

**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): November 29, 2023

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.

Transition of Jose Gordo from Chief Executive Officer to Advisor

The GEO Group, Inc. (“GEO” or the “Company”) announced on November 30, 2023 that following discussions between GEO and its Chief Executive Officer, Jose Gordo, the parties agreed that Mr. Gordo will be departing as Chief Executive Officer and as a Board member on mutually agreeable terms and transitioning to the role of an advisor, effective December 31, 2023 (the “Separation Date”).

Mr. Gordo and GEO entered into a Separation and General Release Agreement, on November 29, 2023 (the “Separation Agreement”). Pursuant to the terms of the Separation Agreement, Mr. Gordo will: (i) receive all accrued wages through December 31, 2023, less applicable withholdings; (ii) be eligible to receive a target annual performance award for the year ended December 31, 2023 pursuant to the terms of GEO’s Senior Management Performance Award Plan (the “Performance Award Plan”), if and to the extent earned, at the same time as other senior management employees participating in the Performance Award Plan; and (iii) be entitled to the payment of health insurance premiums under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) for a period ending on the earlier of eighteen (18) months following the Separation Date or the date he is no longer entitled to receive COBRA continuation coverage. Under the terms of the Separation Agreement, Mr. Gordo’s equity award agreements will survive the separation of his employment except that performance shares shall only vest during the 18-month period of the Advisory Agreement. The Separation Agreement also contains a 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. Gordo and GEO also entered into an Advisory Services Agreement (the “Advisory Agreement”) on November 29, 2023, effective as of January 1, 2024, for a period of eighteen (18) months concluding on June 30, 2025 (the “Advisory Period”). Pursuant to the terms of the Advisory Agreement, Mr. Gordo will be available to give advice and support regarding litigation, client relations, operational issues, growth opportunities, and company financial management and debt restructuring matters and provide any and all other related assistance requested by GEO for an advisory fee of \$40,000 per month for the Advisory Period. The Company is seeking to continue Mr. Gordo’s services in these specific areas to benefit from his many years of experience in the industry, the deep relationships he has forged inside the Company and with its industry partners, his global operating perspectives, and his specific expertise in a specialized industry. Additionally, Mr. Gordo’s previously-awarded unvested performance shares shall continue to vest as scheduled through June 30, 2025, when and to the extent the Compensation Committee of the Board certifies that the performance goals are actually met. The Advisory Agreement also contains provisions related to confidentiality and conflicts of interest. The foregoing description of the Advisory Agreement is qualified in its entirety by reference to the full text of the Advisory Agreement, which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

Appointment of Brian Evans as Chief Executive Officer

Brian Evans, who has been with the Company for 23 years and has served as the Company’s Chief Financial Officer for 14 years, was appointed Chief Executive Officer on November 29, 2023, effective January 1, 2024.

Brian R. Evans, 56, joined GEO in 2000 and has over 20 years of business management experience. Since joining the company, Mr. Evans has served in increasingly senior business management positions including as Vice President of Finance, Chief Accounting Officer, and Controller and was named GEO’s Senior Vice President and Chief Financial Officer in 2009. As Chief Financial Officer, Mr. Evans is responsible for the overall financial management of GEO and its subsidiaries and the Company’s acquisition, disposition and growth initiatives. Since joining the Company, Mr. Evans has overseen significant financial growth and shareholder value creation. During his tenure at GEO, Mr. Evans has been instrumental in successfully executing the Company’s strategy for three secondary public offerings of equity; the execution of multiple financing transactions; and the successful completion of major business transactions including the acquisitions of Correctional Services Corporation in 2005, CentraCore Properties Trust in 2007, Cornell Companies in 2010, BI Incorporated in 2011, LCS Corrections in 2014 and Community Education Centers in 2017.

Prior to joining GEO, Mr. Evans worked for Arthur Andersen LLP as a Manager in the Audit and Business Advisory Services Group from 1994 until joining GEO. During his tenure at Arthur Andersen, Mr. Evans supervised the financial statement audits of both public and private companies and city and county governments. From 1990 until 1994, Mr. Evans served as an Officer in the Supply Corps of the United States Navy and was assigned to the USS Monterey in Jacksonville, Florida. Mr. Evans graduated in 1990 from the University of Notre Dame with a Bachelor's Degree in Accounting. Mr. Evans is a member of the American Institute of Certified Public Accountants.

In connection with his appointment, Mr. Evans and the Company entered into an Executive Employment Agreement (the "Evans Employment Agreement") on December 4, 2023 to provide that Mr. Evans will be employed by the Company for a three-year term beginning January 1, 2024 (the "Effective Date"). Unless the Evans Employment Agreement is sooner terminated, or not renewed, it will automatically extend upon the end of its initial term for a rolling three-year term. Pursuant to the terms of the Evans Employment Agreement, Mr. Evans will serve as Chief Executive Officer and report directly to the Executive Chairman. Either Mr. Evans or the Company may terminate Mr. Evans' employment under the Evans Employment Agreement for any reason upon not less than thirty (30) days written notice.

Under the terms of the Evans Employment Agreement, Mr. Evans will be paid an annual base salary of \$1,000,000, subject to the review and potential increase in the sole discretion of the Compensation Committee. Mr. Evans will also be entitled to receive a target annual performance award of 100% of Mr. Evans' base salary and be entitled to participate in the Amended and Restated The GEO Group, Inc. 2018 Stock Incentive Plan (the "Stock Incentive Plan").

The Evans Employment Agreement provides that upon the separation of employment by Mr. Evans for good reason, by the Company without cause or upon the death or disability of Mr. Evans, he will be entitled to receive a separation payment equal to two (2) times the sum of his annual base salary. The Company will also continue to provide Mr. Evans and any covered dependents with the Executive Benefits as defined in the Evans Employment Agreement for a period of five (5) years after the date of separation. In the event of Mr. Evans' death within such five (5) year period, the Company will continue to provide the Executive Benefits to Mr. Evans' covered dependents, and, if applicable to Mr. Evans' estate. In addition, the Evans Employment Agreement provides that upon such separation, GEO will transfer all of its interest in any automobile used by Mr. Evans pursuant to its Executive Automobile Policy (the "Executive Automobile Policy") and pay the balance of any outstanding loans or leases on such automobile so that Mr. Evans owns the automobile outright. In the event such automobile is leased, GEO will pay the residual cost of the lease. Lastly, all of the outstanding and unvested stock options and restricted stock granted to Mr. Evans prior to separation will fully vest immediately upon separation; provided, however that any restricted stock that is subject to performance-based vesting shall only vest when and to the extent the Compensation Committee certifies that the performance goals are actually met, and provided further that Mr. Evans remains in full compliance with the restrictive covenants set forth in the Evans Employment Agreement. Upon a separation of employment by GEO for cause or by Mr. Evans without good reason, Mr. Evans will be entitled to only the amount of compensation that is due through the effective date of the separation.

The Evans Employment Agreement includes a non-competition covenant that runs through the three-year period following the separation of the executive's employment, and confidentiality and work product provisions. The foregoing description of the Evans Employment Agreement is qualified in its entirety by reference to the full text of the Evans Employment Agreement, which is filed as Exhibit 10.3 hereto and is incorporated herein by reference.

Mr. Evans has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K, has no arrangement or understanding between him and any other person relating to his appointment as an officer required to be disclosed pursuant to Item 401(b) of Regulation S-K and has no family relationships required to be disclosed pursuant to Item 401(d) of Regulation S-K.

Appointment of Shayn March as Acting Chief Financial Officer

Shayn March, Executive Vice President, Finance and Treasurer, was appointed Acting Chief Financial Officer on November 29, 2023, effective January 1, 2024.

Mr. March, 58, joined GEO as Vice President of Finance and Treasurer in March 2009. Prior to joining GEO, Mr. March served as a Managing Director for the Corporate Investment Banking group at BNP Paribas, where he worked

for eleven years in increasing capacities. From 1995 to 1997, Mr. March was employed at Sanwa Bank in the Corporate Finance Department. From 1988 to 1994, Mr. March was employed at UJB Financial in the Finance and Credit Audit Departments. Mr. March earned his Masters in Business Administration in Financial Management from the Lubin School of Business at Pace University and his Bachelor of Arts in Economics at Rutgers University.

In connection with his appointment as Acting Chief Financial Officer, the Compensation Committee approved an increase in Mr. March's annual base salary to \$450,000, effective January 1, 2024. Otherwise, the terms of Mr. March's employment continue to be governed by the Executive Employment Agreement that GEO and Mr. March entered into, effective June 22, 2021 (the "March Employment Agreement"). The March Employment Agreement provides that Mr. March will be employed by the Company for a two-year term beginning June 22, 2021. Unless the March Employment Agreement is sooner terminated, or not renewed, it automatically extends for an additional two years after the end of each term. Either Mr. March or the Company may terminate Mr. March's employment under the March Employment Agreement for any reason upon not less than thirty (30) days written notice. Under the terms of the March Employment Agreement, Mr. March is entitled to receive an annual bonus in accordance with the terms of any plan governing employee bonuses then in effect as established by the Board of Directors.

The March Employment Agreement provides that upon the separation of employment by the Company without cause or upon the death or disability of Mr. March, he will be entitled to receive a separation payment equal to the current annual base salary for the greater of: (i) the remainder of the term or (ii) twelve (12) months. The Company will also continue to provide Mr. March and any covered dependents with the Employee Benefits as defined in the March Employment Agreement for a period of twelve (12) months after the date of separation. In the event of Mr. March's death within such twelve (12) month period, the Company will continue to provide the Employee Benefits to Mr. March's covered dependents, and, if applicable to Mr. March's estate. Lastly, all of the outstanding and unvested stock options and restricted stock granted to Mr. March prior to separation will continue to vest for the greater of: (i) the remainder of the term or (ii) twelve (12) months. Upon a separation of employment by GEO for cause or a resignation by Mr. March, Mr. March will be entitled to only the amount of compensation that is due through the effective date of the separation.

The March Employment Agreement includes a non-competition covenant that runs through the two-year period following the separation of the executive's employment, and confidentiality and work product provisions. The foregoing description of the March Employment Agreement is qualified in its entirety by reference to the full text of the March Employment Agreement, which is filed as Exhibit 10.4 hereto and is incorporated herein by reference.

Mr. March has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K, has no arrangement or understanding between him and any other person relating to his appointment as an officer required to be disclosed pursuant to Item 401(b) of Regulation S-K and has no family relationships required to be disclosed pursuant to Item 401(d) of Regulation S-K.

The Company and its Board of Directors will work with an external search firm to identify a permanent Chief Financial Officer.

Appointment of Wayne Calabrese as President and Chief Operating Officer

Wayne Calabrese, Senior Vice President and Chief Operating Officer, was appointed President and Chief Operating Officer on November 29, 2023, effective January 1, 2024.

Mr. Calabrese, 73, was appointed GEO's Senior Vice President, Chief Operating Officer in December 2022 and previously served as GEO's Senior Vice President of Legal Services from September 2021 through December 2022. Mr. Calabrese brings extensive knowledge and experience to GEO's management team. His legal training and experience, together with his prior service in various GEO leadership positions, makes him uniquely qualified to serve as GEO's Chief Operating Officer. Mr. Calabrese had previously served as Vice Chairman of the Board, President and Chief Operating Officer of GEO until his retirement in December 2010. Mr. Calabrese originally joined GEO as Vice President of Business Development in 1989 and served in a range of increasingly senior positions. Prior to joining GEO,

Mr. Calabrese was a partner in the Akron, Ohio law firm of Calabrese, Dobbins and Kepple. He also served as an Assistant City Law Director in Akron, Ohio; an Assistant County Prosecutor and Chief of the County Bureau of Support for Summit County, Ohio; and Legal Counsel and Director of Development for the Akron Metropolitan Housing Authority. Mr. Calabrese received his bachelor's degree in Secondary Education from the University of Akron and his Juris Doctor from the University of Akron Law School.

In connection with Mr. Calabrese's appointment as President and Chief Operating Officer, Mr. Calabrese and GEO entered into an Executive Employment Agreement on December 4, 2023 (the "Calabrese Employment Agreement"), to provide that Mr. Calabrese will be employed by the Company for a two-year term beginning the Effective Date and ending on December 31, 2025.

Under the terms of the Calabrese Employment Agreement, Mr. Calabrese will be paid an annual base salary of \$700,000, subject to the review and recommendation of a potential increase in the sole discretion of the Compensation Committee. Mr. Calabrese will be entitled to receive a target annual performance award of eighty percent (80%) of his base salary and will also be entitled to participate in the Stock Incentive Plan.

The Calabrese Employment Agreement provides that upon a separation of employment by Mr. Calabrese for good reason or by GEO without cause or upon the death or disability of Mr. Calabrese, he will be entitled to a lump sum separation payment equal to Mr. Calabrese's annual base salary for six (6) months. In addition, the Calabrese Employment Agreement provides that upon such separation, GEO will transfer all of its interest in any automobile used by Mr. Calabrese pursuant to its Executive Automobile Policy and pay the balance of any outstanding loans or leases on such automobile so that Mr. Calabrese owns the automobile outright. Additionally, all of the outstanding unvested stock options and restricted stock granted to Mr. Calabrese prior to separation will fully vest immediately upon separation; provided however, that any restricted stock that is subject to performance-based vesting shall only vest when and to the extent the Compensation Committee certifies that the performance goals are actually met. Upon a separation of employment by Mr. Calabrese without good reason or by GEO for cause, Mr. Calabrese will be entitled to only the amount of compensation that is due through the effective date of the separation. Except that if Mr. Calabrese's separation from employment occurs upon the conclusion of his two-year term (or any extension thereof) (the "Full Term Separation Date"), all of the outstanding unvested stock options and restricted stock granted to Mr. Calabrese prior to the Full Term Separation Date will fully vest immediately upon separation; provided however, that any restricted stock that is still subject to performance-based vesting as of the Full Term Separation Date shall only vest when and to the extent the Compensation Committee certifies that the performance goals are actually met, and provided further that Mr. Calabrese remains in full compliance with the restrictive covenants set forth in the Calabrese Employment Agreement. The Calabrese Employment Agreement also provides that Mr. Calabrese is not eligible for retirement benefits under the Company's policy based on his prior employment and retirement, which resulted in Mr. Calabrese taking his retirement benefits at that time.

The Calabrese Employment Agreement includes a non-competition covenant that runs through the three-year period following the executive's separation from employment, and confidentiality and work product provisions. The foregoing description of the Calabrese Employment Agreement is qualified in its entirety by reference to the full text of the Calabrese Employment Agreement, which is filed as Exhibit 10.5 hereto and is incorporated herein by reference.

Mr. Calabrese has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K, has no arrangement or understanding between him and any other person relating to his appointment as an officer required to be disclosed pursuant to Item 401(b) of Regulation S-K and has no family relationships required to be disclosed pursuant to Item 401(d) of Regulation S-K.

Non-Renewal of Term under Executive Chairman Employment Agreement and Transition of Dr. George Zoley from Executive Chairman to Advisor and non-Executive Chairman

In addition, on November 29, 2023, the Company confirmed that Dr. George Zoley, the Company's Founder and Executive Chairman, will step down as Executive Chairman on June 30, 2026, at the end of his current employment term under his Executive Chairman Employment Agreement. The Company and Dr. Zoley plan on entering into an Advisory Services Agreement prior to June 30, 2026 to reflect Dr. Zoley's continuing role with the Company as an Advisor beginning on July 1, 2026 while continuing to serve as the Company's non-Executive Chairman of the Board of Directors, subject to shareholder approval.

Section 7 Regulation FD

Item 7.01 Regulation FD Disclosure.

On November 30, 2023, 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

Exhibit No.	Description
10.1	<u>Separation and General Release Agreement, entered into on November 29, 2023, between The GEO Group, Inc. and Jose Gordo.</u>
10.2	<u>Advisory Services Agreement, effective as of January 1, 2024, between The GEO Group, Inc. and Jose Gordo</u>
10.3	<u>Executive Employment Agreement, effective as of January 1, 2024, between The GEO Group, Inc. and Brian Evans.</u>
10.4	<u>Executive Employment Agreement, dated as of June 22, 2021, between The GEO Group, Inc. and Shayn March.</u>
10.5	<u>Executive Employment Agreement, effective as of January 1, 2024, between The GEO Group, Inc. and Wayne Calabrese.</u>
99.1	<u>Press release, dated November 30, 2023, announcing senior management changes.</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.

December 5, 2023
Date

By: /s/ Brian R. Evans
Brian R. Evans
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

SEPARATION AND GENERAL RELEASE AGREEMENT

This Separation and General Release Agreement ("Agreement") is entered into between The GEO Group, Inc. ("GEO" or the "Company") and Jose Gordo ("Executive") (each individually, a "Party", and collectively, the "Parties"). The Parties agree as follows:

1. Separation of Employment; Advisory Services. The Parties have mutually agreed that Executive will separate from employment with the Company, effective at 11:59 PM ET on December 31, 2023 (the "Separation Date"). Executive has agreed to transition to the role of advisor, effective January 1, 2024, and provide post-separation advisory and transition services pursuant to the Advisory Services Agreement, attached hereto as "Exhibit A" and incorporated herein by reference (the "Advisory Agreement"). The Company hereby agrees to provide Executive with the consideration set forth in Section 3 herein based on Executive's agreement to enter into and abide by the terms of this Agreement. Executive acknowledges that payment of any amounts to, or on behalf of, Executive under this Agreement does not in any way extend Executive's employment beyond the Separation Date or confer any rights or benefits other than those set forth expressly herein. Regardless of whether Executive enters into this Agreement or the Advisory Agreement:
 - a. The Company will pay Executive all accrued wages earned through December 31, 2023, less applicable withholdings, in accordance with the Company's regular payroll practices.
 - b. Executive shall continue to be eligible to receive a target annual performance award for the Company's 2023 fiscal year (the "2023 Bonus"), in accordance with the terms of GEO's Senior Management Performance Award Plan ("Performance Award Plan"), to be paid, if and to the extent earned, at the same time as for active senior management employee participating in the Performance Award Plan.
 - c. Provided Executive is already enrolled in Company healthcare insurance benefits coverage as of the Separation Date, Executive shall continue to receive such coverage through the Separation Date. If Executive wishes to continue healthcare insurance benefits coverage beyond the Separation Date, Executive must timely elect such coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); thereafter, Executive shall be eligible to receive the benefit of the COBRA Payments (as defined in Section 3 herein) subject to the conditions provided for in Section 3 herein. Except as expressly provided in the applicable benefit plan documents, the Incentive Plan (as defined in Section 2 herein), the Award Agreements (as defined in Section 2 herein), the Advisory Agreement, or this Agreement, Executive will receive no additional compensation, bonus, severance, commissions, equity, or other benefits after the Separation Date.
2. Survival of Post-Separation Rights and Obligations. Executive acknowledges and understands that the Parties' post-separation obligations and rights under (a) the Executive Employment Agreement, entered into by and between the Parties as of May 27, 2021, as amended by the First Amendment to Executive Employment Agreement, dated August 16,

2022 (collectively, the “Employment Agreement”), and (b) any equity award agreements (“Award Agreements”) granted to Executive under the Company’s Stock Incentive Plan (the “Incentive Plan”), shall survive the termination of Executive’s employment with the Company and shall remain in full force and effect following Executive’s execution of this Agreement and the Reaffirmation attached hereto as “Exhibit B” (the “Reaffirmation”), except that any performance shares awarded to Executive prior to the effective date of this Agreement shall vest only during the 18-month period of the Advisory Agreement referenced in paragraph 3(c), below, which Advisory Agreement is attached hereto and incorporated herein by reference, when and to the extent the Compensation Committee of the Board certifies that the performance goals are actually met. No performance shares awarded to Executive prior to the effective date of this Agreement shall be subject to further vesting or be of any further value, force or effect following June 30, 2025.

3. Consideration. Pursuant to the terms of this Agreement and the Reaffirmation, Executive is receiving certain consideration in exchange for promises by Executive in this Agreement and the Reaffirmation, including but not limited to a release of claims, promise to provide advisory services, and promise to cooperate post-separation from employment, and provided that (a) Executive’s employment with the Company has not been terminated prior to the Separation Date as a result of voluntary termination by Executive without Good Reason (as defined in the Employment Agreement) or involuntary termination by the Company for Cause (as defined in the Employment Agreement), (b) both this Agreement and the Reaffirmation are timely signed by Executive, returned to the Company, and not revoked as set forth in Section 14 of this Agreement and Section 9 of the Reaffirmation, (c) the Advisory Agreement is signed by Executive at the same time this Agreement is signed by Executive, (d) Executive notifies the Company in writing to Christopher Ryan, Senior VP, Human Resources, via email at cryan@geogroup.com, that Executive has timely and properly elected healthcare insurance continuation coverage under COBRA, and (e) Executive remains eligible for such coverage under COBRA, then the Company shall pay the full monthly premium directly to the COBRA administrator for Executive to continue healthcare insurance coverage under COBRA (the “COBRA Payments”) until the earlier of: (i) eighteen (18) months following the Separation Date; and (ii) the date Executive is no longer eligible to receive COBRA continuation coverage. During the period in which the Company is providing the COBRA Payments, Executive shall immediately notify the Company in writing to Christopher Ryan, Senior VP, Human Resources, via email at cryan@geogroup.com, if Executive cancels COBRA continuation coverage or is no longer eligible to receive COBRA continuation coverage. The COBRA Payments are hereinafter referred in this Agreement as the “Consideration.”
4. Mutual Release. In exchange for the Consideration described in Section 3 above, Executive, on behalf of Executive and Executive’s representatives, heirs, successors and assigns (the “Executive Releasing Parties”), hereby completely releases and forever discharges the Company and any past, present, and future parent companies, subsidiaries, divisions, and affiliates of the Company, and its and their past, present, and future shareholders, officers, directors, members, agents, employees, attorneys, insurers, employee benefit plans and their administrators, successors, and assigns (collectively, “Released Parties”) from all claims, rights, demands, actions, obligations, and liabilities of every kind, known or unknown, which Executive may now have or has ever had up through

the date Executive signs this Agreement (the “Release”), including, but not limited to, all claims arising out of Executive’s employment with the Company and Executive’s separation from that employment, whether based on tort, contract (expressed or implied), or any federal, state, or local law, regulation or ordinance (collectively, “Released Claims”). By way of example only, Released Claims include any claims arising under Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* (the “ADEA”), the Older Worker’s Benefit Protection Act, the Post Civil War Civil Rights Acts (42 USC §§ 1981-1988), the Civil Rights Act of 1991, the Equal Pay Act, the Occupational Safety and Health Act, the Americans with Disabilities Act as amended, the Uniformed Services Employment and Reemployment Rights Act, the Davis-Bacon Act, the Walsh-Healey Act, the Employee Retirement Income Security Act (other than claims for vested benefits), Executive Order 11246, the Worker Adjustment and Retraining Notification Act, the Sarbanes-Oxley Act, and any other federal, state or local statute, regulation or ordinance governing the employment relationship. Released Claims further include any claims asserting negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, fraud, defamation, invasion of privacy, claims related to disability, any and all claims for wages, commissions, compensation, reimbursement, disbursements, bonuses, benefits, equity, vacation, penalties and any other claims arising under or related to employment laws or regulations. Released Claims further include any and all obligations for attorneys’ fees and other legal costs incurred in regard to the claims described in this paragraph. Further, in exchange for the Release, the Company on behalf of itself and its subsidiaries, representatives, successors and assigns (the “Company Releasing Parties”), hereby completely releases and forever discharges the Executive and Executive’s representatives, heirs, successors and assigns, from any and all claims, rights, demands, actions, obligations and liabilities of every kind, known and unknown, which the Company has or may have ever had against the Executive, except as may otherwise be required by law or the Company’s claw-back policy (the “Company Released Claims”). The Executive Releasing Parties and the Company Releasing Parties are collectively referred to herein as the “Releasing Parties.”

5. Waiver of Unknown Claims. The Releasing Parties understand and agree the releases in Section 4 above include not only claims presently known to the Releasing Parties, but also all unknown or unanticipated claims, rights, demands, actions, obligations, and liabilities of every kind. The Releasing Parties understand that they may later discover facts different from what they now believes to be true, which, if known, could have materially affected their decision to sign this Agreement, but the Releasing Parties nevertheless waive any claims or rights based on such different or additional facts.
6. No Claims Filed; Covenant Not to Sue. Executive affirms that Executive has not filed nor caused to be filed, and is not presently a party to, any lawsuits or arbitrations against any of the Released Parties in any forum; provided, however, that nothing in this Section 6 shall be interpreted as requiring Executive to disclose any claims, complaints, or communications Executive has made, or information Executive has disclosed, to the U.S. Securities and Exchange Commission (“SEC”) concerning actual or possible violations of securities law (“SEC Communications”). Except to the extent Executive is engaging in

Protected Rights (as defined in Section 7 herein), Executive also promises not to sue or participate in any lawsuit or arbitration against the Company or any of the other Released Parties, either individually or as a class member or a claimant in a collective action, alleging any claim covered by the Release in Section 4 above. Nothing in this Section 6 prevents Executive from filing a suit to (a) enforce this Agreement or the Advisory Agreement, or (b) challenge its validity under the ADEA.

7. Release Exclusions; Protected Rights. Nothing in the Release in Section 4 above or anything else in this Agreement or the Reaffirmation limits or otherwise affects: rights to any vested retirement benefits or other accrued benefits to which Executive is already entitled; claims for workers' or unemployment compensation; claims that arise after the date Executive signs this Agreement; claims to enforce this Agreement or the Reaffirmation; claims that cannot lawfully be waived; and claims for or rights to indemnification or legal defense under the bylaws of the Company or applicable law, or to be covered under any applicable directors' and officers' liability insurance policies, related to actions or conduct that occurred in the scope of Executive's employment with the Company or in the scope of Executive's role as a director or board member of the Company. In addition, nothing in the Release in Section 4 above or anything else in this Agreement, the Reaffirmation, the Employment Agreement, any Company policy or agreement, or elsewhere, limits or otherwise affects Executive's rights to engage in the following, without providing notice to or obtaining the consent of the Company: file a claim, complaint, or charge with, provide information to, communicate directly with, testify to or before, or participate in an investigation or proceeding conducted by, any federal, state or local government agency responsible for enforcing any law, including, but not limited to, the SEC, the Department of Justice, the Equal Employment Opportunity Commission, and the National Labor Relations Board; report possible violations of any law or regulation to any such agency; make other disclosures protected under whistleblower provisions of any law or regulation; or disclose or discuss a sexual assault or sexual harassment dispute (collectively, "Protected Rights"). Notwithstanding the above, Executive expressly waives all rights to recover damages and to be awarded equitable and/or injunctive relief in connection with any administrative or court action brought against the Company or any of the other Released Parties, whether brought by Executive, on Executive's behalf, or by any government agency or other party, related in any way to any claim released by Executive in the Release in Section 4 above. However, Executive may recover money properly awarded by the SEC as a reward for providing information to the SEC.
8. Taxes and Indemnification. Executive agrees to pay all taxes (other than payroll taxes) found to be owed based upon the Consideration provided to or on behalf of Executive under this Agreement and to indemnify and hold the Company harmless for any federal, state and local tax liability (including taxes, interest, penalties or the like, and required withholdings), which may be asserted against or imposed upon the Company by any taxing authority related to such Consideration due to Executive's non-payment of taxes for which Executive is legally responsible. Executive understands and agrees that the Company may file any necessary tax documentation regarding the Consideration provided to or on behalf of Executive under this Agreement. Executive and the Company acknowledge that nothing herein constitutes tax advice to the other Party.

9. Executive Representations. Executive represents and warrants that Executive has: (a) been paid all compensation owed (including, but not limited to, bonus compensation) for all hours worked, except the 2023 Bonus; (b) received or waived all the leave and leave benefits and protections for which Executive was eligible, under the Family and Medical Leave Act or otherwise; and (c) not suffered any on-the-job injury for which Executive has not already filed a claim. In addition, it is Company policy to encourage reporting within the Company all possible violations of any law, and Executive acknowledges that no one has interfered with Executive's reporting of any such violations. Executive further represents that: (i) Executive has not alleged any claim against the Company or any other Released Parties, the factual foundation for which involves sexual harassment under applicable law; (ii) no part of the monies paid pursuant to this Agreement is a payment related to sexual harassment or sexual abuse as set forth in Section 162(q) of the Internal Revenue Code; and (iii) Executive does not contend and is not aware of any facts to suggest that Executive has been subjected at any time to any acts of discrimination, retaliation, sexual harassment or sexual abuse by the Company or any other Released Parties.
10. Cooperation. Executive agrees that, following the Separation Date, Executive will cooperate fully with the Company in connection with: (a) any defense, prosecution, or investigation of claims or demands by or against third parties; or (b) other matters arising from or related to events during Executive's employment by the Company. Such cooperation includes, without limitation, being available to the Company upon reasonable notice, without subpoena, to provide truthful and accurate information in witness interviews plus deposition and trial testimony. The Company will reimburse Executive for reasonable out-of-pocket expenses incurred in connection with any such cooperation (excluding forgone wages, salary, or other compensation) and will make reasonable efforts to accommodate Executive's scheduling needs.
11. Non-Disparagement. Executive agrees that, at all times in the future, Executive will not disparage the Company, its parents, subsidiaries, affiliates, or its or their officers, directors, employees, operations or services, in any manner likely to be harmful to its or their business, business reputation, or personal reputation, whether orally, in writing, or through electronic means such as social media, websites, blog posts or emails; provided, however, that Executive may respond accurately and fully to any inquiry or request for information when required by law. Further, nothing in this Section 11 is intended to, nor should be construed to, limit Executive's rights to engage in Protected Rights.
12. Non-Admission. This Agreement is intended to facilitate an amicable separation of Executive's employment with the Company and is not intended and shall not be construed as an admission of wrongdoing by either Party.
13. Effect of Breach; Return of Consideration; Attorney's Fees. If Executive materially breaches this Agreement, the surviving terms of the Employment Agreement, or the Reaffirmation, then the Company's obligations to provide Executive the Consideration under this Agreement shall cease immediately, and Executive will be required to repay to the Company all of the Consideration already paid on behalf of Executive except for \$200; alternatively, the Company may at its option forego the remedy above and instead require Executive to pay the Company's legal costs incurred in enforcing this Agreement, the

surviving terms of the Employment Agreement, and/or the Reaffirmation, including its reasonable attorneys' fees. Further, nothing in this Agreement prevents the Company from pursuing an injunction to enforce this Agreement or the surviving terms of the Employment Agreement. Notwithstanding anything to the contrary in this Agreement, if the Company believes that there is a material breach of this Agreement by Executive, the Company will send a written notice to Executive at jgordo@southcappartners.com setting forth in reasonable detail the basis for the alleged breach with adequate specificity as to how such alleged breach can or should be cured, and Executive shall have a thirty (30) day cure period from receipt of such notice to remediate any such alleged breach. Nothing in this Section 13 is intended to, nor shall be construed to, apply to any contrary rights of Executive under the ADEA.

14. Time to Consult, Consider and Revoke; Effective Date. By this Agreement, Executive has been advised to consult with an attorney before signing this Agreement and the Reaffirmation. Executive acknowledges and understands that the Release in Section 4 above effectively waives all claims under the ADEA, and agrees that this Agreement complies with the OWBPA. Executive further acknowledges that Executive has had the opportunity to consider this Agreement and the Reaffirmation for twenty-one (21) days before signing this Agreement, although Executive may choose to sign it sooner. Any material or non-material changes made to this Agreement after Executive receives this Agreement do not restart the running of the 21-day review period. Executive has seven (7) days in which to revoke this Agreement after signing it if Executive wishes (the "Revocation Period"). To revoke this Agreement, Executive must send the Company a written notice of revocation addressed to Company's Executive VP, Human Resources, Christopher Ryan, via email at cryan@geogroup.com, before the Revocation Period expires, with the original notice of revocation sent via U.S. Mail to the Company's Senior VP, Human Resources, Christopher Ryan, 4955 Technology Way, Boca Raton FL, 33431, postmarked no later than the last day of the Revocation Period. This Agreement shall become enforceable on the eighth (8th) day after the date Executive signs this Agreement, provided that Executive has not timely revoked it. In the event Executive fails to timely sign this Agreement or revokes this Agreement within seven (7) days after having signed it, the Company's obligations under this Agreement shall be null and void. Executive acknowledges and understands that the Company is not obligated to provide the Consideration until after the Effective Date defined in Section 9 of the Reaffirmation.
15. Integration; Modification. Executive acknowledges that this Agreement, the Reaffirmation, the Advisory Agreement, as well as the surviving terms of the Employment Agreement and the Award Agreements, constitute the entire agreement between the Parties pertaining to the subject matter hereof, and supersede any other agreements and understandings between Executive and the Company, whether written or oral, express or implied, regarding Executive's employment, termination and benefits. Executive has not relied on any statement or promises by anyone other than those contained in this Agreement and has entered into this Agreement knowingly without reliance upon any other representation, promise, or inducement not set forth herein. This Agreement shall not be modified unless in writing and signed by both the Company and Executive.

16. Transfer of Claims. Executive has not assigned, transferred, or purported to assign or transfer to any person or entity any claims released under Section 4 above. Executive agrees to indemnify and hold the Released Parties harmless against all rights, claims, warranties, demands, debts, obligations, liabilities, costs, legal costs (including attorneys' fees) or judgments based on or arising out of any such assignment or transfer. Executive further warrants that nothing prohibits Executive from entering into this Agreement.
17. Binding Effect. This Agreement shall bind and inure to the benefit of the Parties' representatives, agents, successors, assigns, heirs, attorneys, current and future affiliates, and predecessors, as well as any of the Released Parties. This Agreement shall not benefit any other person or entity except as specified in this Agreement.
18. Sufficiency of Consideration; Severability; Independent Covenants. Executive agrees that the Consideration provided to Executive hereunder is good and valuable consideration for Executive's signing of this Agreement and the Reaffirmation. Should a court of competent jurisdiction determine that the Release in Section 4 above or the release in Section 3 of the Reaffirmation is invalid, void or unenforceable, then Executive agrees the Company's obligations under this Agreement and the Reaffirmation are null and void and Executive shall be required to repay to the Company all of the Consideration already paid on behalf of Executive. If any other provisions in this Agreement or the Reaffirmation are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force. Nothing in this Section 18 is intended to, nor shall be construed to, apply to any contrary rights of Executive under the ADEA. In the event of a final, non-reviewable, non-appealable determination that any provision in this Agreement or the Reaffirmation (in either case, whether in whole or in part) is void or constitutes an unreasonable restriction against Executive, such provision shall not be rendered void but shall be deemed modified or reformed by the court to the minimum extent necessary to make such provision enforceable for the longest duration and the greatest scope as may constitute a reasonable restriction under the circumstances.
19. Governing Law, Interpretation, Dispute Resolution. This Agreement and the Reaffirmation shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law principles. This Agreement and the Reaffirmation shall be construed as a whole, according to their fair meaning, and not in favor of or against any Party for any reason. **THE PARTIES AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE REAFFIRMATION, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, SHALL BE RESOLVED BY THE PARTIES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ARBITRATION PROVISIONS IN SECTION 10 OF THE EMPLOYMENT AGREEMENT, WHICH SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY REFERENCE AND APPLY TO THIS AGREEMENT AND THE REAFFIRMATION AS IF THEY WERE FULLY SET FORTH HEREIN.**
20. Representation by Counsel. The Parties acknowledge that (a) they have had the opportunity to consult counsel in regard to this Agreement and the Reaffirmation, and (b) they have read and understand this Agreement and the Reaffirmation and are fully aware of their legal effect.

21. Return of Company Property. Executive represents and agrees that: (a) on or before the Separation Date, Executive shall return to the Company all property of the Company in Executive's possession or control, including but not limited to, confidential and proprietary information and trade secrets, products, business records, electronically stored information, forms, tools, specifications, software, hardware, designs, files, papers and other writings related to the Company's business; and (b) Executive shall not retain any copies or duplicates of the Company's property after the Separation Date. The Company will notify Executive in writing at jgordo@southcappartners.com of any property of the Company that the Company believes Executive has in its possession after the Separation Date so that Executive may promptly either return such property or confirm that Executive no longer is in possession of such property.
22. No Waiver. No waiver of any claim for breach or other rights under this Agreement shall be deemed a broader waiver unless the broader waiver is acknowledged in a writing executed by the waiving Party.
23. Headings, Electronic Transmissions and Counterparts. Headings in this Agreement are for reference purposes only and shall not in any way affect this Agreement's meaning or interpretation. This Agreement may be executed in several counterparts and by electronic transmissions (e-mail, facsimile and/or scanner) and all so executed copies shall constitute one Agreement, binding on all the Parties hereto, even though the Parties are not signatories to the original or same counterpart.
24. Acceptance. To accept this Agreement, Executive must sign and date below and return this Agreement within twenty-one (21) days of the date of Executive's receipt of this Agreement, to the Company's Senior VP, Human Resources, Christopher Ryan, via email at cryan@geogroup.com.

[Signatures on Next Page]

Executive represents and warrants that Executive has read this Agreement in its entirety, has been offered twenty-one (21) days to review this Agreement and the Reaffirmation, has been advised to consult with an attorney, fully understands all Agreement terms, and voluntarily and knowingly accepts those terms.

EXECUTIVE:

JOSE GORDO

/s/ Jose Gordo

Signature

Date: As of: 11/29/23

COMPANY:

THE GEO GROUP, INC.

By: /s/ George Zoley

George Zoley

Executive Chairman

Date: As of: 11/29/23

EXHIBIT A TO THE GORDO SEPARATION AGREEMENT

[ADVISORY SERVICES AGREEMENT]

EXHIBIT B TO THE GORDO SEPARATION AGREEMENT

This Reaffirmation should not be signed until on or after the Separation Date (as defined in the Separation Agreement), and then must be returned to the Company's Senior VP, Human Resources, Christopher Ryan, via email at cryan@geogroup.com, within three (3) days after the Separation Date.

REAFFIRMATION

1. This Reaffirmation (this "Reaffirmation") is the "Reaffirmation" referred to and defined in the Separation Agreement and General Release dated as of November 29, 2023 (the "Separation Agreement") between Jose Gordo ("Executive," "I" "me," or "my") and The GEO Group, Inc. (the "Company"). The Separation Agreement previously was signed by me and delivered to the Company. Terms that are capitalized but not defined herein shall have the meanings ascribed to them in the Separation Agreement.

2. I hereby affirm the validity of the Separation Agreement, including but not limited to the general release of the Released Parties, and agree and acknowledge that the terms and conditions of the Separation Agreement are incorporated herein, as if fully restated herein. I also affirm that I am not in breach of any provision of the Separation Agreement or the surviving terms of the Employment Agreement. I acknowledge that the Separation Agreement is complete, true, accurate, valid and in full force and effect.

3. In exchange for the Consideration described in Section 3 of the Separation Agreement, the Executive Releasing Parties hereby completely release and forever discharge the Released Parties from all Released Claims which Executive may now have or has ever had up through the date of this Reaffirmation (the "Reaffirmed Release"). In addition, the Company Releasing Parties hereby completely release and forever discharge the Executive and Executive's representatives, heirs, successors and assigns, from any and all Company Released Claims. I represent that I know of no claim that I have against the Company or any of the other Released Parties that is not released by this Section 3; provided, however, that I understand nothing in this Section 3 requires me to disclose SEC Communications. I understand and agree that this Reaffirmation is binding on me and on anyone who succeeds to my rights. Nothing in the release in this Section 3 or anything else in this Reaffirmation limits or otherwise affects: my rights to any vested retirement benefits or other accrued benefits to which I am already entitled; claims for workers' or unemployment compensation; claims that arise after the date I sign this Reaffirmation; claims to enforce the Separation Agreement or this Reaffirmation; claims that cannot lawfully be waived; and claims for or rights to indemnification or legal defense under the bylaws of the Company or applicable law, or to be covered under any applicable directors' and officers' liability insurance policies, related to actions or conduct that occurred in the scope of my employment with the Company or in the scope of my role as a director or board member of the Company.

4. Except to the extent I am engaging in Protected Rights, I hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any of the Released Parties, based upon any matter purported to be released hereby, and this covenant and release shall be a complete and final bar to any claims released hereunder.

5. Except to the extent I have engaged in any SEC Communications, I represent and warrant that I have not: (a) filed or initiated any legal proceedings against any of the Released Parties and that no such proceedings have been initiated on my behalf; (b) assigned, transferred, pledged or otherwise disposed of or conveyed to any third party any right or claim against any of the Released Parties which has been released in the Separation Agreement or this Reaffirmation, or (c) directly or indirectly assisted any third party in filing, causing or assisting to be filed, any claim against the Released Parties. Except to the extent I am engaging in Protected Rights, I agree that I will not encourage or solicit or voluntarily assist or participate in any way in the filing, reporting or prosecution by myself or any third party of a proceeding or claim against the Released Parties based upon or relating to any claim released by me in the Separation Agreement or this Reaffirmation.

6. I acknowledge and understand that nothing in the Separation Agreement, the Employment Agreement, or this Reaffirmation limits or otherwise affects my right to engage Protected Rights. Notwithstanding the foregoing, by signing this Reaffirmation, I expressly waive any right to recover damages and to be awarded equitable and/or injunctive relief in connection with any administrative or court action brought against the Company or any of the other Released Parties, whether brought by me, on my behalf, or by any government agency or other party, related in any way to the matters released in Section 3 herein or Section 4 of the Separation Agreement. However, I understand that I do not waive any right I may have to recover money properly awarded by the SEC as a reward for providing information to the SEC.

7. The Separation Agreement and this Reaffirmation shall not be modified unless in writing and signed by both the Company and me. I agree that the Separation Agreement, this Reaffirmation, the Employment Agreement, the Award Agreements, and the Advisory Agreement constitute the entire agreement between me and the Company or any of the other Released Parties pertaining to the subject matter hereof, and supersede any other agreements and understandings among me, the Company and any of the other Released Parties, whether written or oral, express or implied, regarding my employment, termination and benefits. I acknowledge that the post-employment obligations contained in the Separation Agreement, the Employment Agreement, the Award Agreements, and the Advisory Agreement shall remain in full force and effect following my execution of the Separation Agreement and this Reaffirmation, shall survive the termination of my employment, and are incorporated by reference herein. I agree that Section 19 (Governing Law; Interpretation; Dispute Resolution) and Section 22 (No Waiver) of the Separation Agreement are incorporated herein as if set forth fully herein.

8. I acknowledge that I have been advised in writing in the Separation Agreement and in this Reaffirmation to consult with an attorney before signing the Separation Agreement and this Reaffirmation, and that I have been afforded the opportunity to consider the terms of the Separation Agreement and this Reaffirmation and incorporated waiver of claims for twenty-one (21) days prior to signing the Separation Agreement and this Reaffirmation. I acknowledge that no representation, promise, or inducement has been made other than as set forth in the Separation Agreement and this Reaffirmation, and that I enter into this Reaffirmation knowingly without reliance upon any other representation, promise, or inducement that is not set forth in the Separation Agreement and herein. I acknowledge and represent that I assume the risk for any mistake of fact now known or unknown, and that I understand and acknowledge the significance and consequences of the Separation Agreement and this Reaffirmation. I further acknowledge that

I have read the Separation Agreement and this Reaffirmation in their entirety; that I fully understand all of their terms and their significance; and that I have signed the Separation Agreement and this Reaffirmation voluntarily, knowingly, and of my own free will. I further affirm that, upon receipt of my final paycheck and the 2023 Bonus from the Company, I will have been paid and/or have received all leave (paid or unpaid), compensation, bonuses and/or benefits to which I may be entitled from the Company through the Separation Date and that no other leave (paid or unpaid), compensation, bonuses and/or benefits are due to me from Company, except as provided in the Separation Agreement. I further affirm that I have been provided and/or have not been denied any leave requested under applicable federal, state, and local law, and have not suffered any workplace injuries that have not previously been reported to the Company.

9. I understand that I have three (3) days following the Separation Date to return a signed copy of this Reaffirmation to the Company's Senior VP, Human Resources, Christopher Ryan, via email at cryan@geogroup.com. I further understand that I have the right to revoke this Reaffirmation within seven (7) days after my execution of this Reaffirmation (the "Revocation Period") by giving notice in writing of such revocation to the Company's Senior VP, Human Resources, Christopher Ryan, via email at cryan@geogroup.com, before the Revocation Period expires, with the original notice of revocation sent via U.S. Mail to the Company's Senior VP, Human Resources, Christopher Ryan, 4955 Technology Way, Boca Raton FL, 33431, postmarked no later than the last day of the Revocation Period. As such, this Reaffirmation shall not become effective until the eighth (8th) day following the date I sign this Reaffirmation (the "Effective Date"). In the event that I do not timely return a signed copy of this Reaffirmation to the Company or I revoke this Reaffirmation, then this Reaffirmation and the Separation Agreement, and the promises contained therein, shall automatically be deemed null and void, the Company shall not be obligated to provide me with the Consideration under Section 3 of the Separation Agreement, and the Separation Date shall be unaltered. I acknowledge and understand that the Company is not obligated to provide the Consideration under Section 3 of the Separation Agreement until after the Effective Date set forth in this Reaffirmation.

10. I represent and warrant that I have read the Separation Agreement and this Reaffirmation in their entirety, have been offered twenty-one (21) days to review the Separation Agreement and this Reaffirmation, have been advised in writing herein to consult with an attorney prior to signing this Reaffirmation, and fully understand and voluntarily and knowingly accept all of the terms of this Reaffirmation.

EXECUTIVE:

JOSE GORDO

Signature

Date



ADVISORY SERVICES AGREEMENT

This Advisory Services Agreement (the "Agreement"), effective as of January 1, 2024 (the "Effective Date"), is by and between Jose Gordo ("Advisor"), 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 regarding the provision of advisory services by Advisor which may exist between the parties hereto.

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

1. SCOPE OF SERVICES

Advisor shall provide advisory services for **GEO** with respect to litigation, client relations, operational issues, and company financial management and debt restructuring within the United States. Accordingly, **Advisor** shall provide one or more of the following services on as-requested basis:

- A. Be available to give advice and support regarding litigation, client relations, operational issues, business growth opportunities, and financial management and debt restructuring matters;
- B. Provide any and all other related assistance requested by **GEO**;
- C. **Advisor** shall perform no Services for or on behalf of **GEO** unless specifically requested to do so.

2. TERM OF AGREEMENT

This Agreement shall commence upon the Effective Date set forth above and shall continue through June 30, 2025. It is the intention of the parties that this Agreement not be terminable by either party prior to its expiration. If at any time the Company believes that there is a material breach of this Agreement by Advisor, the Company will send a written notice to Advisor at jgordo@southcappartners.com setting forth in reasonable detail the basis for the alleged breach with adequate specificity as to how such alleged breach can or should be cured, and Advisor shall have a thirty (30) day cure period from receipt of such notice to remediate any such alleged breach.

3. PAYMENT RATES AND BILLING

- A. **Advisor** shall be compensated for Services, at the rate of \$40,000.00 (Forty Thousand Dollars) per month, with payment to be made upon **Advisor's** submission of a billing statement to **GEO** at the end of each month.
- B. **Advisor's** previously-awarded unvested performance shares shall vest only during the 18-month period of this Agreement, when and to the extent the Compensation Committee of the Board certifies that the performance goals are actually met. No performance shares awarded to Executive prior to the effective date of the Separation and General Release Agreement between **GEO** and **Advisor** dated as of November 29, 2023 (the "Separation Agreement"), shall be subject to further vesting or be of any further value, force or effect following June 30, 2025.

- C. **Advisor** shall be reimbursed for all reasonable and necessary documented travel and business expenses incurred directly as a result of providing services under this Agreement. All air travel and lodging shall require the prior approval and authorization of the GEO's Chief Executive Officer in order to qualify for reimbursement hereunder. GEO will provide **Advisor** with Pre-paid Air Travel at not lower than Business Class Fare Rate, with travel dates, times and departure/arrival locations mutually agreed.

4. RIGHTS AND DATA

- A. **Advisor** 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 **Advisor** 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 **Advisor** 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. **Advisor** 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. **Advisor** 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, **Advisor** shall deliver all GEO Data to **GEO** and shall be fully responsible for the care and protection of GEO Data until such delivery.
- B. **Advisor** 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 **Advisor'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 **Advisor'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 **Advisor** 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 **Advisor** from a third-party;
 3. Already in **Advisor's** possession prior to the date of **GEO's** disclosure; or
 4. Independently developed by **Advisor**.

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

- B. Advisor** 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. Advisor** 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 **Advisor** 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**, **Advisor** 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. Advisor** 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. **Advisor** 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 **Advisor** consents to the entry of judgment for injunctive relief.

6. STATUS AND RESPONSIBILITY; NATURE OF RELATIONSHIP

Advisor shall perform services for **GEO** as an independent contractor and not as an agent of **GEO**. It shall be the responsibility of the **Advisor** 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"). **Advisor** 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 Advisors 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 **Advisor'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 **Advisor**. 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.

7. CONFLICT OF INTEREST

- A.** During the term of this Agreement:
1. **Advisor** 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. **Advisor** 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, **Advisor** 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. **Advisor** acknowledges that the breach of the provisions of this Section 8 by **Advisor** 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.

8. 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.

9. 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.

10. 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.

11. REPRESENTATION

Advisor 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. **Advisor** acknowledges that **GEO** has relied upon **Advisor'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.

12. ASSIGNMENT

Neither party hereto may assign its rights, duties and obligations hereunder without written consent to the other party, which consent shall not be unreasonably withheld.

13. COUNTERPARTS

This agreement will be executed in two (2) 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.

ADVISOR

/s/ Jose Gordo

Jose Gordo, Advisor

SSN or FEIN

THE GEO GROUP, INC.

/s/ George C. Zoley

George C. Zoley

Executive Chairman

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this “Agreement”) is entered into effective January 1, 2024 (the “Effective Date”) by and between The GEO Group, Inc. (the “Company”) and Brian Evans (the “Executive” and, together with the Company, the “Parties”).

WHEREAS, the Executive is currently employed by the Company as its Chief Financial Officer under a prior Employment Agreement, as amended; and

WHEREAS, the Company wishes to promote and appoint the Executive, and the Executive hereby accepts promotion and appointment to, the position of Chief Executive Officer as of the Effective Date; and

WHEREAS, this Agreement shall, as of its Effective Date, supersede and replace the Executive’s prior Employment Agreement, as amended; and

WHEREAS, the terms of this Agreement have been reviewed and approved by the members of the Compensation Committee of the Board of Directors of the Company (the “Compensation Committee”).

WHEREAS, the terms of this Agreement have been reviewed and approved by the Board of Directors of the Company (the “Board”);

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Position and Duties.** The Company hereby agrees to employ the Executive in the position and title of Chief Executive Officer (“CEO”) of the Company, and the Executive hereby agrees to be employed in such capacity. The Executive will perform all duties and responsibilities as directed by the Company’s Executive Chairman and Board of Directors. The Executive shall report directly to the Executive Chairman. He shall have all authority and responsibility inherent in the position of and commensurate with the CEO title, including ultimate responsibility for and authority over all day-to-day matters and personnel of the Company. The Executive agrees to devote all of the Executive’s full business time and attention exclusively to the performance of the Executive’s duties hereunder and in furtherance of the business of the Company and its affiliates. The Executive shall (A) perform the Executive’s duties and responsibilities hereunder faithfully and to the best of the Executive’s abilities in a diligent manner and in accordance with the Company’s policies, (B) use the Executive’s best efforts to promote the success of the Company, (C) not do anything, or permit anything to be done at the Executive’s direction, that is intended to be inconsistent with the Executive’s duties to the Company or opposed to the best interests of the Company or which is a conflict of interest, in each case, subject to applicable law, and (D) not be or become an officer, director, manager, employee, advisor or consultant of any business other than that of the Company (or its affiliates), unless the Executive receives advance written approval from the Board. Notwithstanding the foregoing, the Executive may engage in professional, civic and not-for-profit activities, as long as such activities do not interfere with the Executive’s performance of the Executive’s duties to the Company or the commitments made by the Executive in this Agreement.

2. Term of Agreement and Employment. The term of the Executive's employment under this Agreement will be for an initial period of three (3) years, beginning on the Effective Date, and will be automatically extended by one day every day such that it has a continuous "rolling" three-year term, unless otherwise terminated pursuant to Section 6 or 7 of this Agreement.

3. Definitions.

- A. **Cause.** "Cause" for the Executive's separation from employment hereunder shall be deemed to exist if, in the reasonable judgment of the Company's Executive Chairman and Board: (i) the Executive commits fraud, theft or embezzlement against the Company or any subsidiary or affiliate thereof; (ii) the Executive commits a felony or a crime involving moral turpitude; (iii) the Executive breaches any non-competition, confidentiality or non-solicitation agreement with the Company or any subsidiary or affiliate thereof; (iv) the Executive breaches any of the terms of this Agreement and fails to cure such breach within 30 days after the receipt of written notice of such breach from the Company; or (v) the Executive engages in gross negligence or willful misconduct that causes harm to the business and operations of the Company or a subsidiary or affiliate thereof.
- B. **Good Reason.** Separation from employment by the Executive for "Good Reason" shall mean termination of this Agreement by the Executive upon the occurrence of one of the following events or conditions without the consent of the Executive:
- (i) A material reduction in the Executive's authority, duties or responsibilities;
 - (ii) A material reduction in the authority, duties or responsibilities of the Executive, including any requirement that the Executive is required to report to any person or entity other than the Executive Chairman and the Board;
 - (iii) A material reduction in the budget over which the Executive retains authority;
 - (iv) Any material reduction in the Executive's Annual Base Salary (as defined below) or material adverse change in the terms or basis by which the Executive's Annual Performance Award is calculated as of the Effective Date, including a suspension, discontinuation or termination of such Annual Performance Award by the Board or any committee thereof;
 - (v) A change in the location of the Executive's principal place of employment by the Company of more than 50 miles from the location at which he was principally employed; or
 - (vi) Any material breach of this Agreement by the Company.

Notwithstanding the foregoing, the Executive's separation from employment shall not be deemed to be for Good Reason unless: (i) the Executive terminates this Agreement no later than six (6) months following the initial existence of the above referenced event or condition which is the basis for such termination (it being understood that each instance of any such event shall constitute a separate basis for such termination and a separate event or condition occurring on the date of such instance for purposes of calculating the six (6) month period); and (ii) the Executive provides to the Company a written notice of the existence of the above referenced event or condition which is the basis for the termination within 90 days following the initial existence of such event or condition, and the Company fails to remedy such event or condition within 30 days following the receipt of such notice.

4. Compensation.

- A. **Annual Base Salary.** Executive shall be paid an annual base salary of one million dollars (\$1,000,000.00) (as such may be amended from time to time, the “Annual Base Salary”). The annual base salary is subject to review each calendar year and possible increase in the sole discretion of the Compensation Committee. The Annual Base Salary shall be payable at such regular times and intervals as the Company customarily pays its senior executives from time to time.
- B. **Annual Performance Award.** For each fiscal year of employment during which the Company employs the Executive, the Executive shall be entitled to receive a target annual performance award of one-hundred percent (100%) of Executive’s Annual Base Salary, in accordance with the terms of any plan governing senior management performance awards then in effect as established by the Compensation Committee (the “Annual Performance Award”), with such Annual Performance Award to be paid in accordance with the terms of the applicable plan. For the avoidance of doubt, Executive shall continue to be eligible to receive a target annual performance award for the 2023 fiscal year of eighty percent (80%) of Executive’s annual base salary at the level in effect during the 2023 fiscal year, to be paid in accordance with the terms of the applicable plan.
- C. **Stock Incentive Plan.** For each fiscal year of employment during which the Company employs the Executive, the Executive shall be entitled to participate in the Amended and Restated The GEO Group, Inc. 2018 Stock Incentive Plan, or any successor plan (the “Stock Incentive Plan”), in accordance with the terms of the Stock Incentive Plan, including stock option awards, restricted stock awards, performance awards, stock appreciation rights, and any other award allowed by the Stock Incentive Plan.
- D. **Taxes.** All forms of compensation paid or payable to the Executive from the Company, whether under this Agreement or otherwise, are subject to reduction to reflect applicable withholding and payroll taxes.

5. **Executive Benefits.** The Executive will be entitled to thirty-one (31) paid-time-off (PTO) days for vacation and personal use per fiscal year. The Executive, the Executive’s spouse, and qualifying members of the Executive’s 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 the Company, including any group health, dental, life insurance, disability, or other form of executive benefit plan or program of the Company now existing or that may be later adopted by the Company (collectively, the “Executive Benefits”).

6. **Death or Disability.** The Executive’s employment will end immediately upon the Executive’s death. If the Executive becomes physically or mentally disabled so as to become unable for a period of more than five (5) consecutive months or for shorter periods aggregating at least five (5) months during any twelve (12) month period to perform the Executive’s duties hereunder on a substantially full-time basis, the Executive’s employment will terminate as of the end of such five (5) month or twelve (12) month period and this shall be considered a “Disability” under this Agreement. Upon a separation from employment by reason of a Disability, Executive’s eligibility for benefits under the Company’s disability insurance program, if any then in effect, shall continue to be governed by the terms of such plan.

7. Separation from Employment. Either the Executive or the Company may terminate the Executive's employment under this Agreement at any time and for any reason (other than Death or Disability, as contemplated in Section (6) of this Agreement) upon not less than thirty (30) days written notice. Regardless of the reason for separation of employment or by whom it is initiated, the Executive shall be paid, no later than thirty (30) days after the Executive's separation date or by such earlier date as may be required by applicable law: (A) the aggregate amount of the Executive's earned but unpaid Annual Base Salary then in effect through the date of such separation; (B) incurred but unreimbursed, documented, and reasonable reimbursable business expenses through the date of such separation; and (C) any other amounts due under applicable law, in each case earned and owing through the date of separation (the "Accrued Obligations"). Executive's eligibility for any Annual Performance Award following the date of separation for the period preceding the date of separation will be determined in accordance with the terms of the applicable plan.

A. **Separation from Employment by the Executive for Good Reason, by the Company Without Cause, or Upon the Death or Disability of the Executive.** Upon the Executive's separation from employment under this Agreement by the Executive for Good Reason, by the Company without Cause, or upon the Death (as defined in Section 6 of this Agreement) (in which case, the provisions of Section 7(A)(i) – (v) shall inure to the benefit of the Executive's covered dependents, or to the extent applicable, to the Executive's estate) or Disability of the Executive, the following shall apply:

(i) **Separation Payment.** If the Executive incurs a "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended and Treasury Regulation Section 1.409A-1(h)) (a "Separation from Service") by reason of a separation of the Executive's employment by the Company without Cause, by the Executive for Good Reason, or upon the Death or Disability of the Executive, in addition to the Accrued Obligations, and subject to the conditions set forth in this Section 7(A)(i), the Company shall pay the Executive (or to the Executive's heirs, beneficiaries or estate, as applicable) severance in an amount equal to the sum of two (2) times the Executive's Annual Base Salary in effect immediately prior to the date the Executive separates from employment (the "Severance"), less taxes and other applicable withholdings, payable over a period of twenty-four (24) months, in twenty-four (24) equal installments. It shall be a condition to Executive's right to receive the Severance that Executive (or the Executive's heirs, beneficiaries, or estate, as applicable) execute and deliver to the Company an effective general release of claims in a form prescribed by the Company (the "Release"), within twenty-one (21) days (or, to the extent required by law, forty-five (45) days) following the effective date of separation of employment, and that the Executive not revoke such Release during any applicable revocation period. Upon timely execution and delivery of the Release by the Executive (or the Executive's heirs, beneficiaries or estate, as applicable) to the Company, the installment payments of the Severance shall begin on the Company's first regular payroll date that is after the later of the date on which the Executive delivered to the Company the Release signed by the Executive (or the Executive's heirs,

beneficiaries or estate, as applicable) or the end of any applicable revocation period (unless a longer period is required by law) and shall continue monthly thereafter (on the corresponding payroll date of each subsequent month) until the Severance is paid in full. Notwithstanding the foregoing, if the earliest payment commencement date determined under the preceding sentence is in one taxable year of the Executive and the latest possible payment commencement date is in a second taxable year of Executive, the first installment payment of the Severance shall be made on the Company's first regular payroll date that is in the second taxable year and that is after the end of the applicable revocation period.

- (ii) **Separation Benefits.** The Company shall continue to provide the Executive and any covered dependents of Executive (and if applicable, his beneficiaries) with the Executive Benefits (as described in Section 5 hereof) for a period of five (5) years after the date of termination of the Executive's employment with the Company. Such Executive Benefits shall be provided at no cost to the Executive in no less than the same amount, and on the same terms and conditions, as in effect on the date on which the termination of employment occurs. If the Executive dies during the five (5) year period following a termination pursuant to this Section 7(A), the Company shall continue to provide the Executive Benefits to the Executive's covered dependents under the same terms as were being provided prior to Executive's death and, to the extent applicable, to the Executive's estate.
- (iii) **Automobile.** Within ten (10) days following the Executive's separation from employment, the Company shall transfer all of its interest in any automobile used by the Executive pursuant to the Company's Executive Automobile Policy (the "Executive Automobile Policy") and shall pay the balance of any outstanding loans or leases on such automobile (whether such obligations are those of the Executive or the Company) so that the Executive owns the automobile outright (in the event such automobile is leased, the Company shall pay the residual cost of such lease). Notwithstanding the foregoing, if the earliest transfer-payment date determined under the preceding sentence is in one taxable year of the Executive and the latest possible transfer-payment date is in a second taxable year of the Executive, the transfer shall not occur until the first business day of the second taxable year that is after the end of the applicable revocation period of the Release. Executive acknowledges that the then-current fair market value of the automobile shall be subject to applicable statutory payroll withholdings and deductions and will be reported on IRS Form W-2.
- (iv) **Separation Stock Options and Restricted Stock.** All of the outstanding unvested stock options and restricted stock granted to the Executive prior to separation from employment will fully vest immediately upon separation from employment, provided however, that any restricted stock that is still subject to performance based vesting at the time of such separation from employment shall only vest when and to the extent the Compensation Committee certifies that the performance goals are actually met.

- B. **Separation from Employment by Resignation of Executive without Good Reason or by the Company with Cause.** Upon the Executive's separation from employment by the resignation of the Executive without Good Reason, by the Company with Cause, or for any other reason other than a reason described in Section 7(A) above, the Executive shall be due no further compensation under this Agreement related to Annual Base Salary, Annual Performance Award, Executive Benefits, or Termination Payment other than the Accrued Obligations, which amounts shall be paid to the Executive within 10 days of separation from employment. Notwithstanding the foregoing provisions, if the Executive's separation from employment is the result of the Executive's retirement in accordance with the Company's then-current Senior Officer Retirement Plan ("Executive's Retirement"), all of the outstanding unvested stock options and restricted stock granted to the Executive prior to Executive's Retirement will fully vest immediately as of the date of Executive's Retirement, provided however, that any restricted stock that is still subject to performance based vesting at the time of Executive's Retirement shall only vest when and to the extent the Compensation Committee certifies that the performance goals are actually met, and provided further that the Executive remains in full compliance with the Restrictive Covenants set forth in Section 8, below, which compliance shall be a necessary condition of and prerequisite for the further vesting of any stock granted to the Executive prior to the Executive's Retirement.
- C. **Retirement Plan Rights Unaffected.** Termination of the Employee's employment under this Agreement for any reason whatsoever shall not affect the Employee's rights under the Company's retirement plan applicable to the Employee.

8. Restrictive Covenants.

- A. **General.** The Company and the Executive hereby acknowledge and agree that (i) the Executive is in possession of trade secrets (as defined in Section 688.002(4) of the Florida Statutes) of the Company (the "Trade Secrets"), (ii) the restrictive covenants contained in this Section 8 are justified by legitimate business interests of the Company, including, but not limited to, the protection of the Trade Secrets, in accordance with Section 542.335(1)(e) of the Florida Statutes, and (iii) the restrictive covenants contained in this Section 8 are reasonably necessary to protect such legitimate business interests of the Company.
- B. **Non-Competition.** In consideration for the separation from employment payments and benefits that the Executive may receive in accordance with Section 7(A) of this Agreement, the Executive agrees that during the period of the Executive's employment with the Company and until three years after the Executive's separation from employment with the Company, the Executive will not, directly or indirectly, either (i) on the Executive's own behalf or as a partner, officer, director, trustee, executive, agent, consultant or member of any person, firm or corporation, or otherwise, enter into the employ of, render any service to, or engage in any business or activity which is the same as or competitive with any business or activity conducted by the Company or any of its majority-owned subsidiaries, or (ii) become an officer, employee or consultant of, or otherwise

assume a substantial role or relationship with, any governmental entity, agency or political subdivision that is a client or customer of the Company or any subsidiary or affiliate of the Company; provided, however, that the foregoing shall not be deemed to prevent the Executive from investing in securities of any company having a class of securities which is publicly traded, so long as through such investment holdings in the aggregate, the Executive is not deemed to be the beneficial owner of more than 5% of the class of securities that is so publicly traded. During the period of the Executive's employment and until three years after the Executive's separation employment, the Executive will not, directly or indirectly, on the Executive's own behalf or as a partner, shareholder, officer, executive, director, trustee, agent, consultant or member of any person, firm or corporation or otherwise, seek to employ or otherwise seek the services of any executive of the Company or any of its majority-owned subsidiaries.

C. Confidentiality.

- (i) During and following the period of the Executive's employment with the Company, the Executive will not use for the Executive's own benefit or for the benefit of others, or divulge to others, any information, Trade Secrets, knowledge or data of a secret or confidential nature and otherwise not available to members of the general public that concerns the business or affairs of the Company or its subsidiaries or affiliates and which was acquired by the Executive at any time prior to or during the term of the Executive's employment with the Company ("Confidential Information"), except with the specific prior written consent of the Company. For purposes of this Agreement, the term "Confidential Information" shall include all information, whether written or oral, tangible or intangible (in any form or format), of a private, secret, proprietary or confidential nature, of or concerning the Company, its subsidiaries or affiliates or their business or operations, including without limitation: Trade Secrets or other confidential or proprietary information which is not publicly known or generally known in the industry; the identity, background and preferences of any current or prospective clients, investors, suppliers, vendors, referral sources and business affiliates; pricing and financial information; current and prospective client, investors, supplier or vendor lists and leads; proposals with prospective clients, investors, suppliers, vendors or business affiliates; contracts with clients, investors, suppliers, vendors or business affiliates; marketing plans; brand standards guidelines; proprietary computer software and systems; marketing materials and information; operating and business plans and strategies; research and development; policies and manuals; personnel information of employees that is private and confidential; any information related to the compensation of employees, consultants, agents or representatives of the Company, its subsidiaries or affiliates; sales and financial reports and forecasts; any information concerning any product, technology or procedure employed by the Company but not generally known to its current or prospective clients, investors, suppliers, vendors or competitors, or under development by or being tested by the Company, its subsidiaries or affiliates; any Work Product (as defined in Section 9 (D) below); and information concerning planned or pending acquisitions or divestitures.

- (ii) The Executive agrees that all Confidential Information shall be the Company's sole property during and after the Executive's employment with the Company. The Executive agrees that the Executive will not remove any hard copies of Confidential Information from the Company's premises, will not download, upload or otherwise transfer copies of Confidential Information to any external storage media or cloud storage (except as necessary in the performance of the Executive's duties for the Company and for the Company's sole benefit), and will not print hard copies of any Confidential Information that the Executive accesses electronically from a remote location (except as necessary in the performance of the Executive's duties for the Company and for the Company's sole benefit).
- (iii) Should the Executive be compelled to disclose Confidential Information pursuant to any governmental, judicial or administrative order, subpoena, discovery request, regulatory request or similar method ("Compelled Disclosure"), unless prohibited by law, Executive will promptly notify the Company in writing of any such demand for disclosure, and permit the Company a reasonable time (at least five (5) business days) to seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Executive agrees that the Executive shall not oppose and shall cooperate with efforts by the Company to obtain a protective order or other relief. Notwithstanding the foregoing, if the Company is unable to obtain or does not seek a protective order or other relief from Compelled Disclosure and the Executive is legally required to disclose such Confidential Information, a limited disclosure of such Confidential Information may be made by the Executive.
- (iv) Notwithstanding anything in the foregoing sections to the contrary, nothing in this Agreement is intended to, nor shall it, prohibit, prevent, impede, interfere or limit the Executive's ability, without any prior notice to or approval by the Company, to: (1) report or discuss instances of discrimination, harassment, retaliation, sexual harassment or sexual assault; (2) report possible violations of any law, rule or regulation to any federal, state or local governmental department, commission, bureau, agency, entity or subdivision, including but not limited to the United States Department of Justice, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, any agency Inspector General or any legislative body or committee (any of the foregoing, a "Governmental Body"); (3) file a charge or complaint with any Governmental Body with respect to any matters that are protected under the non-discrimination or whistleblower provisions of any federal, state or local law (a "Protected Matter"); (4) testify in any proceedings regarding a Protected Matter; (5) participate in or provide testimony in any investigation or proceeding conducted by any Governmental Body, or otherwise communicate with any Governmental Body with respect to any Protected Matter; or (6) apply for or receive any monetary award from a whistleblower award or bounty program of any Governmental Body with respect to the furnishing of information to a Governmental Body.

- (v) The Executive also acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that: (1) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Executive further acknowledges that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the Trade Secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (A) files any document containing the Trade Secret under seal; and (B) does not disclose the Trade Secret, except pursuant to court order.
 - (vi) Upon the request of the Company, and in any event upon the separation of the Executive's employment with the Company, the Executive shall immediately return to the Company all materials, including all copies in whatever form, containing Confidential Information which are in the Executive's possession or under the Executive's control.
- D. **Work Product.** The Executive agrees that all programs, inventions, innovations, improvements, developments, methods, designs, analyses, reports and all similar or related information which relate to the business of the Company and its subsidiaries or affiliates, actual or anticipated, or to any actual or anticipated research and development conducted in connection with the business of the Company and its subsidiaries or affiliates, and all existing or future products or services, which are conceived, developed or made by the Executive (alone or with others) during the term of this Agreement ("Work Product") belong to the Company. The Executive will cooperate fully in the establishment and maintenance of all rights of the Company and its subsidiaries or affiliates in such Work Product. The provisions of this Section 8(D) will survive termination of this Agreement indefinitely to the extent necessary to require actions to be taken by the Executive after the termination of the Agreement with respect to Work Product created during the term of this Agreement.
- E. **Enforcement.** The Parties agree and acknowledge that the restrictions contained in this Section 8 are reasonable in scope and duration and are necessary to protect the Company or any of its subsidiaries or affiliates. If any covenant or agreement contained in this Section 8 is found by a court having jurisdiction to be unreasonable in duration, geographical scope or character of restriction, the covenant or agreement will not be rendered unenforceable thereby but rather the duration, geographical scope or character of restriction of such covenant or agreement will be reduced or modified with retroactive effect to make such covenant or agreement reasonable, and such covenant or agreement will be enforced as so modified. The Executive agrees and acknowledges that the breach of this Section 8 will cause irreparable injury to the Company or any of its subsidiaries or affiliates and upon the breach of any provision of this Section 8, the Company or any of its subsidiaries or affiliates shall be entitled to injunctive relief, specific performance or other equitable relief, without being required to post a bond; PROVIDED, HOWEVER, that, this shall in no way limit any other remedies which the Company or any of its subsidiaries or affiliates may have (including, without limitation, the right to seek monetary damages).

- F. **Clawback.** Notwithstanding anything in this Agreement to the contrary, Executive acknowledges that the Company may be entitled or required by law, pursuant to The GEO Group, Inc. Clawback Policy (the “**Clawback Policy**”) or the requirements of an exchange on which the Company’s shares of common stock are listed for trading, to recoup compensation paid to Executive pursuant to this Agreement or otherwise, and Executive agrees to comply with any such request or demand for recoupment by the Company to the extent consistent with the Clawback Policy or applicable law. Executive acknowledges that the Clawback Policy may be modified from time to time in the sole discretion of the Company.

9. **Representation.** The Executive hereby represents and warrants to the Company that (i) the execution, delivery and full performance of this Agreement by the Executive does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which the Executive is a party or any judgment, order or decree to which the Executive is subject; (ii) the Executive is not a party or bound by any employment agreement, consulting agreement, agreement not to compete, confidentiality agreement or similar agreement with any other person or entity; and (iii) upon the execution and delivery of this Agreement by the Executive and the Company, this Agreement will be the Executive’s valid and binding obligation, enforceable in accordance with its terms.

10. **Arbitration.** In the event of any dispute between the Company and the Executive with respect to this Agreement, either party may, in its sole discretion by notice to the other, require such dispute to be submitted to arbitration. The arbitrator will be selected by agreement of the Parties or, if they cannot agree on an arbitrator or arbitrators within 30 days after the giving of such notice, the arbitrator will be selected by the American Arbitration Association. The determination reached in such arbitration will be final and binding on both Parties without any right of appeal. Execution of the determination by such arbitrator may be sought in any court having jurisdiction. Unless otherwise agreed by the Parties, any such arbitration will take place in West Palm Beach, Florida and will be conducted in accordance with the rules of the American Arbitration Association. If the Executive is the prevailing party in any such arbitration, he will be entitled to reimbursement by the Company of all reasonable costs and expenses (including attorneys’ fees incurred in such arbitration).

11. **Assignment.** The Executive may not assign, transfer, convey, mortgage, hypothecate, pledge or in any way encumber the compensation or other benefits payable to the Executive or any rights which the Executive may have under this Agreement. Neither the Executive nor the Executive’s beneficiary or beneficiaries will have any right to receive any compensation or other benefits under this Agreement, except at the time, in the amounts and in the manner provided in this Agreement. This Agreement will inure to the benefit of and will be binding upon any successor to the Company, and any successor to the Company shall be authorized to enforce the terms and conditions of this Agreement, including the terms and conditions of the restrictive covenants contained in Section 8 hereof. As used in this Agreement, the term “successor” means any person, firm, corporation or other business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all of the capital stock or assets of the Company. This Agreement may not otherwise be assigned by the Company.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida without regard to the application of conflicts of laws.

13. **Entire Agreement.** This Agreement constitutes the only agreements between Company and the Executive regarding the Executive's employment by the Company. This Agreement supersedes all other agreements and understandings, written or oral, between the Company and the Executive regarding the subject matter hereof and thereof. A waiver by either party of any provision of this Agreement or any breach of such provision in an instance will not be deemed or construed to be a waiver of such provision for the future, or of any subsequent breach of such provision. This Agreement may be amended, modified or changed only by further written agreement between the Company and the Executive, duly executed by both Parties.

14. **Severability; Survival.** In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification then eliminated herefrom) to the extent necessary to permit the remaining provisions to be enforced in accordance with the Parties' intention. The provisions of Section 8 (and the restrictive covenants contained therein) shall survive the termination for any reason of this Agreement and/or the Executive's relationship with the Company.

15. **Notices.** All notices required or permitted to be given hereunder will be in writing and will be deemed to have been given when deposited in United States mail, certified or registered mail, postage prepaid. Any notice to be given by the Executive hereunder will be addressed to the Company to the attention of its General Counsel at its main offices, 4955 Technology Way, Boca Raton, Florida 33431. Any notice to be given to the Executive will be addressed to the Executive at the Executive's residence address last provided by the Executive to the Company. Either party may change the address to which notices are to be addressed by notice in writing to the other party given in accordance with the terms of this Section.

16. **Headings.** Section headings are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement or any of its terms and conditions.

17. Section 409A Compliance.

- A. **General.** It is the intention of both the Company and the Executive that the benefits and rights to which the Executive is entitled pursuant to this Agreement comply with Code Section 409A, to the extent that the requirements of Code Section 409A are applicable thereto, and the provisions of this Agreement shall be construed in a manner consistent with that intention. If the Executive or the Company believes, at any time, that any such benefit or right that is subject to Code Section 409A does not so comply, it shall promptly advise the other and shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Code Section 409A (with the most limited possible economic effect on the Executive and on the Company).
- B. **Distributions on Account of Separation from Service.** To the extent required to comply with Code Section 409A, any payment or benefit required to be paid under this Agreement on account of termination of the Executive's service (or any other similar term) shall be made only in connection with a "separation from service" with respect to the Executive within the meaning of Code Section 409A.

- C. **No Acceleration of Payment.** Neither the Company nor the Executive, individually or in combination, may accelerate any payment or benefit that is subject to Code Section 409A, except in compliance with Code Section 409A and the provisions of this Agreement, and no amount that is subject to Code Section 409A shall be paid prior to the earliest date on which it may be paid without violating Code Section 409A.
- D. **Six Month Delay for Specified Employees.** In the event that the Executive is a “specified employee” (as described in Code Section 409A), and any payment or benefit payable pursuant to this Agreement constitutes deferred compensation under Code Section 409A, then the Company and the Executive shall cooperate in good faith to undertake any actions that would cause such payment or benefit not to constitute deferred compensation under Code Section 409A. In the event that, following such efforts, the Company determines (after consultation with its counsel) that such payment or benefit is still subject to the six-month delay requirement described in Code Section 409A(2)(b) in order for such payment or benefit to comply with the requirements of Code Section 409A, then no such payment or benefit shall be made before the date that is six months after the Executive’s “separation from service” (as described in Code Section 409A) (or, if earlier, the date of the Executive’s death). Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.
- E. **Treatment of Each Installment as a Separate Payment.** For purposes of applying the provisions of Code Section 409A to this Agreement, each separately identified amount to which the Executive is entitled under this Agreement shall be treated as a separate payment. In addition, to the extent permissible under Code Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.
- F. **Reimbursements and In-Kind Benefits.** With respect to reimbursements and in-kind benefits that may be provided under the Agreement (the “Reimbursement Plans”), to the extent any benefits provided under the Reimbursement Plans are subject to Section 409A, the Reimbursement Plans shall meet the following requirements:
- (i) Reimbursement Plans shall use an objectively determinable, nondiscretionary definition of the expenses eligible for reimbursement or of the in-kind benefits to be provided;
 - (ii) Reimbursement Plans shall provide that the amount of expenses eligible for reimbursement, or in-kind benefits provided, during the Executive’s taxable year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided, however, that Reimbursement Plans providing for reimbursement of expenses referred to in Code Section 105(b) shall not fail to meet the requirement of this Section 18(G)(ii) solely because such Reimbursement Plans provide for a limit on the amount of expenses that may be reimbursed under such arrangements over some or all of the period in which Reimbursement Plans remain in effect;

(iii) The reimbursement of an eligible expense is made on or before the last day of Executive's taxable year following the taxable year in which the expense was incurred; and

(iv) The right to reimbursement or in-kind benefits under the Reimbursement Plans shall not be subject to liquidation or exchange for another benefit.

G. **Executive Benefits.** With respect to any Executive Benefits that do not comply with (or are not exempt from) Code Section 409A, to the extent applicable, the Executive shall be deemed to receive from the Company a monthly payment necessary for the Executive to purchase the benefit in question.

H. **Indemnification by the Company of Executive.** Notwithstanding the intention of the Company and the Executive that the benefits and rights to which the Executive is entitled pursuant to this Agreement comply with Code Section 409A, if any provision of this Agreement fails to comply with Code Section 409A and any payment or benefit paid or made to the Executive pursuant to the terms of this Agreement becomes subject to taxation pursuant to Code Section 409A, then the Company shall fully indemnify the Executive and hold the Executive harmless from any such taxation, and any costs, fees or expenses borne by the Executive in connection with such taxation; provided, however, that such indemnification obligation of the Company shall not apply to any taxation which could have been reasonably avoided by the Executive through an amendment to this Agreement which the Company timely proposed but which the Executive refused to make. The Company shall control any tax or other audit relating to any matter for which it may have an indemnification obligation pursuant to this Section 18(I). Notwithstanding anything in this Agreement to the contrary, any payment to indemnify the Executive pursuant to this Section 18(H) (including any amount paid to cover additional taxes imposed upon the Executive due to such initial payment), shall be made no later than the end of the Executive's taxable year in which the Executive remits the related taxes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

THE GEO GROUP, INC.

By: /s/ George C. Zoley

Name: George C. Zoley

Title: Executive Chairman

EXECUTIVE

By: /s/ Brian Evans

Name: Brian Evans

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered into effective the 22 day of June 2021, by and between The GEO Group, Inc. (the “Company”) and Shayn March (the “Employee” and, together with the Company, the “Parties”).

WHEREAS, the terms of this Agreement have been reviewed and approved by the members of the Compensation Committee of the Board of Directors of the Company (the “Board”).

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Position and Duties.** The Company hereby agrees to continue to employ the Employee and the Employee hereby accepts continued employment and agrees to serve as Executive Vice President, Finance & Treasurer. The Employee will perform all duties and responsibilities and will have all authority inherent in the position of Executive Vice President, Finance & Treasurer.

2. **Term of Agreement and Employment.** The term of the Employee’s employment under this Agreement will be for an initial period of two (2) years, beginning on the effective date of this Agreement (“the “Term”). Unless otherwise terminated pursuant to Section 6 or 7 of this Agreement, the Term will be automatically extended for an additional two years after the end of each Term.

3. **Definition—Cause.** For purposes of this Agreement, “Cause” for the termination of the Employee’s employment hereunder shall be deemed to exist if, in the reasonable judgment of the Company’s Chief Executive Officer (CEO): (i) the Employee commits fraud, theft or embezzlement against the Company or any subsidiary or affiliate thereof; (ii) the Employee commits a felony or a crime involving moral turpitude; (iii) the Employee breaches any non-competition, confidentiality or non-solicitation agreement with the Company or any subsidiary or affiliate thereof; (iv) the Employee breaches any of the terms of this Agreement and fails to cure such breach within 30 days after the receipt of written notice of such breach from the Company; or (v) the Employee engages in gross negligence or willful misconduct that causes harm to the business and operations of the Company or a subsidiary or affiliate thereof.

4. **Compensation.**

A. **Annual Base Salary.** The Employee shall be paid an annual base salary of \$351,883. The Company may increase the Annual Base Salary paid to the Employee in an amount to be determined at the sole discretion of the Company’s Chief Executive Officer. The Annual Base Salary shall be payable at such regular times and intervals as the Company customarily pays its employees from time to time.

B. **Annual Bonus.** For each fiscal year of employment during which the Company employs the Employee, the Employee shall be entitled to receive an annual bonus in accordance with the terms of any plan governing employee bonuses then in effect as established by the Board (the “Annual Bonus”).

5. **Employee Benefits.** The Employee will be entitled to twenty-one (21) paid-time-off (PTO) days of vacation per fiscal year during his/her first ten (10) years of service, and twenty-six (26) paid-time-off (PTO) days of vacation per fiscal year thereafter. The Employee, the Employee's spouse, and qualifying members of the Employee's family will be eligible for and will participate in any benefits and perquisites available to other employees of the Company, including any group health, dental, life insurance, disability, or other form of employee benefit plan or program of the Company now existing or that may be later adopted by the Company (collectively, the "Employee Benefits").

6. **Death or Disability.** The Employee's employment will terminate immediately upon the Employee's death. If the Employee becomes physically or mentally disabled so as to become unable for a period of more than five consecutive months or for shorter periods aggregating at least five months during any twelve-month period to perform the Employee's duties hereunder on a substantially full-time basis, the Employee's employment will terminate as of the end of such five-month or twelve-month period and this shall be considered a "disability" under this Agreement. Such termination shall not affect the Employee's benefits under the Company's disability insurance program, if any, then in effect.

7. **Termination.** Either the Employee or the Company may terminate this Agreement for any reason upon not less than thirty (30) days written notice.

A. **Termination of Employment Without Cause or Upon the Death or Disability of the Employee.** Upon the termination of the Employee's employment under this Agreement by the Company without Cause or the death or disability of the Employee, the following shall apply:

(i) **Termination Payment.** In the event the Employee is terminated during the Term, Employee shall be entitled to and paid a termination payment (the "Termination Payment") equal to the Employee's current Annual Base Salary for the greater of (i) the remaining time left on the Term or (ii) twelve (12) months. The Termination Payment shall be paid in equal monthly installments during the remainder of the Term or twelve (12) months, whichever period is greater.

(ii) **Termination Benefits.** The Company shall continue to provide the Employee and any covered dependents of the Employee (and if applicable, his beneficiaries) with the Employee Benefits (as described in Section 5 hereof) after the date of termination of the Employee's employment with the Company for a period of twelve (12) months. Such Employee Benefits shall be provided at no cost to the Employee in no less than the same amount, and on the same terms and conditions, as in effect on the date on which the termination of employment occurs. If the Employee dies during such period, the Company shall continue to provide the Employee Benefits to the Employee's covered dependents under the same terms as were being provided prior to the Employee's death and, to the extent applicable, to the Employee's estate.

(iii) **Termination Stock Options and Restricted Stock.** All outstanding unvested stock options and restricted stock granted to the Employee prior to termination shall continue to vest for the greater of (i) the Term or (ii) twelve (12) months.

B. Termination of Employment by Resignation of Employee or by the Company with Cause. Upon the termination of the Employee's employment by the voluntary resignation of the Employee or by the Company with Cause, the Employee shall be due no further compensation under this Agreement related to Annual Base Salary, Annual Bonus, Employee Benefits, or Termination Payment other than what is due and owing through the effective date of the Employee's resignation or termination.

C. Retirement Plan Rights Unaffected. Termination of the Employee's employment under this Agreement for any reason, whatsoever, shall not affect the Employee's rights under the Company's retirement plan applicable to the Employee.

8. Restrictive Covenants.

A. General. The Company and the Employee hereby acknowledge and agree that (i) the Employee is in possession of trade secrets (as defined in Section 688.002(4) of the Florida Statutes) of the Company (the "Trade Secrets"), (ii) the restrictive covenants contained in this Section 8 are justified by legitimate business interests of the Company, including, but not limited to, the protection of the Trade Secrets, in accordance with Section 542.335(1)(e) of the Florida Statutes, and (iii) the restrictive covenants contained in this Section 8 are reasonably necessary to protect such legitimate business interests of the Company.

B. Non-Competition. During the period of the Employee's employment with the Company and until two (2) years after the termination of the Employee's employment with the Company, the Employee will not, directly or indirectly, either (i) on the Employee's own behalf or as a partner, officer, director, trustee, employee, agent, consultant or member of any person, firm or corporation, or otherwise, enter into the employ of, render any service to, or engage in any business or activity which is the same as or competitive with any business or activity conducted by the Company or any of its affiliates or majority-owned subsidiaries or (ii) become an officer, employee or consultant of, or otherwise assume a substantial role or relationship with, any governmental entity, agency or political subdivision that is a client or customer of the Company or any subsidiary or affiliate of the Company; provided, however, that the foregoing shall not be deemed to prevent the Employee from investing in securities of any company having a class of securities which is publicly traded, so long as through such investment holdings in the aggregate, the Employee is not deemed to be the beneficial owner of more than 5% of the class of securities that is so publicly traded. During the period of the Employee's employment and until two (2) years after the termination of the Employee's employment, the Employee will not, directly or indirectly, on the Employee's own behalf or as a partner, shareholder, officer, employee, director, trustee, agent, consultant or member of any person, firm or corporation or otherwise, seek to employ or otherwise seek the services of any employee of the Company or any of its affiliates or majority-owned subsidiaries.

C. Confidentiality. During and following the period of the Employee's employment with the Company, the Employee will not use for the Employee's own benefit or for the benefit of others, or divulge to others, any information, Trade Secrets, knowledge or data of a secret or confidential nature and otherwise not available to members of the general public that concerns the business or affairs of the Company or its subsidiaries or affiliates and which was acquired by the Employee at any time prior to or during the term of the Employee's employment with the Company, except with the specific prior written consent of the Company.

D. Work Product. The Employee agrees that all programs, inventions, innovations, improvements, developments, methods, designs, analyses, reports and all similar or related information which relate to the business of the Company and its subsidiaries and affiliates, actual or anticipated, or to any actual or anticipated research and development conducted in connection with the business of the Company and its subsidiaries and affiliates, and all existing or future products or services, which are conceived, developed or made by the Employee (alone or with others) during the term of this Agreement ("Work Product") belong to the Company. The Employee will cooperate fully in the establishment and maintenance of all rights of the Company and its subsidiaries and affiliates in such Work Product. The provisions of this Section 8(D) will survive termination of this Agreement indefinitely to the extent necessary to require actions to be taken by the Employee after the termination of the Agreement with respect to Work Product created during the term of this Agreement.

E. Enforcement. The Parties agree and acknowledge that the restrictions contained in this Section 8 are reasonable in scope and duration and are necessary to protect the Company or any of its subsidiaries or affiliates. If any covenant or agreement contained in this Section 8 is found by a court having jurisdiction to be unreasonable in duration, geographical scope or character of restriction, the covenant or agreement will not be rendered unenforceable thereby but rather the duration, geographical scope or character of restriction of such covenant or agreement will be reduced or modified with retroactive effect to make such covenant or agreement reasonable, and such covenant or agreement will be enforced as so modified. The Employee agrees and acknowledges that the breach of this Section 8 will cause irreparable injury to the Company or any of its subsidiaries or affiliates and upon the breach of any provision of this Section 8, the Company or any of its subsidiaries or affiliates shall be entitled to injunctive relief, specific performance or other equitable relief, without being required to post a bond; provided, however, that, this shall in no way limit any other remedies which the Company or any of its subsidiaries or affiliates may have (including, without limitation, the right to seek monetary damages).

9. Representations. The Employee hereby represents and warrants to the Company that (i) the execution, delivery and full performance of this Agreement by the Employee does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which the Employee is a party or any judgment, order or decree to which the Employee is subject; (ii) the Employee is not a party or bound by any employment agreement, consulting agreement, agreement not to compete, confidentiality agreement or similar agreement with any other person or entity; and (iii) upon the execution and delivery of this Agreement by the Employee and the Company, this Agreement will be the Employee's valid and binding obligation, enforceable in accordance with its terms.

10. **Arbitration.** In the event of any dispute between the Company and the Employee with respect to this Agreement, either party may, in its sole discretion by notice to the other, require such dispute to be submitted to arbitration. The arbitrator will be selected by agreement of the Parties or, if they cannot agree on an arbitrator or arbitrators within 30 days after the giving of such notice, the arbitrator will be selected by the American Arbitration Association. The determination reached in such arbitration will be final and binding on both Parties without any right of appeal. Execution of the determination by such arbitrator may be sought in any court having jurisdiction. Unless otherwise agreed by the Parties, any such arbitration will take place in West Palm Beach, Florida and will be conducted in accordance with the rules of the American Arbitration Association. If the Employee is the prevailing party in any such arbitration, he will be entitled to reimbursement by the Company of all reasonable costs and expenses (including attorneys' fees incurred in such arbitration).

11. **Assignment.** The Employee may not assign, transfer, convey, mortgage, hypothecate, pledge or in any way encumber the compensation or other benefits payable to the Employee or any rights which the Employee may have under this Agreement. Neither the Employee nor the Employee's beneficiary or beneficiaries will have any right to receive any compensation or other benefits under this Agreement, except at the time, in the amounts and in the manner provided in this Agreement. This Agreement will inure to the benefit of and will be binding upon any successor to the Company, and any successor to the Company shall be authorized to enforce the terms and conditions of this Agreement, including the terms and conditions of the restrictive covenants contained in Section 8 hereof. As used in this Agreement, the term "successor" means any person, firm, corporation or other business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all of the capital stock or assets of the Company. This Agreement may not otherwise be assigned by the Company.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida without regard to the application of conflicts of laws.

13. **Entire Agreement.** This Agreement constitutes the only agreement between the Company and the Employee regarding the Employee's employment by the Company. This Agreement supersedes any and all other agreements and understandings, written or oral, between the Company and the Employee regarding the subject matter hereof and thereof. A waiver by either party of any provision of this Agreement or any breach of such provision in an instance will not be deemed or construed to be a waiver of such provision for the future, or of any subsequent breach of such provision. This Agreement may be amended, modified or changed only by further written agreement between the Company and the Employee, duly executed by both Parties.

14. **Severability; Survival.** In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification then eliminated herefrom) to the extent necessary to permit the remaining provisions to be enforced in accordance with the Parties' intention. The provisions of Section 8 (and the restrictive covenants contained therein) shall survive the termination for any reason of this Agreement and/or the Employee's relationship with the Company.

15. **Notices.** Any and all notices required or permitted to be given hereunder will be in writing and will be deemed to have been given when deposited in United States mail, certified or registered mail, postage prepaid. Any notice to be given by the Employee hereunder will be addressed to the Company to the attention of its General Counsel at its main offices, 4955 Technology Way, Boca Raton, Florida 33431. Any notice to be given to the Employee will be addressed to the Employee at the Employee's residence address last provided by the Employee to Company. Either party may change the address to which notices are to be addressed by notice in writing to the other party given in accordance with the terms of this Section.

16. **Headings.** Section headings are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement or any of its terms and conditions.

17. SECTION 409A COMPLIANCE.

A. **GENERAL.** It is the intention of both the Company and the Employee that the benefits and rights to which the Employee is entitled pursuant to this Agreement comply with Code Section 409A, to the extent that the requirements of Code Section 409A are applicable thereto, and the provisions of this Agreement shall be construed in a manner consistent with that intention. If the Employee or the Company believes, at any time, that any such benefit or right that is subject to Code Section 409A does not so comply, it shall promptly advise the other and shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Code Section 409A (with the most limited possible economic effect on the Employee and on the Company).

B. **DISTRIBUTIONS ON ACCOUNT OF SEPARATION FROM SERVICE.** To the extent required to comply with Code Section 409A, any payment or benefit required to be paid under this Agreement on account of termination of the Employee's service (or any other similar term) shall be made only in connection with a "separation from service" with respect to the Employee within the meaning of Code Section 409A.

C. **NO ACCELERATION OF PAYMENTS.** Neither the Company nor the Employee, individually or in combination, may accelerate any payment or benefit that is subject to Code Section 409A, except in compliance with Code Section 409A and the provisions of this Agreement, and no amount that is subject to Code Section 409A shall be paid prior to the earliest date on which it may be paid without violating Code Section 409A.

D. **SIX MONTH DELAY FOR SPECIFIED EMPLOYEES.** In the event that the Employee is a "specified employee" (as described in Code Section 409A), and any payment or benefit payable pursuant to this Agreement constitutes deferred compensation under Code Section 409A, then the Company and the Employee shall cooperate in good faith to undertake any actions that would cause such payment or benefit not to constitute deferred compensation under Code Section 409A. In the event that, following such efforts, the Company determines (after consultation with its counsel) that such payment or benefit is still subject to the six-month delay requirement described in Code Section 409A(2)(b) in order for such payment or benefit to comply with the requirements of Code Section 409A, then no such payment or benefit shall be made before the date that is six months after the Employee's "separation from service" (as described in Code Section 409A) (or, if earlier, the date of the Employee's death). Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

E. TREATMENT OF EACH INSTALLMENT AS A SEPARATE PAYMENT. For purposes of applying the provisions of Code Section 409A to this Agreement, each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment. In addition, to the extent permissible under Code Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

F. REIMBURSEMENTS AND IN-KIND BENEFITS. With respect to reimbursements and in-kind benefits that may be provided under the Agreement (the "Reimbursement Plans"), to the extent any benefits provided under the Reimbursement Plans are subject to Section 409A, the Reimbursement Plans shall meet the following requirements:

(i) Reimbursement Plans shall use an objectively determinable, nondiscretionary definition of the expenses eligible for reimbursement or of the in-kind benefits to be provided;

(ii) Reimbursement Plans shall provide that the amount of expenses eligible for reimbursement, or in-kind benefits provided, during the Employee's taxable year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided, however, that Reimbursement Plans providing for reimbursement of expenses referred to in Code Section 105(b) shall not fail to meet the requirement of this Section 18(G)(ii) solely because such Reimbursement Plans provide for a limit on the amount of expenses that may be reimbursed under such arrangements over some or all of the period in which Reimbursement Plans remain in effect;

(iii) The reimbursement of an eligible expense is made on or before the last day of the Employee's taxable year following the taxable year in which the expense was incurred; and

(iv) The right to reimbursement or in-kind benefits under the Reimbursement Plans shall not be subject to liquidation or exchange for another benefit.

G. EMPLOYEE BENEFITS. With respect to any Employee Benefits that do not comply with (or are not exempt from) Code Section 409A, to the extent applicable, the Employee shall be deemed to receive from the Company a monthly payment necessary for the Employee to purchase the benefit in question.

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

THE GEO GROUP, INC.

By: /s/ George C. Zoley
Name: George C. Zoley
Title: Chairman & Chief Executive Officer

EMPLOYEE

By: /s/ Shayn P. March
Name: Shayn P. March
Title: EVP, Treasurer

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this “Agreement”) is entered into effective January 1, 2024 (the “Effective Date”) by and between The GEO Group, Inc. (the “Company”) and Wayne Calabrese (the “Executive” and, together with the Company, the “Parties”).

WHEREAS, the Executive is currently employed by the Company as its Senior VP and Chief Operating Officer under a prior Employment Agreement, as amended; and

WHEREAS, the Company wishes to promote and appoint the Executive, and the Executive hereby accepts promotion and appointment to, the position of President and Chief Operating Officer as of the Effective Date; and

WHEREAS, this Agreement shall, as of its Effective Date, supersede and replace the Executive’s prior Employment Agreement, as amended; and

WHEREAS, the terms of this Agreement have been reviewed and approved by the members of the Compensation Committee of the Board of Directors of the Company (the “Compensation Committee”).

WHEREAS, the terms of this Agreement have been reviewed and approved by the Board of Directors of the Company (the “Board”);

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Position and Duties.** The Company hereby agrees to employ the Executive in the position and title of President and Chief Operating Officer (“President & COO”) of the Company, and the Executive hereby agrees to be employed in such capacity. The Executive will perform all duties and responsibilities as directed by the Company’s Executive Chairman and Chief Executive Officer. The Executive shall report directly to the Executive Chairman and Chief Executive Officer. He shall have all authority and responsibility inherent in the position of and commensurate with the President & COO title, including ultimate responsibility for and authority over operating divisions of the Company and such other areas of responsibility as may be assigned from time to time. The Executive agrees to devote all of the Executive’s full business time and attention exclusively to the performance of the Executive’s duties hereunder and in furtherance of the business of the Company and its affiliates. The Executive shall (A) perform the Executive’s duties and responsibilities hereunder faithfully and to the best of the Executive’s abilities in a diligent manner and in accordance with the Company’s policies, (B) use the Executive’s best efforts to promote the success of the Company, (C) not do anything, or permit anything to be done at the Executive’s direction, that is intended to be inconsistent with the Executive’s duties to the Company or opposed to the best interests of the Company or which is a conflict of interest, in each case, subject to applicable law, and (D) not be or become an officer, director, manager, employee, advisor or consultant of any business other than that of the Company (or its affiliates), unless the Executive receives advance written approval from the Board. Notwithstanding the foregoing, the Executive may engage in professional, civic and not-for-profit activities, as long as such activities do not interfere with the Executive’s performance of the Executive’s duties to the Company or the commitments made by the Executive in this Agreement.

2. Term of Agreement and Employment. The term of the Executive's employment under this Agreement will be effective January 1, 2024, the date of the Executive's appointment to the Position, and shall continue for a two-year period through December 31, 2025. The term of employment under this Agreement may be extended by mutual agreement of the Parties on a month-to-month basis, subject to the termination provisions of Sections 6 and 7 of this Agreement.

3. Definitions.

- A. **Cause.** "Cause" for the Executive's separation from employment hereunder shall be deemed to exist if, in the reasonable judgment of the Company's Executive Chairman and Board: (i) the Executive commits fraud, theft or embezzlement against the Company or any subsidiary or affiliate thereof; (ii) the Executive commits a felony or a crime involving moral turpitude; (iii) the Executive breaches any non-competition, confidentiality or non-solicitation agreement with the Company or any subsidiary or affiliate thereof; (iv) the Executive breaches any of the terms of this Agreement and fails to cure such breach within 30 days after the receipt of written notice of such breach from the Company; or (v) the Executive engages in gross negligence or willful misconduct that causes harm to the business and operations of the Company or a subsidiary or affiliate thereof.
- B. **Good Reason.** Separation from employment by the Executive for "Good Reason" shall mean termination of this Agreement by the Executive upon the occurrence of one of the following events or conditions without the consent of the Executive:
- (i) A material reduction in the Executive's authority, duties or responsibilities;
 - (ii) A material reduction in the authority, duties or responsibilities of the Executive, including any requirement that the Executive is required to report to any person or entity other than the Executive Chairman and the Board;
 - (iii) A material reduction in the budget over which the Executive retains authority;
 - (iv) Any material reduction in the Executive's Annual Base Salary (as defined below) or material adverse change in the terms or basis by which the Executive's Annual Performance Award is calculated as of the Effective Date, including a suspension, discontinuation or termination of such Annual Performance Award by the Board or any committee thereof;
 - (v) A change in the location of the Executive's principal place of employment by the Company of more than 50 miles from the location at which he was principally employed; or
 - (vi) Any material breach of this Agreement by the Company.

Notwithstanding the foregoing, the Executive's separation from employment shall not be deemed to be for Good Reason unless: (i) the Executive terminates this Agreement no later than six (6) months following the initial existence of the above referenced event or condition which is the basis for such termination (it being understood that each instance of any such event shall constitute a separate basis for such termination and a separate event or condition occurring on the date of such instance for purposes of calculating the six (6) month period); and (ii) the Executive provides to the Company a written notice of the existence of the above referenced event or condition which is the basis for the termination within 90 days following the initial existence of such event or condition, and the Company fails to remedy such event or condition within 30 days following the receipt of such notice.

4. Compensation.

- A. **Annual Base Salary.** Executive shall be paid an annual base salary of Seven Hundred Thousand Dollars (\$700,000.00) (as such may be amended from time to time, the “Annual Base Salary”). The annual base salary is subject to review each calendar year and possible increase in the sole discretion of the Compensation Committee. The Annual Base Salary shall be payable at such regular times and intervals as the Company customarily pays its senior executives from time to time.
- B. **Annual Performance Award.** For each fiscal year of employment during which the Company employs the Executive, the Executive shall be entitled to receive a target annual performance award of eighty percent (80%) of Executive’s Annual Base Salary, in accordance with the terms of any plan governing senior management performance awards then in effect as established by the Compensation Committee (the “Annual Performance Award”), with such Annual Performance Award to be paid in accordance with the terms of the applicable plan. For the avoidance of doubt, Executive shall continue to be eligible to receive a target annual performance award for the 2023 fiscal year of seventy-five percent (75%) of Executive’s annual base salary at the level in effect during the 2023 fiscal year, to be paid in accordance with the terms of the applicable plan.
- C. **Stock Incentive Plan.** For each fiscal year of employment during which the Company employs the Executive, the Executive shall be entitled to participate in the Amended and Restated The GEO Group, Inc. 2018 Stock Incentive Plan, or any successor plan (the “Stock Incentive Plan”), in accordance with the terms of the Stock Incentive Plan, including stock option awards, restricted stock awards, performance awards, stock appreciation rights, and any other award allowed by the Stock Incentive Plan.
- D. **Taxes.** All forms of compensation paid or payable to the Executive from the Company, whether under this Agreement or otherwise, are subject to reduction to reflect applicable withholding and payroll taxes.

5. **Executive Benefits.** The Executive will be entitled to thirty-one (31) paid-time-off (PTO) days for vacation and personal use per fiscal year. The Executive, the Executive’s spouse, and qualifying members of the Executive’s 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 the Company, including any group health, dental, life insurance, disability, or other form of executive benefit plan or program of the Company now existing or that may be later adopted by the Company (collectively, the “Executive Benefits”).

6. **Death or Disability.** The Executive’s employment will end immediately upon the Executive’s death. If the Executive becomes physically or mentally disabled so as to become unable for a period of more than five (5) consecutive months or for shorter periods aggregating at least five (5) months during any twelve (12) month period to perform the Executive’s duties hereunder on a substantially full-time basis, the Executive’s employment will terminate as of the end of such five (5) month or twelve (12) month period and this shall be considered a “Disability” under this Agreement. Upon a separation from employment by reason of a Disability, Executive’s eligibility for benefits under the Company’s disability insurance program, if any then in effect, shall continue to be governed by the terms of such plan.

7. Separation from Employment. Either the Executive or the Company may terminate the Executive's employment under this Agreement at any time and for any reason (other than Death or Disability, as contemplated in Section (6) of this Agreement) upon not less than thirty (30) days written notice. Regardless of the reason for separation of employment or by whom it is initiated, the Executive shall be paid, no later than thirty (30) days after the Executive's separation date or by such earlier date as may be required by applicable law: (A) the aggregate amount of the Executive's earned but unpaid Annual Base Salary then in effect through the date of such separation; (B) incurred but unreimbursed, documented, and reasonable reimbursable business expenses through the date of such separation; and (C) any other amounts due under applicable law, in each case earned and owing through the date of separation (the "Accrued Obligations"). Executive's eligibility for any Annual Performance Award following the date of separation for the period preceding the date of separation will be determined in accordance with the terms of the applicable plan.

A. **Separation from Employment by the Executive for Good Reason, by the Company Without Cause, or Upon the Death or Disability of the Executive.** Upon the Executive's separation from employment under this Agreement by the Executive for Good Reason, by the Company without Cause, or upon the Death (as defined in Section 6 of this Agreement) (in which case, the provisions of Section 7(A)(i) – (v) shall inure to the benefit of the Executive's covered dependents, or to the extent applicable, to the Executive's estate) or Disability of the Executive, the following shall apply:

(i) **Separation Payment.** If the Executive incurs a "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended and Treasury Regulation Section 1.409A-1(h)) (a "Separation from Service") by reason of a separation of the Executive's employment by the Company without Cause, by the Executive for Good Reason, or upon the Death or Disability of the Executive, in addition to the Accrued Obligations, and subject to the conditions set forth in this Section 7(A)(i), the Company shall pay the Executive (or to the Executive's heirs, beneficiaries or estate, as applicable) severance in an amount equal to the sum of one-half the Executive's Annual Base Salary in effect immediately prior to the date the Executive separates from employment (the "Severance"), less taxes and other applicable withholdings, payable over a period of six (6) months, in six (6) equal installments. It shall be a condition to Executive's right to receive the Severance that Executive (or the Executive's heirs, beneficiaries, or estate, as applicable) execute and deliver to the Company an effective general release of claims in a form prescribed by the Company (the "Release"), within twenty-one (21) days (or, to the extent required by law, forty-five (45) days) following the effective date of separation of employment, and that the Executive not revoke such Release during any applicable revocation period. Upon timely execution and delivery of the Release by the Executive (or the Executive's heirs, beneficiaries or estate, as applicable) to the Company, the installment payments of the Severance shall begin on the Company's first regular payroll date that is after the later of the date on which the Executive delivered to the Company the Release signed by the Executive (or the Executive's heirs, beneficiaries or estate, as applicable) or the end of any applicable revocation period (unless a longer period is

required by law) and shall continue monthly thereafter (on the corresponding payroll date of each subsequent month) until the Severance is paid in full. Notwithstanding the foregoing, if the earliest payment commencement date determined under the preceding sentence is in one taxable year of the Executive and the latest possible payment commencement date is in a second taxable year of Executive, the first installment payment of the Severance shall be made on the Company's first regular payroll date that is in the second taxable year and that is after the end of the applicable revocation period.

- (ii) **Automobile.** Within ten (10) days following the Executive's separation from employment, the Company shall transfer all of its interest in any automobile used by the Executive pursuant to the Company's Executive Automobile Policy (the "Executive Automobile Policy") and shall pay the balance of any outstanding loans or leases on such automobile (whether such obligations are those of the Executive or the Company) so that the Executive owns the automobile outright (in the event such automobile is leased, the Company shall pay the residual cost of such lease). Notwithstanding the foregoing, if the earliest transfer-payment date determined under the preceding sentence is in one taxable year of the Executive and the latest possible transfer-payment date is in a second taxable year of the Executive, the transfer shall not occur until the first business day of the second taxable year that is after the end of the applicable revocation period of the Release. Executive acknowledges that the then-current fair market value of the automobile shall be subject to applicable statutory payroll withholdings and deductions and will be reported on IRS Form W-2.
- (iii) **Separation Stock Options and Restricted Stock.** All of the outstanding unvested stock options and restricted stock granted to the Executive prior to separation from employment will fully vest immediately upon separation from employment, provided however, that any restricted stock that is still subject to performance based vesting at the time of such separation from employment shall only vest when and to the extent the Compensation Committee certifies that the performance goals are actually met.

B. **Separation from Employment by Resignation of Executive without Good Reason or by the Company with Cause.** Upon the Executive's separation from employment by the resignation of the Executive without Good Reason, by the Company with Cause, or for any other reason other than a reason described in Section 7(A) above, the Executive shall be due no further compensation under this Agreement related to Annual Base Salary, Annual Performance Award, Executive Benefits, or Termination Payment other than the Accrued Obligations, which amounts shall be paid to the Executive within 10 days of separation from employment. Notwithstanding the foregoing provisions, if the Executive's separation from employment occurs on December 31, 2025, or on any date thereafter (the "Full Term Separation Date"), all of the outstanding unvested stock options and restricted stock granted to the Executive prior to the Full Term Separation Date will fully vest immediately as of such date, provided however, that any restricted stock that is still subject to performance based vesting as of the Full Term Separation Date shall only vest when and to the extent the

Compensation Committee certifies that the performance goals are actually met, and provided further that the Executive remains in full compliance with the Restrictive Covenants set forth in Section 8, below, which compliance shall be a necessary condition of and prerequisite for the further vesting of any stock granted to the Executive prior to the Full Term Separation Date.

- C. **Retirement Plan Rights.** Executive acknowledges that Executive is not eligible for retirement benefits under the Company's Senior Officer Retirement Plan based on his prior employment and retirement at the end of 2010, which resulted in Executive taking his retirement benefits at that time.

8. Restrictive Covenants.

- A. **General.** The Company and the Executive hereby acknowledge and agree that (i) the Executive is in possession of trade secrets (as defined in Section 688.002(4) of the Florida Statutes) of the Company (the "Trade Secrets"), (ii) the restrictive covenants contained in this Section 8 are justified by legitimate business interests of the Company, including, but not limited to, the protection of the Trade Secrets, in accordance with Section 542.335(1)(e) of the Florida Statutes, and (iii) the restrictive covenants contained in this Section 8 are reasonably necessary to protect such legitimate business interests of the Company.
- B. **Non-Competition.** In consideration for the separation from employment payments and benefits that the Executive may receive in accordance with Section 7(A) of this Agreement, the Executive agrees that during the period of the Executive's employment with the Company and until three years after the Executive's separation from employment with the Company, the Executive will not, directly or indirectly, either (i) on the Executive's own behalf or as a partner, officer, director, trustee, executive, agent, consultant or member of any person, firm or corporation, or otherwise, enter into the employ of, render any service to, or engage in any business or activity which is the same as or competitive with any business or activity conducted by the Company or any of its majority-owned subsidiaries, or (ii) become an officer, employee or consultant of, or otherwise assume a substantial role or relationship with, any governmental entity, agency or political subdivision that is a client or customer of the Company or any subsidiary or affiliate of the Company; provided, however, that the foregoing shall not be deemed to prevent the Executive from investing in securities of any company having a class of securities which is publicly traded, so long as through such investment holdings in the aggregate, the Executive is not deemed to be the beneficial owner of more than 5% of the class of securities that is so publicly traded. During the period of the Executive's employment and until three years after the Executive's separation employment, the Executive will not, directly or indirectly, on the Executive's own behalf or as a partner, shareholder, officer, executive, director, trustee, agent, consultant or member of any person, firm or corporation or otherwise, seek to employ or otherwise seek the services of any executive of the Company or any of its majority-owned subsidiaries.

C. Confidentiality.

- (i) During and following the period of the Executive's employment with the Company, the Executive will not use for the Executive's own benefit or for the benefit of others, or divulge to others, any information, Trade Secrets, knowledge or data of a secret or confidential nature and otherwise not available to members of the general public that concerns the business or affairs of the Company or its subsidiaries or affiliates and which was acquired by the Executive at any time prior to or during the term of the Executive's employment with the Company ("Confidential Information"), except with the specific prior written consent of the Company. For purposes of this Agreement, the term "Confidential Information" shall include all information, whether written or oral, tangible or intangible (in any form or format), of a private, secret, proprietary or confidential nature, of or concerning the Company, its subsidiaries or affiliates or their business or operations, including without limitation: Trade Secrets or other confidential or proprietary information which is not publicly known or generally known in the industry; the identity, background and preferences of any current or prospective clients, investors, suppliers, vendors, referral sources and business affiliates; pricing and financial information; current and prospective client, investors, supplier or vendor lists and leads; proposals with prospective clients, investors, suppliers, vendors or business affiliates; contracts with clients, investors, suppliers, vendors or business affiliates; marketing plans; brand standards guidelines; proprietary computer software and systems; marketing materials and information; operating and business plans and strategies; research and development; policies and manuals; personnel information of employees that is private and confidential; any information related to the compensation of employees, consultants, agents or representatives of the Company, its subsidiaries or affiliates; sales and financial reports and forecasts; any information concerning any product, technology or procedure employed by the Company but not generally known to its current or prospective clients, investors, suppliers, vendors or competitors, or under development by or being tested by the Company, its subsidiaries or affiliates; any Work Product (as defined in Section 9 (D) below); and information concerning planned or pending acquisitions or divestitures.
- (ii) The Executive agrees that all Confidential Information shall be the Company's sole property during and after the Executive's employment with the Company. The Executive agrees that the Executive will not remove any hard copies of Confidential Information from the Company's premises, will not download, upload or otherwise transfer copies of Confidential Information to any external storage media or cloud storage (except as necessary in the performance of the Executive's duties for the Company and for the Company's sole benefit), and will not print hard copies of any Confidential Information that the Executive accesses electronically from a remote location (except as necessary in the performance of the Executive's duties for the Company and for the Company's sole benefit).

- (iii) Should the Executive be compelled to disclose Confidential Information pursuant to any governmental, judicial or administrative order, subpoena, discovery request, regulatory request or similar method (“Compelled Disclosure”), unless prohibited by law, Executive will promptly notify the Company in writing of any such demand for disclosure, and permit the Company a reasonable time (at least five (5) business days) to seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Executive agrees that the Executive shall not oppose and shall cooperate with efforts by the Company to obtain a protective order or other relief. Notwithstanding the foregoing, if the Company is unable to obtain or does not seek a protective order or other relief from Compelled Disclosure and the Executive is legally required to disclose such Confidential Information, a limited disclosure of such Confidential Information may be made by the Executive.
- (iv) Notwithstanding anything in the foregoing sections to the contrary, nothing in this Agreement is intended to, nor shall it, prohibit, prevent, impede, interfere or limit the Executive’s ability, without any prior notice to or approval by the Company, to: (1) report or discuss instances of discrimination, harassment, retaliation, sexual harassment or sexual assault; (2) report possible violations of any law, rule or regulation to any federal, state or local governmental department, commission, bureau, agency, entity or subdivision, including but not limited to the United States Department of Justice, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, any agency Inspector General or any legislative body or committee (any of the foregoing, a “Governmental Body”); (3) file a charge or complaint with any Governmental Body with respect to any matters that are protected under the non-discrimination or whistleblower provisions of any federal, state or local law (a “Protected Matter”); (4) testify in any proceedings regarding a Protected Matter; (5) participate in or provide testimony in any investigation or proceeding conducted by any Governmental Body, or otherwise communicate with any Governmental Body with respect to any Protected Matter; or (6) apply for or receive any monetary award from a whistleblower award or bounty program of any Governmental Body with respect to the furnishing of information to a Governmental Body.
- (v) The Executive also acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that: (1) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Executive further acknowledges that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the Trade Secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (A) files any document containing the Trade Secret under seal; and (B) does not disclose the Trade Secret, except pursuant to court order.

- (vi) Upon the request of the Company, and in any event upon the separation of the Executive's employment with the Company, the Executive shall immediately return to the Company all materials, including all copies in whatever form, containing Confidential Information which are in the Executive's possession or under the Executive's control.
- D. **Work Product.** The Executive agrees that all programs, inventions, innovations, improvements, developments, methods, designs, analyses, reports and all similar or related information which relate to the business of the Company and its subsidiaries or affiliates, actual or anticipated, or to any actual or anticipated research and development conducted in connection with the business of the Company and its subsidiaries or affiliates, and all existing or future products or services, which are conceived, developed or made by the Executive (alone or with others) during the term of this Agreement ("Work Product") belong to the Company. The Executive will cooperate fully in the establishment and maintenance of all rights of the Company and its subsidiaries or affiliates in such Work Product. The provisions of this Section 8(D) will survive termination of this Agreement indefinitely to the extent necessary to require actions to be taken by the Executive after the termination of the Agreement with respect to Work Product created during the term of this Agreement.
- E. **Enforcement.** The Parties agree and acknowledge that the restrictions contained in this Section 8 are reasonable in scope and duration and are necessary to protect the Company or any of its subsidiaries or affiliates. If any covenant or agreement contained in this Section 8 is found by a court having jurisdiction to be unreasonable in duration, geographical scope or character of restriction, the covenant or agreement will not be rendered unenforceable thereby but rather the duration, geographical scope or character of restriction of such covenant or agreement will be reduced or modified with retroactive effect to make such covenant or agreement reasonable, and such covenant or agreement will be enforced as so modified. The Executive agrees and acknowledges that the breach of this Section 8 will cause irreparable injury to the Company or any of its subsidiaries or affiliates and upon the breach of any provision of this Section 8, the Company or any of its subsidiaries or affiliates shall be entitled to injunctive relief, specific performance or other equitable relief, without being required to post a bond; PROVIDED, HOWEVER, that, this shall in no way limit any other remedies which the Company or any of its subsidiaries or affiliates may have (including, without limitation, the right to seek monetary damages).
- F. **Clawback.** Notwithstanding anything in this Agreement to the contrary, Executive acknowledges that the Company may be entitled or required by law, pursuant to The GEO Group, Inc. Clawback Policy (the "**Clawback Policy**") or the requirements of an exchange on which the Company's shares of common stock are listed for trading, to recoup compensation paid to Executive pursuant to this Agreement or otherwise, and Executive agrees to comply with any such request or demand for recoupment by the Company to the extent consistent with the Clawback Policy or applicable law. Executive acknowledges that the Clawback Policy may be modified from time to time in the sole discretion of the Company.

9. **Representation.** The Executive hereby represents and warrants to the Company that (i) the execution, delivery and full performance of this Agreement by the Executive does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which the Executive is a party or any judgment, order or decree to which the Executive is subject; (ii) the Executive is not a party or bound by any employment agreement, consulting agreement, agreement not to compete, confidentiality agreement or similar agreement with any other person or entity; and (iii) upon the execution and delivery of this Agreement by the Executive and the Company, this Agreement will be the Executive's valid and binding obligation, enforceable in accordance with its terms.

10. **Arbitration.** In the event of any dispute between the Company and the Executive with respect to this Agreement, either party may, in its sole discretion by notice to the other, require such dispute to be submitted to arbitration. The arbitrator will be selected by agreement of the Parties or, if they cannot agree on an arbitrator or arbitrators within 30 days after the giving of such notice, the arbitrator will be selected by the American Arbitration Association. The determination reached in such arbitration will be final and binding on both Parties without any right of appeal. Execution of the determination by such arbitrator may be sought in any court having jurisdiction. Unless otherwise agreed by the Parties, any such arbitration will take place in West Palm Beach, Florida and will be conducted in accordance with the rules of the American Arbitration Association. If the Executive is the prevailing party in any such arbitration, he will be entitled to reimbursement by the Company of all reasonable costs and expenses (including attorneys' fees incurred in such arbitration).

11. **Assignment.** The Executive may not assign, transfer, convey, mortgage, hypothecate, pledge or in any way encumber the compensation or other benefits payable to the Executive or any rights which the Executive may have under this Agreement. Neither the Executive nor the Executive's beneficiary or beneficiaries will have any right to receive any compensation or other benefits under this Agreement, except at the time, in the amounts and in the manner provided in this Agreement. This Agreement will inure to the benefit of and will be binding upon any successor to the Company, and any successor to the Company shall be authorized to enforce the terms and conditions of this Agreement, including the terms and conditions of the restrictive covenants contained in Section 8 hereof. As used in this Agreement, the term "successor" means any person, firm, corporation or other business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all of the capital stock or assets of the Company. This Agreement may not otherwise be assigned by the Company.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida without regard to the application of conflicts of laws.

13. **Entire Agreement.** This Agreement constitutes the only agreements between Company and the Executive regarding the Executive's employment by the Company. This Agreement supersedes all other agreements and understandings, written or oral, between the Company and the Executive regarding the subject matter hereof and thereof. A waiver by either party of any provision of this Agreement or any breach of such provision in an instance will not be deemed or construed to be a waiver of such provision for the future, or of any subsequent breach of such provision. This Agreement may be amended, modified or changed only by further written agreement between the Company and the Executive, duly executed by both Parties.

14. **Severability; Survival.** In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification then eliminated herefrom) to the extent necessary to permit the remaining provisions to be enforced in accordance with the Parties' intention. The provisions of Section 8 (and the restrictive covenants contained therein) shall survive the termination for any reason of this Agreement and/or the Executive's relationship with the Company.

15. **Notices.** All notices required or permitted to be given hereunder will be in writing and will be deemed to have been given when deposited in United States mail, certified or registered mail, postage prepaid. Any notice to be given by the Executive hereunder will be addressed to the Company to the attention of its General Counsel at its main offices, 4955 Technology Way, Boca Raton, Florida 33431. Any notice to be given to the Executive will be addressed to the Executive at the Executive's residence address last provided by the Executive to the Company. Either party may change the address to which notices are to be addressed by notice in writing to the other party given in accordance with the terms of this Section.

16. **Headings.** Section headings are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement or any of its terms and conditions.

17. Section 409A Compliance.

- A. **General.** It is the intention of both the Company and the Executive that the benefits and rights to which the Executive is entitled pursuant to this Agreement comply with Code Section 409A, to the extent that the requirements of Code Section 409A are applicable thereto, and the provisions of this Agreement shall be construed in a manner consistent with that intention. If the Executive or the Company believes, at any time, that any such benefit or right that is subject to Code Section 409A does not so comply, it shall promptly advise the other and shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Code Section 409A (with the most limited possible economic effect on the Executive and on the Company).
- B. **Distributions on Account of Separation from Service.** To the extent required to comply with Code Section 409A, any payment or benefit required to be paid under this Agreement on account of termination of the Executive's service (or any other similar term) shall be made only in connection with a "separation from service" with respect to the Executive within the meaning of Code Section 409A.
- C. **No Acceleration of Payment.** Neither the Company nor the Executive, individually or in combination, may accelerate any payment or benefit that is subject to Code Section 409A, except in compliance with Code Section 409A and the provisions of this Agreement, and no amount that is subject to Code Section 409A shall be paid prior to the earliest date on which it may be paid without violating Code Section 409A.

- D. **Six Month Delay for Specified Employees.** In the event that the Executive is a “specified employee” (as described in Code Section 409A), and any payment or benefit payable pursuant to this Agreement constitutes deferred compensation under Code Section 409A, then the Company and the Executive shall cooperate in good faith to undertake any actions that would cause such payment or benefit not to constitute deferred compensation under Code Section 409A. In the event that, following such efforts, the Company determines (after consultation with its counsel) that such payment or benefit is still subject to the six-month delay requirement described in Code Section 409A(2)(b) in order for such payment or benefit to comply with the requirements of Code Section 409A, then no such payment or benefit shall be made before the date that is six months after the Executive’s “separation from service” (as described in Code Section 409A) (or, if earlier, the date of the Executive’s death). Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.
- E. **Treatment of Each Installment as a Separate Payment.** For purposes of applying the provisions of Code Section 409A to this Agreement, each separately identified amount to which the Executive is entitled under this Agreement shall be treated as a separate payment. In addition, to the extent permissible under Code Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.
- F. **Reimbursements and In-Kind Benefits.** With respect to reimbursements and in-kind benefits that may be provided under the Agreement (the “Reimbursement Plans”), to the extent any benefits provided under the Reimbursement Plans are subject to Section 409A, the Reimbursement Plans shall meet the following requirements:
- (i) Reimbursement Plans shall use an objectively determinable, nondiscretionary definition of the expenses eligible for reimbursement or of the in-kind benefits to be provided;
 - (ii) Reimbursement Plans shall provide that the amount of expenses eligible for reimbursement, or in-kind benefits provided, during the Executive’s taxable year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided, however, that Reimbursement Plans providing for reimbursement of expenses referred to in Code Section 105(b) shall not fail to meet the requirement of this Section 18(G)(ii) solely because such Reimbursement Plans provide for a limit on the amount of expenses that may be reimbursed under such arrangements over some or all of the period in which Reimbursement Plans remain in effect;
 - (iii) The reimbursement of an eligible expense is made on or before the last day of Executive’s taxable year following the taxable year in which the expense was incurred; and
 - (iv) The right to reimbursement or in-kind benefits under the Reimbursement Plans shall not be subject to liquidation or exchange for another benefit.
- G. **Executive Benefits.** With respect to any Executive Benefits that do not comply with (or are not exempt from) Code Section 409A, to the extent applicable, the Executive shall be deemed to receive from the Company a monthly payment necessary for the Executive to purchase the benefit in question.

- H. **Indemnification by the Company of Executive.** Notwithstanding the intention of the Company and the Executive that the benefits and rights to which the Executive is entitled pursuant to this Agreement comply with Code Section 409A, if any provision of this Agreement fails to comply with Code Section 409A and any payment or benefit paid or made to the Executive pursuant to the terms of this Agreement becomes subject to taxation pursuant to Code Section 409A, then the Company shall fully indemnify the Executive and hold the Executive harmless from any such taxation, and any costs, fees or expenses borne by the Executive in connection with such taxation; provided, however, that such indemnification obligation of the Company shall not apply to any taxation which could have been reasonably avoided by the Executive through an amendment to this Agreement which the Company timely proposed but which the Executive refused to make. The Company shall control any tax or other audit relating to any matter for which it may have an indemnification obligation pursuant to this Section 18(I). Notwithstanding anything in this Agreement to the contrary, any payment to indemnify the Executive pursuant to this Section 18(H) (including any amount paid to cover additional taxes imposed upon the Executive due to such initial payment), shall be made no later than the end of the Executive's taxable year in which the Executive remits the related taxes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

THE GEO GROUP, INC.

By: /s/ George C. Zoley

Name: George C. Zoley

Title: Executive Chairman

EXECUTIVE

By: /s/ Wayne H. Calabrese

Name: Wayne H. Calabrese



NEWS RELEASE

4955 Technology Way ■ Boca Raton, Florida 33431 ■ www.geogroup.com

CR-23-12

THE GEO GROUP ANNOUNCES SENIOR MANAGEMENT CHANGES

Boca Raton, Fla. – November 30, 2023 — The GEO Group, Inc. (NYSE: GEO) (“GEO” or the “Company”) announced today that following discussions between GEO and its Chief Executive Officer, Jose Gordo, the parties have agreed that Mr. Gordo will be departing as Chief Executive Officer and as a Board member on mutually agreeable terms and transitioning to the role of an advisor, effective December 31, 2023. Under the agreed terms of his departure, Mr. Gordo will enter into a fixed, 18-month advisory services agreement upon payment terms agreed to by the parties, pursuant to which Mr. Gordo will advise the Company with respect to litigation, client relations, operational issues, growth opportunities, financial management, and debt restructuring. The Company is seeking to continue Mr. Gordo’s services in these specific areas to benefit from his many years of experience in the industry, the deep relationships he has forged inside the Company and with its industry partners, his global operating perspectives, and his specific expertise in a specialized industry.

Brian Evans, who has been with the Company for 23 years and has served as the Company’s Chief Financial Officer for 14 years, has been appointed Chief Executive Officer, effective January 1, 2024. Shayn March, Executive Vice President, Finance and Treasurer, has been appointed Acting Chief Financial Officer, effective January 1, 2024. The Company and its Board of Directors will work with an external search firm to identify a permanent Chief Financial Officer.

Also effective January 1, 2024, Wayne Calabrese has been appointed President and Chief Operating Officer. Mr. Calabrese joined the Company in 1989, retiring as its President and Chief Operating Officer at the end of 2010. Following his service as a Company advisor, Mr. Calabrese rejoined the Company on a full-time basis in 2021 as head of the Legal Department. In 2022, Mr. Calabrese was appointed to his current position as Senior Vice President and Chief Operating Officer.

In addition, the Company confirmed that Dr. George Zoley, the Company’s Founder and Executive Chairman, will step down as Executive Chairman on June 30, 2026, at the end of his current employment term under his Executive Chairman Employment Agreement. Beginning on July 1, 2026, Dr. Zoley will continue his unparalleled 40-plus year industry leadership role as an Advisor to the Company while continuing to serve as the Company’s non-Executive Chairman of the Board of Directors, subject to shareholder approval.

—More—

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

(866) 301 4436

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 100 facilities totaling approximately 81,000 beds, including idle facilities and projects under development, with a workforce of up to approximately 18,000 employees.

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 for the year ended December 31, 2022, its Form 10-Qs for the quarters ended March 31, 2023, June 30, 2023 and September 30, 2023, and its Form 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