

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 4, 2009

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))

Section 1 — Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

On December 4, 2009, The GEO Group, Inc. (“GEO”) completed a seventh amendment to its senior secured credit facility through the execution of Amendment No. 7 (“Amendment No. 7”) to the Third Amended and Restated Credit Agreement, dated as of January 24, 2007 (the “Credit Agreement”), between GEO, as Borrower, certain of GEO’s subsidiaries, as Grantors, and BNP Paribas, as Lender and as Administrative Agent. Amendment No. 7 makes certain revisions to the definitions of the terms “Adjusted EBITDA” and “Non-Recourse Debt Service” in the Credit Agreement.

Amendment No. 7 is filed with this report as Exhibit 10.1 and is incorporated herein by reference.

Section 2 — Financial Information

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information contained in Item 1.01 above is incorporated herein by reference.

Section 9 — Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

c) Exhibits

- 10.1 Amendment No. 7 to the Third Amended and Restated Credit Agreement, dated effective as of December 4, 2009, between The GEO Group, Inc., as Borrower, certain of GEO’s subsidiaries, as Grantors, and BNP Paribas, as Lender and as Administrative Agent

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE GEO GROUP, INC.

December 10, 2009

Date

By: /s/ Brian R. Evans

Brian R. Evans
Senior Vice President and Chief Financial Officer
(Principal Financial Officer and duly authorized
signatory)

EXECUTION COUNTERPART

AMENDMENT NO. 7

AMENDMENT NO. 7 dated as of December 4, 2009 among THE GEO GROUP, INC., a Florida corporation, as borrower (the "Borrower"), its Subsidiaries listed on the signature pages hereto, as guarantors (the "Guarantors") and BNP PARIBAS, in its capacity as Administrative Agent under the Credit Agreement referred to below (together with its permitted successors, the "Administrative Agent").

The Borrower, the Lenders party thereto and the Administrative Agent are parties to a Third Amended and Restated Credit Agreement dated as of January 24, 2007 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by means of loans and letters of credit) to be made by said Lenders to the Borrower.

The Borrower has requested that the Credit Agreement be amended in certain respects, and the requisite Lenders have authorized the Administrative Agent to agree to such request on the terms and conditions hereof. Accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined or amended and restated in this Amendment No. 7, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendments. Subject to the satisfaction of the condition precedent specified in Section 3 below, but effective as of the date hereof, the Credit Agreement shall be amended as follows:

2.01. References Generally. References in the Credit Agreement (including references to the Credit Agreement as amended hereby) to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") shall be deemed to be references to the Credit Agreement as amended hereby.

2.02. Definitions. Section 1.1 of the Credit Agreement shall be amended by:

(a) Amending and restating the definition of "Adjusted EBITDA" as follows:

"Adjusted EBITDA" means, for any period, (a) if operating income less Non-Recourse Debt Service of all Unrestricted Subsidiaries for such period is less than or equal to 15% of the operating income less Non-Recourse Debt Service of the Borrower and its Subsidiaries for such period, in each case calculated on a consolidated basis, EBITDA for such period calculated as if the references in the definition of "EBITDA" and "Net Income" to Restricted Subsidiaries instead referred to all Subsidiaries and without giving effect to clause (c) in the definition of "Net Income" ("Modified EBITDA") and (b) if the operating income less Non-Recourse Debt Service of all Unrestricted Subsidiaries for such period is greater than 15% of the operating income less Non-Recourse Debt Service of the Borrower and its Subsidiaries for such period, in each case calculated on a consolidated basis, EBITDA.

(b) Amending the definition of EBITDA by adding "(other than Non-Recourse Debt Service of Australasian Correctional Investment Pty Ltd)" after "(2) Non-Recourse Debt Service".

(c) Amending clause (b) of the definition of “Net Income” by adding “and except to the extent included pursuant to Section 14.9 hereof” after “except to the extent included pursuant to the foregoing clause (a)”.

(d) Amending and restating the definition of “Non-Recourse Debt Service” as follows:

“Non-Recourse Debt Service” means, with respect to any Person, for any period, the sum of (a) the net interest expense of such Person with respect to Non-Recourse Project Financing Indebtedness determined for such period, without duplication, in accordance with GAAP and (b) the scheduled principal payments required to be made during such period by such Person with respect to Non-Recourse Project Financing Indebtedness.

Section 3. Conditions Precedent. The amendments set forth in Section 2 hereof shall become effective, as of the date hereof, upon the receipt by the Administrative Agent of counterparts of this Amendment No. 7 executed by the Borrower, the Guarantors and the Administrative Agent together with authorizations to execute this Amendment No. 7 from the requisite Lenders.

Section 4. Security Documents. The Borrower and the Guarantors hereby ratify and confirm the respective Guaranty Obligations and Liens granted by them under the Security Documents in favor of the Secured Parties.

Section 5. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment No. 7 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 7 by signing any such counterpart. This Amendment No. 7 shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to the Credit Agreement to be duly executed and delivered as of the day and year first above written.

THE GEO GROUP, INC. (formerly known as Wackenhut Corrections Corporation), as Borrower

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: Sr. VP & CFO
The GEO Group, Inc.

CORRECTIONAL SERVICES CORPORATION, as Guarantor

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: VP & Treasurer
Correctional Services Corp.

GEO HOLDINGS I, INC., as Guarantor

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: VP, Finance
GEO Holdings I, Inc.

GEO ACQUISITION II, INC., as Guarantor

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: VP, Finance
GEO Acquisition II, Inc.

GEO CARE, INC. (formerly known as Atlantic Shores Healthcare, Inc.), as Guarantor

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: Treasurer
GEO Care, Inc.

GEO RE HOLDINGS LLC (formerly known as WCC RE Holdings LLC), as Guarantor

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: SVP & Treasurer
GEO RE Holdings LLC

[Signature pages continue]

Amendment No. 7

CPT OPERATING PARTNERSHIP, L.P., as Guarantor

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: VP, Finance
CPT Operating Partnership L.P.

CPT LIMITED PARTNER, LLC, as Guarantor

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: CPT Limited Partner, LLC
VP, Finance

CORRECTIONAL PROPERTIES PRISON FINANCE LLC, as Guarantor

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: VP, Finance
Correctional Properties Prison
Finance LLC

PUBLIC PROPERTIES DEVELOPMENT AND LEASING LLC, as Guarantor

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: VP, Finance
Public Properties Development
& Leasing LLC

GEO TRANSPORT, INC., as Guarantor

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: VP & Treasurer
GEO Transport Inc.

JUST CARE, INC., as Guarantor

By: _____ /s/ Brian R. Evans
Name: BRIAN R. EVANS
Title: VP & Treasurer
Just Care, Inc.

[Signature pages continue]

Amendment No. 7

BNP PARIBAS,
as Lender

By: /s/ John Treadwell, Jr.
Name: John Treadwell, Jr.
Title: Vice President

By: /s/ Nicole Mitchell
Name: NICOLE MITCHELL
Title: Vice President

BNP PARIBAS,
as Administrative Agent

By: /s/ John Treadwell, Jr.
Name: John Treadwell, Jr.
Title: Vice President

By: /s/ Nicole Mitchell
Name: NICOLE MITCHELL
Title: Vice President

Amendment No. 7