

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): **December 14, 2012**

THE GEO GROUP, INC.

(Exact name of registrant as specified in its charter)

Florida
(State or other jurisdiction
of incorporation)

1-14260
(Commission
File Number)

65-0043078
(IRS Employer
Identification No.)

621 NW 53rd Street, Suite 700, Boca Raton, Florida
(Address of principal executive offices)

33487
(Zip Code)

Registrant's telephone number, including area code **(561) 893-0101**

N/A

(Former name or former address, if changed since last report)

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

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

Section 1 – Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

On December 14, 2012, The GEO Group, Inc. (“GEO”) entered into Amendment No. 4, dated as of December 14, 2012, to the Credit Agreement dated as of August 4, 2010, by and among GEO, the guarantors party thereto and BNP Paribas, as administrative agent, as previously amended by Amendment No. 1, dated as of February 8, 2011, Amendment No. 2, dated as of May 2, 2011, and Amendment No. 3, dated as of August 30, 2012 (“Amendment No. 4”). Amendment No. 4 amends a number of provisions in the Credit Agreement, as amended, for the purpose of providing GEO with flexibility in connection with its decision to take all steps necessary to position itself as a real estate investment trust (“REIT”) as of January 1, 2013. Amendment No. 4, among other things, amends the definition of EBITDA in the Credit Agreement for the purpose of including an adjustment to net income for transaction costs, expenses and extraordinary charges incurred by GEO in connection with GEO’s election to be treated as a REIT; allows GEO to change its fiscal year to a calendar year and allows for GEO’s fiscal quarters to coincide with each calendar quarter; provides that GEO may sell all of its equity interest in GEO Care, Inc. to GEO Care Holdings LLC; resets two restricted payment baskets — one basket was reset to \$90 million for the purpose of permitting GEO to elect to qualify as a REIT (i.e., to make the special dividend of historical earnings and profits) and one basket was reset to \$75 million for the purpose of permitting GEO to pay cash dividends generally; and modifies the Total Leverage Ratio covenant by extending the current applicable total leverage ratio of 5.00 to 1.00 through the last day of the second quarter of fiscal year 2013 instead of through the last day of fiscal year 2012 and as a result delaying the starting date of the next applicable total leverage ratio of 4.75 to 1.00 to the first day of the third quarter of fiscal year 2013 instead of the first day of the fiscal year 2013.

The foregoing summary is qualified in its entirety by reference to Amendment No. 4, a copy of which is filed herewith as Exhibit 10.1.

Section 2—Financial Information

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth above in Item 1.01 Entry into a Material Definitive Agreement is incorporated by reference herein.

Section 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 4, dated as of December 14, 2012, to the Credit Agreement dated as of August 4, 2010 among The GEO Group, Inc., as Borrower, certain of The GEO Group, Inc.’s subsidiaries, as Guarantors and BNP Paribas, as Administrative Agent.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE GEO GROUP, INC.

December 20, 2012

Date

By: /s/ Brian R. Evans

Brian R. Evans

Senior Vice President and Chief Financial Officer

(Principal Financial Officer)

EXHIBIT INDEX

Exhibit
No.

Description

Amendment No. 4, dated as of December 14, 2012, to the Credit Agreement dated as of August 4, 2010 among The GEO Group, Inc., as Borrower, certain of The GEO Group, Inc.'s subsidiaries, as Guarantors and BNP Paribas, as Administrative Agent.

AMENDMENT NO. 4

AMENDMENT NO. 4 dated as of December 14, 2012 among The GEO Group, Inc., a Florida corporation (the "Borrower"), its Subsidiaries listed on the signature pages hereto, and BNP Paribas, in its capacity as Administrative Agent under the Credit Agreement referred to below (the "Administrative Agent") pursuant to authority granted to it by the Required Lenders.

The Borrower, the Lenders party thereto and the Administrative Agent are parties to a Credit Agreement dated as of August 4, 2010 (as amended by Amendment No. 1 dated as of February 8, 2011, by Amendment No. 2 dated as of May 2, 2011, by Amendment No. 3 dated as of August 30, 2012 and as the same may be further modified and supplemented and in effect from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by means of loans and letters of credit) to be made by the Lenders to the Borrower in an aggregate principal or face amount not exceeding \$1,100,000,000.

The Borrower intends to elect to be treated as a real estate investment trust as defined and taxed under Section 856-860 of the Internal Revenue Code of 1986, as amended from time to time, and in furtherance thereof, the Borrower intends to restructure its operations, including to divest its healthcare division pursuant to that certain Purchase Agreement by and between Borrower and GEO Care Holdings LLC, a Florida limited liability company.

In connection therewith, the Borrower has requested, and the Lenders party hereto have agreed, that the Credit Agreement be amended in certain respects on the terms and conditions hereof, and accordingly the parties hereto hereby agree as follows:

Section 1. Definitions; Section References. Except as otherwise defined in this Amendment No. 4 or as the context requires, terms defined in the Credit Agreement are used herein as defined therein, and references to Sections mean the respective Sections of the Credit Agreement.

Section 2. Amendments.

2.1 References Generally. References in the Loan Documents to the Credit Agreement (including in the Credit Agreement to the "Agreement"), shall be deemed to be references to the Credit Agreement as amended hereby.

2.2 Amendments to the Credit Agreement. Subject to the satisfaction of the conditions precedent specified in Section 3 below, but effective as of the date hereof, the Credit Agreement shall be amended as follows:

(a) Definitions.

(i) The following new defined terms shall be inserted into Section 1.01 in the appropriate alphabetical order:

"Amendment No. 4" means Amendment No. 4 to this Agreement dated as of December 14, 2012.

“Amendment No. 4 Effective Date” means the date on which the amendments contemplated by Amendment No. 4 become effective.

“Purchase Agreement” means that certain Purchase Agreement between Borrower and GEO Care Holdings LLC, dated on or about December 4, 2012.

“Purchaser” means GEO Care Holdings LLC, a Florida limited liability company and Affiliate of the Borrower.

“REIT” means a real estate investment trust as defined and taxed under Section 856-860 of the Internal Revenue Code of 1986, as amended from time to time.

(ii) The definition of EBITDA in Section 1.01 shall be amended to read as follows:

“EBITDA” means, for any period, Net Income for such period plus the sum of the following determined on a consolidated basis, without duplication, for the Borrower and its Subsidiaries and Other Consolidated Persons in accordance with GAAP: (a) the sum of the following to the extent deducted in determining Net Income: (i) income and franchise taxes, (ii) Interest Expense, (iii) amortization, depreciation and other non-cash charges (excluding insurance reserves), (iv) extraordinary charges, (v) an amount (not exceeding \$20,000,000) equal to the aggregate amount of start-up and transition costs incurred during such period in connection with Facilities and operations, and (vi) the amount of transaction costs and expenses and extraordinary charges incurred with respect to activities (including any restructuring) undertaken in good faith for the purpose of permitting the Borrower to elect to be treated as a REIT, as certified by a Financial Officer of the Borrower to the Administrative Agent, whether or not incurred prior to, on or after such election, less (b) to the extent added in determining Net Income, interest income and any extraordinary gains. If the Acquisition or any Permitted Acquisition is consummated at any time during a period for which EBITDA is calculated, EBITDA for such period shall be calculated on a Pro Forma Basis and, to the extent deducted in determining Net Income for such period, the amount of transaction costs and expenses and extraordinary charges relating to the Acquisition or such Permitted Acquisition (or relating to any acquisition consummated by the acquired entity prior to the closing of the Acquisition or such Permitted Acquisition but during the period of computation), as the case may be, shall be added to EBITDA for such period. For avoidance of doubt, the Make-Whole Premium (as defined in the MCF Indenture) and expenses paid in respect of the redemption of the MCF Bonds shall be deemed a transaction expense related to the acquisition of MCF.”

(b) Other Amendments.

(i) The last sentence of Section 1.04 is amended by adding the following immediately before the period at the end thereof:

“; ~~provided however~~, the Borrower may change its fiscal year to a calendar year, and concurrently therewith, may change the duration of its fiscal quarters to coincide with each calendar quarter”

(ii) Section 6.03 shall be amended by deleting “and” at the end of paragraph (k) thereof, replacing the period with “;” at the end of paragraph (l) thereof and adding a new paragraph (m) and a new paragraph (n) thereto reading as follows:

“(m) the Borrower may sell, lease, transfer or otherwise dispose of any of its property or assets to any Restricted Subsidiary that is a Guarantor; and

(n) the Borrower may sell all of its Equity Interests in GEO Care, Inc. to Purchaser on substantially the terms and conditions set forth in the Purchase Agreement.”

(iii) Section 6.04 shall be amended by deleting “and” at the end of paragraph (n) thereof, replacing the period with “; and” at the end of paragraph (o) thereof and adding a new paragraph (p) thereto reading as follows:

“(p) Investments in Restricted Subsidiaries that are Guarantors.”

(iv) Section 6.05(b) shall be amended and restated as follows:

“(b) the Borrower may declare and pay dividends with respect to its capital stock payable in additional shares of its common stock (provided that any related dividends in any other form, including cash, shall be subject to the limitations set forth in this Section 6.05), and may make Restricted Payments pursuant to and in accordance with stock option plans or other benefit plans established in the ordinary course of business for directors, management, employees or consultants of the Borrower and its Subsidiaries;”

(v) Section 6.05(c) shall be amended and restated as follows:

“(c) if no Default or Event of Default shall have occurred and be continuing or would result therefrom, the Borrower may declare, pay and make Restricted Payments in an aggregate amount after the date hereof not exceeding the sum of (i) \$75,000,000 after the Amendment No. 4 Effective Date, plus (ii) the lesser of \$50,000,000 or the sum of (x) the aggregate amount of Net Available Proceeds from Equity Issuances received by the Borrower after the Amendment No. 1 Effective Date not required to prepay Loans pursuant to Section 2.10 hereof and not used for

any other purpose plus (y) 50% of the aggregate value of all capital stock issued by the Borrower after the Amendment No. 1 Effective Date as consideration for Permitted Acquisitions;”

(vi) Section 6.05(d) shall be amended and restated as follows:

“(d) the Borrower may make Restricted Payments in an aggregate amount not exceeding the sum of \$90,000,000; provided that (i) no Default or Event of Default shall have occurred and be continuing or result therefrom, (ii) the Borrower has publicly announced that it intends to qualify as a REIT, and (iii) a Financial Officer of the Borrower certifies to the Administrative Agent within the period of five (5) Business Days prior to any such Restricted Payments that such Restricted Payments are being made in good faith for the purpose of, directly or indirectly, permitting the Borrower to elect to qualify as a REIT (notwithstanding that any such election may not occur on a date on or about the date of such Restricted Payments)”.

(vii) Section 6.06 shall be amended by deleting “and” at the end of first clause (c) thereof, replacing the second use of “(c)” thereof with “(d)”, and replacing the period at the end of renamed clause (d) with “; and” and adding a new paragraph (e) thereto reading as follows:

“(e) the transactions contemplated by the Purchase Agreement, including the exhibits thereto.”

(viii) Section 6.09(a) shall be amended and restated as follows:

“(a) Total Leverage Ratio. The Borrower will not permit the Total Leverage Ratio on the last day of any of its fiscal quarters to exceed the ratio set forth below opposite the period in which such last day falls:

<u>Period</u>	<u>Maximum Ratio</u>
Effective Date through and including the last day of the fiscal year 2011	5.25 to 1.00
First day of the fiscal year 2012 through and including the last day of the second quarter of the fiscal year 2013	5.00 to 1.00
First day of the third quarter of fiscal year 2013 through and including the last day of the fiscal year 2013	4.75 to 1.00
Thereafter	4.25 to 1.00”

Section 3. Representations and Warranties. The Borrower represents and warrants to the Lenders and the Administrative Agent, that: (a) the representations and warranties set forth in Article III (as hereby amended) of the Credit Agreement, and in each of the other Loan Documents, are true and complete on the date hereof as if made on and as of the date hereof (or, if any such representation or warranty is expressly stated to have been made as of a specific date, such representation or warranty shall be true and correct as of such specific date), and as if each reference in said Article III to “this Agreement” included reference to this Amendment No. 4 and (b) no Default has occurred and is continuing. All references herein to “the date hereof” mean references to the date of the Credit Agreement.

Section 4. Conditions Precedent. The amendments set forth in Section 2 hereof shall become effective on the date that each of the following conditions shall have been satisfied:

(a) Each Lender which has provided its consent to the Amendment No. 4 shall have received an amendment work fee equal to 10 basis points of the sum of such Lender’s total Revolving Credit Exposure, outstanding Term Loans, outstanding Incremental Loans and unused Commitments; and

(b) the Administrative Agent shall have received counterparts of this Amendment No. 4 executed by the Borrower, the Guarantors and the Administrative Agent, pursuant to authority granted to it by the Required Lenders.

Section 5. Security Documents. The Borrower and the Guarantors hereby ratify and confirm their respective obligations, and the Liens respectively granted by them, under the Loan Documents.

Section 6. Miscellaneous. Except as herein provided, the Loan Documents shall remain unchanged and in full force and effect. This Amendment No. 4 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 4 by signing any such counterpart. This Amendment No. 4 shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be duly executed and delivered as of the day and year first above written.

THE GEO GROUP, INC., as Borrower

By: /s/ Shayn March

Name: Shayn March

Title: VP & Treasurer

The GEO Group, Inc.

Amendment No. 4

GUARANTORS:

CORRECTIONAL SERVICES CORPORATION

By: /s/ Shayn March
Name: Shayn March
Title: VP Finance

CORRECTIONAL PROPERTIES PRISON FINANCE LLC

By: /s/ Shayn March
Name: Shayn March
Title: Treasurer

CPT LIMITED PARTNER, LLC

By: /s/ Shayn March
Name: Shayn March
Title: Treasurer

CPT OPERATING PARTNERSHIP L.P.

By: GEO Acquisition II, Inc., as General Partner

By: /s/ Shayn March
Name: Shayn March
Title: Treasurer

GEO ACQUISITION II, INC.

By: /s/ Shayn March
Name: Shayn March
Title: Treasurer

GEO CARE, INC.

By: /s/ Shayn March
Name: Shayn March
Title: Assistant Treasurer
Geo Care, Inc.

GEO HOLDINGS I, INC.

By: /s/ Shayn March
Name: Shayn March
Title: Treasurer

GEO RE HOLDINGS LLC

By: /s/ Shayn March
Name: Shayn March
Title: Assistant Treasurer

GEO TRANSPORT, INC.

By: /s/ Shayn March
Name: Shayn March
Title: VP, Assistant Treasurer

GEO CARE OF SOUTH CAROLINA, INC.

By: /s/ Shayn March
Name: Shayn March
Title: VP, Finance

PUBLIC PROPERTIES DEVELOPMENT AND LEASING
LLC

By: /s/ Shayn March
Name: Shayn March
Title: Treasurer

CORNELL COMPANIES, INC.

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

Amendment No. 4

CCG I CORPORATION

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

CORNELL ABRAXAS GROUP, INC.

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

CORNELL CORRECTIONS MANAGEMENT, INC

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

CORNELL CORRECTIONS OF ALASKA, INC.

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

CORNELL CORRECTIONS OF CALIFORNIA, INC.

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

CORNELL CORRECTIONS OF RHODE ISLAND, INC.

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

CORNELL CORRECTIONS OF TEXAS, INC.

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

CORNELL INTERVENTIONS, INC.

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

CORRECTIONAL SYSTEMS, INC.

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

WBP LEASING, INC.

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

WBP LEASING, LLC

By: /s/ Shayn March
Name: Shayn March
Title: VP & Treasurer

BII HOLDING CORPORATION

By: /s/ Shayn March
Name: Shayn March
Title: VP, Assistant Treasurer

Amendment No. 4

BII HOLDING I CORPORATION

By: /s/ Shayn March
Name: Shayn March
Title: VP & Assistant Treasurer

BEHAVIORAL HOLDING CORP.

By: /s/ Shayn March
Name: Shayn March
Title: VP & Assistant Treasurer

BEHAVIORAL ACQUISITION CORP.

By: /s/ Shayn March
Name: Shayn March
Title: VP & Assistant Treasurer

B.I. INCORPORATED

By: /s/ Shayn March
Name: Shayn March
Title: VP & Assistant Treasurer

MCF GP, LLC,

By: /s/ Shayn March
Name: Shayn March
Title: Treasurer

GEO MCF LP, LLC

By: /s/ Shayn March
Name: Shayn March
Title: Treasurer

Amendment No. 4

MUNICIPAL CORRECTIONS FINANCE, L.P.,
By: MCF GP, LLC, as General Partner

By: /s/ Shayn March
Name: Shayn March
Title: Treasurer

Amendment No. 4

BNP PARIBAS,
as Administrative Agent

By: /s/ Brendan Heneghan
Name: Brendan Heneghan
Title: Vice President

By: /s/ John Treadwell, Jr.
Name: John Treadwell, Jr.
Title: Vice President

Amendment No. 4