

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): December 31, 2008

THE GEO GROUP, INC.

(Exact Name of Registrant as Specified in Its Charter)

Florida

(State or Other Jurisdiction of Incorporation)

1-14260

(Commission File Number)

65-0043078

(IRS Employer Identification No.)

621 NW 53rd Street, Suite 700, Boca Raton, Florida

(Address of Principal Executive Offices)

33487

(Zip Code)

(561) 893-0101

(Registrant's Telephone Number, Including Area Code)

N/A

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

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

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

Item 1.01. Entry into a Material Definitive Agreement.

The information contained in Item 5.02 below regarding Jorge A. Dominicis and Thomas M. Wierdsma is incorporated herein by reference.

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

Effective December 31, 2008, The GEO Group, Inc. (“GEO”) amended the following executive compensation agreements and plans in order to address certain issues relating to Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and Section 162(m) of the Code, as well as to make certain modernizing and other revisions in furtherance of GEO’s interests:

- Amended and Restated Executive Employment Agreement, between GEO and George C. Zoley;
- Amended and Restated Executive Employment Agreement, between GEO and Wayne H. Calabrese;
- Executive Employment Agreement, between GEO and John G. O’Rourke;
- Senior Officer Employment Agreement, between GEO and John J. Bulfin;
- Senior Officer Employment Agreement, between GEO and Jorge A. Dominicis;
- Senior Officer Employment Agreement, between GEO and Thomas M. Wierdsma;
- The GEO Group, Inc. Senior Management Performance Award Plan (the “Senior Management Performance Award Plan”); and
- The GEO Group, Inc. Senior Officer Retirement Plan.

A brief description of the terms of the amended executive compensation agreements and plans is set forth below.

Amended and Restated Executive Employment Agreements

The amended and restated employment agreements for Messrs. Zoley, Calabrese and O’Rourke have continuously rolling three-year terms. The agreements provide that Messrs. Zoley, Calabrese and O’Rourke will receive an annual base salary of \$935,000, \$650,000 and \$399,000, respectively, subject to annual cost of living increases not lower than 5% per year, to be established by the board of directors. The employment agreements also provide that each executive is entitled to receive a target annual performance award in accordance with the terms of any plan governing senior management performance awards then in effect as established by the board of directors, which is currently the Senior Management Performance Award Plan. Mr. Zoley is entitled to receive a target annual performance award of up to a maximum of 150% of his annual base salary in accordance with the Senior Management Performance Award Plan. Mr. Calabrese is entitled to receive a target annual performance award of up to a maximum of 120%

of his annual base salary in accordance with the Senior Management Performance Award Plan. Mr. O'Rourke is entitled to receive a target annual performance award of up to a maximum of 50% of his annual base salary plus an additional discretionary increase of up to 50% of such target annual performance award, in accordance with the Senior Management Performance Award Plan.

Each agreement provides that upon the termination of the agreement for any reason other than by GEO for cause (as defined in the employment agreement) or by the executive without good reason (as defined in the employment agreement), the executive will be entitled to receive a termination payment equal to the following: (i) in the case of Mr. Zoley, 5 (five) times his annual base salary at the time of such termination together with any gross-up payments (as defined in the employment agreement), in the case of Mr. Calabrese, 4.4 (four-point-four) times his annual base salary at the time of such termination together with any gross-up payments (as defined in the employment agreement), and, in the case of Mr. O'Rourke, 75% of his annual base salary at the time of such termination together with any gross-up payments (as defined in the employment agreement) plus (ii) the continuation of the executive benefits (as defined in the employment agreement) for a period of ten years. In addition, the employment agreements provide that upon such termination of the executive, GEO will transfer all of its interest in any automobile used by the executive pursuant to its employee automobile policy and pay the balance of any outstanding loans or leases on such automobile so that the executive owns the automobile outright. In the event such automobile is leased, the employment agreements provide that GEO will pay the residual cost of the lease. The agreements provide that if any payment to the executive thereunder would be subject to federal excise taxes imposed on certain employment payments, GEO will make an additional payment to the executive to cover any such tax payable by the executive together with the taxes on such gross-up payment.

Upon the termination of the employment agreements by GEO for cause or by the executive without good reason, the executive will be entitled to only the amount of compensation that is due through the effective date of the termination, including any performance award that may be due and payable to the executive under the terms of the Senior Management Performance Award Plan. Each employment agreement includes a non-competition covenant that runs through the three-year period following the termination of the executive's employment, and customary confidentiality provisions.

The foregoing description of the amended and restated executive employment agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the amended and restated executive employment agreements, copies of which are filed herewith as Exhibits 10.1, 10.2 and 10.3 and are incorporated herein by reference.

Amended and Restated Senior Officer Employment Agreements

The amended and restated employment agreements for Messrs. Bulfin, Dominicis and Wierdsma have continuously rolling two-year terms which continue until each executive reaches age 67 absent earlier termination. The agreements provide that Messrs. Bulfin, Dominicis and Wierdsma will receive an annual base salary of \$360,000, \$375,000 and \$315,000, respectively. The executives' annual base salary may be increased as determined by the Chief Executive Officer. The

executives are also entitled to receive a target annual performance award in accordance with the terms of any plan governing employee performance awards then in effect as established by the board of directors, which is currently the Senior Management Performance Award Plan.

The senior officer employment agreements provide that upon the termination of the agreement for any reason other than by GEO for cause (as defined in the employment agreement) or by the voluntary resignation of the executive, the executive will be entitled to receive a termination payment equal to the following: (1) two years of the executive's then current annual base salary plus (2) the continuation of the executive's employee benefits (as defined in the employment agreement) for a period of two years. In addition, the employment agreements provide that upon such termination of the executive, GEO will transfer all of its interest in any automobile used by the executive pursuant to its employee automobile policy and pay the balance of any outstanding loans or leases on such automobile so that the executive owns the automobile outright. In the event such automobile is leased, the employment agreements provide that GEO will pay the residual cost of the lease. Also, upon such termination, all of the executive's unvested stock options will fully vest immediately.

Upon the termination of the employment agreements by GEO for cause or by the voluntary resignation of the executive, the executive will be entitled to only the amount of compensation that is due through the effective date of the termination. Each employment agreement includes a non-competition covenant that runs through the two-year period following the termination of the executive's employment, and customary confidentiality provisions.

The foregoing description of the amended and restated senior officer employment agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the amended and restated senior officer employment agreements, copies of which are filed herewith as Exhibits 10.4, 10.5 and 10.6 and are incorporated herein by reference.

The GEO Group, Inc. Senior Management Performance Award Plan

GEO maintains a Senior Management Performance Award Plan, which is its annual senior executive bonus plan. All of its named executive officers, as well as its Senior Vice Presidents who are not named executive officers, are eligible to participate in the plan. Payments made in accordance with this plan are tax deductible under Section 162(m) of the Internal Revenue Code of 1986, as amended. The plan is administered by the Compensation Committee, which has the discretion to make all determinations necessary or appropriate under the plan. The plan is governed by the Compensation Committee and is administered on a day to day basis by the Chief Executive Officer and the Vice President of Human Resources.

Under the plan, each of GEO's named executive officers is eligible to receive annual cash incentive compensation based on GEO's budgeted revenue and net income after tax for the fiscal year. For purposes of the plan, net income after tax means GEO's net income after all federal, state and local taxes. Extraordinary items and changes in accounting principles, as defined by U.S. generally accepted accounting principles, may be disregarded in determining GEO's net income after tax. Non-recurring and unusual items not included or planned for in GEO's annual budget may also be excluded from net income after tax in the sole and absolute discretion of the

Compensation Committee. In determining the amount of annual incentive cash compensation awarded, net income after tax is weighted 65% and revenue is weighted 35% (collectively, the “Target Weighting of Revenue and Net-Income-After-Tax”).

The following table shows, for each named executive officer, the annual incentive target amount as a percentage of salary that the respective officer is eligible to receive under the plan in 2009.

Named Executive Officer:	Annual Incentive Target Amount (As a Percentage of Salary):
	150%
President	120%
Chief Financial Officer	50%
Senior Vice Presidents	45%

Under the terms of the plan, each named executive officer’s annual incentive cash compensation awarded is calculated by applying the following percentage adjustment methodology separately to the respective Target Weighting of Revenue and Net-Income-After-Tax results in accordance with the following table:

Percentage of Budgeted Fiscal Year Targets Achieved for Revenue and for Net-Income-After-Tax	Percentage by which the Target Weighting of Revenue and Net-Income-After-Tax is Reduced/Increased
Less than 80%	No Performance Award
80% — 100%	2.5 times the percentage (negative) difference between the actual achieved percentages of budgeted Revenue and Net-Income-After-Tax targets and 100% of the Revenue and Net-Income-After-Tax targets
100%	No Adjustment to Target Weighting
101% — 120% (Amounts over 120% shall not be considered for purposes of this calculation)	2.5 times the percentage (positive) difference between the actual achieved percentages of budgeted Revenue (up to 120%) and Net-Income-After-Tax targets and 100% of the Revenue and Net-Income-After-Tax targets

In addition to the amounts above, if the budgeted goals for revenue and net income after tax are exceeded, the annual incentive target amounts for the Chief Financial Officer and the other Senior Vice Presidents may be increased up to an additional 50% of the executive’s annual incentive target amount upon the recommendation of the Chief Executive Officer subject to the approval of the Compensation Committee. The Chief Executive Officer and the President are not eligible for discretionary adjustments. Factors typically considered by the Compensation Committee and the Chief Executive Officer in determining whether to grant the discretionary award include the contribution of the particular officer during the fiscal year and the achievement of previously agreed upon goals and objectives.

Under the terms of the plan, if an executive is terminated for cause, the executive will automatically forfeit any annual incentive cash compensation with respect to the fiscal year during which such termination occurs. If an executive voluntarily terminates employment prior to the end of any fiscal year (other than as a result of the retirement of the executive or, in the case of the Chief Executive Officer, President or Chief Financial Officer, as a result of a termination of employment by any of them for good reason (as defined in their respective employment agreements)), the executive will automatically forfeit any award for such fiscal year unless the Chief Executive Officer, in his sole and absolute discretion, grants a prorated annual incentive cash compensation award in an amount not to exceed the amount the executive would have received if the executive had remained employed for the entire fiscal year, based on the actual financial results of GEO as determined following the end of such fiscal year.

In the event (i) an executive is terminated by GEO without cause, (ii) an executive’s employment is terminated due to death or disability, (iii) in the case of the Chief Executive Officer, President or Chief Financial Officer, any of them terminates their employment for good reason (as defined in their respective employment agreements), or (iv) in the case of the retirement of an executive which occurs effective as of a date following the 90th day of the applicable fiscal year of GEO, then the executive is entitled to receive a prorated portion of the annual incentive cash compensation award the executive would have received under the plan if the executive had remained employed by GEO for the entire fiscal year, based on the actual financial results of GEO as determined following the end of such fiscal year.

Under the terms of the plan, no amendment to the plan may alter the performance goals, increase the maximum amount which can be awarded to any participant, change the class of eligible employees or the target performance awards (% of salary) or make any other change that would

require shareholder approval under the exemption for performance-based compensation under Section 162(m) of the Internal Revenue Code, in each case, without the prior approval of GEO's shareholders (to the extent required under the performance-based compensation exception of Section 162(m) of the Internal Revenue Code).

The foregoing description of the Senior Management Performance Award Plan does not purport to be complete and is qualified in its entirety by reference to the full text of the plan, a copy of which is filed herewith as Exhibit 10.7 and is incorporated herein by reference.

The GEO Group, Inc. Senior Officer Retirement Plan

GEO maintains a senior officer retirement plan for all of its Senior Vice Presidents, including Messrs. Bulfin, Hurley, Dominicis and Wierdsma, but excluding Mr. O'Rourke. The senior officer retirement plan is a non-qualified defined benefit plan and, subject to certain maximum and minimum provisions, provides for the payment to the officer of a monthly retirement benefit based on a percentage of the officer's final average annual salary earned during the employee's last five years of credited service (excluding bonus) times the employee's years of credited service. A participant will vest in his or her benefits under the senior officer retirement plan upon the completion of ten (10) years of service, provided such participant remains continuously employed by the company until at least age fifty five (55). The amount of benefit increases for each full year beyond ten (10) years of service except that there are no further increases after twenty-five (25) years of service. The maximum target benefit under the senior officer retirement plan is 45% of final average annual salary. Reduced benefits are payable for lesser service and early retirement. Benefits under the senior officer retirement plan are offset one hundred percent (100%) by social security benefits received (or estimated social security benefits to be received, if applicable) by the officer and are computed on the basis of a straight-life annuity. The plan also provides for pre-retirement death and disability benefits. Amounts owing under the plan are payable from the general assets of the company.

The foregoing description of the Amended and Restated The GEO Group, Inc. Senior Officer Retirement Plan does not purport to be complete and is qualified in its entirety by reference to the full text of the plan, a copy of which is filed herewith as Exhibit 10.8 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

- d) Exhibits.
- 10.1 Second Amended and Restated Executive Employment Agreement, effective December 31, 2008, by and between The GEO Group, Inc. and George C. Zoley.
- 10.2 Second Amended and Restated Executive Employment Agreement, effective December 31, 2008, by and between The GEO Group, Inc. and Wayne H. Calabrese.
- 10.3 Amended and Restated Executive Employment Agreement, effective December 31, 2008, by and between The GEO Group, Inc. and John G. O'Rourke.

- 10.4 Amended and Restated Senior Officer Employment Agreement, effective December 31, 2008, by and between The GEO Group, Inc. and John J. Bulfin.
- 10.5 Amended and Restated Senior Officer Employment Agreement, effective December 31, 2008, by and between The GEO Group, Inc. and Jorge A. Dominicis.
- 10.6 Amended and Restated Senior Officer Employment Agreement, effective December 31, 2008, by and between The GEO Group, Inc. and Thomas M. Wierdsma.
- 10.7 Amended and Restated The GEO Group, Inc. Senior Management Performance Award Plan, effective December 31, 2008.
- 10.8 Amended and Restated The GEO Group, Inc. Senior Officer Retirement Plan, effective December 31, 2008.

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.

Date: January 7, 2009

By: /s/ John G. O'Rourke

John G. O'Rourke
Senior Vice President and Chief Financial Officer
(Principal Financial Officer and duly authorized
signatory)

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
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10.3	Amended and Restated Executive Employment Agreement, effective December 31, 2008, by and between The GEO Group, Inc. and John G. O'Rourke.
10.4	Amended and Restated Senior Officer Employment Agreement, effective December 31, 2008, by and between The GEO Group, Inc. and John J. Bulfin.
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10.7	Amended and Restated The GEO Group, Inc. Senior Management Performance Award Plan, effective December 31, 2008.
10.8	Amended and Restated The GEO Group, Inc. Senior Officer Retirement Plan, effective December 31, 2008.

**SECOND AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT**

THIS SECOND AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is entered into effective the 31st day of December 2008 by and between The GEO Group, Inc. (the "Company") and George C. Zoley (the "Executive" and, together with the Company, the "Parties").

WHEREAS, the Executive and the Company have previously entered into an Amended and Restated Executive Employment Agreement, effective November 4, 2004 (the "Prior Employment Agreement"), and an Amended Executive Retirement Agreement, dated January 17, 2003, (the "Amended Retirement Agreement"), which set forth the Parties' rights and obligations with respect to the Executive's employment with the Company and retirement benefits, respectively; and

WHEREAS, the Executive and the Company wish to amend and restate the Prior Employment Agreement to, among other things, make it compliant with Section 409A of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), and its implementing regulations and guidance (collectively, "Code Section 409A"), and to ensure that certain provisions of this Agreement comply with guidance recently issued under Section 162(m) of the Code; 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 "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 Executive in the positions and titles of Chairman & CEO of the Company, and the Executive hereby agrees to be employed in such capacities. The Executive will perform all duties and responsibilities and will have all authority inherent in the positions of Chairman & CEO. The Executive shall report directly to the Board of the Company. He shall have all authority and responsibility commensurate with the Chairman & CEO titles, including ultimate responsibility for and authority over all day-to-day matters and personnel of the Company.
 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 of this Agreement, and terminating three years thereafter. The term of employment under this Agreement 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.
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3. DEFINITIONS.

- A. CAUSE. For purposes of this Agreement, "Cause" for the termination of the Executive's employment hereunder shall be deemed to exist if, in the reasonable judgment of the Company's 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. Termination by the Executive of his employment for "Good Reason" shall mean a termination by the Executive of his employment 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 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 of this Agreement, 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 shall not be deemed to have terminated this Agreement for Good Reason unless: (i) the Executive terminates this Agreement no later than 2 years 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 2-year 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 his current annual base salary of \$935,000 for the remainder of calendar year 2008 (as such may be amended from time to time, the "Annual Base Salary"). The Company shall increase the Annual Base Salary paid to the Executive by applying a cost of living increase to be determined by the Board, such increase to be made effective the 1st day of January of each year of the employment term. However, under no circumstances shall the cost of living increase be less than 5% per annum. 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 up to a maximum of 150% 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 Board (the "Annual Performance Award"), such Annual Performance Award to be paid effective the 1st day of January of each year of the employment term with respect to the immediately preceding year.

5. **EXECUTIVE BENEFITS.** The Executive will be entitled to twenty six (26) paid-time-off (PTO) days of vacation 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 terminate 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 consecutive months or for shorter periods aggregating at least five months during any twelve-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-month or twelve-month period and this shall be considered a "disability" under this Agreement. Such termination shall not affect the Executive's benefits under the Company's disability insurance program, if any, then in effect.

7. **TERMINATION.** Either the Executive or the Company may terminate the Executive's employment under this Agreement for any reason upon not less than thirty (30) days written notice.

A. **TERMINATION OF EMPLOYMENT BY THE EXECUTIVE FOR GOOD REASON, BY THE COMPANY WITHOUT CAUSE OR UPON THE DEATH OR DISABILITY OF THE EXECUTIVE.** Upon the termination of the Executive's employment under this Agreement by the Executive for Good Reason, by the Company without Cause, or as a result of the death (in which case, the provisions of Section 7(A)(i — viii) 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) **TERMINATION PAYMENT.** The Executive shall be entitled to and paid a termination payment (the "Termination Payment") equal to five (5) times the Executive's Annual Base Salary at the time of such termination together with any Gross-Up Payments (as defined below) required to be paid in accordance with Section 7(A)(iv) hereof. The Termination Payment and the Gross-Up Payments shall be made within 10 days of any termination pursuant to this Section 7(A).
- (ii) **TERMINATION 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 10 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 10-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) **TERMINATION AUTOMOBILE.** Within 10 days following termination, 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).
- (iv) **GROSS-UP PAYMENTS.** If any of the Termination Payment will be subject to the tax (the "Excise Tax") imposed by Section 4999 of the Code (or any similar tax that may hereafter be imposed), the Company shall pay

to the Executive in cash additional amounts (the "Gross-Up Payments") such that the net amount retained by the Executive after deduction from the Termination Payment and the Gross-Up Payments of any Excise Tax imposed upon the Termination Payment and any federal, state and local income tax and Excise Tax and any other tax imposed upon the Gross-Up Payments shall be equal to the original amount of the Termination Payment, prior to deduction of any Excise Tax imposed with respect to the Termination Payment. The Gross-Up Payments are intended to place the Executive in the same economic position he would have been in if the Excise Tax did not apply. The Gross-Up Payments shall be paid to the Executive at the earlier of the time that the Termination Payment is paid to the Executive, or the time when any Excise Tax relating to said Termination Payment becomes due and payable. For purposes of determining the Gross-Up Payments pursuant to this Section 7(A)(iv), the Termination Payment shall also include any other amounts which would be considered "Parachute Payments" (within the meaning of Section 280G(b)(2) of the Code) to the Executive, including, but not limited to, the value of any benefits or payments paid or made pursuant to the terms of the Amended Retirement Agreement to the extent provided for by Code Section 280G and final, temporary or proposed regulations thereunder, and Gross-Up Payments relating to said amounts shall be paid to the Executive at the earlier of the time that said amounts are paid to the Executive, or the time when any Excise Tax relating to said amounts becomes due and payable.

- (v) **TAX RATES.** For purposes of determining the amount of the Gross-Up Payment, the Executive shall be deemed to pay Federal income taxes at the highest marginal rate of Federal income taxation in the calendar year in which the Gross-Up Payment is to be made, and state and local income taxes at the highest marginal rate of taxation in the state and locality of the Executive's residence on the date of termination, net of the maximum reduction in Federal income taxes which could be obtained from deduction of such state and local taxes.
- (vi) **TAX CALCULATION.** Simultaneously with the Company's payment of the Termination Payment (as that term is used in Section 7(A)(iv)), the Company shall deliver to the Executive a written statement specifying the total amount of the Termination Payment and the Gross-Up Payment, together with all supporting calculations. If the Executive disagrees with the Company's calculation of either of said payments, the Executive shall submit to the Company, no later than 15 days after receipt of the Company's calculations, a written notice advising the Company of the disagreement and setting forth his calculation of said payments. The Executive's failure to submit such notice within such period shall be conclusively deemed to be an agreement by the Executive as to the amount of the Termination Payment and the Gross-Up Payment. If the Company agrees with the Executive's calculations, it shall pay any

shortfall to the Executive within 20 days after receipt of such a notice from the Executive, together with interest thereon accruing at the rate of 18 percent per annum, compounded monthly, from the original due date of the Termination Payment through the actual date of payment of said shortfall. If the Company does not agree with the Executive's calculations, it shall provide the Executive with a written notice within 10 days after the receipt of the Executive's calculations advising the Executive that the disagreement is to be referred to an independent accounting firm for resolution. Such disagreement shall be referred to an independent, nationally recognized accounting firm which is not the regular accounting firm of the Company and which is agreed to by the Company and the Executive within 10 days after issuance of the Company's notice of disagreement (if the Parties cannot agree on the identity of the accounting firm which is to resolve the dispute, the accounting firm shall be selected by means of a coin toss conducted in Palm Beach County, Florida by counsel to the Executive on the first business day after such 10-day period in such a manner as such counsel may specify). The accounting firm shall review all information provided to it by the Parties and submit a written report setting forth its calculation of the Termination Payment and the Gross-Up Payment within 15 days after submission of the matter to it, and such decision shall be final and binding on all of the Parties. The fees and expenses charged by said accounting firm shall be paid by the Company. If the amount of the Termination Payment or Gross-Up Payment actually paid by the Company was less than the amount calculated by the accounting firm, the Company shall pay the shortfall to the Executive within 5 days after the accounting firm submits its written report, together with interest thereon accruing at the rate of 18 percent per annum, compounded monthly, from the original due date of the Termination Payment through the actual date of payment of said shortfall.

- (vii) SUBSEQUENT RECALCULATION. In the event the Internal Revenue Service imposes an Excise Tax with respect to the Termination Payment that is greater than the Excise Tax calculated hereunder, the Company shall reimburse the Executive for the full amount necessary to make the Executive whole in accordance with the principles set forth above, including any interest and penalties which may be imposed. The Company shall control any tax or other audit relating to any matter for which it may have a reimbursement obligation pursuant to this Section 7(A)(vii).
- (viii) INTEREST ON UNPAID TERMINATION PAYMENT. In the event that the Company does not pay the Termination Payment by the due dates specified in this Agreement, then any unpaid amount shall bear interest at the rate of 18 percent per annum, compounded monthly, until it is paid.

- B. TERMINATION OF EMPLOYMENT BY RESIGNATION OF EXECUTIVE WITHOUT GOOD REASON OR BY THE COMPANY WITH CAUSE. Upon the termination of the Executive's 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 what is due and owing through the effective date of such Executive's resignation or termination (including any Performance Award that may be due and payable to the Executive under the terms of the Senior Management Performance Award Plan), which amounts shall be paid to the Executive within 10 days of termination.
- C. AMENDED RETIREMENT AGREEMENT UNAFFECTED. Termination of the Executive's employment under this Agreement for any reason whatsoever shall not affect Executive's rights under the Amended Retirement Agreement.

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. During the period of the Executive's employment with the Company and until three years after the termination of the Executive's 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 termination of the Executive's 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. 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, except with the specific prior written consent of the Company.
- 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). In the event of any conflict between the provisions of this Section 8 and Section 7 of the Amended Retirement Agreement, the provisions of this Section 8 shall prevail.

9. **REPRESENTATIONS.** 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 (other than a dispute with respect to the calculation of the Executive's Termination Payment and Gross-Up Payment under Section 7(A)(vi), which dispute shall be resolved in accordance with the provisions set forth in such Section), 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 and the Amended Retirement Agreement constitute the only agreements between Company and the Executive regarding the Executive's employment by the Company. This Agreement and the Amended Retirement Agreement supersede any and 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.** 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 Executive hereunder will be addressed to the Company to the attention of its General Counsel at its main offices, One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, Florida 33487. 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. **CANCELLATION OF THE PRIOR EMPLOYMENT AGREEMENT.** The Prior Employment Agreement is hereby cancelled and terminated as of the effective date of this Agreement.
18. **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 PAYMENTS. 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. TAX GROSS-UPS. Notwithstanding anything in this Agreement to the contrary, any payment (to the extent such payment constitutes a deferral of compensation under Code Section 409A) to reimburse the Executive for any taxes imposed upon the Executive as a result of compensation paid or made available to the Executive by the Company (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 following the Executive's taxable year in which the Executive remits the related taxes.

- G. **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.
- H. **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.
- I. **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).

[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.

Signature: /s/ Richard H. Glanton
Name: Richard H. Glanton
Title: Chairman, Compensation Committee

EXECUTIVE

Signature: /s/ George C. Zoley
Name: George C. Zoley
Title: Chairman & CEO
The GEO Group, Inc.

**SECOND AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT**

THIS SECOND AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is entered into effective the 31st day of December 2008 by and between The GEO Group, Inc. (the "Company") and Wayne H. Calabrese (the "Executive" and, together with the Company, the "Parties").

WHEREAS, the Executive and the Company have previously entered into an Amended and Restated Executive Employment Agreement, effective November 4, 2004 (the "Prior Employment Agreement"), and an Amended Executive Retirement Agreement, dated January 17, 2003, (the "Amended Retirement Agreement"), which set forth the Parties' rights and obligations with respect to the Executive's employment with the Company and retirements benefit, respectively; and

WHEREAS, the Executive and the Company wish to amend and restate the Prior Employment Agreement to, among other things, make it compliant with Section 409A of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), and its implementing regulations and guidance (collectively, "Code Section 409A"), and to ensure that certain provisions of this Agreement comply with guidance recently issued under Section 162(m) of the Code; 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 "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 Executive in the positions and titles of Vice Chairman, President & Chief Operating Officer of the Company, and the Executive hereby agrees to be employed in such capacities. The Executive will perform all duties and responsibilities and will have all authority inherent in the positions of Vice Chairman, President & Chief Operating Officer. The Executive shall report directly to the CEO of the Company. He shall have all responsibilities commensurate with the Vice Chairman, President & Chief Operating Officer titles, including responsibility for and oversight of corrections related operations and business development efforts.
 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 of this Agreement, and terminating three years thereafter. The term of employment under this Agreement 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.** For purposes of this Agreement, "Cause" for the termination of the Executive's employment hereunder shall be deemed to exist if, in the reasonable judgment of the Company's 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.** Termination by the Executive of his employment for "Good Reason" shall mean a termination by the Executive of his employment 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 CEO;
 - (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 of this Agreement, 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 shall not be deemed to have terminated this Agreement for Good Reason unless: (i) the Executive terminates this Agreement no later than 2 years 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 2-year 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 his current annual base salary of \$650,000 for the remainder of calendar year 2008 (as such may be amended from time to time, the "Annual Base Salary"). The Company shall increase the Annual Base Salary paid to the Executive by applying a cost of living increase to be determined by the Board, such increase to be made effective the 1st day of January of each year of the employment term. However, under no circumstances shall the cost of living increase be less than 5% per annum. 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 up to a maximum of 120% 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 Board (the "Annual Performance Award"), such Annual Performance Award to be paid effective the 1st day of January of each year of the employment term with respect to the immediately preceding year.
5. **EXECUTIVE BENEFITS.** The Executive will be entitled to twenty six (26) paid-time-off (PTO) days of vacation 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 terminate 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 consecutive months or for shorter periods aggregating at least five months during any twelve-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-month or twelve-month period and this shall be considered a "disability" under this Agreement. Such termination shall not affect the Executive's benefits under the Company's disability insurance program, if any, then in effect.

7. **TERMINATION.** Either the Executive or the Company may terminate the Executive's employment under this Agreement for any reason upon not less than thirty (30) days written notice.
- A. **TERMINATION OF EMPLOYMENT BY THE EXECUTIVE FOR GOOD REASON, BY THE COMPANY WITHOUT CAUSE OR UPON THE DEATH OR DISABILITY OF THE EXECUTIVE.** Upon the termination of the Executive's employment under this Agreement by the Executive for Good Reason, by the Company without Cause, or as a result of the death (in which case, the provisions of Section 7(A)(i — viii) 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) **TERMINATION PAYMENT.** The Executive shall be entitled to and paid a termination payment (the "Termination Payment") equal to 4.4 (four-point-four) times the Executive's Annual Base Salary at the time of such termination together with any Gross-Up Payments (as defined below) required to be paid in accordance with Section 7(A)(iv) hereof. The Termination Payment and the Gross-Up Payments shall be made within 10 days of any termination pursuant to this Section 7(A).
 - (ii) **TERMINATION 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 10 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 10-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) **TERMINATION AUTOMOBILE.** Within 10 days following termination, 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).
 - (iv) **GROSS-UP PAYMENTS.** If any of the Termination Payment will be subject to the tax (the "Excise Tax") imposed by Section 4999 of the Code (or any similar tax that may hereafter be imposed), the Company shall pay

to the Executive in cash additional amounts (the “Gross-Up Payments”) such that the net amount retained by the Executive after deduction from the Termination Payment and the Gross-Up Payments of any Excise Tax imposed upon the Termination Payment and any federal, state and local income tax and Excise Tax and any other tax imposed upon the Gross-Up Payments shall be equal to the original amount of the Termination Payment, prior to deduction of any Excise Tax imposed with respect to the Termination Payment. The Gross-Up Payments are intended to place the Executive in the same economic position he would have been in if the Excise Tax did not apply. The Gross-Up Payments shall be paid to the Executive at the earlier of the time that the Termination Payment is paid to the Executive, or the time when any Excise Tax relating to said Termination Payment becomes due and payable. For purposes of determining the Gross-Up Payments pursuant to this Section 7(A)(iv), the Termination Payment shall also include any other amounts which would be considered “Parachute Payments” (within the meaning of Section 280G(b)(2) of the Code) to the Executive, including, but not limited to, the value of any benefits or payments paid or made pursuant to the terms of the Amended Retirement Agreement to the extent provided for by Code Section 280G and final, temporary or proposed regulations thereunder, and Gross-Up Payments relating to said amounts shall be paid to the Executive at the earlier of the time that said amounts are paid to the Executive, or the time when any Excise Tax relating to said amounts becomes due and payable.

- (v) **TAX RATES.** For purposes of determining the amount of the Gross-Up Payment, the Executive shall be deemed to pay Federal income taxes at the highest marginal rate of Federal income taxation in the calendar year in which the Gross-Up Payment is to be made, and state and local income taxes at the highest marginal rate of taxation in the state and locality of the Executive’s residence on the date of termination, net of the maximum reduction in Federal income taxes which could be obtained from deduction of such state and local taxes.
- (vi) **TAX CALCULATION.** Simultaneously with the Company’s payment of the Termination Payment (as that term is used in Section 7(A)(iv)), the Company shall deliver to the Executive a written statement specifying the total amount of the Termination Payment and the Gross-Up Payment, together with all supporting calculations. If the Executive disagrees with the Company’s calculation of either of said payments, the Executive shall submit to the Company, no later than 15 days after receipt of the Company’s calculations, a written notice advising the Company of the disagreement and setting forth his calculation of said payments. The Executive’s failure to submit such notice within such period shall be conclusively deemed to be an agreement by the Executive as to the amount of the Termination Payment and the Gross-Up Payment. If the Company agrees with the Executive’s calculations, it shall pay any

shortfall to the Executive within 20 days after receipt of such a notice from the Executive, together with interest thereon accruing at the rate of 18 percent per annum, compounded monthly, from the original due date of the Termination Payment through the actual date of payment of said shortfall. If the Company does not agree with the Executive's calculations, it shall provide the Executive with a written notice within 10 days after the receipt of the Executive's calculations advising the Executive that the disagreement is to be referred to an independent accounting firm for resolution. Such disagreement shall be referred to an independent, nationally recognized accounting firm which is not the regular accounting firm of the Company and which is agreed to by the Company and the Executive within 10 days after issuance of the Company's notice of disagreement (if the Parties cannot agree on the identity of the accounting firm which is to resolve the dispute, the accounting firm shall be selected by means of a coin toss conducted in Palm Beach County, Florida by counsel to the Executive on the first business day after such 10-day period in such a manner as such counsel may specify). The accounting firm shall review all information provided to it by the Parties and submit a written report setting forth its calculation of the Termination Payment and the Gross-Up Payment within 15 days after submission of the matter to it, and such decision shall be final and binding on all of the Parties. The fees and expenses charged by said accounting firm shall be paid by the Company. If the amount of the Termination Payment or Gross-Up Payment actually paid by the Company was less than the amount calculated by the accounting firm, the Company shall pay the shortfall to the Executive within 5 days after the accounting firm submits its written report, together with interest thereon accruing at the rate of 18 percent per annum, compounded monthly, from the original due date of the Termination Payment through the actual date of payment of said shortfall.

- (vii) SUBSEQUENT RECALCULATION. In the event the Internal Revenue Service imposes an Excise Tax with respect to the Termination Payment that is greater than the Excise Tax calculated hereunder, the Company shall reimburse the Executive for the full amount necessary to make the Executive whole in accordance with the principles set forth above, including any interest and penalties which may be imposed. The Company shall control any tax or other audit relating to any matter for which it may have a reimbursement obligation pursuant to this Section 7(A)(vii).
- (viii) INTEREST ON UNPAID TERMINATION PAYMENT. In the event that the Company does not pay the Termination Payment by the due dates specified in this Agreement, then any unpaid amount shall bear interest at the rate of 18 percent per annum, compounded monthly, until it is paid.

- B. **TERMINATION OF EMPLOYMENT BY RESIGNATION OF EXECUTIVE WITHOUT GOOD REASON OR BY THE COMPANY WITH CAUSE.** Upon the termination of the Executive's 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 what is due and owing through the effective date of such Executive's resignation or termination (including any Performance Award that may be due and payable to the Executive under the terms of the Senior Management Performance Award Plan), which amounts shall be paid to the Executive within 10 days of termination.
- C. **AMENDED RETIREMENT AGREEMENT UNAFFECTED.** Termination of the Executive's employment under this Agreement for any reason whatsoever shall not affect Executive's rights under the Amended Retirement Agreement.

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.** During the period of the Executive's employment with the Company and until three years after the termination of the Executive's 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 termination of the Executive's 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. 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, except with the specific prior written consent of the Company.
- 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). In the event of any conflict between the provisions of this Section 8 and Section 7 of the Amended Retirement Agreement, the provisions of this Section 8 shall prevail.

9. **REPRESENTATIONS.** 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 (other than a dispute with respect to the calculation of the Executive's Termination Payment and Gross-Up Payment under Section 7(A)(vi), which dispute shall be resolved in accordance with the provisions set forth in such Section), 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 and the Amended Retirement Agreement constitute the only agreements between Company and the Executive regarding the Executive's employment by the Company. This Agreement and the Amended Retirement Agreement supersede any and 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.** 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 Executive hereunder will be addressed to the Company to the attention of its General Counsel at its main offices, One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, Florida 33487. 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. **CANCELLATION OF THE PRIOR EMPLOYMENT AGREEMENT.** The Prior Employment Agreement is hereby cancelled and terminated as of the effective date of this Agreement.
18. **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 PAYMENTS. 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. TAX GROSS-UPS. Notwithstanding anything in this Agreement to the contrary, any payment (to the extent such payment constitutes a deferral of compensation under Code Section 409A) to reimburse the Executive for any taxes imposed upon the Executive as a result of compensation paid or made available to the Executive by the Company (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 following the Executive's taxable year in which the Executive remits the related taxes.

- G. **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.
- H. **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.
- I. **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).

[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.

Signature: /s/ Richard H. Glanton
Name: Richard H. Glanton
Title: Chairman, Compensation Committee

EXECUTIVE

Signature: /s/ Wayne H. Calabrese
Name: Wayne H. Calabrese
Title: Vice Chairman, President & Chief Operating Officer
The GEO Group, Inc.

**AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this “Agreement”) is entered into effective the 31st day of December 2008 by and between The GEO Group, Inc. (the “Company”) and John G. O’Rourke (the “Executive” and, together with the Company, the “Parties”).

WHEREAS, the Executive and the Company have previously entered into an Executive Employment Agreement, effective March 7, 2002 (the “Prior Employment Agreement”), and an Amended Executive Retirement Agreement, dated January 17, 2003, (the “Amended Retirement Agreement”), which set forth the Parties’ rights and obligations with respect to the Executive’s employment with the Company and retirement benefits, respectively; and

WHEREAS, the Executive and the Company wish to amend and restate the Prior Employment Agreement to, among other things, make it compliant with Section 409A of the Internal Revenue Code of 1986, as amended from time to time (the “Code”), and its implementing regulations and guidance (collectively, “Code Section 409A”), and to ensure that certain provisions of this Agreement comply with guidance recently issued under Section 162(m) of the Code; 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 “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 Executive in the positions and titles of Senior Vice President & Chief Financial Officer of the Company, and the Executive hereby agrees to be employed in such capacities. The Executive will perform all duties and responsibilities and will have all authority inherent in the positions of Senior Vice President & Chief Financial Officer. The Executive shall report directly to the CEO of the Company. He shall have all responsibilities commensurate with the Senior Vice President & Chief Financial Officer titles, including responsibility for and oversight of all issues and personnel relating to financial accounting, financial reporting and internal financial controls.
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 of this Agreement, and terminating three years thereafter. The term of employment under this Agreement 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.** For purposes of this Agreement, "Cause" for the termination of the Executive's employment hereunder shall be deemed to exist if, in the reasonable judgment of the Company's 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.** Termination by the Executive of his employment for "Good Reason" shall mean a termination by the Executive of his employment 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 CEO;
 - (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 of this Agreement, 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 shall not be deemed to have terminated this Agreement for Good Reason unless: (i) the Executive terminates this Agreement no later than 2 years 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 2-year 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 his current annual base salary of \$399,000 for the remainder of calendar year 2008 (as such may be amended from time to time, the "Annual Base Salary"). The Company shall increase the Annual Base Salary paid to the Executive by applying a cost of living increase to be determined by the Board, such increase to be made effective the 1st day of January of each year of the employment term. However, under no circumstances shall the cost of living increase be less than 5% per annum. 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 up to a maximum of 50% of the Executive's then current Annual Base Salary plus a discretionary multiplier of 50% of such Annual Base Salary, in accordance with the terms of any plan governing senior management performance awards then in effect as established by the Board (the "Annual Performance Award"), such Annual Performance Award to be paid effective the 1st day of January of each year of the employment term with respect to the immediately preceding year.
5. **EXECUTIVE BENEFITS.** The Executive will be entitled to twenty six (26) paid-time-off (PTO) days of vacation 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 terminate 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 consecutive months or for shorter periods aggregating at least five months during any twelve-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-month or twelve-month period and this shall be considered a "disability" under this Agreement. Such termination shall not affect the Executive's benefits under the Company's disability insurance program, if any, then in effect.

7. **TERMINATION**. Either the Executive or the Company may terminate the Executive's employment under this Agreement for any reason upon not less than thirty (30) days written notice.
- A. **TERMINATION OF EMPLOYMENT BY THE EXECUTIVE FOR GOOD REASON, BY THE COMPANY WITHOUT CAUSE OR UPON THE DEATH OR DISABILITY OF THE EXECUTIVE**. Upon the termination of the Executive's employment under this Agreement by the Executive for Good Reason, by the Company without Cause, or as a result of the death (in which case, the provisions of Section 7(A)(i — viii) 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) **TERMINATION PAYMENT**. The Executive shall be entitled to and paid a termination payment (the "Termination Payment") equal to 75% of the Executive's Annual Base Salary at the time of such termination together with any Gross-Up Payments (as defined below) required to be paid in accordance with Section 7(A)(iv) hereof. The Termination Payment and the Gross-Up Payments shall be made within 10 days of any termination pursuant to this Section 7(A).
 - (ii) **TERMINATION 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 10 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 10-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) **TERMINATION AUTOMOBILE**. Within 10 days following termination, 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).
 - (iv) **GROSS-UP PAYMENTS**. If any of the Termination Payment will be subject to the tax (the "Excise Tax") imposed by Section 4999 of the Code (or any similar tax that may hereafter be imposed), the Company shall pay

to the Executive in cash additional amounts (the “Gross-Up Payments”) such that the net amount retained by the Executive after deduction from the Termination Payment and the Gross-Up Payments of any Excise Tax imposed upon the Termination Payment and any federal, state and local income tax and Excise Tax and any other tax imposed upon the Gross-Up Payments shall be equal to the original amount of the Termination Payment, prior to deduction of any Excise Tax imposed with respect to the Termination Payment. The Gross-Up Payments are intended to place the Executive in the same economic position he would have been in if the Excise Tax did not apply. The Gross-Up Payments shall be paid to the Executive at the earlier of the time that the Termination Payment is paid to the Executive, or the time when any Excise Tax relating to said Termination Payment becomes due and payable. For purposes of determining the Gross-Up Payments pursuant to this Section 7(A)(iv), the Termination Payment shall also include any other amounts which would be considered “Parachute Payments” (within the meaning of Section 280G(b)(2) of the Code) to the Executive, including, but not limited to, the value of any benefits or payments paid or made pursuant to the terms of the Amended Retirement Agreement to the extent provided for by Code Section 280G and final, temporary or proposed regulations thereunder, and Gross-Up Payments relating to said amounts shall be paid to the Executive at the earlier of the time that said amounts are paid to the Executive, or the time when any Excise Tax relating to said amounts becomes due and payable.

- (v) **TAX RATES.** For purposes of determining the amount of the Gross-Up Payment, the Executive shall be deemed to pay Federal income taxes at the highest marginal rate of Federal income taxation in the calendar year in which the Gross-Up Payment is to be made, and state and local income taxes at the highest marginal rate of taxation in the state and locality of the Executive’s residence on the date of termination, net of the maximum reduction in Federal income taxes which could be obtained from deduction of such state and local taxes.
- (vi) **TAX CALCULATION.** Simultaneously with the Company’s payment of the Termination Payment (as that term is used in Section 7(A)(iv)), the Company shall deliver to the Executive a written statement specifying the total amount of the Termination Payment and the Gross-Up Payment, together with all supporting calculations. If the Executive disagrees with the Company’s calculation of either of said payments, the Executive shall submit to the Company, no later than 15 days after receipt of the Company’s calculations, a written notice advising the Company of the disagreement and setting forth his calculation of said payments. The Executive’s failure to submit such notice within such period shall be conclusively deemed to be an agreement by the Executive as to the amount of the Termination Payment and the Gross-Up Payment. If the Company agrees with the Executive’s calculations, it shall pay any

shortfall to the Executive within 20 days after receipt of such a notice from the Executive, together with interest thereon accruing at the rate of 18 percent per annum, compounded monthly, from the original due date of the Termination Payment through the actual date of payment of said shortfall. If the Company does not agree with the Executive's calculations, it shall provide the Executive with a written notice within 10 days after the receipt of the Executive's calculations advising the Executive that the disagreement is to be referred to an independent accounting firm for resolution. Such disagreement shall be referred to an independent, nationally recognized accounting firm which is not the regular accounting firm of the Company and which is agreed to by the Company and the Executive within 10 days after issuance of the Company's notice of disagreement (if the Parties cannot agree on the identity of the accounting firm which is to resolve the dispute, the accounting firm shall be selected by means of a coin toss conducted in Palm Beach County, Florida by counsel to the Executive on the first business day after such 10-day period in such a manner as such counsel may specify). The accounting firm shall review all information provided to it by the Parties and submit a written report setting forth its calculation of the Termination Payment and the Gross-Up Payment within 15 days after submission of the matter to it, and such decision shall be final and binding on all of the Parties. The fees and expenses charged by said accounting firm shall be paid by the Company. If the amount of the Termination Payment or Gross-Up Payment actually paid by the Company was less than the amount calculated by the accounting firm, the Company shall pay the shortfall to the Executive within 5 days after the accounting firm submits its written report, together with interest thereon accruing at the rate of 18 percent per annum, compounded monthly, from the original due date of the Termination Payment through the actual date of payment of said shortfall.

- (vii) SUBSEQUENT RECALCULATION. In the event the Internal Revenue Service imposes an Excise Tax with respect to the Termination Payment that is greater than the Excise Tax calculated hereunder, the Company shall reimburse the Executive for the full amount necessary to make the Executive whole in accordance with the principles set forth above, including any interest and penalties which may be imposed. The Company shall control any tax or other audit relating to any matter for which it may have a reimbursement obligation pursuant to this Section 7(A)(vii).
- (viii) INTEREST ON UNPAID TERMINATION PAYMENT. In the event that the Company does not pay the Termination Payment by the due dates specified in this Agreement, then any unpaid amount shall bear interest at the rate of 18 percent per annum, compounded monthly, until it is paid.

- B. **TERMINATION OF EMPLOYMENT BY RESIGNATION OF EXECUTIVE WITHOUT GOOD REASON OR BY THE COMPANY WITH CAUSE.** Upon the termination of the Executive's 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 what is due and owing through the effective date of such Executive's resignation or termination (including any Performance Award that may be due and payable to the Executive under the terms of the Senior Management Performance Award Plan), which amounts shall be paid to the Executive within 10 days of termination.
- C. **AMENDED RETIREMENT AGREEMENT UNAFFECTED.** Termination of the Executive's employment under this Agreement for any reason whatsoever shall not affect Executive's rights under the Amended Retirement Agreement.

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.** During the period of the Executive's employment with the Company and until three years after the termination of the Executive's 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 termination of the Executive's 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. 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, except with the specific prior written consent of the Company.
- 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). In the event of any conflict between the provisions of this Section 8 and Section 7 of the Amended Retirement Agreement, the provisions of this Section 8 shall prevail.

9. **REPRESENTATIONS.** 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 (other than a dispute with respect to the calculation of the Executive's Termination Payment and Gross-Up Payment under Section 7(A)(vi), which dispute shall be resolved in accordance with the provisions set forth in such Section), 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 and the Amended Retirement Agreement constitute the only agreements between Company and the Executive regarding the Executive's employment by the Company. This Agreement and the Amended Retirement Agreement supersede any and 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.** 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 Executive hereunder will be addressed to the Company to the attention of its General Counsel at its main offices, One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, Florida 33487. 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. **CANCELLATION OF THE PRIOR EMPLOYMENT AGREEMENT.** The Prior Employment Agreement is hereby cancelled and terminated as of the effective date of this Agreement.
18. **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 PAYMENTS. 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. TAX GROSS-UPS. Notwithstanding anything in this Agreement to the contrary, any payment (to the extent such payment constitutes a deferral of compensation under Code Section 409A) to reimburse the Executive for any taxes imposed upon the Executive as a result of compensation paid or made available to the Executive by the Company (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 following the Executive's taxable year in which the Executive remits the related taxes.

- G. **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.
- H. **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.
- I. **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).

[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.

Signature: /s/ Richard H. Glanton
Name: Richard H. Glanton
Title: Chairman, Compensation Committee

EXECUTIVE

Signature: /s/ John G. O'Rourke
Name: John G. O'Rourke
Title: Senior Vice President & Chief Financial Officer
The GEO Group, Inc.

**AMENDED AND RESTATED
SENIOR OFFICER EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED SENIOR OFFICER EMPLOYMENT AGREEMENT (this “Agreement”) is entered into effective the 31st day of December, 2008 by and between The GEO Group, Inc. (the “Company”) and John J. Bulfin (the “Employee” and, together with the Company, the “Parties”).

WHEREAS, the Employee and the Company have previously entered into a Senior Officer Employment Agreement, effective March 23, 2005 (the “Prior Employment Agreement”), which set forth the Parties’ rights and obligations with respect to the Employee’s employment with the Company in order to facilitate the continued employment of the Employee as Senior Vice President, General Counsel and Corporate Secretary; and

WHEREAS, the Employee and the Company wish to amend and restate the Prior Employment Agreement to, among other things, make it compliant with Section 409A of the Internal Revenue Code of 1986, as amended from time to time (the “Code”), and its implementing regulations and guidance (collectively, “Code Section 409A”), and to ensure that certain provisions of this Agreement comply with guidance recently issued under Section 162(m) of the Code; 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 “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 continue to serve as Senior Vice President, General Counsel and Corporate Secretary of the Company. The Employee will perform all duties and responsibilities and will have all authority inherent in the position of Senior Vice President, General Counsel and Corporate Secretary.

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, and terminating two years thereafter. The term of employment under this Agreement will be automatically extended by one day every day such that it has a continuous “rolling” two-year term until the age of 67 years, unless otherwise terminated pursuant to Section 6 or 7 of this Agreement.

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 his current annual base salary of \$360,000 for the remainder of calendar year 2008 (as such may be amended from time to time, the "Annual Base Salary"). The Company may increase the Annual Base Salary paid to the Employee in an amount to be determined by the Chief Executive Officer of the Company. 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 Performance Award.** For each fiscal year of employment during which the Company employs the Employee, the Employee shall be entitled to receive a target annual performance award in accordance with the terms of any plan governing employee performance awards then in effect as established by the Board (the "Annual Performance Award").

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 senior vice presidents 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.** The Employee shall be entitled to and paid a termination payment (the "Termination Payment") equal to two (2) years' Annual Base Salary as set forth in Section 4 based upon the then current salary level. The Termination Payment shall be made within 10 days of any termination pursuant to this Section 7(A).
 - (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) for a period of 2 years after the date of termination of the Employee's employment with the Company. 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 the 2-year period following a termination pursuant to this Section 7(A), 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 Automobile.** Within 10 days following termination, the Company shall transfer all of its interest in any automobile used by the Employee pursuant to the Company's Employee Automobile Policy (the "Employee Automobile Policy") and shall pay the balance of any outstanding loans or leases on such automobile (whether such obligations are those of the Employee or the Company) so that the Employee owns the automobile outright (in the event such automobile is leased, the Company shall pay the residual cost of such lease).
 - (iv) **Termination Stock Options.** All of the outstanding unvested stock options granted to the Employee prior to termination will fully vest immediately upon termination.
- 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 Performance Award, 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 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, One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, Florida 33487. 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. **Cancellation of the Prior Employment Agreement.** The Prior Employment Agreement is hereby cancelled and terminated as of the effective date of this Agreement.

18. **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/ John J. Bulfin
Name: John J. Bulfin
Title: Sr. Vice President, General Counsel and Corporate Secretary
The GEO Group, Inc.

**AMENDED AND RESTATED
SENIOR OFFICER EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED SENIOR OFFICER EMPLOYMENT AGREEMENT (this “Agreement”) is entered into effective the 31st day of December, 2008 by and between The GEO Group, Inc. (the “Company”) and Jorge A. Dominicus (the “Employee” and, together with the Company, the “Parties”).

WHEREAS, the Employee and the Company have previously entered into a Senior Officer Employment Agreement, effective March 23, 2005 (the “Prior Employment Agreement”), which set forth the Parties’ rights and obligations with respect to the Employee’s employment with the Company in order to facilitate the continued employment of the Employee as Senior Vice President of the Company and President of GEO Care, Inc.; and

WHEREAS, the Employee and the Company wish to amend and restate the Prior Employment Agreement to, among other things, make it compliant with Section 409A of the Internal Revenue Code of 1986, as amended from time to time (the “Code”), and its implementing regulations and guidance (collectively, “Code Section 409A”), and to ensure that certain provisions of this Agreement comply with guidance recently issued under Section 162(m) of the Code; 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 “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 continue to serve as Senior Vice President of the Company and President of GEO Care, Inc. The Employee will perform all duties and responsibilities and will have all authority inherent in the position of Senior Vice President of the Company and President of GEO Care, Inc.

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, and terminating two years thereafter. The term of employment under this Agreement will be automatically extended by one day every day such that it has a continuous “rolling” two-year term until the age of 67 years, unless otherwise terminated pursuant to Section 6 or 7 of this Agreement.

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 his current annual base salary of \$375,000 for the remainder of calendar year 2008 (as such may be amended from time to time, the "Annual Base Salary"). The Company may increase the Annual Base Salary paid to the Employee in an amount to be determined by the Chief Executive Officer of the Company. 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 Performance Award.** For each fiscal year of employment during which the Company employs the Employee, the Employee shall be entitled to receive a target annual performance award in accordance with the terms of any plan governing employee performance awards then in effect as established by the Board (the "Annual Performance Award").

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 senior vice presidents 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.** The Employee shall be entitled to and paid a termination payment (the "Termination Payment") equal to two (2) years' Annual Base Salary as set forth in Section 4 based upon the then current salary level. The Termination Payment shall be made within 10 days of any termination pursuant to this Section 7(A).
 - (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) for a period of 2 years after the date of termination of the Employee's employment with the Company. 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 the 2-year period following a termination pursuant to this Section 7(A), 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 Automobile.** Within 10 days following termination, the Company shall transfer all of its interest in any automobile used by the Employee pursuant to the Company's Employee Automobile Policy (the "Employee Automobile Policy") and shall pay the balance of any outstanding loans or leases on such automobile (whether such obligations are those of the Employee or the Company) so that the Employee owns the automobile outright (in the event such automobile is leased, the Company shall pay the residual cost of such lease).
 - (iv) **Termination Stock Options.** All of the outstanding unvested stock options granted to the Employee prior to termination will fully vest immediately upon termination.
- 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 Performance Award, 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 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, One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, Florida 33487. 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. **Cancellation of the Prior Employment Agreement.** The Prior Employment Agreement is hereby cancelled and terminated as of the effective date of this Agreement.

18. **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/ Jorge A. Dominicis
Name: Jorge A. Dominicis
Title: Senior Vice President, The GEO Group, Inc.,
President, GEO Care, Inc.
The GEO Group, Inc.

**AMENDED AND RESTATED
SENIOR OFFICER EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED SENIOR OFFICER EMPLOYMENT AGREEMENT (this “Agreement”) is entered into effective the 31st day of December, 2008 by and between The GEO Group, Inc. (the “Company”) and Thomas M. Wierdsma (the “Employee” and, together with the Company, the “Parties”).

WHEREAS, the Employee and the Company have previously entered into a Senior Officer Employment Agreement, effective November 1, 2006 (the “Prior Employment Agreement”), which set forth the Parties’ rights and obligations with respect to the Employee’s employment with the Company in order to facilitate the continued employment of the Employee as Senior Vice President, Project Development; and

WHEREAS, the Employee and the Company wish to amend and restate the Prior Employment Agreement to, among other things, make it compliant with Section 409A of the Internal Revenue Code of 1986, as amended from time to time (the “Code”), and its implementing regulations and guidance (collectively, “Code Section 409A”), and to ensure that certain provisions of this Agreement comply with guidance recently issued under Section 162(m) of the Code; 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 “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 continue to serve as Senior Vice President, Project Development, of the Company. The Employee will perform all duties and responsibilities and will have all authority inherent in the position of Senior Vice President, Project Development.

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, and terminating two years thereafter. The term of employment under this Agreement will be automatically extended by one day every day such that it has a continuous “rolling” two-year term until the age of 67 years, unless otherwise terminated pursuant to Section 6 or 7 of this Agreement.

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 his current annual base salary of \$315,000 for the remainder of calendar year 2008 (as such may be amended from time to time, the "Annual Base Salary"). The Company may increase the Annual Base Salary paid to the Employee in an amount to be determined by the Chief Executive Officer of the Company. 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 Performance Award.** For each fiscal year of employment during which the Company employs the Employee, the Employee shall be entitled to receive a target annual performance award in accordance with the terms of any plan governing employee performance awards then in effect as established by the Board (the "Annual Performance Award").

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 senior vice presidents 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.** The Employee shall be entitled to and paid a termination payment (the "Termination Payment") equal to two (2) years' Annual Base Salary as set forth in Section 4 based upon the then current salary level. The Termination Payment shall be made within 10 days of any termination pursuant to this Section 7(A).
 - (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) for a period of 2 years after the date of termination of the Employee's employment with the Company. 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 the 2-year period following a termination pursuant to this Section 7(A), 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 Automobile.** Within 10 days following termination, the Company shall transfer all of its interest in any automobile used by the Employee pursuant to the Company's Employee Automobile Policy (the "Employee Automobile Policy") and shall pay the balance of any outstanding loans or leases on such automobile (whether such obligations are those of the Employee or the Company) so that the Employee owns the automobile outright (in the event such automobile is leased, the Company shall pay the residual cost of such lease).
 - (iv) **Termination Stock Options.** All of the outstanding unvested stock options granted to the Employee prior to termination will fully vest immediately upon termination.
- 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 Performance Award, 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 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, One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, Florida 33487. 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. **Cancellation of the Prior Employment Agreement.** The Prior Employment Agreement is hereby cancelled and terminated as of the effective date of this Agreement.

18. **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/ Thomas M. Wierdsma
Name: Thomas M. Wierdsma
Title: Senior Vice President, Project Development
The GEO Group, Inc.

AMENDED AND RESTATED

THE GEO GROUP, INC.

SENIOR MANAGEMENT PERFORMANCE AWARD PLAN

1. PURPOSE

The purpose of this Plan is to attract, retain, and motivate designated key employees of the Company by providing performance-based cash awards. The Company believes such awards create a strong incentive for the key employees participating in the Plan to expend maximum effort for the growth and success of the Company.

2. DEFINITIONS

Unless the context otherwise requires, for purposes of this Plan, the terms below shall have the following meanings:

- (a) **“Board”** shall mean the Board of Directors of the Company.
- (b) **“Code”** shall mean the Internal Revenue Code of 1986, as amended and any successor thereto.
- (c) **“Code Section 162(m) Exception”** shall mean the exception for performance-based compensation under Section 162(m) of the Code or any successor section and the Treasury regulations promulgated thereunder.
- (d) **“Code Section 409A”** shall mean Section 409A of the Code, and its implementing regulations and guidance.
- (e) **“Company”** shall mean The GEO Group, Inc. and any successor by merger, consolidation or otherwise.
- (f) **“Committee”** shall mean the Compensation Committee of the Board or such other Committee of the Board that is appointed by the Board to administer this Plan; it is intended that all of the members of any such Committee shall satisfy the requirements to be outside directors, as defined under Code Section 162(m).
- (g) **“Discretionary Adjustment”** shall have the meaning set forth in Section 5.3.
- (h) **“Net-Income-After-Tax”** means net income of the Company, after all federal, state and local taxes. For purposes of determining Net-Income-After-Tax, extraordinary items and changes in accounting principles, as defined by United States generally accepted accounting principles, shall be disregarded. Extraordinary items shall include, but are not limited to, items of unusual and infrequent nature (i.e., loss incurred in the early extinguishment of debt). Changes in accounting principles shall include, but are not limited to, those that occur as a result of new pronouncements or requirements issued by accounting authorities including, but not limited to, the Securities Exchange Commission and the Financial Accounting Standards Board. Non-recurring and unusual items not included or planned for in the Company’s annual budget may be excluded from Net-Income-After-Tax in the sole and absolute discretion of the Committee.

- (i) **“Participant”** shall mean an executive employee of the Company eligible to receive a Performance Award in accordance with this Plan. The executive employees of the Company eligible to participate in the Plan are listed in Section 4 hereof.
- (j) **“Performance Award”** shall mean the amount paid or payable under Section 5.2 hereof.
- (k) **“Performance Goals”** shall mean the objective performance goals, formulas and standards described in Section 5.1 hereof.
- (l) **“Plan”** shall mean this Amended and Restated Senior Management Performance Award Plan of the Company.
- (m) **“Plan Year”** shall mean a fiscal year of the Company.
- (n) **“Pro Rata”** shall mean a portion of a Performance Award based on the number of days worked during a Plan Year as compared to the total number of days in the Plan Year.
- (o) **“Revenue”** shall mean gross revenues of the Company.
- (p) **“Target Performance Award”** shall mean the targeted Performance Award, expressed as a percentage of base salary in effect on December 31 of the Plan Year as set forth in Section 4 hereof.

3. GOVERNANCE

The Plan shall be governed by the Committee. The Committee shall have the exclusive authority and responsibility to: (a) interpret the Plan; (b) determine amounts to be paid out under the Plan and the conditions for payment thereof; (c) certify attainment of Performance Goals and other material terms; (d) adjust Performance Awards as provided herein; (e) authorize the payment of all benefits and expenses of the Plan as they become payable under the Plan; (f) adopt, amend and rescind rules and regulations relating to the Plan; and (g) make all other determinations and take all other actions necessary or desirable for the Plan’s administration, including, without limitation, correcting any defect, supplying any omission or reconciling any inconsistency in this Plan in the manner and to the extent it shall deem necessary to carry this Plan into effect. Notwithstanding anything to the contrary, the Plan shall be administered on a day-to-day basis by the Chief Executive Officer and the Vice President of Human Resources of the Company.

Decisions of the Committee shall be made by a majority of its members. All decisions of the Committee on any question concerning the interpretation and administration of the Plan shall be final, conclusive, and binding upon all parties. The Committee may rely on information and consider recommendations provided by the Board or the executive officers of the Company.

4. ELIGIBLE PARTICIPANTS; TARGET PERFORMANCE AWARD

The eligible Participants and the Target Performance Awards for such Participants are as follows:

Positions	Target Performance Awards (% of Salary)
Chief Executive Officer	150%
President	120%
Chief Financial Officer	50%
Sr. Vice Presidents	45%

5. PERFORMANCE GOALS AND PERFORMANCE AWARDS

5.1 PERFORMANCE GOALS. The Performance Goals shall be the budgeted Revenue and Net-Income-After-Tax for the subject Plan Year, which shall be weighted as follows (collectively, the “Target Weighting of Revenue and Net-Income-After-Tax”):

Revenue	35%
Net-Income-After-Tax	65%

5.2 PERFORMANCE AWARDS. Subject to compliance with Section 5.4 herein, each Participant shall be eligible to receive a Performance Award based on the Company’s financial performance for Revenue and Net-Income-After-Tax during the Plan Year.

Participants’ Annual Performance Awards will be calculated by applying the following percentage adjustment methodology separately to the respective Target Weighting of Revenue and Net-Income-After-Tax results in accordance with the following chart:

Percentage of Budgeted Fiscal Year Targets Achieved for Revenue and for Net-Income-After-Tax	Percentage by which the Target Weighting of Revenue and Net-Income-After-Tax is Reduced/Increased
Less than 80%	No Performance Award
80% — 100%	2.5 times the percentage (negative) difference between the actual achieved percentages of budgeted Revenue and Net-Income-After-Tax targets and 100% of the Revenue and Net-Income-After-Tax targets
100%	No Adjustment to Target Weighting
101% — 120% (Amounts over 120% shall not be considered for purposes of this calculation)	2.5 times the percentage (positive) difference between the actual achieved percentages of budgeted Revenue (up to 120%) and Net-Income-After-Tax targets and 100% of the Revenue and Net-Income-After-Tax targets

Example A — Budget Performance (100% Target Payout)

Performance Goals	Budget	Actual	Percentage Difference between Actual and Budget	Factor	Percentage Adjustment to Target Weighting	Target Weighting	Actual Weighting
Revenue	\$ 100.00	\$ 100.00	0%	n/a	0%	35%	35%
Net Income	\$ 10.00	\$ 10.00	0%	n/a	0%	65%	65%
Total percentage applied to individual target performance awards							100%

Example B — 105% Target Payout

Performance Goals	Budget	Actual	Percentage Difference between Actual and Budget	Factor	Percentage Adjustment to Target Weighting	Target Weighting	Actual Weighting
Revenue	\$ 100.0	0 \$102.	00 +2%	2.5	+5%	35%	36.75%
Net Income	\$ 10.0	0 \$10.	20 +2%	2.5	+5%	65%	68.25%
Total percentage applied to individual target performance awards							105%

Example C — 95% Target Payout

Performance Goals	Budget	Actual	Percentage Difference between Actual and Budget	Factor	Percentage Adjustment to Target Weighting	Target Weighting	Actual Weighting
Revenue	\$ 100.00	\$ 98.00	-2%	2.5	-5%	35%	33.25%
Net Income	\$ 10.00	\$ 9.80	-2%	2.5	-5%	65%	61.75%
Total percentage applied to individual target performance awards							95%

Example D — 98.5% Target Payout

Performance Goals	Budget	Actual	Percentage Difference between Actual and Budget	Factor	Percentage Adjustment to Target Weighting	Target Weighting	Actual Weighting
Revenue \$1	00.00 \$1	02.00	+2%	2.5	+5%	35%	36.75%
Net Income \$	10.00 \$	9.80	-2%	2.5	-5%	65%	61.75%
Total percentage applied to individual target performance awards							98.5%

Following final calculations of the Company’s financial performance during the relevant Plan Year, data shall be presented to the Chief Executive Officer which shall set forth the Participants’ Performance Awards calculated in accordance with the Plan. The Chief Executive Officer shall review the data for all Participants, apply any Discretionary Adjustments applicable pursuant to Section 5.3, and then prepare final recommendations for the Committee.

5.3 DISCRETIONARY ADJUSTMENT. For Participants other than the Chief Executive Officer and the President, the Chief Executive Officer may recommend a discretionary increase (the “Discretionary Adjustment”) to a Participant’s Performance Award of up to 50% of the Participant’s Target Performance Award calculated in accordance with the provisions of Sections 5.1 and 5.2, subject to review and approval by the Committee. The Chief Executive Officer and the President shall not be eligible to receive a discretionary Performance Award adjustment pursuant to this Section 5.3.

5.4 FORM AND TIMING OF PAYMENT; COMMITTEE CERTIFICATION. The Performance Awards will be paid in cash to the Participants who are to receive such payments as soon as practicable after the award amounts are approved and certified in writing by the Committee; provided, however, that the Performance Awards shall be paid no later than March 15th following the end of the performance period to which such Performance Awards relate.

6. CHANGE IN STATUS

In the event that a Participant remains employed with the Company but is no longer eligible to receive a Performance Award during the Plan Year, whether due to a promotion, demotion or lateral move, the Participant shall be entitled to a Pro Rata portion of the Performance Award for which he/she was eligible under this Plan, subject to the terms of Section 5.4, based upon the length of time the Participant served in the eligible position, in which case such Performance Award (a) shall be determined after the end of the Plan Year during which the change in eligibility status occurs based solely on the actual results of the Company for such full Plan Year, and (b) shall not exceed a Pro Rata portion of the actual Performance Award which the Participant would otherwise have been eligible to receive under this Plan with respect to the Plan Year in which the change in eligibility status occurs had the Participant remained eligible to receive a Performance Award for the full Plan Year.

7. TERMINATION OF EMPLOYMENT. Notwithstanding anything herein to the contrary, subject to Sections 5.4 and 14 of this Plan, the provisions of this Section 7 shall apply in the event of the termination of employment of a Participant.

7.1 TERMINATION BY THE COMPANY FOR CAUSE. In the event that a Participant's employment is terminated by the Company for Cause (as such term is defined under such Participant's employment agreement with the Company), any Performance Award for the Plan Year in which the termination occurs will be automatically forfeited by the Participant.

7.2 RESIGNATION OR VOLUNTARY TERMINATION BY THE PARTICIPANT OTHER THAN FOR GOOD REASON. In the event that a Participant resigns or otherwise voluntarily terminates employment with the Company for any reason (other than by reason of retirement from the Company in accordance with Company policy and/or any agreement between the Company and the Participant, which is addressed in paragraph 7.4 below, or as a result of the Chief Executive Officer, President or Chief Financial Officer terminating his/her employment for Good Reason (as such term is defined in their employment agreements with the Company)), any Performance Award for the Plan Year in which the termination occurs will be automatically forfeited by the Participant unless the Chief Executive Officer, in his sole and absolute discretion, decides to grant a Performance Award for such Plan Year to such Participant, in which case such Performance Award (a) shall be determined after the end of the Plan Year during which the termination occurs based solely on the actual results of the Company for such full Plan Year, and

(b) shall not exceed a Pro Rata portion of the actual Performance Award which the Participant would otherwise have been eligible to receive under this Plan with respect to the Plan Year in which the termination occurs had the Participant remained employed with the Company for the full Plan Year.

- 7.3 **TERMINATION BY THE COMPANY WITHOUT CAUSE, BY THE PARTICIPANT FOR GOOD REASON, OR AS A RESULT OF THE DEATH OR DISABILITY OF THE PARTICIPANT.** In the event that a Participant's employment is terminated (a) by the Company without Cause (as such term is defined under such Participant's employment agreement with the Company), (b) by the Participant, but only in the case of the Chief Executive Officer, President or Chief Financial Officer, for Good Reason (as such term is defined in their employment agreements with the Company)), or (c) as a result of the death or disability (as such term is defined under such Participant's employment agreement with the Company) of the Participant, then such Participant (or such Participant's estate, as applicable), shall be entitled to receive a Pro Rata portion of the actual Performance Award which the Participant would otherwise have been eligible to receive under this Plan with respect to the Plan Year in which the termination occurs had the Participant remained employed with the Company for the full Plan Year; provided, however, that such Performance Award shall not be determined until after the end of the Plan Year during which the termination occurs and shall be based solely on the actual results of the Company for such full Plan Year.
- 7.4 **TERMINATION AS A RESULT OF THE RETIREMENT OF THE PARTICIPANT.** In the event that a Participant's employment is terminated as a result of the retirement of the Participant in accordance with Company policy on a date following the 90th day of then current Company fiscal year, the Participant shall be entitled to receive a Pro Rata portion of the actual Performance Award which the Participant would otherwise have been eligible to receive under this Plan with respect to the Plan Year in which the termination occurs had the Participant remained employed with the Company for the full Plan Year; provided, however, that such Performance Award shall not be determined until after the end of the Plan Year during which the termination occurs and shall be based solely on the actual the results of the Company for such full Plan Year. No Performance Award or Pro Rata portion thereof shall be due or payable to a Participant whose employment is terminated as a result of a retirement that is effective prior to the 90th day of the then current Company fiscal year.

8. NON-ASSIGNABILITY

No Performance Award under this Plan or payment thereof, nor any right or benefit under this Plan, shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, garnishment, execution or levy of any kind or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber and to the extent permitted by applicable law, charge, garnish, execute upon or levy upon the same shall be void and shall not be recognized or given effect by the Company.

9. NO RIGHT TO EMPLOYMENT

Nothing in the Plan or in any notice of award pursuant to the Plan shall confer upon any person the right to continue in the employment of the Company or one of its subsidiaries or affiliates nor affect the right of the Company or any of its subsidiaries or affiliates to terminate the employment of any Participant.

10. AMENDMENT OR TERMINATION

The Board reserves the right, in its sole discretion, to amend, modify, suspend, discontinue, or terminate the Plan or to adopt a new plan in place of this Plan at any time; provided, however, that:

- i. no such amendment shall, without the prior approval of the stockholders of the Company in accordance with applicable law to the extent required under Code Section 162(m),
 - alter the Performance Goals as set forth in Section 5.1;
 - increase the maximum amounts set forth in Section 5.2 and Section 5.3;
 - change the class of eligible employees or the Target Performance Awards (% of Salary) set forth in Section 4; or
 - implement any change to a provision of the Plan requiring stockholder approval in order for the Plan to continue to comply with the requirements of the Code Section 162(m) Exception;
- ii. no amendment, suspension, or termination shall, without the consent of the Participant, alter or impair a Participant's right to receive payment of a Performance Award for a Plan Year otherwise payable hereunder; and
- iii. in the event of any conflict between the terms of this Plan and the terms of any employment, compensation or similar agreement between the Company and a Participant, the terms of the employment, compensation or similar agreement between the Company and the Participant shall prevail.

11. SEVERABILITY

In the event that any one or more of the provisions contained in the Plan shall, for any reason, be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Plan and the Plan shall be construed as if such invalid, illegal or unenforceable provisions had never been contained therein.

12. WITHHOLDING

The Company shall have the right to make such provisions as it deems necessary or appropriate to satisfy any obligations it may have to withhold federal, state, or local income or other taxes incurred by reason of payments pursuant to the Plan.

13. GOVERNING LAW

This Plan and any amendments thereto shall be construed, administered, and governed in all respects in accordance with the laws of the State of Florida (regardless of the law that might otherwise govern under applicable principles of conflict of laws).

14. REGULATORY PROVISIONS

This Plan is not intended to provide for deferral of compensation for purposes of Code Section 409A, by means of complying with Section 1.409A-1(b)(4) of the final Treasury regulations issued under Code Section 409A. The provisions of this Plan shall be interpreted in a manner that satisfies the requirements of Section 1.409A-1(b)(4) of the final Treasury regulations issued under Code Section 409A and the Plan shall be operated accordingly. If any provision of this Plan or any term or condition of any Performance Award would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and deemed amended so as to avoid this conflict.

In the event that following the application of the immediately preceding paragraph, any Performance Award is subject to Code Section 409A, the provisions of Code Section 409A are hereby incorporated herein by reference to the extent necessary for any Performance Award that is subject to Code Section 409A to comply therewith. In such event, the provisions of this Plan shall be interpreted in a manner that satisfies the requirements of Code Section 409A and the Plan shall be operated accordingly. If any provision of this Plan or any term or condition of any Performance Award would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and deemed amended so as to avoid this conflict.

Solely for purposes of determining the amount of any Performance Award under this Plan, the term "Salary" shall mean the Participant's base salary in effect during the performance period not taking into account any deferrals of salary that such Participant may make to a 401(k) plan, a Section 125 plan or any other deferred compensation plan; provided, however, that the term "Salary" shall not, in any event, with respect to any Participant, exceed the maximum deductible amount described in Section 162(m)(1) of the Code.

Notwithstanding any other provision of this Plan, if a Participant is not employed by the Company on the last day of the performance period to which a Performance Award relates, the maximum Performance Award payable to such Participant shall not exceed the "Pro-Rata Performance Award." For this purpose, the term "Pro-Rata Performance Award" shall mean the Performance Award, if any, that would have been payable by the Company to such Participant for the performance period if and to the extent that the performance goals for such performance period have been met, if the Participant had been employed by the Company throughout the entire performance period, multiplied by a fraction, the numerator of which shall be the number of days from the first day of the bonus period through and including the date of termination of employment and the denominator of which shall be the total number of days in the performance period.

AMENDED AND RESTATED

The GEO Group, Inc.

SENIOR OFFICER RETIREMENT PLAN
(effective December 31, 2008)

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INTRODUCTION

The GEO Group, Inc. ("GEO") hereby amends and restates The GEO Group, Inc. Senior Officer Retirement Plan, hereinafter referred to as the "Plan."

The purpose and objective of the Plan is to provide retirement benefits to selected key executives of an Employer and to provide pre-retirement benefits in the event of the death or disability of a Participant.

The Plan has been reviewed and approved by the Compensation Committee of the Board of Directors of GEO, and upon the recommendation of that Committee, by the Board of Directors of GEO.

Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

This plan is effective from March 31, 1995, as amended in May 2005 and subsequently amended and restated effective on December 31, 2008.

ARTICLE I
DEFINITIONS

- 1.0 Definitions.** The following terms when used in this Plan shall have the following meanings unless a different meaning is clearly required by the context.
- 1.1 Annual Benefit.** The annual benefit to which a Participant is entitled under the Plan in the absence of a Form of Annuity Election.
- 1.2 Beneficiary.** The beneficiary or beneficiaries of a Participant in accordance with Section 4.8.
- 1.3 Code Section 409A.** Section 409A of the Internal Revenue Code of 1986, as amended from time to time, and its implementing regulations and guidance.
- 1.4 Committee.** The GEO Corporate Retirement Committee comprised of the Chairman of the Board of Directors, the President, the Chief Financial Officer, the Vice President, Human Resources and the General Counsel of GEO.
- 1.5 Disability.** A situation where a Participant, by reason of a physical or mental impairment that can be expected to result in death or be expected to last for a continuous period of not less than 12 months: (a) is unable to engage in any substantial gainful activity, or (b) is receiving income replacement benefits for a period of not less than 3 months under an accident or health plan sponsored by the Employer. Notwithstanding the foregoing, disability shall not be deemed to occur unless it constitutes a “disability,” as such term is defined in Code Section 409A.
- 1.6 Early Retirement Election.** An election by a Participant to receive benefits under this Plan before such Participant attains Normal Retirement Age, as described in, and subject to the limitations and requirements of, Section 4.3.
- 1.7 Employee.** An Employee of an Employer.
- 1.8 Employer.** GEO and/or any affiliate or subsidiary thereof.
- 1.9 FAS.** The average salary of a Participant earned during his or her last five (5) years of employment with an Employer, including the year in which the event or occurrence requiring a determination of a Participant’s FAS occurs (or, in the case of a Participant who Separates from Service after attaining Normal Retirement Age, if greater, the average salary of such Participant earned during his or her last five (5) years prior to and including the year the Participant attains Normal Retirement Age). For purposes of calculating a Participant’s FAS, “salary” does not include any bonuses, but does include any deferred salary in the year in which it is earned (regardless of when paid).

- 1.10 **Form of Annuity Election.** An election described in Section 5.2 to receive benefits under this Plan in the amounts, and for the duration, described in either Section 5.2.1 or Section 5.2.2.
- 1.11 **GEO.** The GEO Group, Inc., a Florida corporation.
- 1.12 **Normal Retirement Age.** Age 65.
- 1.13 **Participant.** Any Employee who participates in this Plan in accordance with Article II.
- 1.14 **Plan.** The GEO Group, Inc. Senior Officer Retirement Plan as it may from time to time be amended.
- 1.15 **Qualifying Age.** The later of (a) the earliest age at which the Participant could begin receiving Social Security benefits or (b) the Participant's age on the date his or her benefits commence pursuant to the terms of this Plan; provided, however, Qualifying Age shall never be greater than Normal Retirement Age.
- 1.16 **Retire.** To Separate from Service after attaining Normal Retirement Age.
- 1.17 **Retirement.** The date on which the Participant Separates from Service after attaining Normal Retirement Age.
- 1.18 **Separation from Service** or, as the context requires, **Separate from Service.** A "separation from service" as described in Code Section 409A.
- 1.19 **Social Security Benefits.** The annual amount of Social Security benefits for which a Participant is eligible upon reaching his or her Qualifying Age.
- 1.20 **Years of Service.** The number of full years during which an Employee is continuously employed by an Employer, including years prior to participation in the Plan.

ARTICLE II PARTICIPANT ELIGIBILITY

- 2.1 **Initial Eligible Employees.** The attached list of individuals are those Employees who have been approved for participation at the inception of the Plan. See Exhibit A. Participants shown on Exhibit A who are age 55 or over at inception of the Plan shall not be eligible to make an Early Retirement Election.
- 2.2 **Other Eligible Employees.** In addition to those initially eligible, other key executives may be suggested for participation in the Plan by the Committee, subject to the final approval of the Compensation Committee of the Board of Directors of GEO.
- 2.3 **Excluded Employees.** No Employee shall be eligible for participation in the Plan if such Employee participates in The GEO Group, Inc. Executive Retirement Plan or is a party to an individual Executive Retirement Agreement with GEO.

**ARTICLE III
BENEFITS**

3.1 Vesting in Benefits. A Participant shall become vested in benefits under this Plan when such Participant has at least ten (10) Years of Service, provided such Participant remains continuously employed with an Employer until at least age 55. No benefits shall be paid under this Plan until after a Participant Separates from Service.

3.2 Benefit Computations.

3.2.1 Twenty-Five or More Years of Service. For a Participant with twenty-five (25) or more Years of Service, the Annual Benefit shall be forty-five percent (45%) of the FAS of such Participant, reduced by one hundred percent (100%) of any Social Security Benefits. The amount determined under this Section 3.2.1 shall be reduced in accordance with Section 3.2.3, if applicable.

3.2.2 Between Ten and Twenty-Five Years of Service. For a Participant with at least ten (10) Years of Service, but fewer than twenty-five (25) Years of Service, the Annual Benefit shall be 1.8% times the Participant's Years of Service times the Participant's FAS, reduced by one hundred percent (100%) of any Social Security Benefits. Thus, for example, a Participant who had twenty (20) Years of Service at the time of his or her entitlement to benefits under this Plan would have an Annual Benefit of thirty-six percent (36%) (which is 1.8% times 20) of FAS reduced by one hundred percent (100%) of any Social Security Benefits. The amount determined under this Section 3.2.2 shall be reduced in accordance with Section 3.2.3, if applicable.

3.2.3 Reduction for Benefits Commencing Before Normal Retirement Age. In the event a Participant has made a timely and valid Early Retirement Election, the Annual Benefit otherwise payable to the Participant under this Plan shall be reduced by a factor of 4% for each year (or fraction thereof) that the Participant is under Normal Retirement Age at the time benefits under the Plan commence. The computation of Annual Benefits provided in Sections 3.2.1 or 3.2.2, as applicable, would be made using an estimated amount of Social Security Benefits, as determined pursuant to the principles established by the Social Security Administration, which would be payable to the Participant upon reaching his or her Qualifying Age. The following is an example of the calculation of Annual Benefits described in this Section 3.2.3.

Example

An Executive with a valid Early Retirement Election in effect Separates from Service at age sixty-two (62) with twenty-two (22) Years of Service. His FAS is \$200,000 and his estimated Social Security Benefit is \$14,400 annually.

1.8% x 22 x \$200,000 =	\$ 79,200
Less estimated Social Security Benefit	-14,400
Benefit that would have been payable upon Retirement at age 65	\$ 64,800
Early benefit factor 100% — (3 x 4%) =	x 88%
Annual Benefit payable at age 62	\$ 57,024
Monthly payment for life	\$ 4,752

3.2.4 Years of Service Counted. All Years of Service are includible for purposes of the calculation of benefits in this Article III. Years of Service in excess of twenty-five (25) years are not considered for purposes of calculating Annual Benefits. No benefits will be payable under this Plan to any Participant with fewer than ten (10) Years of Service. Years of Service after a Participant reaches age 65 will be counted to allow a Participant to reach the maximum of 25 Years of Service.

**ARTICLE IV
WHEN BENEFITS ARE PAYABLE**

4.1 Separation from Service After Attaining Normal Retirement Age. Upon Retiring after attaining Normal Retirement Age, a Participant shall be paid monthly 1/12th of the Annual Benefit provided in either Section 3.2.1 or 3.2.2. The following is an example of the calculation of Annual Benefits described in this Section 4.1.

Example

An Executive Retires at age sixty-five (65) with twenty-five (25) Years of Service. The FAS is \$200,000 and the Social Security Benefit is \$14,400 annually at the time of his or her Retirement.

45% x \$200,000 =	\$ 90,000
Less Annual Social Security Benefit	<u>-14,400</u>
Plan pays annually for life	<u>\$ 75,600</u>
Monthly payment for life	\$ 6,300

4.2 Separation from Service Between Ages 55 and 65 — No Early Retirement Election. Unless the Participant has made an Early Retirement Election pursuant to Section 4.3 below, if a Participant (a) has at least ten (10) Years of Service, (b) is at least age 55 at the time of his or her Separation from Service and (c) Separates from Service before attaining Normal Retirement Age, then such Participant shall commence receiving benefits under the Plan at Normal Retirement Age. The Annual Benefits of such a Participant shall be determined based on his or her Years of Service at the time of his or her Separation from Service, and shall be calculated as provided in Section 3.2.

4.3 Separation from Service Between Ages 55 and 65 — Early Retirement Election. If a Participant (a) has at least twenty (20) Years of Service, (b) is at least age 55 at the time of his or her Separation from Service, (c) Separates from Service before attaining Normal Retirement Age, and (d) made a valid and timely Early Retirement Election in accordance with the requirements set forth in this Section 4.3, then such Participant shall commence receiving benefits under the Plan on the date specified in the Early Retirement Election. The Annual Benefits of such a Participant shall be determined based on his or her Years of Service at the time of his or her Separation from Service and shall be calculated under Section 3.2.3.

4.3.1 Early Retirement Election. An Early Retirement Election shall set forth the date a Participant elects to commence receiving benefits under this Plan. Such date may be either (a) the date of Separation from Service or (b) a specified date no later than the date the Participant attains Normal Retirement Age. In the event a Participant elects a specified date that is before the Participant's Separation from Service, then benefits under this Plan shall commence upon the Participant's Separation from Service.

4.3.2 Timing of Valid Initial Early Retirement Election. In order to be valid, an Early Retirement Election must be made (a) on or before December 31, 2008 or (b) no more than thirty (30) days after an Employee becomes a Participant in the Plan.

4.3.3 Amendments to or Revocations of Early Retirement Elections. A Participant may amend or revoke an executed Early Retirement Election only if the following conditions are met:

- (a) such amendment or revocation does not take effect until at least twelve (12) months after the date on which such amendment or revocation is made;
- (b) the payment or benefit with respect to which such amendment or revocation is made is deferred for at least five (5) years from the date such payment or benefit would otherwise have been made in the absence of such amendment or revocation; and
- (c) in the case of a Participant that elected to commence receiving benefits on a specified date, as described in Section 4.3.1, such amendment or revocation is made at least twelve (12) months before such specified date.

4.4 Pre-Retirement Death Benefit. In the event of the death of a Participant prior to his or her Separation from Service, a benefit shall be payable to his or her designated Beneficiary for a period of ten (10) years beginning on the first day of the month following the Participant's death. The Annual Benefit under this Section 4.4 shall be calculated under Section 3.2.1 or 3.2.2, as applicable, based upon the Participant's Years of Service at the time of his or her death (and without any reduction under Section 3.2.3),

reduced by fifty percent (50%), but without any reduction for Social Security Benefits. Distributions under this Section 4.4 shall be made as soon as administratively practicable following the date on which the Committee receives written notification of the Participant's death in the manner prescribed by the Committee, but in no event later than 90 days following such death.

- 4.5 Disability Benefit.** In the event of the Disability of a Participant prior to his or her Separation from Service, a benefit shall be payable to such Participant commencing on the later of the date the Participant attains Normal Retirement Age or the date of the Disability. The Annual Benefit under this Section 4.5 shall be calculated under Section 3.2.1 or 3.2.2, as applicable, based upon the Participant's Years of Service and compensation of the Participant prior to his or her Disability (and without any reduction under Section 3.2.3).
- 4.6 Timing of Payment.** Except as provided in this Section 4.6, all payments of benefits under this Plan shall begin on the first day of the month following the date or event that triggered commencement of benefits hereunder. Notwithstanding any other provision of this Plan, no benefits under this Plan shall be paid to a Participant earlier than (a) the date that is six months after the Participant's Separation from Service or (b) the date of Participant's death. In the event that the payment of any benefits is delayed by reason of the prior sentence, then any delayed payments shall be paid to the Participant in lump sum at the end of such required delay in order to catch up to the original payment schedule. If calculation of the amount of any payment under the Plan is not administratively practicable due to events beyond the control of the Participant (or Participant's Beneficiary), the payment shall be made no later than six (6) months following the date on which the calculation of the amount of the payment is administratively practicable. For purposes of this Section 4.6, the inability of the Employer to calculate the amount or timing of a payment due to a failure of the Participant (or Participant's Beneficiary) to provide reasonably available information necessary to make such calculation does not constitute an event beyond the control of the Participant (or Participant's Beneficiary).
- 4.7 Proof of Death.** The Committee may require such proof of death and such evidence of the right of any person to receive all or part of the death benefit of a deceased Participant as the Committee may deem desirable.
- 4.8 Beneficiaries.** Every Participant shall be furnished with a form on which he may designate one or more Beneficiaries to receive the benefits due him under the Plan in the event of his death during employment or before all payments due are made.
- 4.8.1** A Participant may change any such designation by signing and filing with the Committee a new Designation of Beneficiary.
- 4.8.2** If no Beneficiary is designated, or if the designated Beneficiary has not survived the Participant, and if no alternative designation of Beneficiary shall be effective, the Participant's Beneficiary shall be his surviving spouse, or if no spouse survives the Participant, the estate of the deceased Participant.

- 4.8.3** If more than one Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries unless the Participant specifically designated one Beneficiary as the primary Beneficiary and the other Beneficiaries as contingent Beneficiaries.
- 4.8.4** In the event a Participant dies following his or her Separation from Service but prior to the commencement of any benefits under this Plan, any benefits payable to a Beneficiary shall be paid at the same time and in the same form as such benefits would have been paid had the Participant died the day following the date he or she was to commence benefits under this Plan.
- 4.8.5** If the Beneficiary cannot be located for a period of one year following the Participant's death despite mailing to the Beneficiary's last known address, and if the Beneficiary has not made a written claim within such period to the Committee, such Beneficiary shall be treated as having predeceased the Participant.
- 4.9** **Participant's Rights Unsecured**. The right of the Participant or his Beneficiary to receive a distribution hereunder shall be an unsecured claim against the general assets of the Employer, and neither the Participant nor his Beneficiary shall have any rights in or against any specific assets of the Employer. Benefits under the Plan may not be encumbered or assigned by a Participant or any Beneficiary.
- 4.10** **Forfeiture of Benefits**. Notwithstanding any other provision of this Plan, all benefits otherwise payable to a Participant may be forfeited if the Committee determines that such Participant has become employed by a competitor of the Employer either as an employee or a consultant.

ARTICLE V FORM OF ANNUITY

- 5.1** **Absence of Form of Annuity Election**. If the Participant does not make a timely Form of Annuity Election in accordance with Section 5.2, the Annual Benefits payable under this Plan shall be paid monthly from the time of the commencement of benefits hereunder until the death of the Participant.
- 5.2** **Form of Annuity Election**. A Participant may make a Form of Annuity Election at any time during his or her lifetime provided that such election must be made no later than thirty (30) days before the date benefits commence under this Plan. Any Form of Annuity Election made after this date shall be null and void. A Form of Annuity Election shall specify whether the Participant elects to receive benefits under the Plan in the amounts, and for the duration, described in either Section 5.2.1 or Section 5.2.2 below. A Participant may make, revoke, or change a Form of Annuity Election at any time during his or her lifetime provided that such revocation or change shall be effective only if made no later than thirty (30) days before benefits commence under this Plan.
- 5.2.1** **Life with Ten Years Certain**. A Participant may elect to receive the actuarially determined equivalent of the Annual Benefit that would be paid under Section

5.1, but instead to be paid monthly until the later of (a) the death of the Participant or (b) ten (10) years after the commencement of benefits under the Plan, whichever is longer. Amounts paid after the death of the Participant shall be paid monthly to the Participant's designated Beneficiary.

5.2.2 Joint and Survivor Options. A Participant may elect to receive the actuarially determined equivalent of the Annual Benefit that would be paid under Section 5.1, but instead to be paid monthly until the later of (a) the death of the Participant or (b) the death of another person (which person shall be specified in the Form of Annuity Election).

ARTICLE VI ADMINISTRATION

- 6.1 The Committee.** The Plan will be administered by the Committee.
- 6.2 Powers and Authority of Committee.** Except as otherwise expressly provided in the Plan, the Committee will have all powers necessary or helpful for the carrying out of its duties and responsibilities under the Plan, and its decisions or actions in good faith in respect of any matter hereunder will be final, conclusive and binding upon all parties concerned.
- 6.3 Liability Limited.** Except as otherwise provided by law, neither the Employer nor any person who is a member of the Committee or who is an employee, officer and/or director of the Employer will incur any liability whatsoever on account of any matter connected with or related to the Plan, unless such person has acted in bad faith, or has willfully neglected his duties, in respect of the Plan.
- 6.4 Reliance on Information.** The members of the Committee, the Employer, and its respective officers, directors and employees will be entitled to rely upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, insurance company, counsel, physician or other expert who is engaged by the Committee. The members of the Committee, the Employer, and its respective officers, directors, and employees will be fully protected in respect of any action taken or suffered by them in good faith in reliance thereon, and all action so taken or suffered shall be conclusive upon all persons affected thereby.
- 6.5 Genuineness of Documents.** The Committee, the Employer, and its respective officers, directors and employees, will be entitled to rely upon any notice, request, consent letter, telegram or other paper or document believed by them or any of them, in good faith, to be genuine and to have been signed or sent by the proper person.
- 6.6 Proper Proof.** In any case in which the Committee or the Employer is required under the Plan to take action upon the occurrence of any event, it will be under no obligation to take such action unless and until proper and satisfactory evidence of such occurrence has been received by it.

**ARTICLE VII
AMENDMENT, TERMINATION AND EXCEPTIONS**

- 7.1 **Modification or Amendment.** The Board of Directors of GEO may at any time amend this Plan; provided, however, that such amendment shall not affect the rights of the Participants or their Beneficiaries with respect to any benefits accrued or payable before the date of any such amendment.
- 7.2 **Termination of Plan.** The Board of Directors of GEO may, in its sole discretion, terminate the Plan at any time; provided, however, such termination shall not affect the rights of Participants or their Beneficiaries with respect to any benefits accrued or payable before the date of such termination of this Plan.
- 7.3 **Exceptions.** Subject to Sections 8.7 and 8.8, the Compensation Committee of the Board of Directors of GEO may make individual exceptions to the Plan from time to time to broaden the provisions of the Plan to be more favorable to a Participant than the provisions of the Plan. No exception may be made by such Committee to narrow the coverage of the Plan or to make exceptions which are less favorable to a Participant.

**ARTICLE VIII
MISCELLANEOUS**

- 8.1 **No Implied Rights.** Neither the establishment of the Plan nor any modification thereof, shall be construed as giving any Participant, Employee, Beneficiary or other person any legal or equitable right unless such right shall be specifically provided in the Plan or conferred by affirmative action of the Committee or the Compensation Committee of the Board of Directors of GEO in accordance with the terms and provisions of the Plan.
- 8.2 **Status of Employment Relations.** Nothing in this Plan shall be deemed to:
- 8.2.1 Give to any employee the right to be retained in the employ of an Employer;
- 8.2.2 Affect the right of an Employer to discipline or discharge any employee at any time;
- 8.2.3 Give an Employer the right to require any employee to remain in its employ; or
- 8.2.4 Affect any employee's right to terminate his employment at any time.
- 8.3 **Binding Effect.** The provisions of the Plan shall be binding on the Employer, the Committee and their successors, and on all persons entitled to benefits under the Plan and their respective heirs, legal representatives and successors in interest.
- 8.4 **Governing Laws.** The Plan shall be construed and administered according to the laws of the State of Florida to the extent that such laws are not preempted by the laws of the United States of America.
- 8.5 **Usage.** Whenever applicable, the masculine gender, when used in the Plan, shall include the feminine and neuter genders, and the singular shall include the plural.

8.6 Captions. The captions contained herein are inserted as a matter of convenience and for reference only, and in no way define, limit, enlarge or describe the scope or intent of the Plan nor in any way shall affect the Plan or the constructions of any provisions thereof.

8.7 Section 409A. The provisions of this Plan shall be interpreted, applied, administered and operated in such manner as will meet the requirements of Code Section 409A so that no amount is included in the gross income of the Participant, his/her estate or Beneficiary pursuant to such Code Section in connection with this Plan.

Exhibit A

John J. Bulfin

John M. Hurley

Jorge A. Dominicus

Thomas M. Wierdsma