

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON AUGUST 12, 1996
 REGISTRATION NO. 333-_____

SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

FORM S-8
 REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

WACKENHUT CORRECTIONS
 CORPORATION
 (Exact Name of Registrant as Specified in its Charter)

FLORIDA
 (State or Other Jurisdiction of Incorporation
 or Organization)

65-0043078
 (I.R.S. Employer
 Identification No.)

4200 WACKENHUT DRIVE #100
 PALM BEACH GARDENS, FLORIDA 33410-4243
 (561) 622-5656
 (Address, Including Zip Code, and Telephone Number, Including Area Code, of
 Registrant's Principal Executive Offices)

NONEMPLOYEE DIRECTOR STOCK OPTION PLAN
 (Full Title of the Plan)

JAMES P. ROWAN, ESQ.
 4200 WACKENHUT DRIVE #100
 PALM BEACH GARDENS, FLORIDA 33410-4243
 (561) 622-5656
 (Name, Address, Including Zip Code, and Telephone Number, Including Area Code,
 of Agent for Service)

COPIES OF ALL COMMUNICATIONS TO:

STEPHEN K. RODDENBERRY, ESQ.
 AKERMAN, SENTERFITT & EIDSON, P.A.
 SUNTRUST INTERNATIONAL CENTER
 ONE S.E. 3RD AVENUE, 28TH FLOOR
 MIAMI, FLORIDA 33131-1704
 (305) 374-5600

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (2)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price (3)	Amount of Registration Fee
Common Stock, par value \$.01 per share (1)	60,000	\$26 3/4(3)	\$1,605,000	\$553.40

- (1) Includes shares issuable under the Wackenhut Corrections Corporation Nonemployee Director Stock Option Plan (the "Plan").
- (2) This Registration Statement also covers any additional shares that may hereafter become issuable as a result of the adjustment provisions of the Plan.
- (3) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457 under the Securities Act of 1933, as amended. The proposed Maximum Offering Price is based on the average of the high and low prices of shares of Common Stock as reported on the New York Stock Exchange on August 9, 1996 of \$26 3/4 per share.

Total Number of Sequentially Numbered Pages _____
Exhibit Index on Sequentially Numbered Page _____

EXPLANATORY NOTE

The first part of this Registration Statement has been prepared in accordance with the requirements of Form S-8 and is intended to be used to register shares to be issued and sold pursuant to the Plan. The Prospectus filed as part of this Registration Statement has been prepared in accordance with the requirements of Form S-3 and may be used for reofferings or resales of common stock previously acquired or to be acquired by the participants in the Plan who are deemed control persons of the Company.

PART I

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

REOFFER PROSPECTUS PREPARED IN
ACCORDANCE WITH THE REQUIREMENTS OF
PART I OF FORM S-3

(BEGINS ON NEXT PAGE)

REOFFER PROSPECTUS

WACKENHUT CORRECTIONS CORPORATION

12,000 SHARES

COMMON STOCK
(PAR VALUE \$.01 PER SHARE)-----
WACKENHUT CORRECTIONS CORPORATION
NONEMPLOYEE DIRECTOR STOCK OPTION PLAN

This Prospectus is being used in connection with the reoffering by certain directors and/or other affiliates named herein (the "Selling Shareholders") of Wackenhut Corrections Corporation, a Florida corporation (the "Company" or the "Registrant"), of shares of Common Stock, par value \$.01 per share, of the Registrant (the "Common Stock") previously acquired by them pursuant to the Wackenhut Corrections Corporation Nonemployee Director Stock Option Plan (the "Plan").

All expenses of registration incurred in connection with this offering are being borne by the Company, but all brokerage commissions, discounts and other expenses incurred by individual Selling Shareholders will be borne by the individual Selling Shareholder. The Company will not be entitled to any of the proceeds from such sales, although the Company is entitled to receive the exercise price of the options under which the shares of Common Stock are acquired by the Selling Shareholders.

The Common Stock is listed on the New York Stock Exchange under the symbol "WHC." On August 9, 1996, the last reported sales price of the Common Stock on the New York Stock Exchange was \$26 1/4 per share.

SEE "RISK FACTORS" FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE CONSIDERED BY PROSPECTIVE PURCHASERS OF THE SECURITIES OFFERED HEREBY.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

No person has been authorized to give any information or to make any representations, other than those in this Prospectus, in connection with the offer contained in this Prospectus, and, if given or made, such information or representations must not be relied upon as having been authorized by the Company. This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any of the securities offered hereby in any state to or from any person to whom it is unlawful to make or solicit such offer in such state. Neither the delivery of this Prospectus nor any sales made hereunder shall under any circumstances create any implication that there has been no change in the information herein since the date hereof.

THE DATE OF THIS PROSPECTUS IS AUGUST 12, 1996

AVAILABLE INFORMATION

The Company is a reporting company subject to the informational requirements of the Securities Exchange Act of 1934 (the "Exchange Act") and, in accordance therewith, files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information may be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, NW, Washington, D.C. 20549 and at the following Regional Offices of the Commission: Northeast Regional Office, 7 World Trade Center, Suite 1300, New York, New York 10048; and Midwest Regional Office, Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such material can be obtained from the Public Reference Section of the Commission, Judiciary Plaza, 450 Fifth Street, NW, Washington, D.C. 20549 upon payment of prescribed fees. In addition, all reports, proxy statements and other information filed by the Company should also be available for inspection at the offices of The New York Stock Exchange at 20 Broad Street, New York, New York 10005.

The Company has filed with the Commission a Registration Statement on Form S-8, relating to the Common Stock offered hereby (the "Registration Statement"). This Prospectus, which is a part of the Registration Statement, does not contain all of the information set forth in the Registration Statement and the exhibits and schedules thereto. For further information with respect to the Company and the Common Stock offered hereby, reference is hereby made to the Registration Statement and the exhibits and schedules filed as a part thereof, which may be obtained from the Commission in the manner set forth above.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The following documents filed by the Company with the Commission are incorporated herein by reference: (1) Annual Report on Form 10-K for the fiscal year ended December 31, 1995; (2) Quarterly Report on Form 10-Q for the thirteen weeks ended March 31, 1996; and (3) Description of the Company's Common Stock contained in the Company's Registration Statement on Form 8-A filed with the Commission on June 27, 1994, and any amendment or report filed with the Commission for the purpose of updating such description.

All documents filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the date of this Prospectus and prior to the termination of the offering made hereby shall be deemed to be incorporated by reference into this Prospectus and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any subsequently filed document which is or is deemed to be incorporated by reference herein modifies or supersedes such statement.

The Company will furnish, without charge, to each person to whom a Prospectus is delivered, upon written or oral request, a copy of the foregoing Annual Report on Form 10-K, the foregoing Quarterly Report on Form 10-Q and the foregoing Registration Statement on Form 8-A, in each case other than exhibits thereto (unless such exhibits are specifically incorporated by reference therein). Requests for such documents should be submitted in writing to Wackenhut Corrections Corporation, 4200 Wackenhut Drive #100, Palm Beach Gardens, Florida 33410-4243, Attention: Corporate Secretary, or by telephone at (561) 622-5656.

THE COMPANY

Wackenhut Corrections Corporation is a leading developer and manager of privatized correctional and detention facilities in the United States, the United Kingdom and Australia. The Company was founded in 1984 as a division of The Wackenhut Corporation ("Parent"), a leading provider of professional security services, and was incorporated in Florida in April 1988.

The Company offers governmental agencies a comprehensive range of correctional and detention facility management services from individual consulting projects to the integrated design, development and management of such facilities. In addition to providing the fundamental residential services relating to the security of facilities and the detention and care of inmates, the Company has built a reputation as an effective provider of a wide array of in-facility rehabilitative and educational programs, such as chemical dependency counseling and treatment, basic education, and job and life skills training. Additionally, the Company is continuously seeking to expand into complementary services such as work release programs, youth detention services and prisoner transport services (known as court escort services in the United Kingdom).

The company's principal executive offices are located at 4200 Wackenhut Drive, #100, Palm Beach Gardens, Florida 33410-4243, and its telephone number is (561) 622-5656.

RISK FACTORS

An investment in the shares of Common Stock offered hereby involves a high degree of risk. Prospective investors should consider carefully the following risk factors, which can affect the Company's current position and future prospects, in addition to the other information set forth in this Prospectus in connection with an investment in the shares of Common Stock offered hereby.

REVENUE AND PROFIT GROWTH DEPENDENT ON EXPANSION. The Company's growth will depend to a significant degree upon its ability to obtain additional construction and management contracts and to retain existing management contracts. The Company's growth is generally dependent on the construction and management of new correctional and detention facilities, since contracts to manage existing public facilities are not typically offered to private operators. The rate of construction of new facilities and, therefore, the Company's potential for growth will depend on a number of factors, including crime rates and sentencing patterns in countries in which the Company operates, governmental and public acceptance of the concept of privatization, the number of facilities available for privatization and the Company's ability to obtain awards for contracts and to integrate new facilities into its management structure on a profitable basis. In addition, certain jurisdictions recently have required the successful bidder to make a significant capital investment in connection with the financing of a particular project. The Company's ability to secure awards under such circumstances will, therefore, also depend on the Company having sufficient capital resources. The Company anticipates that there will be significant competition among operators of correctional and detention facilities for construction and management contracts for new facilities and for the renewal of contracts upon expiration. Accordingly, there can be no assurance that the Company will be able to obtain additional contracts to construct or manage new facilities or to retain its existing contracts upon expiration thereof.

GROWTH STRATEGY. The Company intends to grow through internal expansion and through selective acquisitions of additional companies. There can be no assurance that the Company will be able to identify, acquire or profitably manage additional companies or successfully integrate such additional companies into the Company without substantial costs, delays or other problems. In addition, there can be no assurance that companies acquired in the future will be profitable at the time of their acquisition or will achieve levels of profitability that justify the investment therein. Acquisitions may involve a number of special risks, including, but not limited to, adverse short-term effects on the Company's reported operating results, diversion of management's attention, dependence on retaining, hiring and training key personnel, risks associated with unanticipated problems or legal liabilities and

amortization of acquired intangible assets, some or all of which could have a material adverse effect on the Company's operations and financial performance.

CONTRACT DURATION. The Company's facility management contracts typically have terms ranging from one to five years. The Company has two contracts that will expire in 1996, one of which has a two-year renewal option which is automatically renewed subject to legislative appropriation and one of which will be subject to competitive re-bid. The Company's management contracts generally contain one or more renewal options for terms ranging from one to five years. Only the contracting governmental agency may exercise a renewal option. No assurance can be given that any agency will exercise a renewal option in the future. Additionally, the contracting governmental agency typically may terminate a facility contract without cause by giving the Company adequate written notice.

CONTRACTS SUBJECT TO GOVERNMENTAL FUNDING. The Company's facility management contracts are subject to either annual or bi-annual governmental appropriations. A failure by a governmental agency to receive such appropriations could result in termination of the contract by such agency or a reduction of the management fee payable to the Company. In addition, even if funds are appropriated, delays in payments may occur which could negatively affect the Company's cash flow. Furthermore, in certain cases the development and construction of facilities to be managed by the Company are subject to obtaining construction financing. Such financing may be obtained through a variety of means, including without limitation, sale of tax-exempt bonds or other obligations or direct governmental appropriation. The sale of tax-exempt bonds or other obligations may be adversely affected by changes in applicable tax laws or adverse changes in the market for tax-exempt bonds or other obligations.

GOVERNMENTAL REGULATION: OVERSIGHT, AUDITS AND INVESTIGATIONS. The Company's business is highly regulated by a variety of governmental authorities which continuously oversee the Company's business and operations. For example, the contracting agency typically assigns full-time, on-site personnel to a facility to monitor the Company's compliance with contract terms and applicable regulations. Failure by the Company to comply with contract terms or regulations could expose it to substantial penalties, including the loss of a management contract. In addition, changes in existing regulations could require the Company to modify substantially the manner in which it conducts business and, therefore, could have a material adverse effect on the Company.

Additionally, the Company's contracts give the contracting agency the right to conduct audits of the facilities and operations managed by the Company for the agency, and such audits occur routinely. An audit involves a governmental agency's review of the Company's compliance with the prescribed policies and procedures established with respect to the facility. The Company also may be subject to investigations as a result of an audit, an inmate's complaint or other causes.

FACILITY OCCUPANCY LEVELS. A substantial portion of the Company's revenues are generated under facility management contracts that specify a net rate per day per inmate ("per diem rate") based upon occupancy rates (some of which provide guaranteed minimum occupancy levels), while a substantial portion of the Company's cost structure is fixed. Under a per diem rate structure, a decrease in occupancy rates could cause a decrease in revenues and profitability. The Company is, therefore, dependent on government agencies supplying Company facilities with a sufficient number of inmates to meet the facilities' design capacities. A failure to do so may cause the Company to forgo revenues and income or delay recognition of revenues and income to later periods. The Company has recently experienced a delay in filling three Texas facilities to their design capacities in accordance with the anticipated schedule set forth in the contracts.

ACCEPTANCE OF PRIVATIZED CORRECTIONAL AND DETENTION FACILITIES. Management of correctional and detention facilities by private entities has not achieved complete acceptance by either governments or the public. Some sectors of the federal government and some state governments are legally unable to delegate their traditional management responsibilities for correctional and detention facilities to private companies. The operation of

correctional and detention facilities by private entities is a relatively new concept, is not widely understood by the public and has encountered resistance from certain groups, such as labor unions, local sheriff's departments and groups that believe correctional and detention facility operations should only be conducted by governmental agencies. Such resistance may cause a change in public and government acceptance of privatized correctional facilities. In addition, changes in dominant political parties in any of the markets in which the Company operates could result in significant changes to previously established views of privatization in such markets.

OPPOSITION TO FACILITY LOCATION AND ADVERSE PUBLICITY. The Company's success in obtaining new awards and contracts may depend in part upon its ability to locate land that can be leased or acquired on economically favorable terms by the Company or other entities working with the Company in conjunction with the Company's proposal to construct and/or manage a facility. Some locations may be in or near populous areas and, therefore, may generate legal action or other forms of opposition from residents in areas surrounding a proposed site. The Company's business is subject to public scrutiny. In addition to possible negative publicity about privatization in general, an escape, riot or other disturbance at a Company-managed facility or another privately-managed facility may result in publicity adverse to the Company and the industry in which it operates, which could materially adversely affect the Company's business.

BUSINESS CONCENTRATION. Contracts with governmental agencies of the State of Texas accounted for 41% and 48% of the Company's revenues in Fiscal 1994 and Fiscal 1993, respectively. Contracts with the New South Wales Department of Corrective Services accounted for 15% of the Company's revenues in Fiscal 1994. Contracts with the Queensland Corrective Services Commission accounted for 13% of the Company's revenues in Fiscal 1994. Contracts with the Louisiana Department of Public Safety and Corrections accounted for 13% and 17% of the Company's revenues in Fiscal 1994 and Fiscal 1993, respectively. The loss of, or a significant decrease in, business from one or more of the foregoing agencies could have a material adverse effect on the Company's results of operations.

POTENTIAL LEGAL LIABILITY. The Company's management of correctional and detention facilities exposes it to potential third-party claims or litigation by prisoners or other persons for personal injury or other damages resulting from contact with Company-managed facilities, programs, personnel or prisoners, including damages arising from a prisoner's escape or from a disturbance or riot at a Company-managed facility. In addition, the Company's management contracts generally require the Company to indemnify the governmental agency against any damages to which the governmental agency may be subject in connection with such claims or litigation. The Company participates in an insurance program maintained by Parent that provides coverage for certain liability risks faced by the Company, including personal injury, bodily injury, death or property damage to a third party where the Company is found to be negligent. There can be no assurance, however, that the Company's insurance will be adequate to cover all potential claims. In addition, the Company is involved in certain litigation matters relating to certain of its facilities.

DEPENDENCE ON PARENT FOR CERTAIN SERVICES. The Company has historically been dependent upon Parent for various services including legal, accounting, financial, data processing, auditing, treasury, cash management, insurance, government contract management and human resource services. Parent continues to provide certain of these services to the Company at a fixed annual fee under a contract that was renewed for a two-year term expiring December 31, 1997. In addition, the Company is a named insured under an insurance program maintained by Parent that includes commercial general liability, automobile liability and workers compensation coverage. The Company reimburses Parent for direct and indirect costs associated with such coverage. No assurance can be given that Parent will continue to provide the Company such services or insurance coverage after December 31, 1997 and the cost of such services and insurance coverage may be significantly higher if the Company purchases such services or coverage from unaffiliated providers.

INFLATION. The Company's largest facility management expense is personnel costs. Most of the Company's facility management contracts provide for payments to the Company of either fixed management fees or

fees that increase by only small amounts during their terms. If, due to inflation or other causes, the Company must increase the wages and salaries of its employees at rates faster than increases, if any, in management fees, then the Company's profitability would be adversely affected.

COMPETITION. The Company competes with a number of companies, including, but not limited to, Corrections Corporation of America, Esmore Correctional Services, Inc., Group 4 International Correction Services, Securicor Group, U.K. Detention Services, Ltd. and U.S. Corrections Corporation. Some of these companies are larger and have greater resources than the Company. The Company also competes in some markets with small local companies that may have better knowledge of the local conditions and may be better able to gain political and public acceptance. Potential competitors can enter the Company's business without substantial capital investment or previous experience in the management of correctional and detention facilities. In addition, in some markets, the Company may compete with governmental agencies that manage correctional facilities.

ECONOMIC RISKS ASSOCIATED WITH DEVELOPMENT ACTIVITIES. When the Company is engaged to perform construction and design services for a facility, the Company typically acts as the primary contractor and subcontracts with other parties who act as the general contractor. As primary contractor, the Company is subject to the various risks of construction (including, without limitation, shortages of labor and materials, work stoppages, labor disputes and weather interference) which could cause construction delays, and the Company is subject to the risk that the general contractor will be unable to complete construction at the budgeted cost or be unable to fund any excess construction costs. Under such contracts the Company is ultimately liable for all late delivery penalties and cost overruns.

FACILITY LEASE LIABILITY. The Company currently leases four of the facilities that it manages. One of the leases for such facilities does not terminate upon the completion or termination of the management contract for such facility. If a management contract for such a facility is completed or terminated, the Company would be obligated to continue to make lease payments until expiration of the facility lease, even though it no longer would receive management fees with respect to such facility. Under such leases, the Company may have no contractual remedy to obtain reimbursement. At December 1, 1995, the Company's maximum potential remaining liability under such leases was approximately \$118,000.

CONTROL OF COMPANY. George R. Wackenhut and his wife, Ruth J. Wackenhut, together, through trusts over which they have sole dispositive and voting power control approximately 50.004% of the issued and outstanding voting common stock of Parent. Parent owns approximately 55% of the issued and outstanding shares of Common Stock of the Company. As a result, through Parent, George R. Wackenhut and Ruth J. Wackenhut will be able to control virtually all matters requiring approval of the shareholders of the Company, including the election of all of the directors. Although Parent intends to maintain a controlling interest in the Company and has no present plans to distribute or otherwise dispose of its shares in the Company, Parent recognizes that the Company may need additional capital as it expands and that the Company may sell additional shares with the result that Parent may own less than 50% of the shares of the Company.

ANTI-TAKEOVER PROVISIONS. Pursuant to the Company's Articles of Incorporation, the Company's Board of Directors has the authority to issue shares of preferred stock and to determine the rights, preferences, privileges and restrictions of such shares without any further vote or action by the Company's shareholders. The issuance of preferred stock under certain circumstances could have the effect of delaying or preventing a change in control of the Company. In addition, certain provisions of the Florida Business Corporation Act have anti-takeover effects and may inhibit a non-negotiated merger or other business combination. These provisions are intended to encourage any person interested in acquiring the Company to negotiate with, and to obtain the approval of, the Board of Directors in connection with such a transaction. However, certain of these provisions may discourage a future acquisition of the Company, including an acquisition in which the shareholders might otherwise receive a premium for their shares. As a result, shareholders who might desire to participate in such a transaction may not have the opportunity to do so.

DEPENDENCE UPON EXECUTIVE OFFICERS AND OTHER KEY EMPLOYEES. The continued success of the Company is dependent to a significant degree upon the continuing services of its executive officers. The loss or unavailability of any of the Company's executive officers could have an adverse effect on the Company. In addition, the Company is dependent upon its ability to hire and retain senior operational employees.

DESCRIPTION OF PLAN

The Plan grants to each Nonemployee Director the option to purchase 1,000 shares of the Company's Common Stock upon his or her election and each re-election to the Company's Board of Directors. The aggregate number of shares of Common Stock that may be issued under the Plan is 60,000 shares.

SELLING SHAREHOLDERS

The following table shows the names of the Selling Shareholders and positions with the Company, the number of shares of the Company's Common Stock beneficially owned by each of the Selling Shareholders as of August 9, 1996, the number of shares of Common Stock covered by this Prospectus and the number and percentage of Common Stock to be beneficially owned by each Selling Shareholder after the completion of the Offering:

SELLING SHAREHOLDER	POSITION WITH THE COMPANY	NUMBER OF SHARES BENEFICIALLY OWNED PRIOR TO OFFERING (1)	NUMBER OF SHARES COVERED BY THIS PROSPECTUS	NUMBER OF SHARES BENEFICIALLY OWNED AFTER OFFERING (2)	% OF COMMON STOCK BENEFICIALLY OWNED AFTER OFFERING (2)
Norman A. Carlson	Director	4,000	3,000	1,000	*
Benjamin R. Civiletti	Director	3,000	3,000	0	0
Manuel J. Justiz	Director	3,000	3,000	0	0
Anthony P. Travisono	Director	3,000	3,000	0	0

* less than 1% of issued and outstanding shares

(1) Includes shares subject to options which are exercisable within sixty days of this Prospectus.

(2) Assumes that all shares offered hereby are sold.

NORMAN A. CARLSON has served as a Director of the Company since April 1994, and has served as a Director of the Parent since April 1993. Mr. Carlson is Senior Lecturer in the Department of Sociology, University of Minnesota and retired from the Department of Justice in 1987 after serving for 17 years as Director of the Federal Bureau of Prisons. During his career, Mr. Carlson worked at the United States Penitentiary, Leavenworth, Kansas, and the Federal Correctional Institution, Ashland, Kentucky. Mr. Carlson was President of the American Correctional Association from 1978 to 1980, and is a fellow in the National Academy of Public Administration. Mr. Carlson was a member of the United Nations Committee on Crime Prevention and Treatment of Offenders and also served as co-chair of the United States delegation to the committee.

BENJAMIN R. CIVILETTI has served as a Director of the Company since April 1994. Mr. Civiletti has been Chairman of the law firm Venable, Baetjer and Howard since 1993 and was Managing Partner of the firm from 1987 to 1993. From 1979 to 1980, Mr. Civiletti served as the Attorney General of the United States. Mr. Civiletti is Chairman of the Board of Maryland HealthCorp, Inc., and the Founding Chairman of the Maryland Legal Services Corporation; a Director of Bethlehem Steel Corporation, and a Director of MBNA Corporation and MBNA International. Mr. Civiletti is a Fellow of the American Bar Foundation, the American Law Institute, and the

American College of Trial Lawyers. Mr. Civiletti was Chairman of the Maryland Governor's Commission on Welfare Policy in 1993, and a member of the Maryland Governor's Task Force on Alternatives to Incarceration in 1991.

MANUEL J. JUSTIZ has been a Director of the Company since June 1994. Mr. Justiz is Dean of the College of Education at the University of Texas at Austin, a position he has held since January 1, 1990. Mr. Justiz is also a commissioner appointed by the Governor of Texas to the Education Commission of the States (ECS), and serves on the ECS National Steering Committee. From 1985 to 1989, Mr. Justiz was a chaired professor of educational leadership and public policies at the University of South Carolina, and in 1988 and 1989 was the Martin Luther King-Rosa Parks Distinguished Scholar-in-Residence at the University of Michigan. From 1982 to 1985, Mr. Justiz served as the Director of the National Institute of Education after being appointed by President Reagan. In this position, Mr. Justiz served as principal spokesperson for educational policy and research to the President, the Secretary of Education, Congress and education associations. Mr. Justiz is on the editorial board for the Educational Record, the KLRU-PBS board, and the Best Foundation National Advisory Board.

ANTHONY P. TRAVISONO has served as a Director of the Company since April 1994. Mr. Travisono is a Director of the International Institute for Correctional Studies at Salve Regina University in Rhode Island. From 1974 to 1991, Mr. Travisono was Executive Director of the American Correctional Association and now serves as the Executive Director Emeritus of the American Correctional Association. His career in the correctional field extends over 45 years, during which Mr. Travisono has been Director, Rhode Island Department of Corrections; Director, Rhode Island Department of Mental Health, Retardation and Hospitals; Director, Rhode Island Department of Social Welfare; Superintendent, Iowa Training School for Boys; and Superintendent, Rhode Island Training School for Boys.

USE OF PROCEEDS

The Company will not receive any proceeds from the reoffering of securities by the Selling Stockholders, although the Company is entitled to receive the exercise price of the options under which the Common Shares are acquired by the Selling Stockholders. The proceeds received by the Company on the exercise of the options may be used for general corporate purposes.

PLAN OF DISTRIBUTION

The shares of Common Stock are being registered for reoffers and resales by the Selling Shareholders for their own accounts. Such shares of Common Stock may be sold from time to time by any of the Selling Shareholders or by pledgees, donees, transferees or other successors in interest, directly to purchasers, in one or more transactions (which may involve one or more block transactions) on the New York Stock Exchange, in separately negotiated transactions or in a combination of such transactions, at market prices prevailing at the time of such sale, at prices related to such prevailing prices or at prices otherwise negotiated.

The Selling Shareholders may be limited in the amount of shares of Common Stock which they may sell during any three month period as a result of the volume limitations contained in Section 144 of the Exchange Act. The amount of shares of Common Stock which may be sold by each of the Selling Shareholders within any three month period may not exceed, when aggregated with sales of shares of Common Stock of the Company by such Selling Shareholders, the greater of (i) one percent of the shares of Common Stock of the Company outstanding as shown by the most recent report filed by the Company; or (ii) the average weekly reported volume of trading in shares of Common Stock on the New York Stock Exchange during the four calendar weeks preceding the filing of the Forms required under Rule 144 promulgated under the Securities Act (or if no such notice is required, the date of receipt of the order by a broker-dealer to execute the transaction), or (iii) the average weekly volume of trading in the shares of Common Stock reported through the consolidated transaction reporting system under the Exchange Act during such four week period.

The Selling Shareholders may effect such transactions by selling the shares to or through broker-dealers and such broker-dealers may receive compensation in the form of underwriting discounts, concessions or commissions from the Selling Shareholders and/or the purchasers of the share for whom such broker-dealers may act as agent (which compensation may be less than or in excess of customary commissions). The Selling Shareholders and any broker-dealers that participate in the distribution of the shares may be deemed "underwriters" within the meaning of Section 2(11) of the Securities Act and any commissions received by them and any profit on the resale of the shares sold by them may be deemed to be underwriting discounts and commissions under the Securities Act.

Upon the Company being notified by a Selling Shareholder that any material arrangement has been entered into with a broker-dealer for the sale of shares of Common Stock through a block trade, a special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, a supplemental prospectus will be filed, if required, pursuant to Rule 424(c) of the Securities Act, disclosing (i) the name of each such Selling Shareholder and of the participating broker-dealer(s), (ii) the number of shares involved, (iii) the price at which such shares were sold, (iv) the commissions paid or discounts or concessions allowed to such broker-dealer(s), where applicable, (v) that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this Prospectus and (vi) other facts material to the transaction.

There can be no assurances that any of the Selling Shareholders will sell any or all of the shares of Common Stock offered by them hereunder.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Registrant, a Florida corporation, is empowered by Section 607.0850 of the Florida Business Corporation Act, subject to the procedures and limitations stated therein, to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 607.0850 also empowers a Florida corporation to indemnify any person who was or is a party to any proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, he court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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 proceeding referred to above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

The indemnification and advancements of expenses provided pursuant to Section 607.0850 are not exclusive, and a corporation may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, a director, officer, employee or agent is not entitled to indemnification or advancement of expenses if a judgment or other final adjudication establish that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute (i) a violation of the criminal law, unless the director, officer, employee or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful; (ii) a transaction from which he director, officer, employee or agent derived an improper personal benefit; (iii) in the case of a director, a circumstance under which the liability provisions of Section 607.0834 of the Business Corporation Act, relating to a director's liability for voting in favor of or asserting to an unlawful distribution, are applicable; or (iv) willful misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

The Registrant's bylaws provide that the Registrant shall indemnify every person who was or is a party of or was threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact he is or was a director, officer, employee, or agent, or is or was serving at the request of the Registrant as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, (except in such case involving gross negligence or willful misconduct) in the performance of their duties to the full extent permitted by applicable law. Such indemnification may, in the discretion of the Board of

Directors, include advances of his expenses in advance of final disposition subject to the provisions of applicable law. Such right of indemnification shall not be exclusive of any right to which any director, officer, employee, agent or controlling shareholder of the Registrant may be entitled as a matter of law.

Under the Registrant's indemnification agreements with its officers and directors it is obligated to indemnify each of its officers and directors to the fullest extent permitted by law with respect to all liability and loss suffered, and reasonable expense incurred, by such person, in any action suit or proceeding in which such person was or is made or threatened to be made a party or otherwise involved by reason of the fact that such person was a director or officer of the Registrant. The Registrant is also obligated to pay the reasonable expenses of indemnified directors or officers in defending such proceeding if the indemnified party agrees to repay all amounts advanced should it be ultimately determined that such person is not entitled to indemnification.

The Registrant maintains an insurance policy covering directors and officers under which the insurer agrees to pay, subject to certain exclusions, for any claim made against the directors and officers of the Registrant for a wrongful act for which they may become legally obligated to pay or for which the Registrant is required to indemnify its directors or officers.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT
(Not Required in Prospectus)

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by Company with the Commission are incorporated herein by reference.

- (a) The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1995.
- (b) The Company's Quarterly Report on Form 10-Q for the thirteen weeks ended March 31, 1996.
- (c) The description of the Company's Common Stock contained in the Company's Registration Statement on Form 8-A filed with the Commission on June 27, 1994, and any amendment or report filed with the Commission for the purpose of updating such description.

In addition, all documents filed by the Registrant with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, as amended, after the date of this Registration Statement and prior to the termination of the offering shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of the filing of such document with the Commission. Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of the Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of the Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable. The class of securities to be offered is registered under Section 12 of the Exchange Act.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Registrant, a Florida corporation, is empowered by Section 607.0850 of the Florida Business Corporation Act, subject to the procedures and limitations stated therein, to indemnify any person who was or is a party to any proceeding other than any action by, or in the right of, the corporation, by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise

against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, in the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 607.0850 also empowers a Florida corporation to indemnify any person who was or is a party to any proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense or litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper. 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 proceeding referred to above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

The indemnification and advancement of expenses provided pursuant to Section 607.0850 are not exclusive, and a corporation may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, a director, officer, employee or agent is not entitled to indemnification or advancement of expenses if a judgment or other final adjudication establish that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute: (i) a violation of the criminal law, unless the director, officer, employee or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful; (ii) a transaction from which the director, officer, employee or agent derived an improper personal benefit; (iii) in the case of a director, a circumstance under which the liability provisions of Section 607.0834 of the Florida Business Corporation Act, relating to a director's liability for voting in favor of or asserting to an unlawful distribution, are applicable; or (iv) willful misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

The Registrant's bylaws provide that the Registrant shall indemnify every person who was or is a party of or was threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact he is or was a director, officer, employee, or agent, or is or was serving at the request of the Registrant as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses including attorney's fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, (except in such case involving gross negligence or willful misconduct) in the performance of their duties to the full extent permitted by applicable law. Such indemnification, in the discretion of the Board of Directors, include advances of his expenses in advance of final disposition subject to the provisions of applicable law. Such right of indemnification shall not be exclusive or any right to which any director, officer, employee, agent or controlling shareholder of the Registrant may be entitled as a matter of law.

Under the Registrant's indemnification agreements with its officers and directors it is obligated to indemnify each of its officers and directors to the fullest extent permitted by law with respect to all liability and loss suffered, and reasonable expense incurred, by such person, in any action suite or proceeding in which such person

was or is made or threatened to be a part or otherwise involved by reason of the fact that such person was a director or officer of the Registrant. The Registrant is also obligated to pay the reasonable expense of indemnified directors or officers in defending such proceeding if the indemnified party agrees to repay all amounts advance should it be ultimately determined that such person is not entitled to indemnification.

The Registrant maintains an insurance policy covering directors and officers under which the insurer agrees to pay, subject to certain exclusions, for any claim made against the directors and officers of the Registrant for a wrongful act for which they may become legally obligated to pay or for which the Registrant is required to indemnify its directors and officers.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

The exhibits filed as part of this Registration Statement are as follows:

EXHIBIT NUMBER -----	DESCRIPTION -----
4.1	-- Amended and Restated Articles of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 of the Registrant's Registration Statement on Form S-1 -- File No. 33-79264).
4.2	-- Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 of the Registrant's Registration Statement on Form S-1 -- File No. 33- 79264).
4.3	-- Form of Common Stock Certificate (incorporated by reference to the Registrant's Registration Statement on the Registrant's Form 8-A filed with the Commission on June 27, 1994).
5.1	-- Opinion of Akerman, Senterfitt & Eidson, P.A.
10.1	-- Wackenhut Corrections Corporation Nonemployee Director Stock Option Plan.
23.1	-- Consent of Arthur Andersen LLP.
23.3	-- Consent of Akerman, Senterfitt & Eidson, P.A. (included in opinion filed as Exhibit 5.1).
24.1	-- Powers of Attorney -- included as part of the signature page hereto.

ITEM 9. UNDERTAKINGS.

The undersigned Registrant hereby undertakes:

A. (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.

(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) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, 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.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act 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 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act, 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 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, the 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 of whether such indemnification by it is against public policy and as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant, Wackenhut Corrections Corporation, certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on the 12th day of August, 1996.

WACKENHUT CORRECTIONS CORPORATION

By: /s/ GEORGE C. ZOLEY

 GEORGE C. ZOLEY
 President, Chief Executive Officer and Director

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints James P. Rowan and John G. O'Rourke, and each of them, as true and lawful attorneys-in-fact and agents 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 sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, 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 agents, or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in their capacities on August 12, 1996.

Signature -----	Title -----
/s/ GEORGE R. WACKENHUT ----- GEORGE R. WACKENHUT	Chairman of the Board and Director
/s/ GEORGE C. ZOLEY ----- GEORGE C. ZOLEY	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ JOHN G. O'ROURKE ----- JOHN G. O'ROURKE	Chief Financial Officer, Senior Vice President Finance and Treasurer (Principal Financial and Accounting Officer)

Signature

Title

/s/ RICHARD R. WACKENHUT Director

RICHARD R. WACKENHUT

NORMAN A. CARLSON Director

BENJAMIN R. CIVILETTI Director

/s/ MANUEL J. JUSTIZ Director

MANUEL J. JUSTIZ

/s/ ANTHONY P. TRAVISONO Director

ANTHONY P. TRAVISONO

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

EXHIBITS FILED WITH
REGISTRATION STATEMENT
ON FORM S-8
UNDER
THE SECURITIES ACT OF 1933

WACKENHUT CORRECTIONS CORPORATION
4200 WACKENHUT DRIVE, #100
PALM BEACH GARDENS, FLORIDA 33410-4243

II-7

EXHIBIT INDEX

EXHIBIT NUMBER -----	DESCRIPTION -----
4.1	-- Amended and Restated Articles of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 of the Registrant's Registration Statement on Form S-1 -- File No. 33-79264).
4.2	-- Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 of the Registrant's Registration Statement on Form S-1 -- File No. 33-79264).
4.3	-- Form of Common Stock Certificate (incorporated by reference to the Registrant's Registration Statement on the Registrant's Form 8-A filed with the Commission on June 27, 1994).
5.1	-- Opinion of Akerman, Senterfitt & Eidson, P.A.
10.1	-- Wackenhut Corrections Corporation Nonemployee Director Stock Option Plan .
23.1	-- Consent of Arthur Andersen LLP.
23.3	-- Consent of Akerman, Senterfitt & Eidson, P.A. (included in opinion filed as Exhibit 5.1).
24.1	-- Powers of Attorney --included as part of the signature page hereto.

Akerman, Senterfitt & Eidson, P.A.
Attorneys at Law
SunTrust International Center
28th Floor
One S.E. Third Avenue
Miami, Florida 33131-1704
(305) 374-5600
Telecopy (305) 374-5095

August 9, 1996

Wackenhut Corrections Corporation
4200 Wackenhut Drive #100
Palm Beach Gardens, FL 33410-4243

Gentlemen:

We have acted as special counsel to Wackenhut Corrections Corporation, a Florida corporation (the "Company") with respect to the filing by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended, of a Registration Statement on Form S-8 (the "Registration Statement") covering the issuance of up to 60,000 shares of the Company's common stock, par value \$.01 per share (the "Shares") pursuant to the exercise of stock options granted under the Wackenhut Corrections Corporation Nonemployee Director Stock Option Plan.

Based on our review of the Articles of Incorporation of the Company, as amended and restated, the Bylaws of the Company, the Plan and documents related thereto, and such other documents and records as we have deemed necessary and appropriate, we are of the opinion that the Shares, if and when issued and paid for upon exercise of options pursuant to the Plan and related documents, will be validly issued, fully paid and non-assessable.

We consent to the filing of this opinion of counsel as Exhibit 5.1 to the Registration Statement.

Very truly yours,

AKERMAN, SENTERFITT & EIDSON, P.A.

/s/ Akerman, Senterfitt & Eidson, P.A.

WACKENHUT CORRECTIONS CORPORATION
NONEMPLOYEE DIRECTOR STOCK OPTION PLAN
(Effective April 27, 1995)

WACKENHUT CORRECTIONS CORPORATION
 NONEMPLOYEE DIRECTOR STOCK OPTION PLAN
 (Effective April 27, 1995)

CONTENTS

SECTION	PAGE
ARTICLE I. THE PLAN	
1.1 Establishment of the Plan	1
1.2 Purpose of the Plan	1
1.3 Duration of the Plan	1
ARTICLE II. DEFINITIONS	
2.1 Award Agreement	1
2.2 Board	1
2.3 Code	2
2.4 Company	2
2.5 Disability	2
2.6 Exchange Act	2
2.7 Fair Market Value	2
2.8 Nonemployee Director	2
2.9 Option	2
2.10 Participant	2
2.11 Plan Administrator	2
2.12 Shares	3
ARTICLE III. ADMINISTRATION	
3.1 The Plan Administrator	3
3.2 Authority of the Plan Administrator	3
3.3 Decisions Binding	3
ARTICLE IV. SHARES SUBJECT TO THE PLAN	
4.1 Number of Shares	3
4.2 Lapsed Option Grants	4
4.3 Adjustments in Authorized Shares	4
ARTICLE V. ELIGIBILITY AND PARTICIPATION	
5.1 Eligibility	4

5.2	Actual Participation	4
ARTICLE VI. NONQUALIFIED STOCK OPTIONS		
6.1	Grants of Options	4
6.2	Limitation on Grant of Options	4
6.3	Award Agreement	5
6.4	Option Price	5
6.5	Duration of Options	5
6.6	Vesting of Shares Subject to Option	5
6.7	Payment	5
6.8	Termination of Service on Board Due to Death	5
6.9	Termination of Service on Board Due to Disability	6
6.10	Termination of Service on Board for Other Reasons	6
6.11	Nontransferability of Options	6
6.12	Restrictions on Share Transferability	6
ARTICLE VII. AMENDMENT, MODIFICATION, AND TERMINATION		
7.1	Amendment, Modification and Termination	6
7.2	Options Previously Granted	7
ARTICLE VIII. MISCELLANEOUS		
8.1	Indemnification	7
8.2	Beneficiary Designation	7
8.3	Successors	7
8.4	Severability	7
8.5	Requirements of Law	8
8.6	Governing Law	8

ARTICLE I. THE PLAN

1.1 ESTABLISHMENT OF THE PLAN

Wackenhut Corrections Corporation (the "Company"), hereby establishes an incentive compensation plan providing for the grant of nonqualified stock options to Nonemployee Directors, subject to the terms and provisions set forth herein. This plan shall be known as the Wackenhut Corrections Corporation Nonemployee Director Stock Option Plan (the "Plan").

Subject to ratification by an affirmative vote of a majority of Shares present and entitled to vote at the 1996 Annual Meeting at which a quorum is present, the Plan shall become effective as of April 27, 1995 (the "Effective Date").

1.2 PURPOSE OF THE PLAN

The purpose of the Plan is to promote the achievement of long-term objectives of the Company by linking the personal interests of Nonemployee Directors to those of Company shareholders, and to attract and retain Nonemployee Directors of outstanding competence.

1.3 DURATION OF THE PLAN

The Plan shall commence on April 27, 1995 and shall remain in effect, subject to the right of the Board to amend or terminate the Plan at any time pursuant to section 7.1, until all Shares subject to the Plan have been purchased or acquired according to the Plan's provisions. However, in no event may an Option be granted under the Plan on or after April 26, 2005.

ARTICLE II. DEFINITIONS

Whenever used in the Plan, the following terms shall have the meanings set forth below unless otherwise expressly provided. When the defined meaning is intended, the term is capitalized. The definition of any term in the singular shall also include the plural.

2.1 AWARD AGREEMENT

Award Agreement means an agreement entered into by the Company and each Participant setting forth the terms and provisions applicable to Options granted under this Plan.

2.2 BOARD

Board means the Board of Directors of Wackenhut Corrections Corporation.

2.3 CODE

Code means the Internal Revenue Code of 1986, as amended from time to time.

2.4 COMPANY

Company means Wackenhut Corrections Corporation and any successor organization as provided in section 8.3.

2.5 DISABILITY

Disability means any disabling condition which entitles the Participant to disability benefits under the federal Social Security Act.

2.6 EXCHANGE ACT

Exchange Act means the Securities Exchange Act of 1934, as amended from time to time.

2.7 FAIR MARKET VALUE

Fair Market Value means the last closing sale price of a Share on or prior to the relevant date that is reported by the principal securities exchange on which the Shares are publicly traded.

2.8 NONEMPLOYEE DIRECTOR

Nonemployee Director means any individual who is a member of the Board, but who has never otherwise been an employee of the Company.

2.9 OPTION

Option means an option to purchase Shares granted under Article VI. Such Options are not intended to meet the requirements of Code section 422.

2.10 PARTICIPANT

Participant means a Nonemployee Director of the Company who has one or more outstanding Options under the Plan.

2.11 PLAN ADMINISTRATOR

Plan Administrator means the Compensation Committee of the Company's Board.

2.12 SHARES

Shares means the common stock of the Company.

ARTICLE III. ADMINISTRATION

3.1 THE PLAN ADMINISTRATOR

The Plan shall be administered by the Plan Administrator subject to the restrictions set forth in this Plan. The Plan Administrator may delegate to one or more individuals or a committee any of its powers and duties as Plan Administrator that it deems desirable. In this case, every reference in the Plan to the Plan Administrator shall be deemed to include these individuals or the committee as to matters within their jurisdiction.

3.2 AUTHORITY OF THE PLAN ADMINISTRATOR

The Plan Administrator shall have the full power, discretion, and authority to administer this Plan in a manner which is consistent with its provisions. Except as provided below, the Plan Administrator shall have the exclusive right to interpret the terms and provisions of the Plan and to determine any and all questions arising under the Plan or in connection with the administration thereof, including, without limitation, the right to remedy or resolve possible ambiguities, inconsistencies, or omissions, by general rule or particular decision.

However, in no event shall the Plan Administrator have the power to determine Plan eligibility, or to determine the number, the purchase price, the vesting period, or the frequency and timing of Options to be granted under the Plan to any Participant. All such determinations are automatic pursuant to the provisions of this Plan.

3.3 DECISIONS BINDING

All determinations and decisions made by the Plan Administrator pursuant to the provisions of the Plan shall be final, conclusive, and binding on all persons, including the Company, its stockholders, employees, Participants, and their estates and beneficiaries.

ARTICLE IV. SHARES SUBJECT TO THE PLAN

4.1 NUMBER OF SHARES

Subject to adjustment as provided in section 4.3, no more than 30,000 Shares shall be eligible for purchase by Participants pursuant to Options granted under this Plan.

4.2 LAPSED OPTION GRANTS

If any Option granted under this Plan terminates, expires, or lapses for any reason, any Shares subject to purchase pursuant to such Option shall again be available for the grant of an Option under the Plan.

4.3 ADJUSTMENTS IN AUTHORIZED SHARES

In the event of any merger, reorganization, consolidation, recapitalization, separation, liquidation, stock dividend, split-up, Share combination, or other change in the corporate structure of the Company affecting the Shares, such adjustment shall be made in the number and

class of and/or price of Shares subject to outstanding Options granted under this Plan, as may be determined to be appropriate and equitable by the Board, in its sole discretion, to prevent dilution or enlargement of rights.

ARTICLE V. ELIGIBILITY AND PARTICIPATION

5.1 ELIGIBILITY

Nonemployee Directors shall be eligible to become Participants in accordance with section 5.2.

5.2 ACTUAL PARTICIPATION

Subject to the provisions of Article VI, all Nonemployee Directors shall become Participants by receiving grants of Options upon election and/or reelection to serve on the Board.

ARTICLE VI. NONQUALIFIED STOCK OPTIONS

6.1 GRANTS OF OPTIONS

Subject to the limitation on the number of Shares subject to this Plan, and subject to the shareholder approval requirement described in section 1.1, each Nonemployee Director shall be granted--

- (a) an Option to purchase 500 Shares upon his or her April 27, 1995 election or re-election to serve on the Board; and
- (b) an Option to purchase 1,000 Shares upon each subsequent election or re-election to serve on the Board.

6.2 LIMITATION ON GRANT OF OPTIONS

Other than those grants of Options set forth in section 6.1, no additional Options shall be granted under this Plan.

6.3 AWARD AGREEMENT

Each Option grant shall be evidenced by an Award Agreement that shall specify the Option Price (as defined in section 6.4), the duration of the Option, and the number of Shares available for purchase under the Option as set forth in this Plan.

6.4 OPTION PRICE

The purchase price per Share available for purchase under an Option shall be equal to Fair Market Value of such Share on the date the Option is granted.

6.5 DURATION OF OPTIONS

Each Option shall expire on the tenth (10th) anniversary date of its grant.

6.6 VESTING OF SHARES SUBJECT TO OPTION

Options granted under the Plan shall be 100 percent vested at all times. Participants shall be entitled to exercise Options at any time and from time to time, within the time period beginning on the date on which the Option is granted, and ending ten (10) years after grant of the Option.

6.7 PAYMENT

Options shall be exercised by the delivery of a written notice of exercise to the Secretary of the Company, setting forth the number of Shares with respect to which the Option is to be exercised. The Option Price (as defined in section 6.4) of any Option shall be payable to the Company in full in cash or its equivalent upon exercise.

As soon as practicable after receipt of a written notification of exercise and full payment, the Company shall deliver to the Participant, in the Participant's name, Share certificates in an appropriate amount based upon the number of Shares purchased pursuant to the exercise of the Option.

6.8 TERMINATION OF SERVICE ON BOARD DUE TO DEATH

If a Participant dies while he or she is actively serving as a Nonemployee Director, any outstanding Options may be exercised by the Participant's legal representative or beneficiary any time before the earlier of--

- (a) the expiration date of such Options; or
- (b) the second anniversary of the Participant's death.

6.9 TERMINATION OF SERVICE ON BOARD DUE TO DISABILITY

If a Participant incurs a Disability while he or she is actively serving as a Nonemployee Director, the Participant may exercise any Options that are outstanding at the time of such Disability before the earlier of--

- (a) the expiration date of such Options; or
 - (b) the second anniversary of the date of Disability.
- (If the Participant dies after incurring a Disability, but before the expiration of the exercise period described above, the Participant's legal representative or beneficiary may exercise any outstanding Options before the expiration of such period.)

6.10 TERMINATION OF SERVICE ON BOARD FOR OTHER REASONS

If the service of the Participant on the Board shall terminate for any reason other than for death or Disability, any outstanding Options held by the Participant shall remain exercisable at any time prior to their expiration date, or for six months after the date the Participant's service on the Board terminates, whichever period is shorter.

6.11 NONTRANSFERABILITY OF OPTIONS

No Option granted under this Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, all Options granted to a Participant under this Plan shall be exercisable during his or her lifetime only by such Participant.

6.12 RESTRICTIONS ON SHARE TRANSFERABILITY

The Board may impose such restrictions on any Shares acquired pursuant to the exercise of an Option under this Plan, as it may deem advisable, including, without limitation, restrictions under applicable Federal securities laws, under the requirements of any Stock exchange or market upon which such Shares are then listed and/or traded, and under any blue sky or state securities laws applicable to such Shares.

ARTICLE VII. AMENDMENT, MODIFICATION, AND TERMINATION

7.1 AMENDMENT, MODIFICATION AND TERMINATION

The Board may at any time alter, amend, suspend, or terminate the Plan in whole or in part. However, no amendment which fails to comply with the exemptions available under Rule 16b-3 of the Exchange Act, including any successor to the Rule, shall be effective.

7.2 OPTIONS PREVIOUSLY GRANTED

Unless required by law, no termination, amendment, or modification of this Plan shall in any manner adversely affect any Option previously granted under this Plan, without the written consent of the Participant holding the Option.

ARTICLE VIII. MISCELLANEOUS

8.1 INDEMNIFICATION

The Company shall indemnify each person against any and all claims, losses, damages, and expenses (including counsel fees) incurred by such individual for the exercise of any duties as Plan Administrator, whether singly or as a member of committee, and against any liability, including any amounts paid in settlement with the Company's approval, arising from the individual's action or failure to act, except when the same is judicially determined to be attributable to the gross negligence or willful misconduct of the individual.

8.2 BENEFICIARY DESIGNATION

Each Participant under this Plan may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to exercise the rights described in sections 6.8

and 6.9. Each designation will revoke all prior designations by the same Participant, shall be in a form prescribed by the Plan Administrator and will be effective only when filed by the Participant in writing with the Plan Administrator during his or her lifetime. In the absence of any such designation, such rights may be exercised by the executor of the Participant's estate.

8.3 SUCCESSORS

All obligations of the Company under this Plan, with respect to Options granted hereunder, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

8.4 SEVERABILITY

If a provision of this Plan shall be held illegal or invalid, the illegality or invalidity shall not affect the remaining parts of the Plan. The Plan shall be construed and enforced as if the illegal or invalid provision had not been included herein.

8.5 REQUIREMENTS OF LAW

The granting of Options under this Plan shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

8.6 GOVERNING LAW

To the extent not preempted by Federal law, this Plan, and all Award Agreements hereunder, shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the authorized officers of the Company have signed this document and have affixed the corporate seal on _____, 1996, but effective as of April 27, 1995.

THE WACKENHUT CORPORATION

ATTEST:

By /s/ George C. Zoley

George C. Zoley
Its President and CEO

By _____
Its _____

(Corporate Seal)

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

As independent certified public accountants, we hereby consent to the incorporation by reference in this registration statement of our report dated February 2, 1996 included in Wackenhut Corrections Corporation's Form 10-K for the year ended December 31, 1996 and to all references to our Firm included in this registration statement.

/s/ Arthur Andersen LLP

ARTHUR ANDERSEN LLP

Miami, Florida
August 9, 1996