# 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): October 2, 2026**

# THE GEO GROUP, INC.
**(Exact Name of Registrant as Specified in its Charter)**

| **Florida** | **1-14260** | **65-0043078** |
|---|---|---|
| **(State or Other Jurisdiction of Incorporation)** | **(Commission File Number)** | **(IRS Employer Identification No.)** |

| **4955 Technology Way, Boca Raton, Florida** | **33431** |
|---|---|
| **(Address of Principal Executive Offices)** | **(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 Instructions A.2. below):

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

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

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

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

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

| **Title of each class** | **Trading Symbol** | **Name of each exchange on which registered** |
|---|---|---|
| Common Stock, $0.01 Par Value | GEO | New York Stock Exchange |

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

Emerging growth company ☐

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

**Item 1.01 Entry into a Material Definitive Agreement.**

On October 2, 2026, The GEO Group, Inc., a Florida corporation ("GEO" or the "Company"), and CPT Operating Partnership, L.P., a Delaware limited partnership and subsidiary of the Company, entered into a Purchase and Sale Agreement (the "Adelanto Complex Purchase Agreement") with the United States of America and its assigns, by and through the Department of Homeland Security (the "Buyer"), pursuant to which, and upon the terms and subject to the conditions set forth therein, the Company sold to Buyer its 1,280-bed Adelanto West ICE Processing Center (the "Adelanto West Facility"), 660-bed Adelanto East ICE Processing Center (the "Adelanto East Facility"), and 704-bed Desert View Annex (the "Desert View Facility", and collectively with the Adelanto West Facility and the Adelanto East Facility, the "Adelanto Complex") located in Adelanto, California, and certain related assets and property for an aggregate purchase price of $950,000,000. The sale of the Adelanto Complex was completed concurrently with the parties' entry into the Adelanto Complex Purchase Agreement.

The above summary of the Adelanto Complex Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Adelanto Complex Purchase Agreement, which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

After federal and state taxes and transaction fees and expenses, the Company anticipates receiving approximately $705 million in net proceeds from the sale of the Adelanto Complex. The Company intends to use the net proceeds from the sale of the Adelanto Complex along with cashflow from operations to reduce the Company's debt, repurchase shares of the Company's common stock, and for other general corporate purposes.

The Company expects to continue providing support services for the Adelanto West Facility, the Adelanto East Facility, and the Desert View Facility under the Company's existing contract with U.S. Immigration and Customs Enforcement ("ICE"), which has a full term effective through December 19, 2034, inclusive of the current term ending December 19, 2029, and a five-year option period. As is the case with all of the Company's contracts with government agencies, ICE has the ability to terminate the existing contract for non-appropriation of funds or for convenience and as a result, the Company can provide no assurance that it will continue to manage those facilities in the future.

In addition to the completed sale of the Adelanto Complex, the Company remains engaged in an active process for the sale of multiple other company-owned facilities to ICE, subject to mutual agreement on price and the Company's continued management of those facilities under long-term support services contracts. At this time, there is no definitive agreement in place nor a precise timeline for the closing of any additional transactions, and the Company can provide no assurance that any additional transactions will occur.

*Cautionary Note Regarding Forward-Looking Statements*

This Current Report on Form 8-K (this "Current Report") contains forward-looking statements regarding future events and future performance of the Company that involve risks and uncertainties that could materially and adversely affect actual results, including statements regarding the sale of the Adelanto Complex, the Company's anticipated net proceeds from the sale of the Adelanto Complex, the intended use of such net proceeds, the Company's expectation to continue providing support services at the Adelanto West Facility, the Adelanto East Facility, and the Desert View Facility under the existing ICE contract, the increase in the Company's share repurchase authorization, the Company's ability to successfully negotiate and consummate the sales of additional company-owned facilities to ICE on commercially acceptable terms or at all, and the Company's efforts to reduce debt, repurchase shares of common stock, and enhance shareholder value. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "may," "will," "expect," "anticipate," "intend," "plan," "believe," "seek," "estimate," or "continue" or the negative of such words and similar expressions.

Risks and uncertainties that could cause actual results to vary from current expectations and forward-looking statements contained in this Current Report include, but are not limited to: (1) the Company's ability to execute on the share repurchase program authorized by the Company's Board of Directors on the timeline it expects; (2) the Company's ability to deleverage and repay, refinance or otherwise address its debt maturities in an amount and on terms commercially acceptable to

the Company, and on the timeline it expects or at all; (3) the Company's ability to successfully negotiate and complete any potential sales of additional company-owned assets to ICE on commercially acceptable terms on a timely basis, or at all; (4) changes in federal and state government policy, orders, directives, legislation and regulations that affect public-private partnerships with respect to secure, correctional and detention facilities, processing centers and reentry centers; (5) changes in federal immigration policy; (6) public and political opposition to the use of public-private partnerships with respect to secure, correctional and detention facilities, processing centers and reentry centers; (7) general economic and market conditions, including changes to governmental budgets and their impact on existing contracts, contract renewals, renegotiations, per diem rates, fixed payment provisions, and occupancy levels; (8) the Company's ability to address inflationary pressures related to labor-related expenses and other operating costs; (9) the Company's ability to successfully pursue growth opportunities and continue to create shareholder value; (10) any adverse impact on the Company's financial results caused by any federal government shutdown; (11) the intended use of proceeds from the transactions described in this Current Report; and (12) other factors contained in the Company's Securities and Exchange Commission periodic filings, including its Form 10-K, 10-Q and 8-K reports, many of which are difficult to predict and outside of the Company's control.

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

The information set forth above under Item 1.01 is hereby incorporated by reference into this Item 2.01.

**Item 7.01 Regulation FD Disclosure.**

On October 5, 2026, the Company issued a press release announcing the sale of the Adelanto Complex and the increase of the Company's share repurchase authorization. A copy of the press release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Item 8.01 Other Events.**

On October 5, 2026, GEO announced that its Board of Directors had approved an increase to the share repurchase authorization under its share repurchase program from $500 million to $1.25 billion, which is effective through December 31, 2029.

Repurchases of GEO's outstanding common stock will be made in accordance with applicable securities laws and may be made at the discretion of GEO's senior management from time to time in the open market, by block purchase, through privately negotiated transactions, pursuant to a trading plan, or otherwise in compliance with Rule 10b-18 under the Exchange Act. The authorization for the share repurchase program may be extended, increased, decreased, suspended or terminated by GEO's Board of Directors in its discretion at any time. Repurchases of the Company's common stock (and the timing thereof) will depend upon market conditions, regulatory requirements, the Company's existing obligations, including its Credit Agreement, other corporate liquidity requirements and priorities and other factors as may be considered in the Company's sole discretion. The authorization for the share repurchase program does not obligate GEO to purchase any particular amount of the Company's common stock.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

| Exhibit No. | Description |
|---|---|
| 10.1 | Purchase and Sale Agreement by and among The GEO Group, Inc., CPT Operating Partnership, L.P. and the United States of America, by and through the Department of Homeland Security, dated October 2, 2026.* |
| 99.1 | Press Release of the Company dated October 5, 2026 |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document). |

* Certain schedules and similar attachments have been omitted in reliance on Instruction 4 of Item 1.01 of Form 8-K and Item 601(a)(5) of Regulation S-K. The Company will provide, on a supplemental basis, a copy of any omitted schedule or similar attachment to the Securities and Exchange Commission or its staff upon request.

**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.

October 5, 2026
Date

By: /s/ Shayn P. March
Shayn P. March
Senior Vice President and Chief Financial Officer

*** Certain personally identifiable information has been omitted from this exhibit pursuant to Item 601(a)(6) under Regulation S-K.**

**PURCHASE AND SALE AGREEMENT**
by and between
THE GEO GROUP, INC., a Florida corporation,
and
CPT OPERATING PARTNERSHIP, L.P., a Delaware limited partnership
as Seller,
and
THE UNITED STATES OF AMERICA, AND ITS ASSIGNS,
BY AND THROUGH THE DEPARTMENT OF HOMELAND SECURITY
as Buyer

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Dated as of October 2, 2026

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 2nd day of October, 2026 (the "Effective Date") pursuant to 6 U.S.C. §§ 202, 251, and 551, and 8 U.S.C. §§ 1226 and 1231 by and between **The GEO Group, Inc.**, a Florida corporation ("GEO") and **CPT Operating Partnership, L.P.**, a Delaware limited partnership ("CPT") both having an address of 4955 Technology Way, Boca Raton, FL 44341(GEO and CPT collectively, the "Seller"), and **United States of America, and its assigns, by and through the Department of Homeland Security** ("Buyer") (collectively, "Parties"), and is joined in for the limited purposes set forth herein by Chicago Title Insurance Company, as escrow agent (the "Escrow Agent").

PROPERTY

**A. Land**. That certain parcel of land legally described on Schedule A attached hereto (the "Land").

**B. Building and Improvements**. The buildings (collectively, the "Building") containing approximately 501,767 total square feet of space for all three detention facilities located on the Land and all other buildings, fixtures and other improvements located on the Land, all fixtures related thereto (collectively, the "Improvements").

**C. Appurtenances**. To the extent the same may be assigned or transferred to Buyer from Seller, all of Seller's right, title and interest in and to all easements, rights, interests, claims, privileges and appurtenances, if any, belonging or appertaining to the Land or the Improvements, including without limitation, all rights relating to minerals, oil, gas and other materials, all development rights such as air rights or water rights, and all right, title and interest of Seller, if any, in and to all adjoining streets, alleys, waterways and rights of way (collectively, the "Appurtenances").

**D. Tangible Personal Property**. Pursuant to Seller's best efforts, all tangible personal property owned by Seller or Seller's assignees (i.e., sublessors, tenants, or any other parties currently occupying portion or area of the Land) and located on the Land or used exclusively in connection therewith, including without limitation the items listed on Schedule D attached hereto (collectively, the "Personal Property"), unless excluded by Buyer on Schedule D or Seller and listed on Schedule E (collectively, "Excluded Assets") and those fixtures owned by other occupants of the Building or vendors.

**E. Intangible Personal Property**. To the extent the same may be assigned or transferred to Buyer from Seller, all of Seller's right, title and interest, if any, in and to the following intangible assets relating to the Land, the Improvements, the Appurtenances or the Personal Property: (i) plans and specifications, (ii) licenses, permits, orders of condition, approvals and authorizations issued by a governmental authority, (iii) warranties, guaranties, express or implied, from contractors, builders, manufacturers and suppliers, inuring to the benefit of Seller and relating to the Improvements, and (iv) all other intangible personal property rights of Seller, excluding any trademarks or tradenames, and copyrights, used in connection with the ownership, use, operation and enjoyment of the Land (collectively, the "Intangible Property"), unless excluded by Buyer; and all of the items described in Section A through E above are the "Property."

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Sale and Purchase**. Subject to the terms and conditions set forth herein, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, the Property.

2. **Purchase Price**. The purchase for the Property shall be Nine Hundred and Fifty Million and 00/100 Dollars ($950,000,000.00) (the "Purchase Price") and shall be paid at the Closing (as defined in Section 12.1 below) by wire transfer or immediately available funds, subject to any prorations, adjustments, and credits made pursuant to the terms of this Agreement including without limitation Section 4 below.

3. **RESERVED.**

4. **Prorations, Credits, and Adjustments**.

   4.1. All real estate taxes, and installments of special assessments (if any), relating to the Property due and payable for the fiscal year in which the Closing occurs shall be prorated as of the Closing Date (as defined in Section 12.1 below), based on the full fiscal year, with the day of the Closing allocated to Seller. The Buyer is an entity of the federal government and is exempt from all state and local taxes, including real estate taxes. Once in possession, real estate taxes will no longer be assessed on the property and neither party will be responsible for them going forward. Such state and local taxes shall be the responsibility of the Seller up to and including Closing. To the extent that the Buyer receives a tax bill or refund after Closing that relates to such period or any taxes and/or assessments paid by Seller at or prior to Closing, the Buyer agrees to promptly forward the same to the Seller. The provisions of this Section shall survive the Closing and the delivery and recording of the Deed.

   4.2. Seller agrees to keep all utility accounts in Seller's name for fifteen (15) business days after Closing. Buyer agrees to credit of $210,000.00 at Closing to Seller for payment of those utilities. In the event there is above average use from and after Closing during the 15 business days, Seller can seek reimbursement from Buyer for such additional usage and costs**.**

4.3. **RESERVED.**

4.4. Seller shall pay all deed or transfer taxes imposed by the state in which the Property is located and any premium for title insurance (in an amount not to exceed the Purchase Price) that Buyer may elect to obtain at Closing, and the recording costs of any and all instruments that may be necessary for Seller to deliver title to the Property as herein specified. Consistent with state custom, Seller shall pay the cost of recording the instruments of conveyance. Buyer shall pay any premium for title insurance endorsements that Buyer may elect to obtain at the Closing.

4.5. Except as otherwise provided herein, including without limitation by the provisions of Section 14.10 below, each of Seller and Buyer shall pay its own attorney's fees incurred in connection with the negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement. Buyer shall pay the costs of any survey or plan, environmental site assessment, appraisal or title examination that Buyer may elect to obtain in connection with the Property, together with all of Buyer's other due diligence expenses. Buyer and Seller shall each pay one half of any fees payable to the Escrow Agent for acting as escrow agent.

4.6. Subject to Section 4.2, Seller shall be responsible for all expenses normal to the ownership, operation and maintenance of the Property, including without limitation taxes, insurance, electrical, gas, oil, and water and sewer use charges for the periods prior to the Closing Date, and Buyer shall be responsible for all such charges (excluding taxes) allocable to periods including and following the Closing Date.

4.7. In the absence of error or omission, all prorations, adjustments and credits made and determined as herein provided shall be final as of the Closing Date, unless otherwise specified herein. If, within nine (9) months following the Closing Date, an error or omission in the determination or computation of any of the prorations, adjustments and credits shall be discovered, then, promptly following discovery thereof, the Parties shall make the appropriate adjustments required to correct such error or omission. The provisions of this Section shall survive the Closing and the delivery and recording of the Deed.

5. **Due Diligence**.

5.1. **Seller Property Documents**. Seller shall provide to Buyer copies of all Property documentation needed to complete Buyer's due diligence, including all relevant applications/certificates/designations/and energy audits, all environmental reports and documents, including reporting documents and correspondence received and sent to governmental authorities, all permits and approvals necessary to operate the facility located on the Property, structural reports, building maintenance reports, tax information including assessments and abatement appeals, pursuant to Seller's best efforts service contracts, title reports, guarantees and warranties, certificates of occupancy, any pending litigation which would prevent the sale of or is otherwise material to the state, operation, or beneficial enjoyment and intended use of the Property not previously disclosed to or previously known by Buyer, reciprocal easement and CC&R agreements, current budget including anticipated capital expenditures, ALTA survey, legal description of the Property, site plans, current and prior two (2) year tax bills, building plans, as built plans and specifications, and all other documents, instruments and materials as more specifically described on Schedule 5.1 attached hereto, but only to the extent in Seller's possession or control, or otherwise can be obtained by exercising good faith, reasonable due diligence (the "Seller Property Documents").

5.2. **RESERVED**.

5.3 **RESERVED.**

5.4. **RESERVED**.

6. **Environmental Representation.** Seller represents that during its ownership it has not committed any acts that environmentally compromised the Property in a manner that resulted in the presence of hazardous substances or petroleum products in the environment or violates CERCLA, RCRA, Oil Pollution Act, or the Clean Water Act, and corresponding state and local laws. Further, Seller represents that to its knowledge, with no duty of investigation, except for the information that has been previously disclosed to or previously known by Buyer, no previous owners or tenants of the Property committed any acts or omission that environmentally compromised the Property in a manner that resulted in the presence of hazardous substances or petroleum products in the environment or violates CERCLA, RCRA, Oil Pollution Act, or the Clean Water Act, and corresponding state and local laws.

7. **Title and Survey**.

7.1. **Buyer Objections**.

7.1.1. Buyer, at its sole cost and expense, will order a title commitment ("Buyer's Commitment") issued by Chicago Title Insurance Company and such survey of the Property as Buyer shall desire (the "Survey"). Buyer shall provide written notice to Seller (the "Title Notice" and the date of such notice, the "Title Notice Date") of any matters shown by Buyer's Commitment or the Survey that are not satisfactory to Buyer (collectively, the "Title Objections") before executing this Agreement.

7.1.2. Within five (5) Business Days following receipt of the Title Notice, Seller shall give to Buyer a written notice ("Seller's Response Title Notice") stating that (i) Seller agrees to cure one or more of the Title Objections identified in the Title Objection Notice on or before the Closing Date, or (ii) Seller does not agree to, or cannot, cure one or more of the defects identified in the Title Objection Notice; it being understood and agreed that Seller shall be obligated to eliminate prior to or as of the Closing all mortgages and assignments of leases and rents, mechanic's liens, tax liens, assessment liens, judgment liens, attachments, mortgage liens, and other monetary liens affecting the Property which can be determined without resort to litigation unless created by Buyer or any Buyer affiliate ("Monetary Encumbrances"). In the event Seller fails to timely deliver to Buyer a Seller's Response Title Notice, Seller shall be deemed to have elected not to cure any Title Objections including, without limitation, Monetary Encumbrances.

7.1.3. In the event Seller is unable or unwilling to cure any of the Title Objections contained in Buyer's Title Notice as set forth in Seller's Response Title Notice, or if Seller fails to timely deliver Seller's Response Title Notice, Buyer may terminate this Agreement by written termination notice to Seller received by Seller after delivery of Seller's Response Title Notice. For avoidance of doubt, it is understood that in the event that Seller fails to timely deliver Seller's Response Title Notice, Buyer shall not be deemed to have waived any Title Objections.

7.2. **New Encumbrances**. Seller shall immediately notify Buyer once Seller becomes aware of any new title or survey matter first occurring after the date of Buyer's Commitment or the Survey (each a "New Encumbrance"). Notwithstanding whether such notice is given, Buyer shall have the right to object to any New Encumbrance that is not acceptable to Buyer, by giving written notice of the New Encumbrance to which Buyer is objecting within five (5) Business Days of receipt of notice thereof. In the event Buyer gives written notice of objection to any New Encumbrance as herein provided, the provisions of Section 7.1 shall apply with respect thereto as if set forth herein in full. Notwithstanding the foregoing, if any New Encumbrance is a Monetary Encumbrance, Seller must satisfy the same on or before the Closing in accordance with the provisions of Section 7.1. Seller covenants and agrees that it shall not grant any rights or otherwise accept any New Encumbrance (including any Monetary Encumbrance other than inchoate liens for real estate taxes and matters consented to in writing by Buyer) before the Closing.

7.3. **Deed Restrictions and Use Limitations**. Seller represents and warrants that the Property has not been used for any use other than its ordinary and present use.

7.4 **Survival**. The representations and warranties set forth in Section 7.3 shall survive the Closing for a period of one (1) year and shall not be merged with the execution and delivery of the Deed or any other closing documents.

8. **Possession.**

8.1. **Possession**. On the Closing Date, Seller shall deliver possession of the Land and the Improvements to the Buyer, (i) free and clear of all tenants, except for the United States Immigration and Customs Enforcement and parties in possession, (ii) with all personal property removed, other than the Personal Property included in the Bill of Sale (see Section 12.2.2), and (iii) in substantially the same condition they were in as of the Due Diligence Period Expiration Date. The Buyer shall be entitled to a re-inspection of the Property prior to the Closing to determine whether the condition thereof complies with the provisions of this subsection.

9. **Representations and Warranties**.

9.1. **Seller Representations and Warranties**.

The Seller represents and warrants to the Buyer that, to the best of Seller's knowledge, and except as disclosed in the Seller Property Documents or discovered by Buyer's due diligence:

9.1.1. **Authority**. GEO is a Florida corporation and CPT is a Delaware limited partnership. GEO is duly authorized, legally existing and in good standing under the laws of the State of Florida and CPT is duly authorized, legally existing and in good standing under the laws of the State of Delaware. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated hereby. This Agreement has been, and all of the documents to be executed and delivered by Seller at Closing shall be, duly authorized by all requisite company action and properly executed and shall constitute valid and binding obligations of Seller, subject to applicable bankruptcy and similar laws for the benefit of debtors.

9.1.2. **Bankruptcy**. Seller has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law with respect to bankruptcy, insolvency or other relief for debtors, or (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its assets.

9.1.3. **Litigation**. Except as set forth in Schedule 9.1.3, there is no action, suit or proceeding pending before a court or administrative body that remains outstanding against the Property which would prevent the sale of or is otherwise material to the state, operation, or beneficial enjoyment and intended use of the Property as a detention facility not previously disclosed to Buyer. For all matters contained in Schedule 9.1.3, Seller shall provide the case name, docket number, current docket sheet, a summary of the claim(s), the case's procedural posture, a copy of all orders, and any other documentation requested by Buyer.

9.1.4. **No Foreclosure**. Seller has not received any written notice from any lender, mortgagee, lienholder or other secured party, of any pending or threatened foreclosure or execution action or proceeding affecting all or any portion of the Property, by either judicial or non-judicial foreclosure, or by public or private sale.

9.1.5. **FIRPTA**. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.

9.1.6. **No Conflict**. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of Seller by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party, that will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Seller in accordance with its terms.

9.1.7. **No Condemnation**. To the best of Seller's knowledge, Seller has not received any written notice of any pending or contemplated condemnation, eminent domain or similar proceeding with respect to all or any material portion of the Property.

9.1.8. **Compliance with Law**. To the best of Seller's knowledge, Seller has not received written notice from a governmental authority of any violations of applicable laws with respect to the Property that have not been cured.

9.1.9. **Contracts**. There are no construction, management, leasing, service, equipment, supply, maintenance or concession agreements in effect with respect to the Property which shall be binding upon Buyer or the Property after the Closing, except in the ordinary course and as disclosed to Buyer prior to Closing.

9.1.10. **Leases**. There are no leases or occupancy agreements affecting the Land or the Improvements and there are no tenants, licensees or occupants of all or any portion of the Land and Improvements which will not be terminated on or prior to Closing.

9.1.11. **Patriot Act**. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"). Neither the Seller nor any of its affiliates (A) is listed on the Specially Designated Nationals and Blocked Person List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"), (B) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (C) is owned or controlled by (including without limitation by virtue of such Person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

Seller shall notify Buyer in writing if, after the execution of this Agreement, Seller receives notice that any event occurs or condition exists which renders any of the foregoing materially untrue or misleading.

9.1.12. **Knowledge**. All representations and warranties made by knowledge in this Agreement are made based on the actual knowledge of Richard Kent Long, without any duty to review or investigate, the matters to which such knowledge, or the absence thereof, pertains and with no imputed knowledge whatsoever, whether from any partner, officer, director, member, shareholder, or employee of Seller.

Seller represents that of all its employees and representatives, Richard Kent Long is the most knowledgeable as it pertains to the representations and warranties made herein.

Richard Kent Long shall have no personal liability arising out of any representations or warranties made herein.

9.2. **Buyer Representations**. The Buyer represents to the Seller that:

9.2.1. Buyer executes this Agreement under the authority of 6 U.S.C. §§ 202, 251, and 551, and 8 U.S.C. §§ 1226 and 1231. The property is delivered and subject to the rules and regulations as may be prescribed by the Secretary of the U.S. Department of Homeland Security, the Federal Property and Administrative Services Act, 40 U.S.C. §§ 101–1315, and the Federal Land Policy and Management Act, 43 U.S.C. §§ 1701–1787, provided that Seller is not responsible for compliance with the foregoing. Buyer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated hereby. This Agreement has been, and all of the documents to be executed and delivered by Buyer at Closing shall be, duly authorized by all requisite Federal government action and properly executed and shall constitute valid and binding obligations of Buyer.

9.2.2. **RESERVED**.

9.2.3 Buyer represents that it has the power or authority to enter into or perform this Agreement.

Buyer shall notify Seller in writing if, after the execution of this Agreement, Buyer receives notice that any event occurs or condition exists which renders any of the foregoing materially untrue or misleading.

9.3. **Survival**. Seller's representations set forth in Section 9.1 shall survive the Closing for a period of one (1) year and shall not be merged with the execution and delivery of the Deed and other closing documents hereunder.

9.4. **"As Is" Sale.** Except as otherwise provided herein, in the Deed and the other documents delivered by Seller to Buyer at Closing pursuant to Section 12.2. of this Agreement, Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations or warranties whatsoever, whether expressed or implied, oral or written, past, present or future concerning the Property, including, but not limited to, the condition thereof and the suitability thereof for any or all activities and uses which the Buyer might conduct thereon. Except as otherwise provided herein, and in the Deed or the other documents delivered by Seller to Buyer at Closing pursuant to Section 12.2 of this Agreement, Buyer acknowledges that to the maximum extent allowed by law, the sale of the Property will be made in an "AS IS" condition, provided that Seller has not made use of the Property different from its ordinary and present use during the time period between execution of this Agreement and Closing, and that Seller has provided all disclosures as required by local, state and federal law.

**9.5** **No Representations**. BUYER HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 6 AND 9.1 AND ANY DOCUMENTS PROVIDED BY SELLER, NEITHER SELLER, NOR ANY PERSON ACTING ON BEHALF OF SELLER, NOR ANY PERSON OR ENTITY WHICH PREPARED OR PROVIDED ANY OF THE MATERIALS REVIEWED BY BUYER IN CONDUCTING ITS DUE DILIGENCE, NOR ANY DIRECT OR INDIRECT OFFICER, DIRECTOR, PARTNER, MEMBER, SHAREHOLDER, EMPLOYEE, AGENT, REPRESENTATIVE, ACCOUNTANT, ADVISOR, ATTORNEY, PRINCIPAL, AFFILIATE, CONSULTANT, CONTRACTOR, SUCCESSOR, OR ASSIGN OF ANY OF THE FOREGOING PARTIES (SELLER, SELLER-RELATED PARTIES AND ALL THE OTHER PARTIES DESCRIBED IN THE PRECEDING PORTIONS OF THIS SENTENCE (OTHER THAN BUYER) SHALL BE REFERRED TO HEREIN COLLECTIVELY AS THE "**EXCULPATED PARTIES**") HAS MADE ANY REPRESENTATIONS EXCEPT FOR THOSE CONTAINED IN SECTIONS 6 AND 9.1 ADDITIONALLY, SELLER REPRESENTS THAT THE PROPERTY CAN BE USED FOR ITS INTENDED USE AS A DETENTION FACILITY.

10. **Additional Seller Representations**.

10.1. **Affirmative Representations**. Seller agrees that during its period of ownership it:

10.1.1. has managed and operated the Property only in a prudent and usual and customary manner **as required under Section 8 of this Agreement** (see 10.1.4);

10.1.2. has maintained the Property in condition substantially similar to its present order and condition, and delivered the Property on the Closing Date in the condition required under Article 8 of this Agreement;

10.1.3. **RESERVED**.

10.1.4. **RESERVED**.

10.1.5. in the event Seller became aware that any representation or warranty of Seller set forth in Sections 6 and 9 hereof were not true and correct in all material respects up to and including on the Closing Date, has given prompt written notice thereof to Buyer, which notice included all appropriate information related thereto that is in Seller's possession or control.

10.2. **Negative Representations**. Seller agrees that during its period of ownership it did not:

10.2.1. **RESERVED**.

10.2.2. enter into any leases upon the Property or enter into any contracts concerning the Property that would be binding on the Buyer after the Closing; or

10.2.3. enter into a contract or agreement with any other party to purchase the Property.

11. **Conditions to Closing**.

11.1. **Conditions to Buyer's Obligations**. Buyer's obligation to purchase the Property as contemplated in this Agreement is subject to satisfaction of the following conditions precedent for Buyer's benefit (each, a "Buyer's Condition Precedent"), or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions, on or prior to the Closing Date or the dates designated below for the satisfaction of such conditions:

11.1.1. **Seller Obligations**. As of the Closing Date, Seller shall have performed all of the covenants and obligations required to be performed by Seller under this Agreement.

11.1.2. **Seller Representations and Warranties**. All representations and warranties made by Seller in this Agreement as set forth in Section 9.1 above shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date except to the extent they relate to an earlier date.

11.1.3. **Documents and Deliveries**. All instruments and documents required to be delivered by Seller under Section 12.2 below shall be delivered to the Escrow Agent and shall be in form and substance consistent with the requirements of this Agreement.

11.1.4. **Title**. Title to the Property as of the Closing Date shall not be subject to any encumbrances, except for the Permitted Encumbrances, substantially in the form attached as Exhibit A hereto, duly executed and acknowledged by Seller (the "Deed").

11.2. **Conditions to Seller's Obligations**. Seller's obligation to sell the Property as contemplated in this Agreement is subject to satisfaction of the following conditions precedent for Seller's benefit (each, a "Seller's Condition Precedent") or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions, on or prior to the Closing Date or the dates designated below for the satisfaction of such conditions:

11.2.1. **Buyer's Obligations**. As of the Closing Date, Buyer shall have performed all of the covenants and obligations required to be performed by Buyer under this Agreement.

11.2.2. **Buyer Representations**. All representations made by Buyer in this Agreement as set forth in Section 9.2 above shall be made in good faith in all material respects on and as of the Closing Date, as if made on and as of such date except to the extent they relate to an earlier date.

11.2.3. **RESERVED**.

11.2.4. **Documents and Deliveries**. All payments, instruments and documents required to be delivered by Buyer under Section 12.3 below shall be delivered to the Escrow Agent and shall be in form and substance consistent with the requirements of this Agreement.

12. **Closing**.

12.1. **Time of Closing**. The consummation of the purchase and sale of the Property (the "Closing") shall be held at 11:00 A.M. Washington, D.C., time at a place agreed upon by the Seller and the Buyer, on or before October 2, 2026 (the "Closing Date"). The parties may also choose to use an Escrow procedure instead and shall consummate the transaction through Escrow on or before the Closing Date.

12.2. **Seller Deliveries**. At the Closing, Seller shall deliver to the Escrow Agent the following:

12.2.1. a general warranty deed to the Land, the Improvements and the Appurtenances from Seller, free from encumbrances except for the Permitted Encumbrances, substantially in the form attached as Exhibit A hereto, duly executed and acknowledged by Seller (the "Deed");

12.2.2. a bill of sale for the Personal Property, substantially in the form attached as Exhibit B hereto, duly executed by Seller (the "Bill of Sale");

12.2.3. an assignment and acceptance of the Intangible Property, substantially in the form attached as Exhibit C hereto, duly executed by Seller (the "Assignment and Acceptance of Intangible Property");

12.2.4. evidence reasonably satisfactory to Buyer that any contracts affecting the Property, except for vendor contracts which are being used in order to operate the facility located on the Property, have been terminated as of the Closing Date and that no obligations thereof are or will be binding on Buyer, provided however, no such vendor contracts shall be binding on Buyer;

12.2.5 **RESERVED;**

12.2.6. an affidavit of the Seller dated as of the Closing Date that, to Seller's knowledge, (A) no services have been performed or materials supplied for or to the Seller with respect to the Property during the 90 days immediately preceding the Closing Date for which mechanic's or materialman's lien rights may exist and for which payment in full has not been made (or, in the event that any such services shall have been performed or materials delivered within said period and not been paid for in full, waivers of mechanic's and materialman's liens as a result thereof) or will not be paid by Seller in ordinary course, and (B) no tenants or other parties are in, or claim or assert rights to, possession of the Land or the Building;

12.2.7. an affidavit of the Seller to the effect that the Seller is not a "foreign person" as that term is defined in Internal Revenue Code Section 1445(f)(3);

12.2.8. an Internal Revenue Service 1099-S form duly executed by the Seller;

12.2.9. the certificate concerning representations and warranties of the Seller contemplated by Section 9.3 above duly executed by the Seller;

12.2.10. a joint settlement statement duly executed by Seller; and

12.2.11. such other documents as Seller may be required to deliver to Buyer at Closing hereunder or as may be required to comply with applicable law, or are reasonably required by the Escrow Agent, and/or are usual and customary in transactions of this type**.**

12.3. **Buyer Deliveries**. At the Closing, the Buyer shall deliver to the Escrow Agent the following:

12.3.1. in accordance with the Escrow Agent's instructions, a wire transfer in the amount of the Purchase Price specified in Section 2.3 above;

12.3.2. the Assignment and Acceptance of Intangibles, duly executed by Buyer;

12.3.3. the certificate concerning representations of Buyer contemplated by Section 9.3 above duly executed by Buyer;

12.3.4. **RESERVED;**

13.3.5. a joint settlement statement duly executed by Buyer; and

12.3.6. such other documents as Buyer may be required to deliver to Seller at Closing hereunder or as may be required to comply with applicable law and/or are usual and customary in transactions of this type.

13. **Default / Remedies**.

13.1. **Limitation**. The Seller shall not be entitled to recover any consequential, incidental, punitive or special damages from the Buyer in connection with the breach or default of any term or condition of this Agreement. The provisions of this Section 13.1 shall survive the Closing and the delivery of the Deed or any expiration or termination of this Agreement.

14. **Miscellaneous**.

14.1. **Brokers**.

14.1.1. RESERVED.

14.1.2. Seller represents and warrants that it has not dealt with any person in connection with the transaction contemplated hereby that would be entitled to a brokerage commission, finder's fee or other similar compensation, except CBRE (the "Broker"). The Seller shall indemnify, protect and save Buyer, and hold Buyer forever harmless, from and against, and reimburse Buyer for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties and costs and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon, asserted against or incurred or paid by Buyer, or for which Buyer may become obligated or liable, by reason of, on account of or in connection with a breach of the aforesaid representation and warranty by Seller.

14.1.3. The Parties agree that Seller shall be solely responsible for all commissions due and payable to the Broker in connection with the sale of the Property to the Buyer hereunder pursuant to a separate agreement.

14.1.4. The provisions of this Section 14.1 shall survive the Closing and the delivery of the Deed or any expiration or termination of this Agreement.

14.2. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted hereby, their respective legal representatives, successors and assigns.

14.3. **Entire Agreement; Modifications**. This Agreement embodies the entire agreement between the Parties hereto with respect to the Property and the subject matter hereof, and supersedes any and all prior negotiations, agreements and understandings, written or oral, formal or informal, all of which are deemed to be merged herein. No representations, statements, warranties, covenants, undertakings or promises of Seller or Buyer or any representative or agent of either of them, whether oral, implied or otherwise and whether made before or after the date hereof, shall be considered a part hereof or binding upon such party unless set forth herein or agreed to by the Parties in writing, nor shall any provision of this Agreement be supplemented, terminated, modified or waived except by a writing signed by both Parties. No modification or amendment to this Agreement of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notice of any extension, change, modification or amendment made or claimed by Seller or Buyer shall have any force or effect whatsoever unless the same shall have been reduced to writing and executed by Seller and Buyer.

14.4. **Acceptance of Deed**. The Parties agree that, except to the extent expressly provided herein or by way of a specific agreement in writing which by its terms shall expressly survive the Closing, the delivery by Seller and the acceptance by Buyer of the Deed and the other documents and instruments to be delivered by Seller to Buyer at the Closing pursuant to Section 12.2 of this Agreement shall be deemed to constitute full compliance by Seller with all of the terms, conditions and covenants of this Agreement on Seller's part to be performed.

14.5. **Pronouns**. All pronouns and nouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or the context may require.

14.6. **Recording**. Subject to federal law, regulation, and guidance, the Buyer agrees not to record or file this Agreement or any notice or memorandum hereof or reference hereto on any public records, including without limitation the other closing documents containing such restriction. Any such recording or filing shall constitute a default hereunder, and this Agreement shall become void at the option of Seller, which option shall be exercised by Seller by recording or filing notice thereof in such public records.

14.7. **Applicable Law**. The Agreement is executed by the Buyer under the authority of 6 U.S.C. §§ 202, 251, and 551, and 8 U.S.C. §§ 1226 and 1231. The Property is delivered and subject to the rules and regulations as may be prescribed by the Secretary of the U.S. Department of Homeland Security, the Federal Property and Administrative Services Act, 40 U.S.C. §§ 101–1315, and the Federal Land Policy and Management Act, 43 U.S.C. §§ 1701–1787, provided that Seller is not responsible for compliance with such statutes and their respective implementing rules and regulations. Any action brought by either party with respect to this Agreement shall be brought a federal court of competent jurisdiction.

14.8. **Section 1031 Exchange.**

Seller notifies Buyer that it may structure the disposition of the Property, in whole or in part, as a transaction intended by Seller to qualify as a like-kind exchange under Internal Revenue Code Section 1031 and the Treasury Regulations promulgated thereunder (a "Seller 1031 Exchange") at Seller's sole cost and expense. To this end, Seller's rights, but not its obligations, under this Agreement may be assigned to Investment Property Exchange Services, Inc., as "Qualified Intermediary," for purposes of facilitating such Seller 1031 Exchange. Notwithstanding this limited assignment, Seller is and shall remain solely responsible and liable to Buyer for all obligations, warranties, and representations under the Agreement. To the extent Buyer is authorized by law, regulation, or agency policy or guidance, Buyer shall reasonably cooperate with respect to a Seller 1031 Exchange, including by executing any and all documents reasonably requested in connection therewith, provided that Buyer's cooperation shall not require or incur any direct or indirect costs, expenses, or legal obligations or liabilities in connection with any Seller 1031 Exchange. Seller further agrees to indemnify, defend, and hold harmless Buyer from any and all claims, costs, liabilities, or delays in time resulting from such a 1031 exchange.

14.9 **Notices**. Any notice, report, demand, request or other instrument or communication authorized, required or desired to be given under this Agreement by the Buyer or the Seller shall be in writing and delivered by hand, by first class certified mail, postage prepaid, return receipt requested, by express mail or express courier service, or by email, if addressed to the party intended to receive the same or their attorney, to the address set forth below:

Seller:

The GEO Group, Inc.
CPT Operating Partnership, L.P.
Attn: Richard Kent Long, SVP Project Development
4955 Technology Way
Boca Raton, FL 33431
Email: [*]

With copy to:

The GEO Group, Inc.
CPT Operating Partnership, L.P.
Attn: Scott Schipma, General Counsel
4955 Technology Way
Boca Raton, FL 33431
Email: [*]

Buyer:

Tamim Chowdhury, Senior Real Estate Contracting Officer, DHS
Facilities Management Division
500 12th Street SW, Suite 3000
Washington, DC 20536
Email: [*]

With copy to:

James Grossmann, SK2, LLC
6163 Chickering Ct.
Nashville, TN 37215
Email: [*]

All such notices shall be deemed to have been duly given on (i) the date of receipt if delivered by hand, if sent by express courier service or sent by email (with a confirmation copy sent by first class mail) or (ii) the earlier of the date of receipt and the date of first attempted delivery by the U.S. Postal Service, if transmitted by mail as aforesaid.

Either party may change the address to which any such notice, report, demand, request or other instrument or communication to such party is to be delivered or mailed, by giving written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

14.9. **Calculation of Time**. Whenever in this Agreement a period of time is stated as a number of days, it shall be construed to mean calendar days; provided, however, that when any period of time so stated would end on a Saturday, Sunday or legal holiday, such period shall be deemed to end on the next day following that is not a Saturday, Sunday or legal holiday (such day that is not a Saturday, Sunday or legal holiday, a "Business Day"). Time is of the essence as to all dates and times specified in this Agreement.

14.10. **Expenses**. If any action is brought to enforce or interpret any provision of this Agreement, then, consistent with federal law and only pursuant to an order of a federal court of competent jurisdiction, the prevailing party in such action may seek to recover the reasonable legal fees and expenses incurred in connection with such action. The provisions of this Section 14.10 shall survive the Closing and the delivery and recording of the Deed or any expiration or termination of this Agreement.

14.11. **Waivers; Extensions**. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

14.12. **Exhibits and Schedules**. All exhibits and schedules to this Agreement are hereby incorporated by this reference into this Agreement.

14.13. **Counterparts; Captions**. This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures of this Agreement transmitted by electronic mail (*.pdf or similar file types) shall be valid and effective to bind the party so signing. The captions contained in this Agreement are for convenience of reference only and shall not affect the construction to be given to any of the provisions hereof.

14.14. **RESERVED.**

14.15. **Insurance Obligation**. Seller hereby agrees that, until the Closing, Seller shall maintain insurance on the Property with limits of coverage equal to the full replacement value of the Building. All risk of loss shall remain with Seller until the completion of the Closing on the Closing Date.

14.16. **RESERVED**.

14.17. **RESERVED**.

14.18. **Title and Practice Standards**. Any matter arising under or related to this Agreement shall be governed by The Regulations of the Attorney General Governing the Review and Approval of Title for Federal Land Acquisitions (2016) (DOJ Title Standards), and to the extent such laws and practice standards are not superseded by or conflict with the DOJ Title Standards or Federal law, the laws and practice standards of the State of California.

14.19. **No Personal Liability**. Subject to any applicable federal or state law, no trustee, beneficiary, shareholder, officer, director, representative, or agent of Seller or Buyer nor any person or entity in any way affiliated with Seller or Buyer shall have any personal liability with respect to this Agreement, any instrument delivered by such party at Closing, or the transaction contemplated hereby, nor shall the property of any such person or entity be subject to attachment, levy, execution or other judicial process. The provisions of this Section 14.19 shall survive the Closing and the delivery and recording of the Deed or any expiration or termination of this Agreement.

14.20. **Escrow Agent**.

14.20.1. **Obligations**. The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and shall have no implied duties or obligations.

14.20.2. **Reliance**. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and the Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

14.20.3. **Indemnification.** Unless the Escrow Agent discharges any of its duties under this Agreement in a grossly negligent manner, or is guilty of willful misconduct with regard to its duties under this Agreement, Seller shall indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as the Escrow Agent under this Agreement; and in such connection Seller shall indemnify Escrow Agent against any and all expenses including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim in such capacity.

14.20.4. **Disputes**. If the Parties (including the Escrow Agent) disagree about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by the Escrow Agent, or the application of the Closing Proceeds, the Escrow Agent shall hold any Deposit or the Closing Proceeds until the receipt of (i) written instructions from both the Buyer and the Seller or (ii) a final order of a federal court of competent jurisdiction. The Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. The Escrow Agent shall be indemnified by Seller for all costs and reasonable attorneys' fees in its capacity as the Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

14.20.5 **Survival**. The provision of this Section 14.20 shall survive the Closing and the delivery and recording of the Deed or any expiration or termination of this Agreement for a period of two (2) years.

14.20.6 **Financial Transparency**. Parties agree and consent to the escrow company sharing the Buyer's and Seller's settlement statement information with both parties.

14.21. **Waiver of Jury Trial**. The Seller shall and hereby does waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

14.22. **Counsel**. Buyer and Seller hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.

14.23. **Authorization**. By executing this Agreement, Buyer and Seller authorize their respective attorneys to execute, on their behalf, any and all extensions in connection with this Agreement, including, but not limited to, extensions for completion of any and all Inspections and/or extensions for the date of Closing.

14.24. **Confidentiality**. Subject to federal law, regulation, and guidance, buyer and Seller agree that they shall not disclose the terms of this Agreement, or Buyer's interest in the Property, to any person or entity other than to their respective attorneys, business consultants, and accountants and any and all persons and entities that Buyer may consult in conducting its due diligence and thereafter as Buyer deems necessary in connection with its purchase of the Property, except as may be approved in writing in advance by the other party in each instance, or as may be ordered by a federal court of competent jurisdiction.

14.25. **Buyer's Remedies**. In the event the Agreement is terminated by Seller ("Termination Party") prior to Closing, Buyer shall be entitled to pursue the same remedies against the Seller as it could pursue in the event of breach of the Agreement by the Seller, but in no event shall Seller's monetary liability exceed $200,000.

14.26. **Seller Representations.** The Seller represents and it is a condition of acceptance of this offer that no member or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this Agreement, or to any benefits that may arise there from; but this provision shall not be construed to extend to any agreement if made with a corporation or other legal entity for its general benefit.

14.27. **Displaced Person Status**. The Seller agrees that Seller is not a "displaced person" as that term is defined by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4602 *et seq*.

14.28. **Gratuities**. The Buyer may, by written notice to the Seller, terminate the right of the Seller to proceed under this Agreement if it is found, after notice and hearing, by the Secretary of the U.S. Department of Homeland Security or her duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing this Agreement, or favorable treatment with respect to the awarding or amending of this Agreement, or the making of any determinations with respect to the performing of such agreement: Provided, that the existence of the facts upon which the Secretary or her duly authorized representative makes such findings shall be in issue and may be reviewed by any competent court.

**[Remainder of page left intentionally blank.]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as an instrument under seal as of the date first written above.

**SELLER:**
**THE GEO GROUP, INC.**

By: /s/ Richard Kent Long
Name: Richard Kent Long
Title: Senior Vice President,
Project Development

**CPT OPERATING PARTNERSHIP, L.P.**

By: /s/ Richard Kent Long
Name: Richard Kent Long
Title: Vice President,
Project Development

**BUYER:**
**UNITED STATES, AND ITS ASSIGNS, BY AND THROUGH THE DEPARTMENT OF HOMELAND SECURITY**

By: /s/ Tamim Chowdhury
Tamim Chowdhury
Real Estate Contracting Officer

The Escrow Agent is executing this Agreement only for the purpose of acknowledging and agreeing to be bound by the provisions of Section 14.20 hereof.

Chicago Title Insurance Company

By: /s/ Jennifer Chen
Name: Jennifer Chen
Title: VP/Senior Escrow Officer

**Exhibit 99.1**

**NEWS RELEASE**

4955 Technology Way ∎ Boca Raton, Florida 33431 ∎ www.geogroup.com
**CR-26-12**

**THE GEO GROUP SELLS THE ADELANTO, CALIFORNIA ICE PROCESSING CENTER COMPLEX COMPRISED OF THREE FACILITIES TOTALING 2,644 BEDS FOR $950 MILLION AND INCREASES SHARE REPURCHASE AUTHORIZATION TO $1.25 BILLION**

**Boca Raton, Fla. – October 5, 2026 — The GEO Group, Inc. (NYSE: GEO)** ("GEO" or the "Company") announced today that the Company has completed the sales of its 1,280-bed Adelanto West ICE Processing Center ("Adelanto West"), 660-bed Adelanto East ICE Processing Center ("Adelanto East"), and 704-bed Desert View Annex ("Desert View") located in Adelanto, California to the United States of America and its assigns, by and through the Department of Homeland Security, for an aggregate gross sales price of $950 million. After federal and state taxes and transaction fees and expenses, GEO anticipates receiving approximately $705 million in net proceeds from these sales.

GEO expects to continue providing support services under the Company's existing contract with U.S. Immigration and Customs Enforcement ("ICE") for Adelanto East, Adelanto West, and Desert View, which has a full term effective through December 19, 2034, inclusive of the current term ending December 19, 2029 and a five-year option period.

GEO expects to use the net proceeds from the sales along with cashflow from operations to reduce the Company's debt, repurchase shares of the Company's common stock, and for other general corporate purposes. GEO's Board of Directors has increased the Company's share repurchase authorization, which is effective through December 31, 2029, by $750 million to $1.25 billion.

In addition to these completed sales, GEO remains engaged in an active process for the sale of multiple other company-owned facilities to ICE, subject to mutual agreement on price and GEO's continued management of those facilities under long-term support services contracts. At this time, there is no definitive agreement in place nor a precise timeline for the closing of any additional transactions, and GEO can provide no assurance that any additional transactions will occur.

**—More—**

**Contact:** Pablo E. Paez (866) 301 4436
Executive Vice President, Corporate Relations

George C. Zoley, GEO's Chairman, Chief Executive Officer and Founder, said, "We are pleased with the completion of these important asset sales to the U.S. federal government, and we look forward to continuing to provide high-quality secure support services under our existing long-term contracts with ICE. We are proud of our 40-year public-private partnership with ICE, and we stand ready to continue to assist the federal government in meeting its immigration enforcement priorities. We remain focused on allocating capital to enhance long-term value for shareholders, including through share repurchases."

Repurchases of GEO's outstanding common stock will be made in accordance with applicable securities laws and may be made at our senior management's discretion from time to time in the open market, by block purchase, through privately negotiated transactions, pursuant to a trading plan, or otherwise in compliance with Rule 10b-18 under the Securities Exchange Act of 1934, as amended. The authorization for the share repurchase program may be extended, increased, decreased, suspended or terminated by our Board of Directors in its discretion at any time. Repurchases of the Company's common stock (and the timing thereof) will depend upon market conditions, regulatory requirements, the Company's existing obligations, including its Credit Agreement, other corporate liquidity requirements and priorities and other factors as may be considered in the Company's sole discretion. The authorization for the share repurchase program does not obligate GEO to purchase any particular amount of the Company's common stock.

**About The GEO Group**

The GEO Group, Inc. (NYSE: GEO) is a leading diversified government service provider, specializing in design, financing, development, and support services for secure facilities, processing centers, and community reentry centers in the United States, Australia, South Africa, and the United Kingdom. GEO's diversified services include enhanced in-custody rehabilitation and post-release support through the award-winning GEO Continuum of Care®, secure transportation, electronic monitoring, community-based programs, and correctional health and mental health care. GEO's worldwide operations include the ownership and/or delivery of support services for 97 facilities totaling approximately 76,000 beds, including idle facilities and projects under development, with a workforce of up to approximately 20,000 employees.

**—More—**

**Contact:** Pablo E. Paez (866) 301 4436
Executive Vice President, Corporate Relations

**Use of forward-looking statements**

This news release may contain "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and the U.S. Private Securities Litigation Reform Act of 1995. Readers are cautioned not to place undue reliance on these forward-looking statements and any such forward-looking statements are qualified in their entirety by reference to the cautionary statements and risk factors contained in GEO's filings with the U.S. Securities and Exchange Commission including its Form 10-K, 10-Q and 8-K reports. All forward-looking statements speak only as of the date of this news release and are based on current expectations and involve a number of assumptions, risks and uncertainties that could cause the actual results to differ materially from such forward-looking statements. Readers are strongly encouraged to read the full cautionary statements and risk factors contained in GEO's filings with the U.S. Securities and Exchange Commission, including those referenced above. GEO disclaims any obligation to update or revise any forward-looking statements, except as required by law.

**- End -**

Contact: Pablo E. Paez (866) 301 4436
Executive Vice President, Corporate Relations