Indenture, dated as of September 25, 2015, by and between the Company and Regions Bank, as successor to U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented by that certain Third Supplemental Indenture, dated as of April 14, 2021, and that certain Fourth Supplemental Indenture, dated as of September 29, 2021 (the "Fourth Supplemental Indenture"), by and among the Company, the Guarantors (as defined therein) party thereto, including the Colorado Subsidiary Guarantors, and the Trustee (as so amended and supplemented, the "Indenture"), and (ii) that certain Underwriting Agreement, dated as of September 22, 2021 (the "Underwriting Agreement"), by and among Imperial Capital LLC, as representative of the several underwriters named in Schedule A thereto, the Company and the Notes Guarantors (as defined therein) party thereto, including the Colorado Subsidiary Guarantors.

In our capacity as such counsel, we are familiar with the proceedings taken and proposed to be taken by the Company and the Colorado Subsidiary Guarantors in connection with the registration of the Notes and the guarantee thereof by the Colorado Subsidiary Guarantors pursuant to the Indenture, as described in the Registration Statement. For purposes of this opinion letter, and except to the extent set forth in the opinions below, we have assumed all such proceedings have been timely completed or will be timely completed in the manner presently proposed in the Registration Statement and the Indenture

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For purposes of issuing this opinion letter, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction as being true copies of (i) the Registration Statement, (ii) the Indenture, (iii) the Underwriting Agreement, (iv) the articles of incorporation and bylaws, or articles of organization and operating agreement, as applicable, each as amended to date, of each of the Colorado Subsidiary Guarantors, (v) the resolutions of the board of directors, sole manager or sole member, as applicable, of each of the Colorado Subsidiary Guarantors with respect to the Notes and the guarantee thereof by the Colorado Subsidiary Guarantors pursuant to the Indenture and (vi) such other documents, agreements, instruments and corporate records and proceedings as we have deemed necessary or appropriate for purposes of issuing this opinion letter. We have also obtained from officers and other representatives of the Colorado Subsidiary Guarantors and from public officials, and have relied upon, such certificates, representations, assurances and public filings as we have deemed necessary or appropriate for the purpose of issuing the opinions set forth herein.

Without limiting the generality of the foregoing, in issuing this opinion letter, we have, with your permission, assumed without independent verification that (i) the statements of fact and representations and warranties set forth in the documents we have reviewed are true and correct as to factual matters, in each case of the date or dates of such documents and as of the date hereof; (ii) each natural person executing a document has sufficient legal capacity to do so; (iii) all documents submitted to us as originals are authentic, the signatures on all documents that we have examined are genuine, and all documents submitted to us as certified, conformed, photostatic, electronic or facsimile copies conform to the original documents; and (iv) all corporate or limited liability company, as applicable, records made available to us by the Colorado Subsidiary Guarantors, and all public records we have reviewed, are accurate and complete.

We are qualified to practice law in the State of Colorado. The opinions set forth herein are expressly limited to and based exclusively on the general corporate and limited liability company laws of the State of Colorado in effect on the date hereof, and we do not purport to be experts on, or to express any opinion with respect to the applicability or effect of, the laws of any other jurisdiction. We express no opinion herein concerning, and we assume no responsibility as to laws or judicial decisions related to, or any orders, consents or other authorizations or approvals as may be required by, any federal laws, rules or regulations, including, without limitation, any federal securities laws, rules or regulations, or any state securities or "Blue Sky" laws, rules or regulations.

Based on the foregoing and in reliance thereon, and having regard to legal considerations and other information that we deem relevant, we are of the opinion that:

1. Each of the Colorado Subsidiary Guarantors is validly existing as a corporation or limited liability company, as applicable, and in good standing under the laws of the State of Colorado.
2. Each of the Colorado Subsidiary Guarantors has the corporate or limited liability company, as applicable, power and authority to enter into the Underwriting Agreement and the Fourth Supplemental Indenture and to perform its obligations thereunder and under the Indenture.
3. The execution and delivery by each of the Colorado Subsidiary Guarantors of the Underwriting Agreement and the Fourth Supplemental Indenture and the performance by each of the Colorado Subsidiary Guarantors of its obligations thereunder and under the Indenture have been duly authorized by such Colorado Subsidiary Guarantor.
4. The Fourth Supplemental Indenture and the Underwriting Agreement have been duly executed and delivered by each of the Colorado Subsidiary Guarantors.

The opinions expressed herein are based upon the applicable laws of the State of Colorado and the facts in existence on the date hereof. In delivering this opinion letter to you, we disclaim any obligation to update or supplement the opinions set forth herein or to apprise you of any changes in such laws or facts after the later of the date hereof and the filing date of the Prospectus Supplement. No opinion is offered or implied as to any matter, and no inference may be drawn, beyond the strict scope of the specific issues expressly addressed by the opinions set forth herein.

We hereby consent to your filing this opinion letter as an exhibit to a Current Report on Form 8-K, and the reference to our firm in the Prospectus under the heading "Legal Matters". In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. Subject to all of the qualifications, limitations, exceptions, restrictions and assumptions set forth herein, Bass, Berry & Sims PLC may rely on this opinion letter as if it were an addressee hereof on this date for the sole purpose of issuing its opinion letter to the Company relating to the registration of the Notes, as filed with the Commission as an exhibit to the Current Report on Form 8-K.

Very truly yours,
/s/ Brownstein Hyatt Farber Schreck, LLP



Brownstein Hyatt Farber Schreck, LLP

805.963.7000
1021 Anacapa Street, 2nd Floor
Santa Barbara, California 93101

September 29, 2021

CoreCivic, Inc.
5501 Virginia Way
Brentwood, Tennessee 37027

To the addressee set forth above:

We have acted as local California counsel to CoreCivic, Inc., a Maryland corporation (the "Company"), and Correctional Alternatives, LLC, a California limited liability company (the "California Subsidiary Guarantor"), in connection with the registration under the Securities Act of 1933, as amended (the "Act"), pursuant to the Registration Statement on Form S-3 (File No. 333-255070) filed by the Company with the Securities and Exchange Commission (the "Commission"), including the prospectus dated April 6, 2021 contained therein, as supplemented by the prospectus supplement dated September 22, 2021 (the "Prospectus Supplement") filed with the Commission (as so supplemented, the "Registration Statement"), of \$225,000,000 aggregate principal amount of the Company's 8.25% Senior Notes due 2026 (the "Notes"), issued pursuant to (i) that certain Base Indenture, dated as of September 25, 2015, by and between the Company and Regions Bank, as successor to U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented by that certain Third Supplemental Indenture, dated as of April 14, 2021, and that certain Fourth Supplemental Indenture, dated as of September 29, 2021 (the "Fourth Supplemental Indenture"), by and among the Company, the Guarantors (as defined therein) party thereto, including the California Subsidiary Guarantor, and the Trustee (as so amended and supplemented, the "Indenture"), and (ii) that certain Underwriting Agreement, dated as of September 22, 2021 (the "Underwriting Agreement"), by and among Imperial Capital, LLC, as representative of the several underwriters named in Schedule A thereto, the Company and the Notes Guarantors (as defined therein) party thereto, including the California Subsidiary Guarantor.

In our capacity as such counsel, we are familiar with the proceedings taken and proposed to be taken by the Company and the California Subsidiary Guarantor in connection with the registration of the Notes and the guarantee thereof by the California Subsidiary Guarantor pursuant to the Indenture, as described in the Registration Statement. For purposes of this opinion letter, and except to the extent set forth in the opinions below, we have assumed all such proceedings have been timely completed or will be timely completed in the manner presently proposed in the Registration Statement and the Indenture.

For purposes of issuing this opinion letter, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction as being true copies of (i) the Registration Statement, (ii) the Indenture, (iii) the Underwriting Agreement, (iv) the articles of organization and limited liability company operating agreement, each as amended to date, of the California Subsidiary Guarantor, (v) the resolutions of the sole member of the California Subsidiary Guarantor with respect to the Notes and the guarantee thereof by the California Subsidiary Guarantor pursuant to the Indenture and (vi) such other documents, agreements, instruments and limited liability company records and proceedings as we have deemed necessary or appropriate for purposes of issuing this opinion letter. We have also obtained from officers and other representatives of the California Subsidiary Guarantor and from public officials, and have relied upon, such certificates, representations, assurances and public filings as we have deemed necessary or appropriate for the purpose of issuing the opinions set forth herein.

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Without limiting the generality of the foregoing, in issuing this opinion letter, we have, with your permission, assumed without independent verification that (i) the statements of fact and representations and warranties set forth in the documents we have reviewed are true and correct as to factual matters, in each case of the date or dates of such documents and as of the date hereof; (ii) each natural person executing a document has sufficient legal capacity to do so; (iii) all documents submitted to us as originals are authentic, the signatures on all documents that we have examined are genuine, and all documents submitted to us as certified, conformed, photostatic, electronic or facsimile copies conform to the original documents; and (iv) all limited liability company records made available to us by the California Subsidiary Guarantor, and all public records we have reviewed, are accurate and complete.

We are qualified to practice law in the State of California. The opinions set forth herein are expressly limited to and based exclusively on the general limited liability company laws of the State of California in effect on the date hereof, and we do not purport to be experts on, or to express any opinion with respect to the applicability or effect of, the laws of any other jurisdiction. We express no opinion herein concerning, and we assume no responsibility as to laws or judicial decisions related to, or any orders, consents or other authorizations or approvals as may be required by, any federal laws, rules or regulations, including, without limitation, any federal securities laws, rules or regulations, or any state securities or "Blue Sky" laws, rules or regulations.

Based on the foregoing and in reliance thereon, and having regard to legal considerations and other information that we deem relevant, we are of the opinion that:

1. The California Subsidiary Guarantor is validly existing as a limited liability company and in good standing under the laws of the State of California.
2. The California Subsidiary Guarantor has the limited liability company power and authority to enter into the Underwriting Agreement and the Fourth Supplemental Indenture and to perform its obligations thereunder and under the Indenture.
3. The execution and delivery by the California Subsidiary Guarantor of the Underwriting Agreement and the Fourth Supplemental Indenture and the performance by the California Subsidiary Guarantor of its obligations thereunder and under the Indenture have been duly authorized by the California Subsidiary Guarantor.
4. The Fourth Supplemental Indenture and the Underwriting Agreement have been duly executed and delivered by the California Subsidiary Guarantor.

The opinions expressed herein are based upon the applicable laws of the State of California and the facts in existence on the date hereof. In delivering this opinion letter to you, we disclaim any obligation to update or supplement the opinions set forth herein or to apprise you of any changes in such laws or facts after the later of the date hereof and the filing date of the Prospectus Supplement. No opinion is offered or implied as to any matter, and no inference may be drawn, beyond the strict scope of the specific issues expressly addressed by the opinions set forth herein.

We hereby consent to your filing this opinion letter as an exhibit to a Current Report on Form 8-K, and the reference to our firm in the Prospectus under the heading "Legal Matters". In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. Subject to all of the qualifications, limitations, exceptions, restrictions and assumptions set forth herein, Bass, Berry & Sims PLC may rely on this opinion letter as if it were an addressee hereof on this date for the sole purpose of issuing its opinion letter to the Company relating to the registration of the Notes, as filed with the Commission as an exhibit to the Current Report on Form 8-K.

Very truly yours,
/s/ Brownstein Hyatt Farber Schreck, LLP



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September 29, 2021

CoreCivic, Inc.
5501 Virginia Way
Brentwood, Tennessee 37027

Ladies and Gentlemen:

We have acted as counsel to Avalon Tulsa, L.L.C., Carver Transitional Center, L.L.C., Fort Worth Transitional Center, L.L.C., Southern Corrections Systems of Wyoming, L.L.C., and Turley Residential Center, L.L.C. (the "Oklahoma Guarantors") in connection with their guarantee of \$225,000,000 aggregate principal amount of 8.25% Senior Notes due 2026 (collectively, the "Notes") to be issued by CoreCivic, Inc., a Maryland corporation. The Notes are being issued under an Indenture dated September 25, 2015 (the "Base Indenture"), by and among CoreCivic, Inc. and Regions Bank, as successor to U.S. Bank National Association, as Trustee (the "Trustee"), as supplemented and amended by a Third Supplemental Indenture dated April 14, 2021 (the "Third Supplemental Indenture") and a Fourth Supplemental Indenture dated September 29, 2021 (the "Fourth Supplemental Indenture" and, together with the Third Supplemental Indenture, the "Supplemental Indentures" and the Base Indenture and Supplemental Indentures, collectively referred to as the "Indenture"), by and among CoreCivic, Inc., the other guarantors party thereto, and the Trustee. The Notes are being guaranteed by the Oklahoma Guarantors on a senior unsecured basis pursuant to the guarantee included in the Indenture (the "Guarantee").

Documents Reviewed

We have reviewed the following documents:

- (i) Indenture;
 - (ii) Underwriting Agreement dated September 22, 2021, between CoreCivic, Inc. and Imperial Capital LLC, as representative of the underwriters named therein (the "Underwriting Agreement");
-

- (iii) Registration Statement on Form S-3ASR (No. 333-255070) (as amended, the “Registration Statement”) by CoreCivic, Inc., a Maryland corporation, and the subsidiary guarantors listed in the Registration Statement, and the base prospectus contained therein as supplemented by the prospectus supplement, dated September 22, 2021 (collectively, the “Prospectus”);
- (iv) Articles of Organization of the Oklahoma Guarantors as certified by the Oklahoma Secretary of State on September 8, 2021 and September 9, 2021;
- (v) Operating Agreements of the Oklahoma Guarantors as certified by the sole member of the Oklahoma Guarantors as of September 21, 2021;
- (vi) Written consent of the sole member of the Oklahoma Guarantors as certified by Damon T. Hininger, the Chief Executive Officer of each of the sole member of each of the Oklahoma Guarantors, as of September 21, 2021; and
- (vii) Certificates regarding the good standing of the Oklahoma Guarantors issued by the Oklahoma Secretary of State on September 8, 2021 and September 9, 2021.

Opinions

Based upon the foregoing, it is our opinion that:

1. Each of the Oklahoma Guarantors validly exists as a limited liability company in good standing in Oklahoma.
2. Each of the Oklahoma Guarantors has the limited liability company power to execute and deliver the Underwriting Agreement and the Indenture to which it is a party and to perform its respective obligations thereunder, including its guarantee of the Notes.
3. Each of the Oklahoma Guarantors has duly authorized the execution, delivery, and performance of the Underwriting Agreement and the Indenture to which it is a party by all necessary limited liability company action.
4. To the extent execution and delivery of the Fourth Supplemental Indenture and the Underwriting Agreement are covered by Oklahoma law, the Fourth Supplemental Indenture and the Underwriting Agreement have been duly executed and delivered by the Oklahoma Guarantors.

Qualifications, Limitations, Assumptions, and Exceptions

The opinions in this letter are subject to the following qualifications, limitations, assumptions, and exceptions:

(a) The opinion in 1 above is based solely on our review of the documents described in (iv) and (vii) above.

(b) By “validly existing” in the opinion in 1 above we mean each Oklahoma Guarantor is a limited liability company under the Oklahoma Limited Liability Company Act.

(c) We have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, and the authenticity of the originals of such copies.

(d) We have assumed the Oklahoma Guarantors have physically delivered the executed Fourth Supplemental Indenture and the executed Underwriting Agreement without condition and with the intention to be immediately bound by it.

(e) We have assumed that each of the persons whose consent is required to authorize the Oklahoma Guarantors to execute and deliver the Underwriting Agreement and Fourth Supplemental Indenture, (i) if an entity, exists in good standing under the law of the jurisdiction of its formation; and (ii) has taken all action necessary or received all necessary authorizations under any applicable organizational documents and applicable law to authorize the execution and delivery of the Underwriting Agreement and Fourth Supplemental Indenture by the Oklahoma Guarantors and the performance of their obligations thereunder.

(f) This opinion is based only on the laws of the State of Oklahoma. We express no opinion about the laws of any other state or jurisdiction.

(g) We have not been involved in the preparation of any registration statement or in the negotiation, preparation, or execution of any indentures or any of the related agreements executed or delivered in connection therewith. We have been retained solely for the purpose of rendering certain opinions under Oklahoma law. This opinion letter is provided as a legal opinion only, effective as of the date of this letter, and not as representations or warranties of fact.

The qualifications, limitations, assumptions, and exceptions in this letter are material to the opinions expressed in this letter, and the inaccuracy of any assumptions could render these opinions inaccurate.

We have prepared this opinion letter in accordance with customary practice for the preparation and interpretation of opinions of this type. We have assumed, and your acceptance of this letter shall confirm, that you (alone or with your counsel) are familiar with this customary practice.

The opinions expressed herein are solely for the benefit of the addressees hereof. This letter may also be relied upon by the successors and permitted assignees of the addressees of this letter subject to the conditions and understanding that (i) this letter speaks only as of the date hereof, (ii) we have no responsibility or obligation to update this letter, to consider its applicability or correctness to any person other than its addressee, or to take into account changes in law, facts, or any other developments of which we may later become aware, (iii) any such reliance must be actual and reasonable under the circumstances existing at the time, including any circumstances relating to changes in law, facts, or any other developments known to or reasonably knowable by such party at such time, (iv) our consent to such reliance shall not constitute a reissuance of the opinions expressed in this letter or otherwise extend any statute of limitations period applicable to this letter on its date, and (v) in no event shall any such party have any greater rights with respect to this letter than the original addressee of this letter on its date. Copies of this letter may be delivered to, but not relied upon by, (x) independent accountants, attorneys, and other professional advisors acting on behalf of the addressees of this letter and their successors and permitted assignees in connection with the transactions referred to herein, (y) any regulatory agency having supervisory authority over an addressee, its successors or assignees, and (z) other parties as required by the order of a court of competent jurisdiction.

We consent to the filing of this opinion letter as an exhibit to the Current Report on Form 8-K on or about the date hereof, to the incorporation by reference of this opinion letter into the Registration Statement, and to the reference to our firm in the Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ McAfee & Taft

EMMETT BERRYMAN

September 29, 2021

SENDER'S E-MAIL:
eberryman@lmlawyers.com

CoreCivic, Inc.
5501 Virginia Way
Brentwood, Tennessee 37027

Re: 8.25% Senior Notes due 2026 of CoreCivic, Inc.

Ladies and Gentlemen:

We have acted as special Texas counsel to the entities listed on Schedule I (collectively, the "**Texas Subsidiary Guarantors**"), in connection with the Texas Subsidiary Guarantors' guarantee of \$225,000,000 aggregate principal amount of 8.25% Senior Notes due 2026 (collectively, the "**Notes**") to be issued by CoreCivic, Inc. (the "**Company**"). The Notes are being issued under a base indenture dated September 25, 2015 (the "**Base Indenture**"), by and between the Company and Regions Bank, as successor to U.S. Bank National Association, as trustee (the "**Trustee**"), as supplemented and amended by a third supplemental indenture dated as of April 14, 2021 (the "**Third Supplemental Indenture**") and a fourth supplemental indenture dated as of September 29, 2021 (the "**Fourth Supplemental Indenture**" and, together with the Third Supplemental Indenture, the "**Supplemental Indentures**" and the Base Indenture and the Supplemental Indentures, collectively referred to as the "**Indenture**"), by and among the Company, the other guarantors party thereto and the Trustee. The Notes are being guaranteed by the Texas Subsidiary Guarantors pursuant to the guarantee included in the Indenture (the "**Guarantee**").

This opinion letter is being provided to you at the request of the Texas Subsidiary Guarantors in accordance with the requirements of Item 601(b) (5) of Regulation S-K under the Securities Act of 1933, as amended (the "**Act**").

In rendering our opinions herein, we have relied with respect to factual matters, solely upon the Officers' Certificates (defined below), and certificates of public officials referred to below. In addition thereto, we have reviewed and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for rendering our opinions, including, without limitation, the following:

- (a) Third Supplemental Indenture;
 - (b) Fourth Supplemental Indenture;
-

- (c) Underwriting Agreement dated September 22, 2021 (the “**Underwriting Agreement**”), among the Company, the guarantors party thereto and Imperial Capital, as representative of the several underwriters;
- (d) Certificate of Formation of ACS Corrections of Texas, L.L.C.;
- (e) Operating Agreement of ACS Corrections of Texas, L.L.C.;
- (f) Certificate of Formation of Avalon Corpus Christi Transitional Center, LLC;
- (g) Certificate of Amendment to Certificate of Formation of Avalon Corpus Christi Transitional Center, LLC;
- (h) Operating Agreement of Avalon Corpus Christi Transitional Center, LLC;
- (i) Certificate of Formation of Avalon Transitional Center Dallas, LLC;
- (j) Certificate of Amendment to Certificate of Formation of Avalon Transitional Center Dallas, LLC;
- (k) Operating Agreement of Avalon Transitional Center Dallas, LLC;
- (l) Certificate of Formation of EP Horizon Management, LLC;
- (m) Operating Agreement of EP Horizon Management, LLC;
- (n) Certificate of Filing of Recovery Monitoring Solutions Corporation;
- (o) Certificate of Amendment to the Certificate of Formation of Recovery Healthcare Corporation;
- (p) the Status Certificates (as defined in subpart (ii) below); and
- (q) the Evidences (as defined in subpart (iii) below).

Items (d) through (q) above are collectively referred to herein as the “**Corporate Documents.**”

In addition we have examined and relied upon the following:

- (i) with respect to each Texas Subsidiary Guarantor, certificates from the Secretary of such Texas Subsidiary Guarantor certifying in each instance as to true and correct copies of the certificate of formation and limited liability company agreement of such Texas Subsidiary Guarantor and resolutions of the sole member of such Texas Subsidiary Guarantor authorizing the Guarantees by such Texas Subsidiary Guarantor pursuant to the terms of the Supplemental Indentures and to perform their obligations under the Supplemental Indentures and with respect to the Texas Subsidiary Guarantor that is a corporation, a certificate of the Secretary of such Texas Subsidiary Guarantor certifying as to true and correct copies of the certificate of formation and by-laws of such Texas Subsidiary Guarantor and resolutions of the board of directors of such Texas Subsidiary Guarantor authorizing the Guarantees by such Texas Subsidiary Guarantor pursuant to the terms of the Supplemental Indentures and to perform their obligations under the Supplemental Indentures (each an “**Officers’ Certificate**”);
-

(ii) with respect to each Texas Subsidiary Guarantor, a certificate dated September 8, 2021, issued by the Office of the Secretary of State of Texas, attesting to the limited liability company status or corporate status, as the case may be, of such Texas Subsidiary Guarantor in Texas (collectively, the “*Status Certificates*”);

(iii) with respect to each Texas Subsidiary Guarantor, evidence of franchise tax account status, dated September 7, 2021, from the Comptroller of Public Accounts of the State of Texas (collectively, the “*Evidences*”);

(iv) originals, or copies identified to our satisfaction as being true copies, of such other records, documents and instruments as we have deemed necessary for the purposes of this opinion letter;

(v) In rendering the opinions set forth below, we have, with your consent, relied only upon examination of the documents described above and have made no independent verification or investigation of the factual matters set forth herein or therein. We did not participate in the negotiation or preparation of the Supplemental Indentures or the Underwriting Agreement and have not advised the Texas Subsidiary Guarantors with respect to such documents or transactions contemplated thereby.

(vi) With your permission, as to questions of fact material to this Opinion and without independent verification with respect to the accuracy of such factual matters, we have relied upon the Supplemental Indentures, the Underwriting Agreement, certificates of public officials and of officers and representatives of the Texas Subsidiary Guarantors and the accuracy of the public record. We have made no independent investigation of any statements, warranties and representations made by the Texas Subsidiary Guarantors in the Supplemental Indentures, the Underwriting Agreement or any related matters. With the exception of the Corporate Documents, we have not examined the books and records of the Texas Subsidiary Guarantors.

Assumptions Underlying Our Opinions

For purposes of this Opinion, we have assumed, with your approval and without independent investigation, the following:

(a) No fraud, mistake, undue influence, duress or criminal activity exists with respect to the Corporate Documents, Underwriting Agreement, Supplemental Indentures or any of the matters relevant to the opinions rendered herein;

(b) The genuineness of all signatures;

(c) The legal capacity of natural persons;

(d) The authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies; and

(e) The authenticity of the originals of such copies.

As to all questions of fact material to this opinion letter that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Texas Subsidiary Guarantors and have assumed that such matters remain true and correct through the date hereof.

Our Opinions

Subject to the assumptions, exceptions and limitations hereinabove and hereinafter stated, it is our opinion that:

(1) Based solely upon its Status Certificate and the applicable Evidence, each Texas Subsidiary Guarantor is a validly existing limited liability company or corporation, as applicable, in good standing under the laws of the State of Texas.

(2) Each Texas Subsidiary Guarantor has the requisite limited liability company or corporate power and authority, as applicable, to execute, deliver and perform its obligations under the Underwriting Agreement and the Supplemental Indentures to which it is a party.

(3) The execution and delivery by each Texas Subsidiary Guarantor of the Supplemental Indentures and the Underwriting Agreement and the performance by each Texas Subsidiary Guarantor of its obligations thereunder have been duly authorized by all requisite limited liability company or corporate action, as applicable, on the part of each such Texas Subsidiary Guarantor.

(4) The Underwriting Agreement and the Supplemental Indentures have been duly executed and delivered by each Texas Subsidiary Guarantor.

Qualifications and Limitations

This letter expresses our legal opinion as to the foregoing matters based on our professional judgment at this time based solely upon laws, rulings and regulations in effect on the date hereof; it is not, however, to be construed as a guaranty, nor is it a warranty that a court considering such matters would not rule in a manner contrary to the opinions set forth above.

We are qualified to practice law in the State of Texas, and we express no opinions as to the laws of other jurisdictions other than to the laws of the State of Texas, as currently in effect. We assume no obligation to supplement this opinion if any applicable laws change after the date hereof or if we become aware of any facts that might change the opinions expressed herein after the date hereof.

Notwithstanding anything to the contrary herein, by acceptance of this Opinion Letter, you (and any person or entity relying on this letter and the opinions express herein) agree on behalf of yourself (and himself or itself) and all such parties' respective assignees that: (i) any claims in connection with this Opinion Letter and the opinions expressed herein shall be asserted only against Liechty, McGinnis, Berryman & Bowen, LLP (the "**Firm**") as the signer of this Opinion Letter and shall not be asserted against any of its partners, attorneys, or other employees; (ii) the Firm's aggregate maximum liability (whether arising from one event or set of circumstances or from multiple events and sets of circumstances) in connection with this Opinion Letter and the opinions expressed herein shall not exceed the amount of the recovery available under the Firm's errors and omissions insurance policy then in effect; (iii) in no event shall any punitive damages be available in any civil action or arbitration proceeding; and (iv) in the event of any dispute arising in connection with this Opinion Letter or the opinions expressed herein, before the commencement of any litigation, arbitration, or the pursuit of any claim, you shall first submit the dispute to nonbinding confidential mediation before a mediator mutually acceptable to you and the Firm in Dallas, Texas.

Miscellaneous

This opinion is being furnished to you for submission to the Commission as an exhibit to the Company's Current Report on Form 8-K relating to the Offering (the "**Current Report**"), which is incorporated by reference in the registration statement on Form S-3ASR, File No. 333-255070, filed with the Securities and Exchange Commission (the "**Commission**") on April 6, 2021 (the "**Registration Statement**"). We hereby consent to the filing of this opinion as an exhibit to the Current Report and the said incorporation by reference and to the use of the name of our firm therein and under the heading "Legal Matters" in the base prospectus, dated April 6, 2021, included as part of the Registration Statement and the prospectus supplement, dated September 22, 2021. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

We hereby authorize the Trustee to rely on the opinions set forth in Paragraphs numbers (1)-(4) in the "Our Opinions" section of this Opinion Letter, subject to all the conditions, assumptions, limitation, qualifications and exceptions set forth in this Opinion Letter, as though, for purposes of such paragraphs, this Option Letter was addressed to the Trustee and delivered to the Trustee on the date hereof.

Very truly yours,

LIECHTY, MCGINNIS, BERRYMAN & BOWEN, LLP, a Texas limited liability partnership

By: /s/ Liechty, McGinnis, Berryman & Bowen, LLP

Schedule I

Texas Subsidiary Guarantors

<u>Name of Texas Subsidiary Guarantor</u>	<u>State of Organization</u>
ACS Corrections of Texas, L.L.C.	TX
Avalon Corpus Christi Transitional Center, LLC	TX
Avalon Transitional Center Dallas, LLC	TX
EP Horizon Management, LLC	TX
Recovery Monitoring Solutions Corporation	TX
