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 17, 2026

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

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

4955 Technology Way, Boca Raton, Florida	**33431**
(Address of Principal Executive Offices)	**(Zip Code)**

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

N/A
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

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

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

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

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

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

On November 17, 2026, CSC of Tacoma, LLC, a Delaware limited liability company ("CSC of Tacoma"), and Correctional Services Corporation, LLC, a Delaware limited liability company ("CSC" and, together with CSC of Tacoma, the "Sellers"), each a wholly owned subsidiary of The GEO Group, Inc., a Florida corporation ("GEO" or the "Company"), entered into a Purchase and Sale Agreement (the "Northwest Purchase Agreement") with the United States of America and its assigns, by and through the Department of Homeland Security (the "Buyer"), pursuant to which, and upon the terms and subject to the conditions set forth therein, the Sellers sold to Buyer the Company's 1,635-bed Northwest ICE Processing Center located in Tacoma, Washington (the "Northwest Facility"), and certain related assets and property for a purchase price of $453,000,000. The sale of the Northwest Facility was completed concurrently with the parties' entry into the Northwest Purchase Agreement.

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

After federal and state taxes and transaction fees and expenses, the Company expects to receive approximately $340 million in net proceeds from the sale of the Northwest Facility. The Company intends to use the net proceeds from the sale of the Northwest Facility, along with cashflow from operations, to enter into a $500 million accelerated share repurchase agreement as part of the existing capacity under the Company's $1.25 billion share repurchase authorization, which is effective through December 31, 2029.

The Company recently entered into a new 10-year management contract with U.S. Immigration and Customs Enforcement ("ICE"), effective October 28, 2026, for the provision of support services at the Northwest Facility, which is expected to continue through October 27, 2036. As is the case with all of the Company's contracts with government agencies, ICE has the ability to terminate the contract for non-appropriation of funds or for convenience and as a result, the Company can provide no assurance that it will continue to manage the Northwest Facility in the future.

In addition to the completed sale of the Northwest Facility, the Company remains engaged in an active negotiation process for the sale of several other company-owned facilities to ICE, which the Company believes could result in the sale of up to three additional company-owned facilities before the end of 2026, subject to mutual agreement on price and the Company's continued management of those facilities under long-term support services contracts. At this time, there is no definitive agreement in place nor a precise timeline for the closing of any additional transactions, and the Company can provide no assurance that any additional transactions will occur.

Cautionary Note Regarding Forward-Looking Statements

This Current Report on Form 8-K (this "Current Report") contains forward-looking statements regarding future events and future performance of the Company that involve risks and uncertainties that could materially and adversely affect actual results, including statements regarding the sale of the Northwest Facility, the Company's anticipated net proceeds from the sale of the Northwest Facility, the intended use of such net proceeds, the Company's plans to enter into a $500 million accelerated share repurchase agreement, the Company's expectation to continue providing support services at the Northwest Facility under its new 10-year contract with ICE, the Company's ability to successfully negotiate and consummate the sales of additional company-owned facilities to ICE on commercially acceptable terms or at all, and the Company's efforts to repurchase shares of common stock and enhance shareholder value. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "may," "will," "expect," "anticipate," "intend," "plan," "believe," "seek," "estimate," or "continue" or the negative of such words and similar expressions.

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

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

Item 2.01 Completion of Acquisition or Disposition of Assets.

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

Item 7.01 Regulation FD Disclosure.

On November 18, 2026, the Company issued a press release announcing the sale of the Northwest Facility and the Company's plans to enter into a $500 million accelerated share repurchase agreement. A copy of the press release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Purchase and Sale Agreement by and among CSC of Tacoma, LLC, Correctional Services Corporation, LLC and the United States of America, and its assigns, by and through the Department of Homeland Security, dated November 17, 2026.*
99.1	Press Release of the Company dated November 18, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain schedules and similar attachments have been omitted in reliance on Instruction 4 of Item 1.01 of Form 8-K and Item 601(a)(5) of Regulation S-K. The Company will provide, on a supplemental basis, a copy of any omitted schedule or similar attachment to the Securities and Exchange Commission or its staff upon request. Pursuant to Item 601(a)(6) of Regulation S-K, certain information has been redacted or omitted and marked by brackets and asterisks.

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.

November 19, 2026
Date

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

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

PURCHASE AND SALE AGREEMENT

by and between

CSC OF TACOMA, LLC, a Delaware limited liability company,
and
CORRECTIONAL SERVICES CORPORATION, LLC, a Delaware limited liability company,
as Sellers,

and

THE UNITED STATES OF AMERICA, AND ITS ASSIGNS,
BY AND THROUGH THE DEPARTMENT OF HOMELAND SECURITY

as Buyer

Dated as of November 17, 2026

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 17th day of November, 2026 (the "Effective Date") pursuant to 6 U.S.C. §§ 202, 251, and 551, and 8 U.S.C. §§ 1226 and 1231 by and between **CSC of Tacoma**, L.L.C., a Delaware limited liability company ("CSC of Tacoma") and **Correctional Services Corporation, LLC**, a Delaware limited liability company ("CSC") both having an address of 4955 Technology Way, Boca Raton, FL 33341(CSC of Tacoma and CSC, collectively, the "Seller" or "Sellers"), and **United States of America, and its assigns, by and through the Department of Homeland Security** ("Buyer") (collectively, "Parties"), and is joined in for the limited purposes set forth herein by Chicago Title Insurance Company, as escrow agent (the "Escrow Agent").

PROPERTY

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

B. Buildings and Improvements. The buildings (collectively, the "Buildings") contained within the Land with approximately 151,956 total square feet of space for the Northwest ICE Processing Center located on the Land and all other buildings, fixtures and other improvements located on the Land, all fixtures related thereto (collectively, the "Improvements").

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

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

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

AGREEMENT

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

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

2. **Purchase Price**. The purchase price for the Property shall be $453,000,000.00 (the "Purchase Price") and shall be paid at the Closing (as defined in Section 12.1 below) by wire transfer or immediately available funds, subject to any prorations, adjustments, and credits made pursuant to the terms of this Agreement including without limitation Section 4 below.

3. **RESERVED.**

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

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

   4.2. Sellers agree to keep all utility accounts in Sellers' names for fifteen (15) business days after Closing. Buyer agrees to credit of $73,093.50 for CSC of Tacoma at Closing for payment of those utilities. In the event there is above average use from and after Closing during the 15 business days, Sellers can seek reimbursement from Buyer for such additional usage and costs**.**

   4.3. **RESERVED.**

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

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

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

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

5. **Due Diligence**.

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

5.2. **RESERVED**.

5.3 **RESERVED.**

5.4. **RESERVED**.

6. **Environmental Representation.** Sellers represent that during its ownership it has not committed any acts or omissions that environmentally compromised the Property in a manner that resulted in the presence of hazardous substances or petroleum products in the environment or violates CERCLA, RCRA, Oil Pollution Act, the Clean Water Act, or the Washington Model Toxics Control Act, RCW 70A.305, and any other applicable state and local laws and all applicable regulations ("Environmental Laws"). To the best of Sellers' knowledge, Sellers further represent (i) Sellers have not received any written notice, claim or demand alleging a violation of Environmental Laws or requiring investigation, remediation or other response action with respect to the Property; (ii) Sellers have furnished to Buyer all environmental reports, sampling results, regulatory correspondence and other material environmental information concerning the Property in Sellers' possession or control; and (iii) Sellers have no actual knowledge of any release of hazardous substances at the Property other than the conditions identified in the environmental materials delivered to Buyer. Further, Sellers represent that to its knowledge, with no duty of investigation, except for the information that has been previously disclosed to or previously known by Buyer, no previous owners or tenants of the Property committed any acts or omission that environmentally compromised the Property in a manner that resulted in the presence of hazardous substances or petroleum products in the environment or violates CERCLA, RCRA, Oil Pollution Act, or the Clean Water Act, and corresponding state and local laws. Seller's representation in this Section shall survive Closing for a period of one (1) year and shall not merge into the Deed.

7. **Title and Survey**.

7.1. **Buyer Objections**.

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

7.1.2. Within five (5) Business Days following receipt of the Title Notice, Sellers shall give to Buyer a written notice ("Sellers' Response Title Notice") stating that (i) Sellers agree to cure one or more of the Title Objections identified in the Title Objection Notice on or before the Closing Date, or (ii) Sellers do not agree to, or cannot, cure one or more of the defects identified in the Title Objection Notice; it being understood and agreed that Sellers shall be obligated to eliminate prior to or as of the Closing all mortgages and assignments of leases and rents, mechanic's liens, tax liens, assessment

liens, judgment liens, attachments, mortgage liens, and other monetary liens affecting the Property which can be determined without resort to litigation unless created by Buyer or any Buyer affiliate ("Monetary Encumbrances"). In the event Sellers fail to timely deliver to Buyer a Sellers' Response Title Notice, Sellers shall be deemed to have elected not to cure any Title Objections including, without limitation, Monetary Encumbrances.

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

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

7.3. **Deed Restrictions and Use Limitations**. Sellers represent and warrant that the Property has not been used for any use other than its ordinary and present use.

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

8. **Possession.**

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

9. **Representations and Warranties**.

9.1. **Sellers Representations and Warranties**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.2.2. **RESERVED**.

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

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

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

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

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

10. **Additional Sellers Representations**.

10.1. **Affirmative Representations**. Sellers agree that during its period of ownership, it:

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

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

10.1.3. **RESERVED**.

10.1.4. **RESERVED**.

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

10.2. **Negative Representations**. Sellers agree that during its period of ownership, it did not:

10.2.1. **RESERVED**.

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

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

11. **Conditions to Closing.**

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

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

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

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

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

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

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

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

11.2.3. **RESERVED**.

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

12. **Closing**.

12.1. **Time of Closing**. The consummation of the purchase and sale of the Property (the "Closing") shall be held on or about November 17, 2026 (the "Closing Date"). The parties may also choose to use an Escrow procedure instead and shall consummate the transaction through Escrow on or before the Closing Date.

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

12.2.1. a general warranty deed to the Land, the Improvements, and the Appurtenances from Sellers, free from encumbrances except for the Permitted Encumbrances, substantially in the form attached as Schedules A-1 through A-4 hereto, duly executed and acknowledged by Sellers (the "Deeds");

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

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

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

12.2.5 **RESERVED;**

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

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

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

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

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

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

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

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

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

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

12.3.4. **RESERVED;**

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

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

13. **Default / Remedies**.

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

14. **Miscellaneous**.

14.1. **Brokers**.

14.1.1. RESERVED.

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

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

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

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

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

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

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

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

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

14.8. **Section 1031 Exchange.**

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

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

Sellers:

CSC of Tacoma, LLC
Correctional Services Corporation, LLC
Attn: Richard Kent Long
4955 Technology Way
Boca Raton, FL 33431
Email: [*]

With copy to:

CSC of Tacoma, LLC
Correctional Services Corporation, LLC
Attn: Scott Schipma, General Counsel
4955 Technology Way
Boca Raton, FL 33431
Email: [*]

Buyer:

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

With copy to:

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

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

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

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

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

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

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

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

14.14. **RESERVED.**

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

14.16. **RESERVED**.

14.17. **RESERVED**.

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

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

14.20. **Escrow Agent**.

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

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

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

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

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

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

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

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

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

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

14.25. **Buyer's Remedies**. In the event the Agreement is terminated by Sellers ("Termination Party") prior to Closing, Buyer shall be entitled to pursue the same remedies against the Sellers as it could pursue in the event of breach of the Agreement by the Sellers, but in no event shall Seller's monetary liability exceed $400,000.

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

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

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

[Remainder of page left intentionally blank.]

SELLERS:

CSC OF TACOMA, LLC

By: /s/ Richard K. Long
Name: Richard K. Long
Title: Authorized Person

CORRECTIONAL SERVICES CORPORATION, LLC

By: /s/ Richard K. Long
Name: Richard K. Long
Title: Authorized Person

BUYER:

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

By: /s/ Tamim Chowdhury
Name: Tamim Chowdhury
Title: Senior Real Estate Contracting Officer

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

Chicago Title Insurance Company

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

Exhibit 99.1

NEWS RELEASE

4955 Technology Way ∎ Boca Raton, Florida 33431 ∎ www.geogroup.com
CR-26-19

THE GEO GROUP SELLS NORTHWEST ICE PROCESSING CENTER FOR $453 MILLION AND ANNOUNCES PLANS TO ENTER INTO $500 MILLION ACCELERATED SHARE REPURCHASE AGREEMENT

Boca Raton, Fla. – November 18, 2026 — The GEO Group, Inc. (NYSE: GEO) ("GEO" or the "Company") announced today that the Company has completed the sale of its 1,635-bed Northwest ICE Processing Center located in Tacoma, Washington to the United States of America and its assigns, by and through the Department of Homeland Security, for a gross sales price of $453 million. After federal and state taxes and transaction fees and expenses, GEO expects to receive approximately $340 million in net proceeds.

As previously announced, GEO recently entered into a new 10-year management contract for the provision of support services at the Northwest ICE Processing Center, which is expected to continue through October 27, 2036. This new 10-year contract was the first to be awarded under an active federal procurement, which is expected to result in additional long-term contract awards for several other GEO-owned ICE Processing Centers.

GEO remains engaged in an active negotiation process for the sale of several other company-owned facilities to ICE, which GEO believes could result in the sale of up to three additional GEO-owned facilities before the end of 2026, subject to mutual agreement on price and GEO's continued management of those facilities under long-term support services contracts. At this time, there is no definitive agreement in place nor a precise timeline for the closing of any additional transactions, and GEO can provide no assurance that any additional transactions will occur.

GEO also announced today that it plans to use the net proceeds from the sale, along with cashflow from operations, to enter into a $500 million accelerated share repurchase agreement as part of the existing capacity under the Company's recently expanded $1.25 billion share repurchase authorization, which is effective through December 31, 2029.

George C. Zoley, GEO's Chairman, Chief Executive Officer and Founder, said, "We are pleased with the completion of this important asset sale to the U.S. federal government, and we look forward to continuing to provide high-quality secure support services at the Northwest ICE Processing Center under our new 10-year contract with ICE. We are proud of our 40-year public-private partnership with ICE, and we stand ready to continue to assist the federal government in meeting its immigration enforcement priorities. We remain focused on allocating capital to enhance long-term value for shareholders, including through accelerated share repurchases."

—More—

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

About The GEO Group

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

Use of forward-looking statements

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

- End -

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