

**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): February 6, 2026

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.)

4955 Technology Way, Boca Raton, Florida
(Address of Principal Executive Offices)

33431
(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.

Section 5 Corporate Governance and Management

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 6, 2026, J. David Donahue, the Company's Chief Executive Officer, provided notice to The GEO Group, Inc. ("GEO" or the "Company") of his retirement effective February 28, 2026 (the "Separation Date").

Mr. Donahue and GEO entered into a Separation Agreement and General Release on February 9, 2026 (the "Separation Agreement"). Pursuant to the terms of the Separation Agreement, Mr. Donahue will be entitled to receive the following in addition to accrued wages: (i) the payment of \$104,167 per month commencing on March 1, 2026 and continuing through February 28, 2028 in accordance with the terms of the Consultant Agreement described below; (ii) be entitled to the payment of health insurance premiums for himself and any covered dependents under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") for a period ending on the earlier of eighteen (18) months following the Separation Date (or up to twenty-four (24) months if entitled to an extension) or the date he is no longer entitled to receive COBRA continuation coverage; and (iii) the outstanding unvested stock options and restricted stock previously granted to Mr. Donahue will continue to vest in accordance with the applicable performance-based vesting metrics under the Company's long-term equity incentive plan. The Separation Agreement also contains mutual release, cooperation and non-disparagement provisions. The foregoing description of the Separation Agreement is qualified in its entirety by reference to the full text of the Separation Agreement, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Mr. Donahue and GEO also entered into a Consultant Agreement (the "Consultant Agreement"), effective as of March 1, 2026, for a term continuing through February 28, 2028 (the "Consulting Period"). Pursuant to the terms of the Consultant Agreement, Mr. Donahue will provide consulting services to GEO with respect to secure services business opportunities in the United States and overseas, including business development services and contract administration assistance for existing contracts. In consideration for such services, Mr. Donahue will receive, as previously disclosed in the Separation Agreement, the consulting fee of \$104,167 per month during the Consulting Period, payable upon submission of a monthly billing statement, and will be reimbursed for reasonable and necessary documented travel and business expenses incurred in connection with the performance of services, subject to prior approval requirements. The Consultant Agreement also contains provisions related to confidentiality and conflicts of interest. The foregoing description of the Consultant Agreement is qualified in its entirety by reference to the full text of the Consultant Agreement, which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

On February 9, 2026, George C. Zoley, GEO's founder and Executive Chairman, was appointed Chief Executive Officer effective March 1, 2026 (the "Effective Date"). Dr. Zoley's biography covering his business experience and educational background is included in the Company's Definitive Proxy Statement for its 2025 Annual Meeting of Shareholders filed on March 20, 2025 under the heading "Proposal 1: Election of Directors", which section is incorporated by reference herein. As GEO's founder, Dr. Zoley's knowledge, experience, and leadership are invaluable to the operation and development of the Company. His more than 40 years with the Company make him uniquely qualified to be GEO's Chairman and Chief Executive Officer.

In connection with his appointment, Dr. Zoley and the Company entered into the Second Amendment to Executive Employment Agreement (the "Employment Agreement") on February 9, 2026 to reflect Dr. Zoley's new title as Chairman and Chief Executive Officer and amend the compensation terms discussed below beginning on the Effective Date. The term of the Employment Agreement remains the same and ends on April 2, 2029 as may be extended by mutual agreement of the parties on an annual basis subject to the termination provisions in the Employment Agreement. Pursuant to the terms of the Employment Agreement, Dr. Zoley will serve as Chief Executive Officer and report directly to the Board of Directors.

Under the terms of the Employment Agreement, Dr. Zoley will be paid an annual base salary of \$1,200,000, subject to the review and potential increase in the sole discretion of the Compensation Committee. Dr. Zoley will also be entitled to receive a target annual performance award of 200% of Dr. Zoley's base salary and be entitled to receive an annual equity incentive award of restricted stock with a grant date fair value equal to at least 300% of Dr. Zoley's base salary that shall vest in accordance with the terms of the Company's equity compensation plan. In addition, Dr. Zoley is entitled to the compensation and benefits provided under the Amended and Restated Executive Retirement Agreement, between Dr. Zoley and GEO, dated May 27, 2021. All other terms and conditions of Dr. Zoley's Employment Agreement with GEO shall remain unchanged and in full force and effect in accordance with the Executive Chairman Employment Agreement, dated May 27, 2021, as amended by the Amendment to Executive Chairman Employment Agreement, dated July 7, 2025.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the full text of the Employment Agreement, which is filed as Exhibit 10.3 hereto and is incorporated herein by reference.

There are no arrangements or understandings between Dr. Zoley and any other person pursuant to which Dr. Zoley was appointed to serve as Chief Executive Officer of the Company. Please see the disclosure in the Company's Definitive Proxy Statement for its 2025 Annual Meeting of Shareholders filed on March 20, 2025 for the other disclosure required by Items 401(d) and 404(a) of Regulation S-K under the heading "Certain Relationships and Related Party Transactions", which section is incorporated by reference herein.

Section 7 Regulation FD

Item 7.01 Regulation FD Disclosure.

On February 12, 2026, the Company issued a press release announcing the senior management changes discussed in Item 5.02 above, which is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information furnished in this Item 7.01, including Exhibit 99.1 hereto, 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 of that section, nor shall such information be deemed incorporated by reference in any filings 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. The filing of this Item 7.01 of this Current Report on Form 8-K shall not be deemed an admission as to the materiality of any information herein that is required to be disclosed solely by reason of Regulation FD.

Section 9 Financial Statements and Exhibits.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Separation Agreement and General Release, entered into on February 9, 2026, between The GEO Group, Inc. and J. David Donahue.</u>
10.2	<u>Consultant Agreement, entered into on February 9, 2026, between The GEO Group, Inc. and J. David Donahue.</u>
10.3	<u>Second Amendment to Executive Employment Agreement, entered into on February 9, 2026, between The GEO Group, Inc. and George C. Zoley.</u>
99.1	<u>Press release, dated February 12, 2026.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

February 12, 2026
Date

By: /s/ Mark J. Suchinski
Mark J. Suchinski
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

CONFIDENTIAL

SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release (“AGREEMENT”) is entered into by and between J. David Donahue (“EMPLOYEE”) and The GEO Group, Inc. (“GEO”) (collectively “Parties”).

RECITALS

This AGREEMENT is made with reference to the following facts:

- A. **WHEREAS**, EMPLOYEE is separating his employment with GEO with a termination date of February 28, 2026 (“Termination Date”), and EMPLOYEE and GEO wish to express the understandings and agreements they have reached concerning EMPLOYEE’s separation from GEO; and
- B. **WHEREAS**, all wages due to EMPLOYEE have been unconditionally paid; and
- C. **WHEREAS**, GEO will provide EMPLOYEE with the consideration described below provided EMPLOYEE releases GEO from any claims EMPLOYEE has or may have arising out of his employment with GEO and agrees to comply with the other promises and considerations set forth in this AGREEMENT.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions:

1. **Recitals:** The Parties acknowledge that the “WHEREAS” clauses preceding Paragraph 1 are true and correct and are incorporated herein as material parts to this AGREEMENT.
2. **Definitions:** Throughout this AGREEMENT, the term “GEO” shall include the following:
 - (A) The GEO Group, Inc., as well as any subsidiary, parent company, affiliated entity, related entity, operating entity, franchise, or division of The GEO Group, Inc.; and
 - (B) Any officer, director, trustee, agent, attorney, employee, or insurer of any entity encompassed by subparagraph (A).
3. **Separation from Employment:** The effective date of EMPLOYEE’s termination of employment with GEO is the Termination Date.

4. **Consideration:** In consideration for EMPLOYEE's execution of this AGREEMENT and in compliance with the promises made herein, GEO agrees as follows:
- GEO agrees to pay EMPLOYEE one hundred four thousand, one hundred and sixty-seven dollars (\$104,167) ("Consideration") per month. The Consideration shall commence on March 1, 2026, and shall continue through February 28, 2028, in accordance with the signed and executed Consulting Agreement.
 - GEO agrees to pay the cost for COBRA coverage (or arrange to have such coverage provided at no cost) with respect to all group health benefits EMPLOYEE is receiving from GEO as of the Termination Date for EMPLOYEE and, if applicable, any covered dependents for eighteen (18) months. This agreement shall not prohibit EMPLOYEE from applying for any applicable extensions to COBRA coverage he or any covered dependent may be entitled to. If said extension to COBRA coverage is granted, the cost of continued coverage shall be paid for by GEO for up to twenty-four (24) months of total COBRA coverage. If such extension of COBRA coverage is denied, GEO shall reimburse EMPLOYEE for such additional coverage.
 - All outstanding unvested stock options and restricted stock granted to the Employee prior to termination will vest in accordance with the Long-Term Equity Incentive Plan's performance-based measurement metrics at the time of grant.
 - Notwithstanding anything to the contrary, EMPLOYEE does not waive or release any entitlement to unrestricted stocks, deferred compensation, or ERISA plans.
5. **General Release of Claims:** In exchange for and in consideration of the payments, benefits, and other commitments described in Paragraph 4 above, for himself and for each of his heirs, executors, administrators, and assigns, EMPLOYEE hereby fully releases, acquits, and forever discharges GEO and each of its predecessors, successors and assigns, parent corporations, subsidiary corporations, affiliates, and the officers, directors, shareholders, partners, managers, employees, attorneys, and agents, past and present, of each of the aforesaid entities (the "Released Parties") of and from any and all claims, liabilities, causes of action, damages, costs, attorneys' fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, suspected or unsuspected, that EMPLOYEE may now have, has ever had, or hereafter may have against the Released Parties. This releases all claims, including those of which EMPLOYEE is aware or may not be aware, and those mentioned specifically, and which may not have been mentioned specifically in this general release. Notwithstanding the foregoing, EMPLOYEE understands that this release shall not apply to and does not waive any rights or claims that may arise after the date that this AGREEMENT is executed. Without limiting the generality of the foregoing, EMPLOYEE specifically releases any and all claims relating to (i) EMPLOYEE's employment by GEO, the terms and conditions of such employment, employee benefits related to EMPLOYEE's employment, the termination of EMPLOYEE's employment, and/or any of the events relating directly or indirectly to or surrounding such termination; (ii) any and all claims of discrimination, harassment, whistle blowing or retaliation in employment (whether based on federal, state, or local law, statutory or decisional), including, without limitation, all claims under the Older Worker's Benefit Protection Act ("OWBPA"), the Age Discrimination in Employment Act of 1967, as

amended (“ADEA”), Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (“ADA”), the Civil Rights Act of 1991, the Reconstruction Era Civil Rights Act of 1866, 42 USC §§ 1981-86, as amended, the Equal Pay Act (“EPA”), the Fair Labor Standards Act (“FLSA”), the Family and Medical Leave Act (“FMLA”), the Sarbanes-Oxley Act (“SOX”); the Dodd-Frank Act; Genetic Information Nondiscrimination Act (“GINA”), the Employee Retirement Income Security Act (“ERISA”), Sections 503 and 504 of the Rehabilitation Act of 1973, the Occupational Safety and Health Act (“OSHA”), the National Labor Relations Act (“NLRA”), the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), the Worker’s Adjustment and Retraining Notification Act (“WARN”); the Florida Civil Rights Act of 1992 f/k/a Human Rights Act of 1977, the Palm Beach County Equal Employment Ordinance, any and all claims/actions which have been or could have been raised under Florida’s Workers’ Compensation statute (Chapter 440), including, but not limited to, any claims/actions under the retaliation section of that statute (Florida Statute § 440.205), the Florida Private Sector Whistle-Blower Act (Fla. Stat. § 448.101-.105), the Florida Equal Pay Act, any claims under Fla. Stat. § 448.08 for unpaid wages, and waivable rights under the Florida Constitution; (iii) any and all claims for wrongful discharge; (iv) any and all claims for damages of any kind whatsoever, including, without limitation, compensatory, punitive, treble, liquidated and/or consequential damages; (v) any and all claims under any contract, whether express or implied; (vi) any and all claims for unintentional or intentional torts, for emotional distress and for pain and suffering; (vii) any and all claims for violation of any statutory or administrative rules, regulations, or codes; (viii) any and all claims for attorneys’ fees, paralegals’ fees, costs, disbursements, wages, bonuses, benefits, vacation and/or the like. EMPLOYEE represents that EMPLOYEE knows of no claim that EMPLOYEE has against the Released Parties that has not been released by this Paragraph. EMPLOYEE understands and agrees that this general release is binding on EMPLOYEE and on anyone who succeeds to EMPLOYEE’s rights. This Agreement shall not be construed to (1) waive or release EMPLOYEE’S rights under GEO’s employee benefit plans applicable to EMPLOYEE as of the Termination Date; or (2) limit EMPLOYEE’s right to file a claim that by law cannot be waived. Nothing in this Agreement shall prohibit the Parties to this Agreement from bringing an action to enforce the terms of this Agreement.

6. **Tax Liability:** In paying the amount specified in Paragraph 4, GEO makes no representation regarding the tax consequences or liability arising from the Consideration and nothing herein shall constitute tax advice. EMPLOYEE understands and agrees that he bears sole responsibility for any and all tax consequences and liability (other than payroll taxes) that may be due or become due as a result of the payment of the Consideration referenced in Paragraph 4, and that he will pay any such taxes that may be due or become due and understands and agrees that any necessary tax documentation may be filed by GEO with regard the Consideration under this AGREEMENT. EMPLOYEE further agrees to hold GEO harmless from and against any tax or tax withholdings claims, amounts, interest, penalties, fines, or assessments brought or sought by any taxing authority or governmental agency with regard to the above recited sums. In the event GEO receives written notice that any claim or assessments for taxes, withholding obligations, penalties and/or interest arising out of this AGREEMENT are being made or will be made against GEO, GEO shall promptly, after receipt of such written notice, notify EMPLOYEE pursuant to the “Notice Requirements” set forth in Paragraph 26.

7. **Confidentiality:**

- (a) *Non-Disclosure of Confidential and/or Proprietary Information.* EMPLOYEE warrants and agrees not to disclose, sell, transfer, and/or use at any time in the future any confidential and/or proprietary information concerning GEO that was acquired during the course of the EMPLOYEE's employment, including, but not limited to, any and all information regarding: (i) business affiliates, client lists, and prospective clients' names; (ii) business plans, strategies, operations methods, and techniques; (iii) research; (iv) computer programs, software, applications, directories, databases, passwords, and access codes; (v) payroll records, salary and wage rates paid to employees, and employee identities; (vi) wage administration plans and policies, and benefits plans and policies; (vii) personnel matters and health and safety information; (viii) financial data, accounting, and planning techniques; (ix) operating, administrative and training materials; (x) marketing and fundraising strategies, materials, and information; and (xi) any other service, product, equipment, financial, licensing and marketing information relating to GEO, or the business of GEO, (the "Confidential and/or Proprietary Information"), to any person, firm, corporation, association, or other entity. EMPLOYEE agrees not to disclose, sell, transfer, and/or use any Confidential and/or Proprietary Information of GEO for EMPLOYEE's own use and/or benefit or for the use and/or benefit of any other third Party, whether for personal or business reasons. EMPLOYEE agrees to abide by all GEO policies, rules and procedures that relate to the protection of the GEO's Confidential and/or Proprietary Information after termination of EMPLOYEE's employment.

EMPLOYEE agrees that the Confidential and/or Proprietary Information as set forth in this Paragraph 7(a): (i) is valuable, special, and a unique asset of GEO; (ii) has provided and will hereafter provide GEO with a substantial competitive advantage in the operation of its business; and (iii) is a legitimate business interest that justifies the need for the confidentiality restrictions set forth in this Paragraph 7(a) above, and the confidentiality restrictions are reasonably necessary to protect GEO's legitimate business interests.

Should EMPLOYEE be required to disclose GEO's Confidential and/or Proprietary Information in response to a valid subpoena issued by a state or federal court or governmental agency, EMPLOYEE agrees that, prior to such disclosure, EMPLOYEE will provide to GEO a copy of such judicial order or subpoena, by facsimile or overnight mail to GEO, c/o The GEO Group, Inc., General 4955 Technology Way, Boca Raton, Florida 33431, within forty-eight (48) hours after receipt. EMPLOYEE agrees to provide GEO with a reasonable opportunity to intervene to assert what rights it may have to non-disclosure, prior to any response to the order or subpoena.

- (b) *Return of Confidential and/or Proprietary Information.* EMPLOYEE shall promptly return all Confidential and/or Proprietary Information in EMPLOYEE's possession or under EMPLOYEE's control to GEO and shall not retain any copies or other reproductions or extracts thereof, electronic or otherwise. EMPLOYEE shall destroy or have destroyed all memoranda, notes, reports, and documents, whether in "hard copy" form or as stored on magnetic or other media, and all copies and other reproductions and extracts thereof, prepared by EMPLOYEE.

- (c) *Non-Disclosure of Agreement.* In consideration of the obligations under this AGREEMENT, EMPLOYEE agrees that this AGREEMENT, the circumstances surrounding his termination from employment and the terms and conditions hereof, are and shall forever remain, strictly confidential, and that neither EMPLOYEE nor his heirs, agents, executors, administrators, attorneys, legal representatives, or assigns shall disclose or disseminate, directly or indirectly, any information concerning any such terms to any third person(s), including, but not limited to, representatives of the media or other present or former associates of GEO, under any circumstances, except that EMPLOYEE may disclose the terms of this AGREEMENT to his attorney, accountant, tax advisor, the Internal Revenue Service, or as otherwise required by law ("Third Parties"), provided, however, that the Third Parties to whom such disclosure is made shall agree in advance to be bound by the terms of this Paragraph 7 and all of its subparts. EMPLOYEE acknowledges and agrees that any other disclosure regarding or discussing the terms of this AGREEMENT would constitute a material breach of the AGREEMENT, except as otherwise outlined in Paragraph 11 below. Nothing herein shall be construed to abrogate any contrary rights under the ADEA. If EMPLOYEE is required to disclose this AGREEMENT, its terms or underlying facts pursuant to court order and/or subpoena, EMPLOYEE shall notify GEO, in writing via facsimile or overnight mail, within twenty-four (24) hours of his receipt of such court order or subpoena, and simultaneously provide GEO with a copy of such court order or subpoena. The notice shall comply with the notice requirements set forth below in Paragraph 28. EMPLOYEE agrees to waive any objection to GEO's request that the document production or testimony be done *in camera* and under seal.
8. **Non-Disparagement:** EMPLOYEE agrees and warrants that at no time in the future will EMPLOYEE make any statements (orally or in writing, including, without limitation, whether in fiction or nonfiction) or take any actions which in any way publicly disparage or defame any of the Released Parties in any way, directly or indirectly, cause or encourage the making of such statements, or the taking of such actions by anyone else. EMPLOYEE acknowledges that any incitement of others to publicly disparage or to defame any of the Released Parties would constitute a material breach of this AGREEMENT. In the event that such a communication is made to anyone, including, but not limited to, the media, public interest groups, and publishing companies, it will be considered a material breach of the terms of this AGREEMENT.
9. **Incitement of Claims.** EMPLOYEE also agrees that EMPLOYEE will not encourage or incite any person, including, but not limited to, other current or former employees of GEO to assert any complaint or claim in federal or state court against GEO. EMPLOYEE acknowledges that any incitement of others to file such claims would constitute a material breach of this AGREEMENT.

10. **No Claims or Charges Filed:** EMPLOYEE represents and warrants EMPLOYEE has not filed any charges, complaints, causes of action, or other proceedings against the Released Parties, including, but not limited to, any charges of discrimination, harassment, or retaliation with any federal, state, or local agency or court. This representation is a material inducement to GEO for entering into this AGREEMENT.
11. **Non-Interference:** Notwithstanding Paragraphs 9 and 10 above, nothing in this AGREEMENT is intended to limit, restrict, or otherwise interfere with any rights that EMPLOYEE may have to file a charge with or to participate in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board (“NLRB”), or any other federal, state, or local agency. However, the Consideration provided to EMPLOYEE under this AGREEMENT shall be the sole relief provided to EMPLOYEE for the claims that are released herein, and EMPLOYEE understands and agrees that he is releasing GEO from and agrees to waive any compensation, damages, or any other form of relief in any proceeding without regard to who has brought such complaint, charge or proceeding.
12. **Affirmations:** EMPLOYEE acknowledges that EMPLOYEE has been afforded the opportunity to consider the terms of this Agreement for a period of forty-five (45) days prior to its execution and has been advised in writing to consult with an attorney before signing this AGREEMENT and incorporated general release and has done so. EMPLOYEE acknowledges that no representation, promise, or inducement has been made other than as set forth in this Agreement, and that EMPLOYEE enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein. EMPLOYEE acknowledges and represents that EMPLOYEE assumes the risk for any mistake of fact now known or unknown and that EMPLOYEE understands and acknowledges the significance and consequences of this Agreement. EMPLOYEE further acknowledges that EMPLOYEE has read this Agreement in its entirety; that EMPLOYEE fully understands all of its terms and their significance; and that EMPLOYEE has signed it voluntarily and of EMPLOYEE’s own free will. EMPLOYEE represents, acknowledges, and affirms that as of the date of this AGREEMENT he has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which he may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits are due him, except as provided for in this AGREEMENT. EMPLOYEE further affirms that he has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act and has not suffered any workplace injuries.
13. **References:** The Parties agree that unless otherwise required by law GEO will respond to reference inquiries regarding EMPLOYEE by providing only EMPLOYEE’s dates of employment, last position held, and last salary. EMPLOYEE understands and agrees that GEO is not responsible for any information given regarding EMPLOYEE that was solicited from any source other than GEO’s Senior Management.
14. **GEO Property:** All GEO property, including, but not limited to, keys, credit cards, passwords, files, charts, data, lists, manuals, CD’s, DVD’s, audiotapes, videotapes, books, records, and accounts, whether prepared by EMPLOYEE or otherwise coming into EMPLOYEE’s possession, shall be returned immediately to the GEO upon termination of employment.

15. **No Assignment/Transfer of Claims:** The Parties represent and warrant that no person other than the signatories hereto had or has any interest in the matters referred to in this AGREEMENT, that the Parties have the sole right and exclusive authority to execute this AGREEMENT, and that the Parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this AGREEMENT. EMPLOYEE agrees to indemnify and to hold harmless GEO against, without any limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, court costs, expenses (including attorneys' fees, paralegals' fees, and costs, at all levels), causes of action or judgments based on or arising out of any such assignment or transfer. The Parties further warrant that there is nothing that would prohibit either Party from entering into this Agreement. Each Party's representations to same constitute a material inducement for the other Party to enter into this AGREEMENT.
16. **Breach/Remedies:** Should EMPLOYEE ever breach any provision or obligation under this AGREEMENT, including, but not limited to, materially breaching or threatening to materially breach this AGREEMENT, disclosing, selling, transferring, and/or using GEO's Confidential and/or Proprietary Information, breaching the confidentiality and non-disparagement provisions of the AGREEMENT, and/or commences a suit, action, proceeding, or complaint in contravention of this AGREEMENT and waiver of claims (except as outlined in Paragraph 11 above), GEO's obligations to pay the monies and/or to provide the benefits referred to in Paragraph 4 above shall immediately cease and GEO shall be entitled to receive from EMPLOYEE all damages (including, but not limited to, litigation and/or defense costs, expenses, and reasonable attorneys' fees) incurred by GEO as a result of EMPLOYEE'S breach, and all other remedies allowed in law or equity. Further, any breach shall terminate and revoke EMPLOYEE's entitlement to any further payment from the date such breach occurs, and EMPLOYEE shall upon demand by GEO immediately return all payments made to him under this AGREEMENT. Nothing in this Paragraph is intended to, nor shall be construed to, limit or restrict any other rights or remedies GEO may have by virtue of this AGREEMENT or otherwise. Further, nothing in this AGREEMENT shall prevent GEO from pursuing an injunction to enforce the provisions of Paragraphs 7, 8, and 9 above. Nothing in this paragraph shall be construed to abrogate any of EMPLOYEE's rights under the ADEA.
17. **No Admission of Liability:** EMPLOYEE understands and agrees that neither this AGREEMENT nor the furnishing of the consideration under Paragraph 4 of this AGREEMENT shall be deemed or construed at any time, for any purpose, as an admission of, or evidence of, liability by GEO for any violation of the law, willful or otherwise, by any person or entity.
18. **Severability:** The Parties explicitly acknowledge and agree that the provisions of this AGREEMENT are both reasonable and enforceable. However, if any portion or provision of this AGREEMENT (including, without implication of limitation, any portion or provision of any section of this AGREEMENT) is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this AGREEMENT shall not be affected or impaired in any way by such determination and shall continue to be valid and enforceable to the fullest extent permitted by law, and the illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this AGREEMENT.

19. **Entire Agreement:** This AGREEMENT along with the Consultant Agreement entered into by the Parties simultaneously herewith sets forth the entire agreement and understanding between the Parties hereto, and fully supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, express or implied, oral or written, including any prior obligation of GEO to EMPLOYEE. EMPLOYEE acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to accept this AGREEMENT, except for those set forth in this AGREEMENT.
20. **Governing Law and Jurisdiction:** This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to its conflict of laws principles (except where federal law applies) and shall be decided by a judge, not a jury. **THE PARTIES SPECIFICALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.** In the event that EMPLOYEE or GEO breaches any provision of this AGREEMENT, or there is any dispute arising out of or relating to this Agreement, EMPLOYEE and GEO affirm that either may institute an action to specifically enforce any term or terms of this AGREEMENT, and the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees, paralegals' fees, and costs, at all levels. In the event of any litigation arising out of or relating to this AGREEMENT, the exclusive venue shall be in a court of competent jurisdiction located in Palm Beach County, Florida.
21. **Headings:** The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision.
22. **Modification of Agreement:** This AGREEMENT may not be amended, revoked, changed, or modified in any way, except in writing executed by all Parties. EMPLOYEE agrees not to make any claim at any time or place that this AGREEMENT has been verbally modified in any respect whatsoever. The Parties acknowledge that only an authorized representative of GEO has the authority to modify this AGREEMENT on behalf of GEO.
23. **Interpretation:** The language of all parts of this AGREEMENT shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This AGREEMENT has been negotiated by and between attorneys for the Parties and shall not be construed against the drafter of the AGREEMENT.
24. **Binding Nature of Agreement:** This AGREEMENT shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.

25. **Fiduciary Obligations/Cooperation:** This AGREEMENT in no way relieves EMPLOYEE of any fiduciary obligations that EMPLOYEE may owe to GEO. EMPLOYEE agrees to cooperate with GEO in any investigations, defenses to claims, prosecution of claims, depositions, court appearances, and all other inquiries of EMPLOYEE.
26. **Notice Requirements:** Each notice ("Notice") provided for under this AGREEMENT, must comply with the requirements as set forth in this Paragraph. Each Notice shall be in writing and sent by facsimile or depositing it with a nationally recognized overnight courier service that obtains receipts (such as Federal Express or UPS Next Day Air), addressed to the appropriate party (and marked to a particular individual's attention, if so indicated) as hereinafter provided. Each Notice shall be effective upon being so telecopied or deposited, but the time period in which a response to any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept or the inability to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. Any Party shall have the right from time to time to change the address or individual's attention to which notices to it shall be sent by giving to the other party at least ten (10) calendar days' prior Notice thereof. The Parties' addresses for providing Notices hereunder shall be as follows:

Notices to GEO:

The GEO Group, Inc.
General Counsel
4955 Technology Way
Boca Raton, Florida 33431

Notices to EMPLOYEE:

[***]

27. **Waiver/Selective Enforcement:** No waiver of any provision of this AGREEMENT will be valid unless it is in writing and signed by the party committing the waiver. The Parties agree that the failure of any Party to enforce or to exercise any right, condition, term, or provision of this AGREEMENT shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect, and no waiver shall be deemed to be a waiver of any subsequent breach or rights. All rights are cumulative under this AGREEMENT.
28. **Execution of Necessary Documents:** Each Party shall, upon the request of the other, execute and re-execute, acknowledge and deliver this AGREEMENT and incorporated general release and any and all papers or documents or other instruments, as may be reasonably necessary to implement the terms hereof with any formalities as may be required and otherwise shall cooperate to fulfill the terms hereof and enable the other Party to effectuate any of the provisions of this AGREEMENT.

29. **Electronic Transmission and Counterparts:** This AGREEMENT may be executed in several counterparts and exchanged by electronic transmission (facsimile, pdf, e-mail) and all so executed shall constitute one AGREEMENT, binding on all the Parties hereto, notwithstanding that the Parties are not signatories to the original or same counterpart.
30. **Compliance with Older Workers Benefit Protection Act:** EMPLOYEE, being forty (40) years of age or older, is advised of and acknowledges the following:
- (A) **Forty-five Day Consideration Period.** EMPLOYEE shall have up to forty-five (45) days to consider and to accept the terms of this AGREEMENT by fully executing and notarizing it below, and returning it to GEO's counsel, as identified in Paragraph 26. During this forty-five (45) day period and before signing this AGREEMENT, EMPLOYEE is encouraged to consult with an attorney regarding the terms and provisions of this AGREEMENT, at his own expense. The terms and provisions of this AGREEMENT are null and void if not accepted by EMPLOYEE within the forty-five (45) day period. EMPLOYEE may sign the AGREEMENT prior to the conclusion of the forty-five (45) day period.
 - (B) **Release of Age Discrimination in Employment Act Claims.** By signing this AGREEMENT, EMPLOYEE waives any claims he has or might have against GEO under the Age Discrimination in Employment Act ("ADEA") that accrued prior to the date of EMPLOYEE's execution of the AGREEMENT.
 - (C) **Revocation Period.** EMPLOYEE shall have seven (7) calendar days from the date he signs this AGREEMENT to revoke the AGREEMENT by notifying GEO in writing prior to the expiration of the seven (7) calendar day period. Any revocation within this period must state "I hereby revoke my acceptance of our Confidential Agreement and General Release." The written revocation must be personally delivered to GEO in the manner proscribed by Paragraph 26 above, and must be postmarked within seven (7) calendar days of EMPLOYEE's execution of this AGREEMENT. This AGREEMENT shall not become effective or enforceable until the revocation period has expired (the "Effective Date"). If the last day of the revocation period is a Saturday, Sunday, or legal holiday, then the revocation period shall not expire until the next following day that is not a Saturday, Sunday, or legal holiday.

EMPLOYEE IS HEREBY ADVISED THAT HE HAS UP TO FORTY-FIVE (45) CALENDAR DAYS TO REVIEW AND CONSIDER THIS AGREEMENT AND IS HEREBY ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN PARAGRAPH 4 ABOVE, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE

10

EMPLOYEE's Initials JDD

GEO's Initials CDR

ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST GEO.

ACCEPTED AND AGREED:

By: /s/ J. David Donahue
J. David Donahue

2/9/2026
Date

By: /s/ Christopher D. Ryan
The GEO Group, Inc.

2/9/26
Date

EMPLOYEE's Initials JDD

GEO's Initials CDR

CONSULTANT AGREEMENT

This consultant agreement (the “Agreement”), effective as of March 1, 2026 (the “Effective Date”), is by and between J. David Donahue (“Consultant”), and The GEO Group, Inc. (“GEO”), a Florida corporation with its primary place of business at 4955 Technology Way, Boca Raton, Florida 33431. For purposes of this Agreement, GEO includes any and all GEO subsidiaries. This Agreement supersedes all prior written and/or verbal agreements which may exist between the parties hereto.

In consideration of the mutual promises herein contained, GEO and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide consulting services for GEO with respect to secure service business opportunities within the United States or overseas, as more specifically set forth below. Accordingly, Consultant shall provide one or more of the following services:

A. Business Development

1. Meet with GEO staff, as requested, to discuss the design, financing, construction and/or operation of newly identified projects.

B. Contract Administration Assistance – Existing Contracts

1. Meet with client representatives, in coordination with GEO, to discuss client objectives, changes in policies, GEO performance and GEO business interests.

2. TERM OF AGREEMENT

This Agreement shall commence upon the Effective Date set forth above and shall continue through February 28, 2028, unless extended by mutual agreement in writing with not less than 30 days’ prior written notice.

3. PAYMENT RATES AND BILLING

A. Required Reports

Consultant shall submit verbal and/or written reports as may be directed by GEO, and all periodic reports or forms as prescribed by applicable state or federal requirements.

B. Business Development and Contract Administration Services

Consultant shall be compensated for business development and/or contract administration services for existing contracts provided in accordance with Sections 1.A. and B., above, at the rate of one hundred and four thousand, one hundred and sixty seven dollars (\$104,167), with payment to be made upon Consultant’s submission of a billing statement to GEO at the end of each month. Previous payments made to Consultant after the Effective Date, but prior to the execution date, of this Agreement shall be considered as payments made pursuant to and credited against this Agreement.

C. Travel and Business Expense Reimbursement

Consultant shall be reimbursed for all reasonable and necessary documented travel and business expenses incurred directly as a result of providing services under this contract. All air travel and lodging shall require the prior approval and authorization in order to qualify for reimbursement hereunder.

4. RIGHTS AND DATA

- A. Consultant agrees that all data, including drawings, designs, prints, photographs, specifications, test data tabulation, completed forms, reports, proposals, and all other information furnished by GEO to Consultant for use in connection with the performance of this Agreement or emanating from the work called for under this Agreement (collectively, "GEO Data") shall be and remain the sole property of GEO. GEO Data that qualifies as Confidential GEO Information, as defined below, provided to Consultant shall be governed by the obligations of confidentiality in Section 5, data security and privacy best practices, and restrictions against disclosure at least as restrictive as those contained in this Section and Section 5 of this Agreement. Consultant further agrees that all GEO Data not considered Confidential GEO Information shall be kept in confidence and not disclosed to third parties, excepting that certain data, as appropriate, may be disclosed to appropriate agencies/departments in connection with the performance of this Agreement. Consultant agrees that GEO Data shall not be used for any other purposes or disclosed to any other parties except with the prior written consent of GEO. At the conclusion of the work hereunder, Consultant shall deliver all GEO Data to GEO and shall be fully responsible for the care and protection of GEO Data until such delivery.
- B. Consultant will, and will cause its employees and/or, agents to:
1. Wipe clean the device memory on all equipment and machines on which GEO Data is placed, at the time of disposal, sale or recycling, as applicable;
 2. Sanitize storage media, as well as temporary files and back up files on which GEO Data is stored, at the time Consultant's retention timeframe for archival or audit purposes expires, and shall certify such destruction to GEO in writing;
 3. Upon completion or termination of the Services to be furnished under this Agreement, return and, or, destroy all remaining GEO Data in accordance with Consultant's record retention and destruction policies.

5. CONFIDENTIALITY

- A. "Confidential GEO Information" means any GEO Data or information provided under this Agreement by GEO to Consultant that is commercially valuable, confidential, proprietary, or a trade secret. Confidential GEO Information, however, shall not include information that is or was, at the time of the disclosure:
1. Generally known or available to the public;
 2. Received by Consultant from a third-party;
 3. Already in Consultant's possession prior to the date of GEO's disclosure; or
 4. Independently developed by Consultant.

These exceptions apply in each case as long as the information was not delivered to or obtained by Consultant as a result of any breach of this Agreement, law, or any contractual, ethical, or fiduciary obligation owed to GEO.

- B. Consultant agrees:
1. Not to disclose Confidential GEO Information to any other person, firm, or entity without first obtaining GEO's express written consent; and
 2. That it shall at all times use the same standard of care to protect Confidential GEO Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care.
- C. Consultant shall hold all Confidential GEO Information and all GEO Data in trust and confidence for GEO, and shall not use any GEO Data other than for the benefit of GEO. If Consultant becomes subject to a court order for the release of Confidential GEO Information and/or GEO Data, or is otherwise legally compelled to release any information

related to GEO, Consultant shall use its best efforts to provide GEO with as much advance notice as possible of the information's prospective release, to the extent permitted by applicable laws, to enable GEO to petition for protective concealment or to otherwise oppose the disclosure of the GEO Data and/or Confidential GEO Information.

- D.** Consultant further agrees that the unauthorized disclosure of Confidential GEO Information is a material breach of this Agreement that may result in irreparable harm to GEO. In such cases, payment of money damages is inadequate and difficult to ascertain. Consultant agrees, therefore, that GEO may, at its sole option, seek immediate injunctive relief in any court of competent jurisdiction enjoining any further such breach, and Consultant consents to the entry of judgment for injunctive relief.

6. CONFIDENTIALITY OF AGREEMENT

The terms and conditions of this Agreement shall remain confidential between the parties hereto, and neither party shall disclose to any third party such terms and conditions, except as may be required by law or request of GEO's client.

7. STATUS AND RESPONSIBILITY; NATURE OF RELATIONSHIP

Consultant shall perform services for GEO as an independent contractor and not as an agent of GEO. It shall be the responsibility of the Consultant to perform all services assigned hereunder in conformity and strict compliance with all applicable laws, rules and regulations of the United States, the several states, and any foreign country, including but not limited to compliance with the Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act ("UKBA"). Consultant further agrees to perform all services assigned hereunder in conformity and strict compliance with all applicable GEO policies, including but not limited to 1.1.12 Anti-Bribery Policy, 1.1.15 Code of Business Conduct and Ethics, 1.1.16 Gift Policy, 1.3.2 Confidentiality of Information Available to Consultants and Contractors Policy, and 3.2.10 Sexual and Workplace Harassment.

During the term of this Agreement and notwithstanding anything contained herein to the contrary regarding Consultant's duties under this Agreement, the parties hereto agree that this Agreement does not in any way create a joint venture, partnership or principal/agent relationship between GEO and Consultant. Unless expressly or specifically authorized in a writing executed by both parties hereto, neither party shall act or attempt to act, represent themselves, directly or by implication, as agent for the other, or in any manner assume or create, or attempt to assume or create, any obligation on behalf or in the name of the other party.

Consultant shall be responsible for any required state or local lobbying registration and reporting requirements – including coordinating with GEO and its other retained lobbyists for preparation and filing of lobbyist employer or principal reports.

8. CONFLICT OF INTEREST

A. During the term of this Agreement:

- 1.** Consultant shall not have any direct or indirect financial interest in any company, firm, corporation or other entity which competes with GEO in the provision of contracted detention, correctional, residential reentry, transportation or electronic monitoring services. For purposes of this Agreement, a 'direct or indirect financial interest' shall mean any interest which exceeds five percent (5%) of the value of such company, firm, corporation or other entity.

2. Consultant shall not engage in any activity, directly or indirectly, alone or in association with any other person, company, firm, corporation or entity, which competes with or assists another to compete with GEO in the provision of contracted detention, correctional, residential reentry, transportation and electronic monitoring services.

B. During the term of this Agreement and at all times thereafter, Consultant is prohibited from accepting any compensation, in any form whatsoever, from any contractor, subcontractor, consultant, or other person, company, firm, corporation or other entity participating with GEO in a design-build and/or operational project which arises during the term of this Agreement.

C. Consultant acknowledges that the breach of the provisions of this Section 8 by Consultant will cause GEO to suffer significant competitive and economic damages and that any such breach will entitle GEO to seek legal damages and/or equitable relief in an appropriate court of law.

9. ENTIRE AGREEMENT; AMENDMENTS

This instrument contains the entire Agreement between the parties hereto with respect to the transactions contemplated herein, and may not be modified or amended except by the mutual written agreement of the parties.

10. CONSTRUCTION; SEVERABILITY

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in effect.

11. WAIVER

A waiver by either party of any of the terms and conditions of this Agreement in one or more instances will not constitute a waiver of any other terms and conditions.

12. REPRESENTATION

Consultant represents that the relationship, services, and compensation set forth in this Agreement are lawful and in strict accordance with all applicable laws and regulations of the jurisdiction(s) identified in Section 1, above. Consultant acknowledges that GEO has relied upon Consultant's representation to such effect in entering into this Agreement. In the event any part or all of the terms and conditions of this Agreement are deemed to be contrary to such applicable laws or regulations of the identified jurisdiction(s), the parties hereto agree that such part or all of this Agreement shall be deemed null and void, and no services or compensation shall be due with respect to same.

13. ASSIGNMENT

Neither party hereto may assign its rights, duties and obligations hereunder without written consent to the other party.

14. COUNTERPARTS

This agreement will be executed in two or more counterparts, each of which shall be considered one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned authorized parties affix their signatures effective the date first written above.

J. DAVID DONHUE

/s/ J. David Donahue
J. David Donahue, Consultant

[***]
SSN or FEIN

THE GEO GROUP, INC.

/s/ George C. Zoley
George C. Zoley, Executive Chairman

**SECOND AMENDMENT TO
EXECUTIVE EMPLOYMENT AGREEMENT**

This Second Amendment to the Executive Employment Agreement (this “Amendment”) is entered into on this 9th day of February, 2026, by GEORGE C. ZOLEY (“**Zoley**”) and THE GEO GROUP, INC. (“**GEO**”).

RECITALS:

WHEREAS, effective as of July 1, 2021, Zoley and GEO entered into the Executive Chairman Employment Agreement (the “**Agreement**”);

WHEREAS, effective as of July 7, 2025, Zoley and GEO entered into the Amendment to Executive Chairman Employment Agreement extending Zoley’s Term;

WHEREAS, Zoley and GEO desire to amend the Agreement to reflect Zoley as the Chairman and Chief Executive Officer of GEO, and modify the title of the Agreement, as amended, and the terms relating to the Base Salary, Bonus and Equity Award provided under the Agreement during the period from the effective date of this Amendment to the end of Zoley’s Term of Employment.

NOW, THEREFORE, in consideration of the foregoing recitals, and the affirmation of the existing mutual promises and covenants contained in the Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Zoley and GEO agree as follows;

1. The recitals set forth above are true and correct.

2. Capitalized terms used in this Amendment, including in the recitals set forth above, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement.

3. The effective date of this Amendment shall be March 1, 2026. For the avoidance of doubt, no term of this Amendment shall have any effect prior to such effective date.

4. The title of the Agreement shall hereby be referred to as the Executive Employment Agreement.

5. Section 2 of the Agreement shall be amended to add the following paragraph after the first (current) paragraph:

“During the Term, GEO hereby agrees to employ Zoley in the position and title of Chairman and Chief Executive Officer, and Zoley agrees to be employed in such capacity. Zoley shall report directly to GEO’s Board of Directors and shall perform all duties and responsibilities and will have all authority inherent in the position of Chairman and Chief Executive Office, in a manner consistent with applicable legal and corporate governance standards and shall perform the following duties: (a) regularly attend and preside at Board meetings, (b) chair the annual meeting of GEO’s stockholders, (c) serve on such committees of the Board as may be requested by the Nominating and Corporate Governance Committee of the Board, subject to requisite independence standards, (d) have all authority and responsibility commensurate with CEO titles, including ultimate responsibility for and authority over all date-to-day matters and personnel of the Company; and (e) any other reasonable duties or responsibilities requested by the Board. The Board shall have full discretion to provide anything it determines is necessary for Zoley to perform his duties and responsibilities under this Agreement.”

6. Effective March 1, 2026, Section 3 of the Agreement shall be amended to read in its entirety as follows:

“During the Term, Zoley shall be paid an initial base salary of one million two hundred thousand dollars (\$1,200,000) per annum (the “Base Salary”), shall be eligible to receive a target annual performance award equal to 200% of his Base Salary, in accordance with the terms of any plan governing senior management performance awards then in effect as established by the Board (the “Bonus”) and shall receive an annual equity incentive award with a grant date fair value equal to 300% of his Base Salary (the “Equity Award”), provided that such annual Equity Award shall not have a grant date fair value less than the fair value of the annual equity award granted to any current or former executive officer of GEO. In addition, Zoley shall be entitled to the compensation and benefits provided under the Amended and Restated Executive Retirement Agreement between Zoley and GEO, dated May 27, 2021. Zoley, his spouse, and qualifying members of his family will be eligible for and will participate in, without action by the Board or any committee thereof, any benefits and perquisites available to executive officers of GEO, including any group health,

dental, life insurance, disability, or other form of executive benefit plan or program of GEO now existing or that may be later adopted by GEO, as well as the “Fringe Benefits” as such term is defined in the Separation Agreement (collectively, the “Executive Benefits”). During the Term, GEO shall pay or reimburse Zoley for all reasonable business-related expenses that he incurs in performing his duties and responsibilities under this Agreement.”

7. Except as amended and modified hereby, all the terms, provisions and conditions of the Agreement are hereby ratified and affirmed and shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and entered into as of the date and year first above written.

George C. Zoley

/s/ George C. Zoley

Date: 2/9/26

The GEO Group, Inc.

By: /s/ Jack Brewer

Title: **Chairman, Compensation Committee**

Printed Name: Jack Brewer

Date: 2/9/2026



4955 Technology Way ■ Boca Raton, Florida 33431 ■ www.geogroup.com
CR-26-04

THE GEO GROUP ANNOUNCES CORPORATE REORGANIZATION

Boca Raton, Fla. – February 12, 2026 — **The GEO Group, Inc. (NYSE: GEO)** (“GEO” or the “Company”) announced today that GEO’s Chief Executive Officer, J. David Donahue, has notified the Company of his retirement, effective February 28, 2026. GEO further announced that the Company’s Founder and Executive Chairman, Dr. George C. Zoley, will return to the position of Chairman and Chief Executive Officer under an amended employment agreement effective March 1, 2026 through April 2, 2029.

Dr. Zoley founded GEO in 1984 and continues to play a major role in GEO’s development of new business opportunities in the areas of correctional and detention management, community reentry, electronic monitoring, offender rehabilitation, secure transportation, and other diversified government services. Dr. Zoley was appointed GEO’s Executive Chairman on July 1, 2021. He served as GEO’s Chief Executive Officer from the time the Company went public in 1994 through June 2021. He has served as Chairman of GEO’s Board of Directors since May 2002 and previously served as GEO’s Vice Chairman of the Board from January 1997 to May 2002. Prior to 1994, he served as President and Director from the Company’s incorporation in 1988.

George C. Zoley, GEO’s Chairman, Chief Executive Officer, and Founder, said, “We appreciate Dave Donahue’s many years of service to our Company and wish him well in his retirement. I look forward to working with our Management Team and our Board of Directors to lead our Company through what we expect to be a very active period with significant growth opportunities ahead.”

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 95 facilities totaling approximately 75,000 beds, including idle facilities and projects under development, with a workforce of up to approximately 20,000 employees.

—More—

Contact: Pablo E. Paez
Executive Vice President, Corporate Relations

(866) 301 4436

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
Executive Vice President, Corporate Relations

(866) 301 4436