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

**Post-Effective Amendment No. 1
to
Form S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

CoreCivic, Inc.
and Additional Subsidiary Guarantor Registrants
(See Table of Additional Registrants Below)
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation or organization)

62-1763875
(I.R.S. Employer
Identification Number)

10 Burton Hills Boulevard, Nashville, Tennessee 37215
(615) 263-3000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Damon T. Hininger
President and Chief Executive Officer
10 Burton Hills Boulevard, Nashville, Tennessee 37215
(615) 263-3000
(Address, including zip code, and telephone number, including area code, of agent for service)

With a copy to:

F. Mitchell Walker, Jr., Esq.
Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201
(615) 742-6200

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective on filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
 Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company
 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 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered/proposed maximum offering price per unit/proposed maximum aggregate offering price(1)(2)	Amount of registration fee(3)
Common Stock (4)		
Preferred Stock (4)		
Debt Securities		
Guarantees of Debt Securities (5)		
Warrants		
Units		

- (1) Omitted pursuant to Form S-3 General Instruction II.E.
- (2) An unspecified number of securities or aggregate principal amount, as applicable, is being registered as may from time to time be offered at unspecified prices.
- (3) In accordance with Rules 456(b) and 457(r) under the Securities Act of 1933, as amended, the registrant is deferring payment of the entire registration fee.
- (4) Includes rights to acquire common stock or preferred stock of the Company under any stockholder rights plan then in effect, if applicable under the terms of any such plan.
- (5) The co-registrants listed in the table below, or any of them, may fully and unconditionally guarantee any series of debt securities registered hereunder. Pursuant to Rule 457(n) under the Securities Act, no separate registration fee is payable with respect to the Guarantees.

**TABLE OF ADDITIONAL REGISTRANTS
(As Guarantors of the Debt Securities)**

<u>Exact Name of Registrants as Specified in its Charter*</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>
ACS Corrections of Texas, L.L.C.	Texas	20-5795570
Avalon Corpus Christi Transitional Center, LLC	Texas	46-1415383
Avalon Correctional Services, Inc.	Nevada	13-3592263
Avalon Transitional Center Dallas, LLC	Texas	27-4613742
Avalon Tulsa, L.L.C.	Oklahoma	20-4745035
Carver Transitional Center, L.L.C.	Oklahoma	26-2901939
CCA Health Services, LLC	Tennessee	90-0432377
CCA International, LLC	Delaware	62-1310460
CCA South Texas, LLC	Maryland	47-1965310
CoreCivic of Tennessee, LLC	Tennessee	62-1806755
CoreCivic TRS, LLC	Maryland	46-1705695
CoreCivic, LLC	Delaware	47-5295412
Correctional Alternatives, LLC	California	33-0584728
Correctional Management, Inc.	Colorado	84-0970372
EP Horizon Management, LLC	Texas	26-3366300
Fort Worth Transitional Center, L.L.C.	Oklahoma	26-4351322
Prison Realty Management, LLC	Tennessee	62-1696286
Southern Corrections Systems of Wyoming, L.L.C.	Oklahoma	06-1812920
Technical and Business Institute of America, LLC	Tennessee	38-2999108
TransCor America, LLC (1)	Tennessee	62-1806099
Turley Residential Center, L.L.C.	Oklahoma	26-2988217

* Except where otherwise noted, the address, including zip code, of the principal executive offices of each subsidiary guarantor listed above is c/o CoreCivic, Inc., 10 Burton Hills Boulevard, Nashville, Tennessee 37215, and the telephone number, including area code, is (615) 263-3000. The guarantors may change from time to time as reflected in subsequent amendments to this Registration Statement.

(1) The address, including zip code, of the principal executive office of TransCor America, LLC is 646 Melrose Avenue, Nashville, Tennessee 37211, and the telephone number, including area code, is (615) 251-7008.

EXPLANATORY NOTE

This Post-Effective Amendment No. 1 relates to the Registration Statement on Form S-3ASR (File No. 333-204234) of CoreCivic, Inc. and its subsidiary co-registrants initially filed on May 15, 2015 (the "Registration Statement"), and is being filed for the purpose of (i) adding ACS Corrections of Texas, L.L.C., Avalon Corpus Christi Transitional Center, LLC, Avalon Correctional Services, Inc., Avalon Transitional Center Dallas, LLC, Avalon Tulsa, L.L.C., Carver Transitional Center, L.L.C., CoreCivic, LLC, Correctional Management, Inc., EP Horizon Management, LLC, Fort Worth Transitional Center, L.L.C., Southern Corrections Systems of Wyoming, L.L.C., and Turley Residential Center, L.L.C., as co-registrants with regard to issuances by these subsidiaries of guarantees of debt securities issued by CoreCivic, Inc., and (ii) updating the names of two of our subsidiaries, each originally included in the Registration Statement, from CCA of Tennessee, LLC to CoreCivic of Tennessee, LLC and from CCA TRS, LLC to CoreCivic TRS, LLC. No changes or other additions are being made to the base prospectus that already forms a part of the Registration Statement. Accordingly, such base prospectus is being omitted from this filing. This Post-Effective Amendment No. 1 shall become effective immediately upon filing with the Securities and Exchange Commission.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The following is an estimate of the expenses (all of which are to be paid by the registrant) that we may incur in connection with the securities being registered hereby.

SEC registration fee	(1)
Fees and expenses of the trustee	(2)
Printing expenses	(2)
Legal fees and expenses	(2)
Accounting fees and expenses	(2)
Miscellaneous	(2)
Total	(2)

- (1) Pursuant to Rules 456(b) and 457(r) under the Securities Act of 1933, as amended, the SEC registration fee will be paid at the time of any particular offering of securities under the Registration Statement, and is therefore not currently determinable.
- (2) These fees are calculated based on the securities offered and the number of issuances and accordingly cannot be estimated at this time.

Item 15. Indemnification of Directors and Officers

Registrants Incorporated or Organized in Maryland

CoreCivic, Inc.

CoreCivic, Inc. (the “Company”) is a corporation incorporated under the laws of the State of Maryland. The Maryland General Corporation Law (the “MGCL”) permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages except for liability resulting from (a) actual receipt of an improper benefit or profit in money, property or services or (b) active and deliberate dishonesty established by a final judgment as being material to the cause of action. The Company’s charter provides that, to the maximum extent that Maryland law in effect from time to time permits limitation of liability of directors or officers of corporations, no person who at any time was or is a director or officer of the Company shall be personally liable to the Company or its stockholders for money damages.

The MGCL requires a Maryland corporation (unless its charter provides otherwise, which the Company’s charter does not) to indemnify a director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he or she is made a party by reason of his or her service in that capacity. The MGCL permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made a party by reason of their service in those or other capacities unless it is established that (a) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (i) was committed in bad faith or (ii) was the result of active and deliberate dishonesty, (b) the director or officer actually received an improper personal benefit in money, property, or services or (c) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, under the MGCL, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation or for a judgment of liability on the basis that personal benefit was

improperly received, unless in either case a court orders indemnification and then only for expenses. In accordance with the MGCL, the Company is required, as a condition to advancing expenses, to obtain (1) a written affirmation by the director, officer or employee of his or her good faith belief that he/she has met the standard of conduct necessary for indemnification and (2) a written undertaking by him or her or on his or her behalf to repay the amount paid or reimbursed by the Company if it shall ultimately be determined that the applicable standard of conduct was not met.

The Company's bylaws provide that, to the maximum extent permitted by Maryland law in effect from time to time, the Company shall indemnify a director or officer, including any director or officer of the Company who serves at the express request of the Company as an officer or director of another corporation or other enterprise, who is made a party or witness to any proceeding by reason of such status against any loss, liability, judgment, penalty, fine, settlement or expense (including attorneys' fees) actually incurred by him or her in connection with the proceeding. In addition, the Company's bylaws provide that the Company shall pay or reimburse, in advance of final disposition of a proceeding, reasonable expenses incurred by a director or officer made a party or witness to a proceeding by reason of such status, provided that the Company shall have received (1) a written affirmation by the director or officer of his or her good faith belief that he or she has met the applicable standard of conduct necessary for indemnification and (2) a written undertaking (which need not be secured) by or on such person's behalf to repay the amount paid or reimbursed by the Company if it shall ultimately be determined that the applicable standard of conduct was not met. The bylaws of the Company also provide that to the maximum extent permitted by Maryland law the Company shall indemnify any director or officer of the Company who serves at the express request of the Company as an officer of another corporation or other enterprise, subject to the limitations set forth in the bylaws of the Company as previously described.

The Company has entered into indemnification agreements with its directors and certain of its officers. The indemnification agreements contractually obligate the Company to indemnify, and advance expenses on behalf of, persons party thereto in connection with claims, suits or proceedings arising as a result of such person's service as a director or officer of the Company, in accordance with the terms of the indemnification agreements.

The Company also maintains directors' and officers' liability insurance to insure against losses arising from claims made against its directors and certain of its officers, subject to the limitations and conditions set forth in such policies.

Maryland Limited Liability Company Guarantors

Each of CCA South Texas, LLC and CoreCivic TRS, LLC (collectively the "Maryland LLC Guarantors") is a limited liability company organized under the laws of the State of Maryland. The Maryland Limited Liability Company Act provides, that, unless otherwise provided by law or unless otherwise agreed, a limited liability company has the power to indemnify and hold harmless any member, agent, or employee from and against any and all claims and demands, except in the case of action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness, and subject to the standards and restrictions, if any, set forth in the limited liability company's articles of organization or operating agreement.

The limited liability company operating agreements of the Maryland LLC Guarantors provide that the Maryland LLC Guarantors shall indemnify and hold harmless the member, any affiliate of the member, and any officer, director, employee, or agent of the Maryland LLC Guarantors, the member or any of its affiliates, from and against any claim, loss, damage, liability, or reasonable expense (including reasonable attorneys' fees, court costs, and costs of investigation and appeal) suffered or incurred by reason of, or arising from, the operations, business, or affairs of, or any action taken or failure to act on behalf of, the Maryland LLC Guarantors.

California Limited Liability Company Guarantor

Correctional Alternatives, LLC (“Correctional Alternatives”) is a limited liability company formed under the laws of the state of California. Section 17704.08 of the California Revised Uniform Limited Liability Company Act (“CRULLCA”) provides that a limited liability company shall reimburse for any payment made and indemnify for any debt, obligation, or other liability incurred by a member of a member-managed limited liability company or the manager of a manager-managed limited liability company in the course of the member’s or manager’s activities on behalf of the limited liability company, if, in making the payment or incurring the debt, obligation, or other liability, the member or manager complied with the fiduciary duties provided under CRULLCA. However, Section 17701.10 of CRULLCA provides that the operating agreement may alter or eliminate the indemnification for a member or manager provided by Section 17704.08(a) and may eliminate or limit a member’s or manager’s liability to the enterprise and its members for money damages, except for (1) a breach of the duty of loyalty, (2) a financial benefit received by the member or manager to which the member or manager is not entitled, (3) a member’s liability for excess distributions, (4) intentional infliction of harm on the enterprise or a member, and (5) an intentional violation of criminal law. CRULLCA also provides that a limited liability company may purchase and maintain insurance on behalf of a member or manager of the limited liability company against liability asserted against or incurred by the member or manager in that capacity or arising from that status even if the operating agreement could not eliminate or limit the person’s liability to the limited liability company for the conduct giving rise to the liability.

The limited liability company operating agreement of Correctional Alternatives provides that Correctional Alternatives shall indemnify and hold harmless the member, any affiliate of the member, and any officer, director, employee, or agent of Correctional Alternatives, the member or any of its affiliates, from and against any claim, loss, damage, liability, or reasonable expense (including reasonable attorneys’ fees, court costs, and costs of investigation and appeal) suffered or incurred by any such indemnitee by reason of, or arising from, the operations, business, or affairs of, or any action taken or failure to act on behalf of, Correctional Alternatives.

Colorado Corporation Guarantor

Correctional Management, Inc. is a corporation incorporated under the laws of the state of Colorado. Under the Colorado Business Corporation Act, each person who is or was a director or officer of Correctional Management, Inc. will be indemnified by Correctional Management, Inc. as a matter of right summarized as follows:

- a) Under the Colorado Business Corporation Act, a person who is wholly successful on the merits in defense of a suit or proceeding brought against him by reason of the fact that he is or was a director of Correctional Management, Inc. shall be indemnified against reasonable expenses (including attorneys’ fees) in connection with such suit or proceeding;
- b) Except as provided in subparagraph (c) below, a director may be indemnified under such law against both (1) reasonable expenses (including attorneys’ fees), and (2) judgments, penalties, fines and amounts paid in settlement, if he acted in good faith and reasonably believed, in the case of conduct in his official capacity as a director, that his conduct was in Correctional Management, Inc.’s best interests, or in all other cases that his conduct was not opposed to the best interests of Correctional Management, Inc., and with respect to any criminal action, he had no reasonable cause to believe his conduct was unlawful, but Correctional Management, Inc. may not indemnify the director if the director is found liable to Correctional Management, Inc. in connection with a suit or proceeding by or in the right of the corporation or is found liable on the basis that personal benefit was improperly received by the director in connection with any suit or proceeding charging improper personal benefit to the director;

- c) In connection with a suit or proceeding by or in the right of Correctional Management, Inc., indemnification is limited to reasonable expenses incurred in connection with the suit or proceeding; and
- d) Officers of Correctional Management, Inc. will be indemnified to the same extent as directors as described in (a), (b) and (c).

The articles of incorporation of Correctional Management, Inc. generally provide that the corporation shall indemnify, to the fullest extent permitted by and in accordance with the Colorado Business Corporation Act, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal by reason of the fact that he is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

Delaware Limited Liability Company Guarantors

CCA International, LLC and CoreCivic, LLC are limited liability companies formed under the laws of the state of Delaware. The Delaware Limited Liability Company Act provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

The limited liability company operating agreement of CoreCivic, LLC provides that such limited liability company shall indemnify and hold harmless its member, any affiliate of the member and any officer, director, employee, or agent of CoreCivic, LLC, the member or any affiliate of the member, from and against any claim, loss, damage, liability, or reasonable expense (including reasonable attorneys' fees, court costs, and costs of investigation and appeal) suffered or incurred by reason of, or arising from, the operations, business, or affairs of, or any action taken or failure to act on behalf of, CoreCivic, LLC.

Nevada Corporation Guarantor

Avalon Correctional Services, Inc. is a corporation incorporated under the laws of the state of Nevada. Nevada Revised Statutes ("NRS") 78.7502 permits a corporation to indemnify a present or former director, officer, employee or agent of the corporation, or of another entity or enterprise for which such person is or was serving in such capacity at the request of the corporation, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, except an action by or in the right of the corporation, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection therewith, arising by reason of such person's service in such capacity if such person (i) is not liable pursuant to NRS 78.138, or (ii) acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to a criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. In the case of actions brought by or in the right of the corporation, however, no indemnification may be made for any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of

all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. Pursuant to NRS 78.751(2), the articles of incorporation, the bylaws or an agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that the director or officer is not entitled to be indemnified by the corporation. Such indemnification and advancement do not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in the person's official capacity or an action in another capacity while holding office, except that indemnification, unless otherwise ordered by a court, may not be made to or on behalf of any director or officer if a final adjudication establishes that the director's or officer's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action. NRS 78.7502(3) further provides that to the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in NRS 78.7502(1) or (2), or in defense of any claim, issue or matter therein, the corporation shall indemnify him or her against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

The amended and restated articles of incorporation of Avalon Correctional Services, Inc. generally limit the personal liability of the corporation's directors to the fullest extent permitted under Nevada law. The bylaws of Avalon Correctional Services, Inc. generally provide that the corporation shall indemnify its officers, directors, employees and agents to the fullest extent permitted by applicable law, and also provide for the advancement of expenses conditioned on (i) the corporation's receipt of an undertaking to repay the advanced amounts if it is ultimately determined by a court that the recipient is not entitled to be indemnified and (ii) the determination by the corporation's board of directors that the indemnitee acted in good faith and in a manner that such person reasonably believed to be in or not opposed to the best interests of the corporation.

Oklahoma Limited Liability Company Guarantors

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 LLC Guarantors") are limited liability companies organized under the laws of the state of Oklahoma. Section 2003 of Title 18 of the Oklahoma Statutes provides that a limited liability company may indemnify and hold harmless any member, agent, or employee from and against any and all claims and demands whatsoever, except in the case of action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness, and subject to the standards and restrictions, if any, in the articles of organization or operating agreement of the company. Section 2017 of Title 18 of the Oklahoma Statutes provides that the articles of organization or operating agreement may provide for indemnification of a member or manager for judgments, settlements, penalties, fines, or expenses incurred in any proceeding because the person is or was a member or manager, but no provision may limit or eliminate the liability of a manager for (i) any breach of the manager's duty of loyalty to the company or its members, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) any transaction from which the manager derived an improper personal benefit. Section 2017 also provides that the articles of organization or operating agreement may define the scope of any duties owed by the members or managers to the company, if the limitation is not manifestly unreasonable, but a definition may not eliminate the duty of loyalty or the obligation of good faith and fair dealing

The operating agreements of each of the Oklahoma LLC Guarantors provide that such limited liability company shall indemnify and hold harmless its member, any affiliate of the member, and any officer, director, employee, or agent of the company, the member or any of its affiliates (each an "Indemnitee") from and against any claim, loss, damage, liability, or reasonable expense, (including reasonable attorneys' fees, court costs, and costs of investigation and appeal) suffered or incurred by any such Indemnitee by reason of, or arising from, the operations, business, or affairs of, or any action taken or failure to act on behalf of, the company.

Tennessee Limited Liability Company Guarantors

Each of CoreCivic of Tennessee, LLC, CCA Health Services, LLC, Prison Realty Management, LLC, Technical and Business Institute of America, LLC and TransCor America, LLC (collectively, the "Tennessee LLC Guarantors") are limited liability companies formed under the laws of the State of Tennessee. The Tennessee Limited Liability Company Act and the Tennessee Revised Limited

Liability Company Act (collectively, the “Tennessee LLC Acts”) both provide that a limited liability company may indemnify officers and members of the limited liability company against liability if (1) the individual acted in good faith and (2) reasonably believed that such individual’s conduct in his or her official capacity was in the best interest of the limited liability company and in all other cases that such individual’s conduct was at least not opposed to the best interests of the limited liability company and (3) in a criminal proceeding, the individual had no reasonable cause to believe such individual’s conduct was unlawful. The Tennessee LLC Acts also generally provide that a limited liability company may not indemnify a responsible person in connection with a proceeding by or in the right of the limited liability company in which the responsible person was adjudged liable to the limited liability company or in connection with certain proceedings in which such responsible person was adjudged liable on the basis that personal benefit was improperly received by such person. Additionally, limited liabilities companies are generally required to indemnify a responsible person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a responsible person, against reasonable expenses incurred by the person in connection with the proceeding.

The Tennessee LLC Acts prohibit indemnification if a responsible person is adjudged liable for a breach of the duty of loyalty to the limited liability company or its members or for acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law.

The articles of organization and/or the operating agreements of CoreCivic of Tennessee, LLC, CCA Health Services, LLC, and TransCor America, LLC generally provide that such entities shall indemnify their members and officers to the fullest extent permitted by and in accordance with the Tennessee LLC Acts.

Texas Limited Liability Company Guarantors

ACS Corrections of Texas, L.L.C., Avalon Corpus Christi Transitional Center, LLC, Avalon Transitional Center Dallas, LLC, and EP Horizon Management, LLC (the “Texas LLC Guarantors”) are limited liability companies organized under the laws of the State of Texas. Chapter 101 of the Texas Business Organizations Code (“TBOC”) relates specifically to limited liability companies.

Section 101.402 of the TBOC permits a limited liability company to indemnify members, managers, officers or assignees of membership interests in the company and to purchase or procure or establish and maintain liability insurance or another arrangement for such members, managers, officers and assignees of membership interests in the company, subject to such standards, and restrictions, if any, as are set forth in its articles of organization or in its company agreement.

Section 101.401 of the TBOC provides that the company agreement of a limited liability company may expand or restrict any duties, including fiduciary duties, and related liabilities that a member, manager, officer, or other person has to the company or to a member or manager of the company.

The operating agreements of ACS Corrections of Texas, L.L.C., Avalon Corpus Christi Transitional Center, LLC, Avalon Transitional Center Dallas, LLC and EP Horizon Management, LLC provide for the indemnification of the Member (as defined in each of the operating agreements) and each of their officers, directors, employees and agents.

REIT Qualification

Our charter provides that our board of directors may authorize us to revoke or otherwise terminate our REIT election, without approval of our stockholders, if it determines that it is no longer in our best interests to continue to qualify as a REIT.

Item 16. Exhibits

(a) Exhibits

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
3.1	Articles of Amendment and Restatement of the Company (previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on May 20, 2013 and incorporated herein by this reference).
3.2	Articles of Amendment of the Company (previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on November 10, 2016 and incorporated herein by this reference).
3.3	Eighth Amended and Restated Bylaws of the Company (previously filed as Exhibit 3.2 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on November 10, 2016 and incorporated herein by this reference).
4.1	Form of Indenture.**
4.2	Specimen of certificate representing shares of the Company's Common Stock (previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on November 10, 2016 and incorporated herein by this reference).
4.3	Base Indenture, dated September 25, 2015 (previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on September 25, 2015 and incorporated herein by this reference).
4.4	First Supplemental Indenture, dated September 25, 2015 (previously filed as Exhibit 4.2 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on September 25, 2015 and incorporated herein by this reference).
4.5*	Form of Note.
4.6*	Form of Warrant.
4.7*	Form of Warrant Agreement.
4.8*	Form of Guarantee of Debt Securities.
4.9*	Form of Unit Agreement.
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 Latham & Watkins LLP, as to matters of California 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 Nevada 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.
8.1	Opinion of Latham & Watkins LLP regarding tax matters.**
12.1	Statement Regarding the Computation of Ratio of Earnings to Fixed Charges and Preferred Share Dividends for the Years Ended 2012, 2013, 2014, 2015 and 2016.
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 Latham & Watkins LLP (included in Exhibit 5.3). **
23.4	Consent of Brownstein Hyatt Farber Schreck, LLP (included in Exhibits 5.4 and 5.5).
23.5	Consent of McAfee & Taft (included in Exhibit 5.6).
23.6	Consent of Liechty, McGinnis, Berryman & Bowen, LLP (included in Exhibit 5.7).
23.7	Consent of Latham & Watkins LLP (included in Exhibit 8.1).**
23.8	Consent of Ernst & Young LLP, independent registered public accounting firm.**

- 24.1 [Powers of Attorney of certain officers, directors and members \(included on the signature pages hereto with respect to the new subsidiary guarantors listed in this Post-Effective Amendment No. 1 to Form S-3ASR\).](#)
- 24.2 [Powers of Attorney of certain officers, directors and members \(incorporated by reference to the signature pages hereto, and previously included on the signature pages of the Registration Statement on Form S-3ASR filed on May 15, 2015 with respect to the registrant and all other subsidiary guarantors\).](#)
- 25.1 [Statement of Eligibility on Form T-1 under the Trust Indenture Act of 1939, as amended, of U.S. Bank National Association, as trustee under the indenture filed as Exhibit 4.2 above.**](#)

* To be filed by post-effective amendment, as applicable, or as an exhibit to a report filed under the Securities Exchange Act of 1934, as amended, and incorporated herein by reference.

** Previously filed with this Registration Statement on Form S-3ASR filed on May 15, 2015.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii), and (a)(1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is a part of the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:
- (i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
- (ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the

registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

- (5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of securities each undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
 - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
 - (iii) The portion of any other free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
 - (iv) Any other communications that is an offer in the offering made by the undersigned registrant to the purchaser.
- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, each registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, each registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, Tennessee, on the 11th day of October, 2017.

CoreCivic, Inc.

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

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

/s/ Damon T. Hininger October 11, 2017
Damon T. Hininger
President and Chief Executive Officer (Principal Executive Officer) and Director

/s/ * October 11, 2017
David M. Garfinkle
Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)

/s/ * October 11, 2017
Mark A. Emkes
Chairman of the Board of Directors

/s/ * October 11, 2017
Donna M. Alvarado
Director

/s/ * October 11, 2017
Robert J. Dennis
Director

/s/ Stacia A. Hylton October 11, 2017
Stacia A. Hylton
Director

/s/ * October 11, 2017
Anne L. Mariucci
Director

/s/ * October 11, 2017
Thurgood Marshall, Jr.
Director

/s/ * October 11, 2017
Charles L. Overby
Director

/s/ * October 11, 2017
John R. Prann, Jr.
Director

*By: /s/ Damon T. Hininger
Damon T. Hininger
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, Tennessee, on the 11th day of October, 2017.

CoreCivic TRS, LLC

By: CoreCivic, Inc.
Its sole member

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

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

/s/ Damon T. Hininger October 11, 2017
Damon T. Hininger
President and Chief Executive Officer (Principal Executive Officer)

/s/ * October 11, 2017
David M. Garfinkle
Executive Vice President and Chief Financial Officer (Principal Financial Officer)

/s/ Brian C. Hammonds October 11, 2017
Brian C. Hammonds
Vice President, Finance & Controller (Principal Accounting Officer)

*By: /s/ Damon T. Hininger
Damon T. Hininger
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, Tennessee, on the 11th day of October, 2017.

CCA South Texas, LLC

By: CoreCivic, Inc.,
Its sole member

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

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

/s/ Damon T. Hininger October 11, 2017
Damon T. Hininger
President and Chief Executive Officer (Principal Executive Officer)

/s/ * October 11, 2017
David M. Garfinkle
Executive Vice President and Chief Financial Officer (Principal Financial Officer)

/s/ Brian C. Hammonds October 11, 2017
Brian C. Hammonds
Vice President, Finance & Controller (Principal Accounting Officer)

*By: /s/ Damon T. Hininger
Damon T. Hininger
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, Tennessee, on the 11th day of October, 2017.

CoreCivic of Tennessee, LLC

By: CoreCivic TRS, LLC

Its sole member

By: /s/ Damon T. Hininger

Damon T. Hininger

President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

/s/ Damon T. Hininger October 11, 2017
Damon T. Hininger
President and Chief Executive Officer (Principal Executive Officer)

/s/ * October 11, 2017
David M. Garfinkle
Executive Vice President and Chief Financial Officer (Principal Financial Officer)

/s/ Brian C. Hammonds October 11, 2017
Brian C. Hammonds
Vice President, Finance & Controller (Principal Accounting Officer)

*By: /s/ Damon T. Hininger
Damon T. Hininger
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, Tennessee, on the 11th day of October, 2017.

TransCor America, LLC

By: /s/ *

Curtiss D. Sullivan
Chief Manager and President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

/s/ * October 11, 2017
Curtiss D. Sullivan
Chief Manager and President (Principal Executive Officer)

/s/ * October 11, 2017
David M. Garfinkle
Executive Vice President and Chief Financial Officer (Principal Financial Officer)

/s/ Brian C. Hammonds October 11, 2017
Brian C. Hammonds
Vice President, Finance & Controller (Principal Accounting Officer)

*By: /s/ Damon T. Hininger
Damon T. Hininger
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, Tennessee, on the 11th day of October, 2017.

CCA Health Services, LLC
CCA International, LLC
Prison Realty Management, LLC
Technical and Business Institute of America, LLC
Correctional Alternatives, LLC

By: CoreCivic of Tennessee, LLC,
Its sole member

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

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

ON BEHALF OF THE FOLLOWING CO-REGISTRANTS:

CCA Health Services, LLC
CCA International, LLC
Prison Realty Management, LLC
Technical and Business Institute of America, LLC
Correctional Alternatives, LLC

/s/ Damon T. Hininger October 11, 2017
Damon T. Hininger
President and Chief Executive Officer (Principal Executive Officer)

/s/ * October 11, 2017
David M. Garfinkle
Executive Vice President and Chief Financial Officer (Principal Financial Officer)

/s/ Brian C. Hammonds October 11, 2017
Brian C. Hammonds
Vice President, Finance & Controller (Principal Accounting Officer)

*By: /s/ Damon T. Hininger
Damon T. Hininger
Attorney-in-fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, Tennessee, on the 11th day of October, 2017.

Avalon Transitional Center Dallas, LLC

By: CoreCivic of Tennessee, LLC,
Its sole member

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Damon T. Hininger, President and Chief Executive Officer, and David M. Garfinkle, Executive Vice President and Chief Financial Officer, or either of them, as his or her true and lawful attorneys-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to file and sign any and all amendments, including post-effective amendments and any registration statement for the same offering that is to be effective under Rule 462(b) of the Securities Act, to the Registration Statement, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agent, or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

/s/ Damon T. Hininger October 11, 2017
Damon T. Hininger
President and Chief Executive Officer (Principal Executive Officer)

/s/ David M. Garfinkle October 11, 2017
David M. Garfinkle
Executive Vice President and Chief Financial Officer (Principal Financial Officer)

/s/ Brian C. Hammonds October 11, 2017
Brian C. Hammonds
Vice President, Finance & Controller (Principal Accounting Officer)

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, Tennessee, on the 11th day of October, 2017.

Avalon Correctional Services, Inc.

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Damon T. Hininger, President and Chief Executive Officer, and David M. Garfinkle, Executive Vice President and Chief Financial Officer, or either of them, as his or her true and lawful attorneys-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to file and sign any and all amendments, including post-effective amendments and any registration statement for the same offering that is to be effective under Rule 462(b) of the Securities Act, to the Registration Statement, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agent, or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

<u>/s/ Damon T. Hininger</u> Damon T. Hininger President and Chief Executive Officer (Principal Executive Officer) and Director	October 11, 2017
<u>/s/ David M. Garfinkle</u> David M. Garfinkle Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Director	October 11, 2017
<u>/s/ Brian C. Hammonds</u> Brian C. Hammonds Vice President, Finance & Controller (Principal Accounting Officer)	October 11, 2017
<u>/s/ Scott D. Irwin</u> Scott D. Irwin Director	October 11, 2017
<u>/s/ Patrick D. Swindle</u> Patrick D. Swindle Director	October 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, Tennessee, on the 11th day of October, 2017.

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 Correction Services, Inc.
its sole member

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Damon T. Hininger, President and Chief Executive Officer, and David M. Garfinkle, Executive Vice President and Chief Financial Officer, or either of them, as his or her true and lawful attorneys-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to file and sign any and all amendments, including post-effective amendments and any registration statement for the same offering that is to be effective under Rule 462(b) of the Securities Act, to the Registration Statement, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agent, or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

ON BEHALF OF THE FOLLOWING CO-REGISTRANTS:

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.

<u>/s/ Damon T. Hininger</u> Damon T. Hininger President and Chief Executive Officer (Principal Executive Officer)	October 11, 2017
<u>/s/ David M. Garfinkle</u> David M. Garfinkle Executive Vice President and Chief Financial Officer (Principal Financial Officer)	October 11, 2017
<u>/s/ Brian C. Hammonds</u> Brian C. Hammonds Vice President, Finance & Controller (Principal Accounting Officer)	October 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, Tennessee, on the 11th day of October, 2017.

CoreCivic, LLC

By: CoreCivic, Inc.
its sole member

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Damon T. Hininger, President and Chief Executive Officer, and David M. Garfinkle, Executive Vice President and Chief Financial Officer, or either of them, as his or her true and lawful attorneys-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to file and sign any and all amendments, including post-effective amendments and any registration statement for the same offering that is to be effective under Rule 462(b) of the Securities Act, to the Registration Statement, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agent, or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

/s/ Damon T. Hininger October 11, 2017
Damon T. Hininger
President and Chief Executive Officer (Principal Executive Officer)

/s/ David M. Garfinkle October 11, 2017
David M. Garfinkle
Executive Vice President and Chief Financial Officer (Principal Financial Officer)

/s/ Brian C. Hammonds October 11, 2017
Brian C. Hammonds
Vice President, Finance & Controller (Principal Accounting Officer)

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, Tennessee, on the 11th day of October, 2017.

Correctional Management, Inc.

By: /s/ Shannon Carst
Shannon Carst
President and Managing Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Damon T. Hininger, Chief Executive Officer, and David M. Garfinkle, Executive Vice President and Chief Financial Officer, or either of them, as his or her true and lawful attorneys-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to file and sign any and all amendments, including post-effective amendments and any registration statement for the same offering that is to be effective under Rule 462(b) of the Securities Act, to the Registration Statement, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agent, or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

<u>/s/ Damon T. Hininger</u> Damon T. Hininger Chief Executive Officer (Principal Executive Officer)	October 11, 2017
<u>/s/ David M. Garfinkle</u> David M. Garfinkle Executive Vice President and Chief Financial Officer (Principal Financial Officer) and Director	October 11, 2017
<u>/s/ Brian C. Hammonds</u> Brian C. Hammonds Vice President, Finance & Controller (Principal Accounting Officer)	October 11, 2017
<u>/s/ Patrick Swindle</u> Patrick Swindle Director	October 11, 2017

[Bass, Berry & Sims PLC Letterhead]

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

October 11, 2017

CoreCivic, Inc.
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Ladies and Gentlemen:

We have acted as counsel to CoreCivic, Inc., a Maryland corporation ("**CoreCivic**"), and special counsel to the subsidiary guarantors of CoreCivic set forth in the Post-Effective Amendment No. 1 filed with Securities and Exchange Commission (the "**Commission**") on October 11, 2017 (the "**Post-Effective Amendment**") to the Registration Statement on Form S-3ASR initially filed on May 15, 2015 (File No. 333-204234) (together with the Post-Effective Amendment, the "**Registration Statement**"), in connection with the preparation and filing of the Post-Effective Amendment under the Securities Act of 1933, as amended (the "**Securities Act**"). The Registration Statement registers the offering, from time to time, of one or more series of registered debt securities to be issued by CoreCivic (the "**Debt Securities**") and of guarantees to such Debt Securities (the "**Guarantees**") by the Subsidiary Guarantors listed on Schedule I attached hereto (the "**Subsidiary Guarantors**"), pursuant to a form of indenture for senior notes filed with the Registration Statement on Form S-3ASR on May 15, 2015, as may be executed, amended or supplemented from time to time (collectively, the "**Indenture**"). The offering of the Debt Securities and the Guarantees will be as set forth in the base prospectus, dated as of May 15, 2015, forming a part of the Registration Statement (the "**Prospectus**"), as supplemented by one or more supplements to the Prospectus (each supplement, a "**Prospectus Supplement**").

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 of 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 listed in Schedule II hereto (the "**Specified Guarantors**"), and, with respect to the opinions set forth in paragraphs 2 and 3 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 organized or incorporated, as the case may be, in the States of Maryland, California, Colorado, Nevada, Oklahoma and Texas, as indicated in Schedule I hereto. Various matters concerning the laws of the States of Colorado and Nevada are addressed in the letter of Brownstein Hyatt Farber Schreck, LLP. Various matters concerning the laws of the States of California, Maryland, Oklahoma and Texas are

addressed in the letters of Latham & Watkins, LLP, Miles & Stockbridge P.C., McAfee & Taft, P.C. 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 of public officials, we have assumed the same to have been properly given and to be accurate.

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;
- (g) The certificates of good standing issued by the Secretary of State offices of the State of Tennessee and the State of Delaware for each of the Specified Guarantors, as applicable, dated as of a recent date; and
- (h) Such other documents we have deemed appropriate or necessary for issuance of this opinion.

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. Each Specified Guarantor is validly existing as a limited liability company in good standing under the laws of the States of Delaware and Tennessee, as applicable.
2. When (i) the applicable Indenture has been duly authorized, executed and delivered by all necessary corporate action of CoreCivic, (ii) the specific terms of a particular series of

Debt Securities have been duly established in accordance with the terms of the applicable Indenture, and authorized by all necessary corporate action of CoreCivic, and (iii) such Debt Securities have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of the applicable underwriting agreement, the applicable Indenture and in the Registration Statement, the Prospectus and any prospectus supplement relating thereto and as contemplated by such corporate action, such Debt Securities will be the legally valid and binding obligations of CoreCivic, enforceable against CoreCivic in accordance with their terms.

3. When (i) the specific terms of any Guarantees of such series of Debt Securities and the terms of the offering thereof have been (A) duly established in conformity with the applicable Indenture, so as not to violate applicable law or rule or regulation thereunder applicable to the Subsidiary Guarantors, affect the enforceability of such Guarantees or result in a default under or breach of any agreement or instrument binding on the Subsidiary Guarantors, and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Subsidiary Guarantors and (B) duly authorized by proper action of the governing body in accordance with the governing documents of the Subsidiary Guarantors, and (ii) such Guarantees have been duly executed, authenticated, issued and delivered in accordance with any applicable underwriting agreement, the applicable Indenture and issued and sold as contemplated in the Registration Statement, the Prospectus and any prospectus supplement relating thereto, such Guarantee will be a legally valid and binding obligation of such Subsidiary Guarantor, enforceable against such Subsidiary Guarantor in accordance with its terms.
4. When the specific terms of any Guarantees of such series of Debt Securities and the terms of the offering thereof have been duly established in conformity with the applicable Indenture, each of the Specified Guarantors will have the requisite limited liability company power to guarantee such Debt Securities 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 Debt Securities are considered in a proceeding in equity or at law); (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.

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act and 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 the Registration Statement and to the reference to our firm under the heading “Legal Matters” in the Prospectus or any Prospectus Supplement. 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

Correctional Alternatives, LLC	California limited liability company
Correctional Management, Inc.	Colorado corporation
CoreCivic, LLC	Delaware limited liability company
CCA International, LLC	Delaware limited liability company
CoreCivic TRS, LLC	Maryland limited liability company
CCA South Texas, LLC	Maryland limited liability company
Avalon Correctional Services, Inc.	Nevada corporation
Carver Transitional Center, L.L.C.	Oklahoma limited liability company
Fort Worth Transitional Center, L.L.C.	Oklahoma limited liability company
Southern Corrections Systems of Wyoming, L.L.C.	Oklahoma limited liability company
Turley Residential Center, L.L.C.	Oklahoma limited liability company
Avalon Tulsa, L.L.C.	Oklahoma limited liability company
CoreCivic of Tennessee, LLC	Tennessee limited liability company
CCA Health Services, LLC	Tennessee limited liability company
Prison Realty Management, LLC	Tennessee limited liability company
Technical and Business Institute of America, LLC	Tennessee limited liability company
TransCor America, LLC	Tennessee limited liability company
ACS Corrections of Texas, L.L.C.	Texas limited liability company
Avalon Corpus Christi Transitional Center, LLC	Texas limited liability company
Avalon Transitional Center Dallas, LLC	Texas limited liability company
EP Horizon Management, LLC	Texas limited liability company

Schedule II

Specified Guarantors

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

Delaware limited liability company
Delaware limited liability company
Tennessee limited liability company
Tennessee limited liability company
Tennessee limited liability company
Tennessee limited liability company
Tennessee limited liability company

October 11, 2017

CoreCivic, Inc.
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Ladies and Gentlemen:

We have acted as local Colorado counsel to CoreCivic, Inc., a Maryland corporation (the "Company"), and Correctional Management, Inc., a Colorado corporation (the "Colorado Subsidiary Guarantor"), in connection with Post-Effective Amendment No. 1 (the "Amendment") to the Registration Statement on Form S-3 (File No. 333-204234) (as amended by the Amendment, the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the registration by the additional co-registrants identified therein, including the Colorado Subsidiary Guarantor, of guarantees (collectively, the "Subsidiary Guarantees") of the Company's debt securities (the "Debt Securities") and together with the Subsidiary Guarantees, the "Securities") issuable under an indenture between the Company and U.S. Bank National Association, as trustee, the form of which has been filed with the Commission on May 15, 2015, as an exhibit to the Registration Statement (the "Form Indenture").

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 Guarantor in connection with the registration of the Subsidiary Guarantees, 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.

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 Form Indenture, (iii) the articles of incorporation and bylaws, each as amended to date, of the Colorado Subsidiary Guarantor (collectively, the "Governing Documents") and (iv) such other agreements, instruments, corporate records and other documents as we have deemed necessary or appropriate for the purpose of issuing this opinion letter. We have also obtained from officers and other representatives and agents of the Colorado Subsidiary Guarantor and from public officials, and have relied upon, such certificates, representations and assurances as we have deemed necessary or appropriate.

Without limiting the generality of the foregoing, in issuing this opinion letter, we have, with your permission, assumed without independent verification that (i) each document we have reviewed or which is referenced herein has been or will be duly executed and delivered by the parties thereto to the extent due execution and delivery are prerequisites to the effectiveness thereof; (ii) the statements of fact and representations and warranties set forth in the documents we have reviewed are, or at all relevant times will be, true and correct as to factual matters; (iii) each natural person executing a document has or will have sufficient legal capacity to do so; (iv) all documents submitted to us as originals are authentic, the

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main 303.223.1100

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; (v) all corporate records made available to us by the Colorado Subsidiary Guarantor, and all public records we have reviewed, are accurate and complete; (vi) any and all agreements, instruments, certificates or other documents relating to the offering, issuance or sale of any Securities, including, without limitation, the base indenture and any supplemental indenture pursuant to which any Securities are issued and any document(s) evidencing a Subsidiary Guarantee (collectively, the "Securities Documents") have been or will be duly authorized, executed and delivered by each of the parties thereto; (vii) the obligations of each party set forth in the Securities Documents are or will be its valid and binding obligations, enforceable in accordance with their respective terms; (viii) no Securities will be offered, issued or sold in violation or breach of, nor will any such offering, issuance or sale result in a default under, the Governing Documents or any agreement or instrument that is binding upon the Company or the Colorado Subsidiary Guarantor or any requirement or restriction imposed by any governmental or regulatory agency, authority or body; and (ix) the Colorado Subsidiary Guarantor has taken or will take all corporate action required in connection with the authorization, offering, issuance and sale of any Securities (including, without limitation, any Subsidiary Guarantee issued or to be issued by the Colorado Subsidiary Guarantor), and all Securities will be offered, issued and sold, in compliance with all applicable laws, the Governing Documents and the relevant Securities Documents in effect at all relevant times (collectively, "Corporate Proceedings").

We are qualified to practice law in the State of Colorado. The opinions set forth herein are expressly limited to the general corporate 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. The Colorado Subsidiary Guarantor is validly existing as a corporation and in good standing under the laws of the State of Colorado.
2. The Colorado Subsidiary Guarantor has the corporate power and authority to enter into the Subsidiary Guarantees to which it is a party.
3. If and when all Corporate Proceedings have been taken and completed by the Colorado Subsidiary Guarantor in respect of any Subsidiary Guarantee relating to a series of Debt Securities, such Subsidiary Guarantee will be duly authorized by the Colorado Subsidiary Guarantor.

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 such time as the Amendment becomes effective. 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 the Registration Statement and the reference to our firm under the heading “Legal Matters” in any prospectus supplement pursuant to the Registration Statement relating to any issuance of Securities with respect to which the Colorado Subsidiary Guarantor enters into a Subsidiary Guarantee. 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 Securities, as filed with the Commission.

Very truly yours,

/s/ Brownstein Hyatt Farber Schreck, LLP

October 11, 2017

CoreCivic, Inc.
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Ladies and Gentlemen:

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 Post-Effective Amendment No. 1 (the "Amendment") to the Registration Statement on Form S-3 (File No. 333-204234) (as amended by the Amendment, the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the registration by the additional co-registrants identified therein, including the Nevada Subsidiary Guarantor, of guarantees (collectively, the "Subsidiary Guarantees") of the Company's debt securities (the "Debt Securities" and together with the Subsidiary Guarantees, the "Securities") issuable under the form of Indenture filed with the Commission on May 15, 2015 (the "Form Indenture"), as may be executed, supplemented or amended from time to time (the "Indenture").

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 Subsidiary Guarantees, 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.

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 Form Indenture, (iii) the articles of incorporation and bylaws, each as amended to date, of the Nevada Subsidiary Guarantor (collectively, the "Governing Documents") and (iv) such other agreements, instruments, corporate records and other documents as we have deemed necessary or appropriate for the purpose of issuing this opinion letter. We have also obtained from officers and other representatives and agents of the Nevada Subsidiary Guarantor and from public officials, and have relied upon, such certificates, representations and assurances as we have deemed necessary or appropriate.

Without limiting the generality of the foregoing, in issuing this opinion letter, we have, with your permission, assumed without independent verification that (i) each document we have reviewed or which is referenced herein has been or will be duly executed and delivered by the parties thereto to the extent due execution and delivery are prerequisites to the effectiveness thereof; (ii) the statements of fact and representations and warranties set forth in the documents we have reviewed are, or at all relevant times will be, true and correct as to factual matters; (iii) each natural person executing a document has or will have sufficient legal capacity to do so; (iv) all documents submitted to us as originals are authentic, the

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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; (v) all corporate records made available to us by the Nevada Subsidiary Guarantor, and all public records we have reviewed, are accurate and complete; (vi) any and all agreements, instruments, certificates or other documents relating to the offering, issuance or sale of any Securities, including, without limitation, any supplemental indenture pursuant to which any Securities are issued and any document(s) evidencing a Subsidiary Guarantee (collectively, the "Securities Documents") have been or will be duly authorized, executed and delivered by each of the parties thereto; (vii) the obligations of each party set forth in the Securities Documents are or will be its valid and binding obligations, enforceable in accordance with their respective terms; (viii) no Securities will be offered, issued or sold in violation or breach of, nor will any such offering, issuance or sale result in a default under, the Governing Documents or any agreement or instrument that is binding upon the Company or the Nevada Subsidiary Guarantor or any requirement or restriction imposed by any governmental or regulatory agency, authority or body; and (ix) the Nevada Subsidiary Guarantor has taken or will take all corporate action required in connection with the authorization, offering, issuance and sale of any Securities (including, without limitation, any Subsidiary Guarantee issued or to be issued by the Nevada Subsidiary Guarantor), and all Securities will be offered, issued and sold, in compliance with all applicable laws, the Governing Documents and the relevant Securities Documents in effect at all relevant times (collectively, "Corporate Proceedings").

We are qualified to practice law in the State of Nevada. The opinions set forth herein are expressly limited to 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 Subsidiary Guarantees to which it is a party.
3. If and when all Corporate Proceedings have been taken and completed by the Nevada Subsidiary Guarantor in respect of any Subsidiary Guarantee relating to a series of Debt Securities, such Subsidiary Guarantee will be duly authorized 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 such time as the Amendment becomes effective. 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 the Registration Statement and to the reference to our firm under the heading "Legal Matters" in the prospectus or any prospectus supplement pursuant to the Registration Statement. 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 Securities, as filed with the Commission.

Very truly yours,

/s/ Brownstein Hyatt Farber Schreck, LLP

October 11, 2017

CoreCivic, Inc.
10 Burton Hills Boulevard
Nashville, Tennessee 37215

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 the filing of Post-Effective Amendment No. 1 (the "Amendment") to the registration statement on Form S-3ASR (No. 333-204234) (as amended, the "Registration Statement") by CoreCivic, Inc., a Maryland corporation, initially filed on May 15, 2015, and the subsidiary guarantors listed in the Registration Statement, including the Oklahoma Guarantors (the "Subsidiary Guarantors"). At your request, this opinion is being furnished to you for filing as Exhibit 5.6 to the Amendment.

You have provided us with a draft of the Amendment in the form in which it will be filed. The Amendment registers the issuances by the Subsidiary Guarantors of guarantees (the "Notes Guarantees") of debt securities issued by CoreCivic, Inc.

Documents Reviewed

We have reviewed the following documents:

- (i) Form of Indenture filed as an exhibit to the Registration Statement on May 15, 2015 (as may be executed, amended, or supplemented from time to time, the "Indenture");
- (ii) the Registration Statement and the prospectus contained therein (the "Prospectus");
- (iii) Articles of Organization of the Oklahoma Guarantors as certified by the Oklahoma Secretary of State on October 3, 2017;

- (iv) Operating Agreements of the Oklahoma Guarantors as certified by the sole member of the Oklahoma Guarantor as of October 11, 2017;
- (v) Written consent of the sole member of the Oklahoma Guarantors as certified by David Garfinkle, the Executive Vice President and Chief Financial Officer of the each of the Oklahoma Guarantors and Scott Irwin, the Executive Vice President, General Counsel and Secretary of each of the Oklahoma Guarantors, as of October 11, 2017; and
- (vi) Certificates regarding the good standing of the Oklahoma Guarantors issued by the Oklahoma Secretary of State on October 3, 2017.

Opinions

Based upon the foregoing, it is our opinion that:

1. The Oklahoma Guarantors validly exist as a limited liability companies in good standing in Oklahoma.

2. When (i) the issuance and terms of any Notes Guarantees by the Oklahoma Guarantors and the terms of the offering thereof have been (A) duly established in conformity with the applicable indenture or any supplemental indenture thereto, so as not to violate applicable law, or rule or regulation thereunder applicable to the Oklahoma Guarantors, affect the enforceability of such Notes Guarantees or result in a default under or breach of any agreement or instrument binding on the Oklahoma Guarantors, and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Oklahoma Guarantors and (B) duly authorized by proper action of the sole member in accordance with the operating agreements of the Oklahoma Guarantors, and (ii) such Notes Guarantees have been duly executed, authenticated, issued, and delivered in accordance with any applicable underwriting agreement, the applicable indenture, and any supplemental indenture thereto and issued and sold as contemplated in the Post-Effective Amendment, the Registration Statement, the Prospectus, and any prospectus supplement relating thereto, each of the Oklahoma Guarantors will have the limited liability company power and authority to execute, deliver, and perform its obligations under the applicable indenture, any supplemental indenture, and the Notes Guarantees to the extent the Oklahoma Guarantor is a party thereto; and

3. The Notes Guarantees, upon being duly authorized by all necessary limited liability company action, executed by an authorized signatory, and delivered, will be validly authorized, executed, and delivered for Oklahoma Limited Liability Act purposes by each of 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 (vi) 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 that each of the persons whose consent is required to authorize Oklahoma Guarantors to execute and deliver the Notes Guarantees, (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 Notes Guarantees by the Oklahoma Guarantors and the performance of their obligations thereunder.

(e) 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.

(f) 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.

We consent to the filing of this opinion letter as an exhibit to the Amendment 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

October 11, 2017

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

CoreCivic, Inc.
10 Burton Hills Boulevard
Nashville, Tennessee 37215

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' proposed guarantees (collectively, the "**Debt Guarantees**") of debt securities (collectively, the "**Debt Securities**") to be issued from time to time by CoreCivic, Inc., a Maryland corporation ("**CoreCivic**" or the "**Issuer**"), pursuant to forms of senior and subordinated notes indentures (as may be executed, amended or supplement from time to time, collectively, the "**Indentures**") that were filed with the Securities and Exchange Commission (the "**Commission**") as exhibits to the Issuer's registration statement on Form S-3 (as such has been or may hereafter be amended, supplemented, modified, renewed, extended and/or restated from time to time, the "**Registration Statement**") on or about May 15, 2015.

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) Certificate of Formation of ACS Corrections of Texas, L.L.C.;
- (b) Operating Agreement of ACS Corrections of Texas, L.L.C.;
- (c) Certificate of Formation of Avalon Corpus Christi Transitional Center, LLC;
- (d) Certificate of Amendment to Certificate of Formation of Avalon Corpus Christi Transitional Center, LLC;
- (e) Operating Agreement of Avalon Corpus Christi Transitional Center, LLC;
- (f) Certificate of Formation of Avalon Transitional Center Dallas, LLC;
- (g) Certificate of Amendment to Certificate of Formation of Avalon Transitional Center Dallas, LLC;

- (h) Operating Agreement of Avalon Transitional Center Dallas, LLC;
- (i) Certificate of Formation of EP Horizon Management, LLC;
- (j) Operating Agreement of EP Horizon Management, LLC;
- (k) the Status Certificates (as defined in subpart (v) below); and
- (l) the Evidences (as defined in subpart (vii) below).

Items (a) through (l) 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 that is a limited liability company, 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 to guarantee the Debt Securities pursuant to the terms of the Indentures and to perform their obligations under the Debt Guarantees (each an “**Officers’ Certificate**”);

(ii) with respect to each Texas Subsidiary Guarantor that is a limited liability company, a certificate dated October 6, 2017, issued by the Office of the Secretary of State of Texas, attesting to the limited liability company status 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 October 10, 2017, from the Comptroller of Public Accounts of the State of Texas (collectively, the “**Evidences**”); and

(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 Registration Statement or the Indentures and have not advised the Issuer or 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 Registration Statement, the Indentures, certificates of public officials and of officers and representatives of the Issuer and 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 Indentures 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, Registration Statement, 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 Issuer and 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 in good standing under the laws of the State of Texas.
- (2) When (i) the issuance and terms of any Debt Guarantees by the Texas Subsidiary Guarantors and the terms of the offering thereof have been (A) duly established in conformity with the applicable indenture or any supplemental indenture thereto, so as not to violate applicable law, or rule or regulation thereunder applicable to the Texas Subsidiary Guarantors, affect the enforceability of such Debt Guarantees or result in a default under or breach of any agreement or instrument binding on the Texas Subsidiary Guarantors, and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Texas Subsidiary Guarantors and (B) duly authorized by proper action of the in accordance with the Corporate Documents of the Texas Subsidiary Guarantors, and (ii) such Debt Guarantees have been duly executed, authenticated, issued, and delivered in accordance with any applicable underwriting agreement, the applicable indenture and any supplemental indenture thereto and issued and sold as contemplated in that certain Post-Effective Amendment No. 1 to the Registration Statement, the Registration Statement, the prospectus contained within the Registration Statement and any prospectus supplement relating thereto, the Texas Subsidiary Guarantors will:
 - a. Have the limited liability company power and authority to execute, deliver and perform their respective obligations under the applicable indenture, any supplemental indenture and the Debt Guarantees to the extent any Texas Subsidiary Guarantors is a party thereto; and

- b. The Debt Guarantees, upon being duly authorized by all necessary limited liability company action, executed by an authorized signatory and delivered, will be validly authorized, executed and delivered for limited liability company law purposes by each of the Texas Subsidiary Guarantors.

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.

Miscellaneous

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to our firm under the heading "Legal Matters" in the prospectus or any prospectus supplement pursuant to the Registration Statement. 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 or the rules and regulations of the Commission thereunder.

Very truly yours,

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

By: /s/ Emmett W. Berryman
Emmett W. Berryman, Partner

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

STATEMENT REGARDING COMPUTATION OF RATIOS

	Years ended December 31,					6 Months
	2012	2013	2014	2015	2016	Ended June 30, 2017
Pre-tax income from continuing operations before min. int.	244,479	169,597	201,965	230,215	228,172	101,249
Equity loss (income)	(323)	(78)	(720)	126	41	21
Fixed charges	61,554	47,941	45,674	48,840	59,384	30,346
Distributed income of equity investees	—	—	—	—	—	—
Less capitalized interest	(1,057)	(836)	(2,525)	(5,478)	(552)	—
Earnings, as defined	304,653	216,624	244,394	273,703	287,045	131,616
Interest expense	56,181	43,596	40,047	40,389	55,685	28,780
Capitalized interest	1,057	836	2,525	5,478	552	—
Amortization of debt & discount/premium	4,316	3,509	3,102	2,973	3,147	1,566
Fixed charges, as defined	61,554	47,941	45,674	48,840	59,384	30,346
Ratio of earnings to fixed charges	4.9x	4.5x	5.4x	5.6x	4.8x	4.3x