

Oklahoma Board of Corrections REGULAR MEETING

June 25, 2025

Mabel Bassett Correctional Center 29501 Kickapoo Road, McLoud, Oklahoma

OKLAHOMA BOARD OF CORRECTIONS REGULAR MEETING AGENDA

MABEL BASSETT CORRECTIONAL CENTER 29501 N. KICKAPOO ROAD, MCLOUD, OK 1:00 PM on June 25, 2025

ITEM PRESENTER 1. Call to Order Stephan Moore A. Pledge of Allegiance Chair B. Roll Call 2. Approval of the Board of Corrections Regular Meeting Minutes Stephan Moore A. May 28, 2025* Chair 3. Chairman's Update Stephan Moore Chair 4. Director's Update Jason Sparks **Chief of Operations** 5. Warden's Update **Scott Tinsley MBCC** Warden 6. R.I.S.E. Cosmetology Program Unit Spotlight Christie Luther **Executive Director and** Founder of R.I.S.E 7. Warden Appointment Jason Sparks A. Josh Cultrera, Jesse Dunn Correctional Center* **Chief of Operations** 8. Declaration of Emergency at OSP/Jackie Brannon Correctional Center* Jason Sparks The ODOC requests that the Board of Corrections declare an emergency **Chief of Operations** pursuant to 61 O.S. 130 (A) for the reason that a sudden, unexpected and unforeseen severe weather event occurred at the Oklahoma State Penitentiary and the Jackie Brannon Correctional Center on June 7, 2025, and caused damage to both correctional facilities that could endanger public health and safety and result in further damage to state property if the situation is not promptly addressed. 8. Agency Budget Update **Ashlee Clemmons** A. FY25 DOC Budget Report Chief Financial Officer B. FY26 Budget Work Program* C. FY27 Capital Outlay Request* 9. Inmate/Offender Population Jason Bryant A. Population Analysis Report Chief of Population

& Programs

10. Approval to Enter into Executive Session*
Update and discussion regarding contract negotiations and plan for acquisition of property commonly known as the Lawton Correctional Center and request for Board approval pursuant to 25 O.S.
§ 307(B)(10): Discussing contract negotiations involving contracts requiring approval of the State Board of Corrections, which shall be limited to members of the public body, the attorney for the public body, and the immediate staff of the public body. No person who may profit directly or indirectly by a proposed transaction which is under consideration may be present or participate in the executive session...

Kari Hawkins General Counsel

11. Approval to Exit from Executive Session*

Kari Hawkins General Counsel

12. Approval of Purchase and Sale Agreement for property commonly known as Lawton Correctional Center*

Kari Hawkins General Counsel

13. Resolution: Probation and Parole Officer Appreciation Week*

Jacob Wheeler Inspector General

14. Committee Reports – Standing Committees

Committee Chairs

- A. Executive Chair Stephan Moore, Vice-Chair Daniel Snead, Secretary Rhonda Bear and Past President Hastings Siegfried
- B. Public Policy/Affairs/Criminal Justice Chair Rhonda Bear and Member Jake Parsons
- C. Population/Security/Private Prison Chair Hastings Siegfried and Members Joseph Brantley, Sunne Day and Daniel Snead
- D. Audit/Finance- Chair Randy Chandler, Members Joseph Brantley, Stephan Moore and Hastings Siegfried

15. New Business

Stephan Moore

Chair

16. Election of Officers*

All Members

- A. Chair
- B. Vice Chair
- C. Secretary

17. Adjournment*

Stephan Moore

Chair

The next regular meeting of the Board of Corrections will be held at 1:00 PM on Wednesday, July 23, 2025, at Northeast Oklahoma Community Correctional Center.

*Board of Corrections Voting Item Updated on 6/23/2025 3:04:42 PM

OKLAHOMA BOARD OF CORRECTIONS REGULAR MEETING MINUTES

May 28, 2025

1. Call to Order

Chairman Stephan Moore called the meeting of the Oklahoma Board of Corrections (BOC) to order at 1:00 p.m., on Wednesday, May 28, 2025, at Jackie Brannon Correctional Center, 900 N. West Street, McAlester, OK.

The meeting was preceded by advance notice of the date, time, and place, filed with the Oklahoma Secretary of State on Tuesday, December 10, 2024. An announcement was also given at least twenty-four (24) hours in advance by posting notice of the date, time, place, and agenda of the meeting at 09:21 a.m., on Tuesday, May 27, 2025, at the principal office of the Oklahoma Department of Corrections (ODOC), located at 4345 N. Lincoln Blvd, Oklahoma City, OK 73105.

A. Pledge of Allegiance

Chairman Moore led the meeting attendees in reciting the pledge of allegiance to the United States Flag.

B. Roll Call

Chairman Moore asked the clerk to call roll:

Rhonda Bear	Present	Jake Parsons	Present
Joseph Brantley	Present	T. Hastings Siegfried	Present
Randy Chandler	Present	Daniel Snead	Present
Sunne Day	Absent	Matthew White	Present
Stephan Moore	Present		

The roll reflected a quorum.

2. Approval of Board of Corrections Meeting Minutes

Chairman Moore requested approval of the meeting minutes as presented to members in the BOC packet for May 28, 2025.

A. April 23, 2025, Meeting Minutes

Motion: Mr. White made the motion to approve the minutes. Mr. Parsons seconded the motion.

Rhonda Bear	Approved	Jake Parsons	Approved
Joseph Brantley	Approved	T. Hastings Siegfried	Abstained
Randy Chandler	Approved	Daniel Snead	Approved
Sunne Day	Absent	Matthew White	Approved
Stephan Moore	Approved		

The meeting minutes from April 23, 2025, were approved by majority vote.

3. Chairman's Update

Chairman Moore welcomed everyone to the Board of Corrections meeting and thanked the Jackie Brannon and Oklahoma State Penitentiary Correctional Center warden and staff for hosting the meeting and praised the Agri-Services programs including the dairy factory. Mr. Moore also commented on the success of the OBU Divinity program graduation of 23 inmates that took place earlier in the month.

4. Director's Update

Executive Director Steven Harpe gave agency updates including the following:

The Divinity program graduation had in attendance Governor Kevin Stitt, Secretary of Public Safety Tricia Everest, several Board of Corrections members and ODOC executive staff and saw the graduation of 23 inmates from the OBU Divinity Program with a 4-year bachelor's degree.

RFP announcement for pharmacy services awarded to Clinical Solutions Pharmacy, food services awarded to Trinity Group and canteen services awarded to Keefe Group. These three contracts will implement over the next 90 - 180 days.

The Lawton Correctional and Rehabilitation Facility purchase is moving forward with the hard work of the Senate, House of Representatives and the Governor. Director Harpe extended thanks to each of the people involved in funding the purchase and helping to get the deal accomplished.

CLA has asked Oklahoma City to host the Southern Region CLA meeting.

5. Warden's Welcome

Warden Christe Quick welcomed board members and ODOC staff. Oklahoma State Penitentiary (OSP) is a male, maximum-security prison in McAlester, was built in 1908 and is the oldest prison in the state with a capacity of 850 offering education and critical thinking programs. Jackie Brannon Correctional Center (JBCC) is a minimum-security facility for men with a capacity of 700, is located on 1,506 acres in northwest McAlester. JBCC offers education, CareerTech, Critical Thinking and Substance Abuse Treatment programs. Copies of the Oklahoma State Penitentiary and Jackie Brannon Correctional Center information sheets were included in the BOC packet for May 28, 2025.

6. Agri-Services Unit Spotlight

Chief Administrator of OCI/Agri-Services Carl Bear gave an overview of the Agri-Services Unit and their job function within the agency. A copy of the report was included in the BOC packet for May 28, 2025.

7. Agency Budget Update

A. FY25 DOC Budget Report

Chief Financial Officer Ashlee Clemmons welcomed everyone and provided an update on the year-to-date financials as of April 30, 2025. The financial reports were included in the BOC packet for May 28, 2025.

8. Inmate/Offender Population Update

A. Inmate/Offender Population Report

Chief Administrator of Classification & Programs Clint Castleberry provided an overview of the inmate/offender population as of April 30, 2025. A copy of the overview was included in the BOC packet for May 28, 2025.

9. Approval to Enter into Executive Session

Motion: Mr. White made a motion to enter Executive Session at 1:44 p.m.

Mr. Siegfried seconded the motion.

Rhonda Bear	Approved	Jake Parsons	Approved
Joseph Brantley	Approved	T. Hastings Siegfried	Approved
Randy Chandler	Approved	Daniel Snead	Approved
Sunne Day	Absent	Matthew White	Approved
Stephan Moore	Approved		

10. Approval to exit from Executive Session

Motion: Mr. White made a motion to return from Executive Session at 2:22 p.m. Mr. Siegfried seconded the motion.

Rhonda Bear	Approved	Jake Parsons	Approved
Joseph Brantley	Approved	T. Hastings Siegfried	Approved
Randy Chandler	Approved	Daniel Snead	Approved
Sunne Day	Absent	Matthew White	Approved
Stephan Moore	Approved		

11. GEO Contract Amendment

Motion: Mr. Chandler made a motion to approve the GEO contract amendment. Mr. Parsons seconded the motion.

Rhonda Bear	Approved	Jake Parsons	Approved
Joseph Brantley	Approved	T. Hastings Siegfried	Approved
Randy Chandler	Approved	Daniel Snead	Approved
Sunne Day	Absent	Matthew White	Approved
Stephan Moore	Approved		

The GEO contract amendment was approved by majority vote.

12. Committee Reports - Standing Committees:

A. Executive

Chairman Stephan Moore

Members Dan Snead, Rhonda Bear and Hastings Siegfried

Members in this committee discussed the proposed BOC agenda and current litigation.

B. Public Policy/Affairs/Criminal Justice

Chairman Rhonda Bear

Members Jake Parsons and Matthew White

Meeting was cancelled due to scheduling conflicts.

C. Population/Security/Private Prisons

Chairman Hastings Siegfried

Members Dan Snead, Joseph Brantley and Sunne Day

Members in this meeting discussed population, Oklahoma Inspector General statistical updates, Office of Threats and Intelligence updates and Private Prisons security and contract updates.

D. Audit and Finance

Chairman Randy Chandler

Members Joseph Brantley, Stephan Moore and Hastings Siegfried Members in this committee discussed the monthly financials and the FY26 budget

work program.

13. New Business

There was no new business.

14. Adjournment

Motion: Mr. White made a motion to adjourn the meeting. Mr. Siegfried seconded the motion.

Rhonda Bear	Approved	Jake Parsons	Approved
Joseph Brantley	Approved	T. Hastings Siegfried	Approved
Randy Chandler	Approved	Daniel Snead	Approved
Sunne Day	Absent	Matthew White	Approved
Stephan Moore	Approved		

There being no further business to discuss, the adjournment of the meeting was approved by a majority vote at 2:28 p.m.

Submitted to the Board of Corrections By:	
Toni Lee, Minutes Clerk	Date
I hereby certify that these minutes were duly May 28, 2025, in which a quorum was present as	• •

Rhonda Bear, Secretary Board of Corrections



MABEL BASSETT CORRECTIONAL CENTER

Mabel Bassett Correctional Center (MBCC) is a multi-function facility for female inmates in McLoud. The facility houses minimum and medium-security inmates, and serves as the reception and assessment center for all females incarcerated in Oklahoma. MBCC also houses women requiring specialized medical or mental health care. It houses more than 1,200 inmates, including Oklahoma's only female death row inmate.





Education

Many inmates lack basic education. MBCC offers literacy courses, Pre-High School Equivalency and High School Equivalency classes with the goal of inmates earning a High School Equivalency

diploma. Although not provided with state funding, college courses are also available to inmates who can pay for them or those who have alternative funding or scholarships. Mabel Bassett works with four different colleges, offering inmates the opportunity to attain an associate degree, bachelor degree, and a Post Graduate degree.



Substance Abuse Treatment

Many inmates need substance abuse treatment. MBCC Substance Abuse Treatment

teaches inmates ways to avoid drug and alcohol use, while also helping them develop cognitive, social, emotional, and coping skills needed to avoid using.



CareerTech

MBCC inmates can get instruction/hands-on training in the construction trades (electrical, plumbing, HVAC/R) through the CareerTech Skills Center. CareerTech provides the skills

necessary for apprentice/journeyman licensure which can aid in successful re-entry into the workforce upon release.



Criminal Thinking

MBCC offers Thinking for a Change, Brief Interventions, Cage Your Rage, Girl Scouts Parenting, Victim Impact "Listen and Learn," Women in Transition programs to address thinking, judgment errors, and relationships linked with criminal thinking/behavior.



Specialized Units

A 24/7 infirmary provides medical care for those requiring intensive monitoring and treatment. A medical unit houses inmates whose conditions need routine monitoring and ongoing medical care. A mental health unit treats inmates with serious mental illnesses that prevent them from living in the general population. Other units include the Delayed Sentencing Program for 18-22 year olds and the Youthful Offender Program for individuals younger than 18 years old and adjudicated as adults.





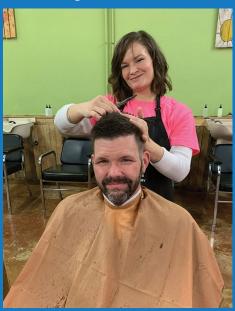
MABEL BASSETT CORRECTIONAL CENTER

MBCC also houses Mabel Bassett Assessment and Reception Center (MBARC) which receives women sentenced to prison. Over a 10-30 day assessment period, MBARC staff assess inmates to determine their facility assignment and what program criteria they meet. MBCC is named for former Commissioner of Charities and Corrections Mabel Bourne Bassett.



Rise

A former inmate began the RISE program after being released from Eddie Warrior Correctional Center. While incarcerated, she saw other inmates lacked the skills to earn a living once released. She worked with the Oklahoma State Board of Cosmetology to grant certificates to those completing the program. Only inmates who are misconductfree and sober are eligible. Each class trains up to 20 women in cosmetology. If the women pass the Oklahoma Board of Cosmetology test, they receive their state license to practice when they discharge. RISE began at MBCC in 2017. In 2023, RISE began offering a license in barbering as well.



Let's Talk About It, Oklahoma

With the help of grants and donated literature from Oklahoma Humanities, the MBCC Book Club, "Let's Talk About it, Oklahoma" was born. The weekly discussions are meant to educate, enlighten, empower, and help prevent recidivism.

Guardian Angels

Inmates trained in dog obiedience give rescued animals a second chance by teaching them basic skills to improve their chance at adoption. The program also teaches inmates responsibility, commitment, and unconditional love.



The Last Mile

MBCC is home to The Last Mile (TLM). a computer coding program for inmates. TLM prepares incarcerated individuals for successful re-entry through business and technology training. MBCC's program began in February 2019 through a partnership with TLM, The Chan Zuckerberg Initiative, the George Kaiser Family Foundation, and the Lobeck Taylor Family Foundation. Oklahoma is only the fourth state to host this course. Program students, who are not allowed on the internet while incarcerated, use a special software programming platform mimics the internet, giving them a live coding experience. Inmates learn coding skills to earn a living once they discharge from prison. With a zero-percent recidivism rate, graduates in other states have gone on to produce mobile apps and other programs consumers use.





R.I.S.E. Program Overview

R.I.S.E. Background, Philosophy and Mission

Eight years ago, Christie Luther saw an opportunity to change the lives of incarcerated women in Oklahoma. She launched the first cosmetology school inside a prison, sparking hope and transformation for those striving to find their way.

Since its inception, nearly 150 women have graduated from the program. Ms. Luther's mission has now expanded to serve the male inmates with the R.I.S.E. Barbering program offered through CWCCC. Remarkably, none of the 150 graduates have returned to prison, a testament to the power of second chances and the program's success.

Our mission is to empower individuals through cosmetology and barber training, providing the skills and support needed for personal and professional success. The program offer comprehensive resources, including state licensing assistance, immediate employment, career tools, and personal development services. Through a redemptive approach, strive to foster family restoration, reduce unemployment, and create a lasting impact in the lives of those we serve, helping them thrive in the beauty and barbering industry.

The R.I.S.E. mission is to provide a complete education in the Cosmetology and Barbering field, free of charge, to women and men who are currently incarcerated while assisting them in obtaining their Oklahoma State Board Cosmetology license, job placement, housing, clothing, transportation, and recovery support before their re-entry into society as successful re-emergent citizens, in an effort to lower current recidivism rates and help them change their lives after prison.

R.I.S.E. Program

Oklahoma Department of Corrections (ODOC) Program Services operates the R.I.S.E. Cosmetology School and Barbering School at MBCC and a second school location at EWCC will open this fall. We also offer an off-site R.I.S.E program for offenders at CWCCC. Upon successful completion of accomplished coursework, achievement credits will be awarded. Achievement credits for cosmetology, barbering, and master instructor course work can be awarded. Upon completion of instruction in accordance with the Oklahoma State Board of Cosmetology and Barbering and obtainment of licensure, achievement credits will be awarded as follows:

Cosmetology License	80	Barbering License	80
Master Instructor	80	Crossover License	40

Staffing

R.I.S.E. is staffed by volunteers and is an IRS recognized 501c3 non-profit organization. R.I.S.E. offers a hands-on learning environment with flexible hours, expert instructors, affordable tuition, job placement, and enrichment activities.

Funding

The R.I.S.E. school operates as an IRS recognized 501c3 non-profit organization. The R.I.S.E program is funded by donations and support from various supporters. This amazing program creates second chances and lasting transformations.

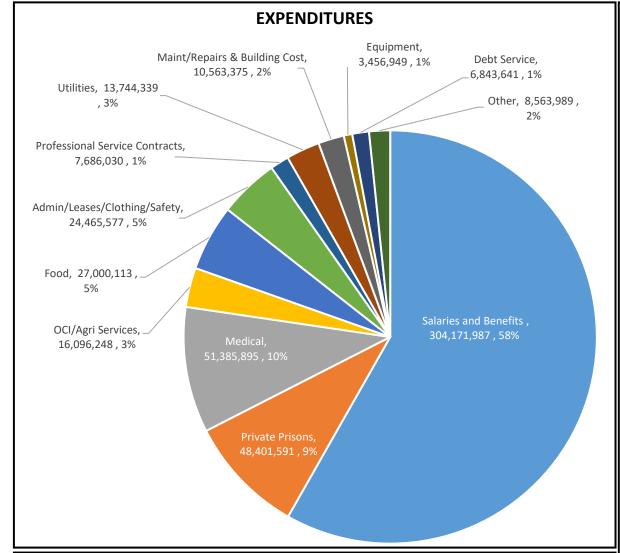
Education Assessment

Offenders at MBCC must submit proof of a high school diploma or GED to be eligible to register for any of the Instructor courses.

Every student who steps into the R.I.S.E. program begins a new chapter, breaking the cycle of incarceration and building a future filled with hope and opportunity. With each graduating class, Ms. Luther's vision of empowering women and men to reclaim their lives and pursue careers in cosmetology and barbering becomes a reality.

Joshua Cultrera-Warden Jess Dunn Correctional Center

Mr. Cultrera brings over 18 years of dedicated service in correction, leadership, and public safety to this new role. He began his career as a correctional officer in February of 2007 and has steadily advanced in rank as a Sergeant, Lieutenant, and acting Chief of Security. He has filled in as a Procedures Officer, Recreation Supervisor, and acting Unit Manager, demonstrating his ability to bridge his collaborative efforts to all areas of Corrections with ease. Mr. Cultrera has also demonstrated an unwavering commitment to safety, accountability, and rehabilitation of those in custody.



	STAFFING LEVELS					
	Budget	March	April	May		
CO's	1,557	1,260	1,261	1,259		
PO's	300	223	225	223		
Medical	460	395	388	391		
Other	1,835	1,701	1,689	1,675		
Total Staff	4,152	3,578	3,563	3,548		



B U D G E T U P D A T E

as of May 31, 2025

STAFFING UPDATES

(in comparison to previous month)

CO's **!** 2 / 0.02%

PO's **1** 2 / 0.89%

Medical **1** 3 / 0.7%

Other **14** / 0.8%

FY 2025 BUDGET TO ACTUALS						
YTD Expenditure Comparison by Category	FY 2025 July - May	FY 2024 July - May	Variance \$	%		
Payroll	\$273,045,069	\$272,163,130	\$881,939	0.3%		
Overtime	31,126,918	34,617,934	(3,491,016)	-10.1%		
Bi-weekly Conversion	-	7,525,111	(7,525,111)			
Performance Stipend	-	5,542,492	(5,542,492)			
Contract Beds	13,296	29,207	(15,911)	-54.5%		
Private Prisons	39,271,498	54,090,379	(14,818,881)	-27.4%		
Halfway Houses	1,234,544	1,168,380	66,164	5.7%		
Jail Backup	7,640,244	7,414,713	225,531	3.0%		
Jail Backup Trans Reim	242,009	237,128	4,881	2.1%		
Medical Services	45,881,943	43,644,179	2,237,764	5.1%		
Нер С	5,503,951	9,330,498	(3,826,547)	-41.0%		
Institutions/Community/Divisional	69,118,940	65,964,646	3,154,294	4.8%		
Probation and Parole	1,250,190	1,352,760	(102,570)	-7.6%		
Inmate Programs	2,108,240	3,286,203	(1,177,963)	-35.8%		
Community Sentencing	1,107,928	1,235,660	(127,732)	-10.3%		
General Operations	12,638,709	15,856,439	(3,217,730)	-20.3%		
Central Operations	1,744,736	2,227,067	(482,331)	-21.7%		
ІТ	11,669,578	9,470,324	2,199,254	23.2%		
ICON	3,108,664	3,511,581	(402,917)	-11.5%		
OCI/Agri	15,673,277	16,495,978	(822,701)	-5.0%		
Total	\$522,379,734	\$555,163,809	(\$32,784,075)	-6%		

	FY20 Actuals	FY21 Actuals	FY22 Actuals	FY23 Actuals	FY24 Actuals	FY25 Actuals	Total Expenditures FY20 - FY25
Hep C Treatment	12,440,167	6,969,204	9,059,044	9,304,390	9,299,597	5,503,951	52,576,353
Jail Backup Transport Reimbursement	242,490	233,129	214,447	259,985	272,036	242,009	1,464,096
ICON	2,763,366	5,941,177	4,974,234	5,880,169	4,593,119	3,856,828	28,008,893

Oklahoma Department of Corrections

FY 2025 Appropriaton as of May 31, 2025

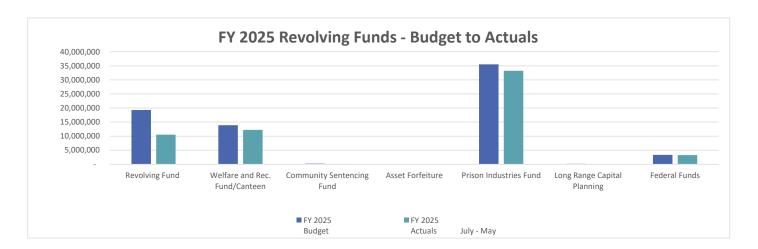
Account Code		Budgeted	Expenditures	Encumbered	Pre-Encumbered	Committed	Balance
	Payroll, Insurance, FICA and Retirement	334,543,333.00	290,943,317.38	99,430.20	-	291,042,747.58	43,500,585.42
15	Professional Services	72,901,619.28	59,827,019.56	11,864,992.45	-	71,692,012.01	1,209,607.27
17	Moving Expenses	-	4,365.00	-	-	4,365.00	(4,365.00)
19	Flexible Benefits	340,000.00	307,323.62	27,676.38	-	335,000.00	5,000.00
21, 22	Travel	386,343.00	297,079.45	13,199.26	-	310,278.71	76,064.29
31	Miscellaneous Administrative Expenses	20,199,292.00	15,424,816.48	4,063,037.78	550.00	19,488,404.26	710,887.74
32	Rent Expense	22,133,101.00	19,123,423.49	2,312,554.56	-	21,435,978.05	697,122.95
33	Maintenance & Repair Expense	10,678,093.00	8,804,797.90	1,122,802.94	-	9,927,600.84	750,492.16
34	Specialized Supplies and Materials	55,547,413.00	47,727,515.05	5,745,197.37	-	53,472,712.42	2,074,700.58
35	Production, Safety and Security	1,550,240.00	1,222,117.12	193,158.38	-	1,415,275.50	134,964.50
36	General Operating Expenses	386,520.00	266,996.16	23,672.82	-	290,668.98	95,851.02
37	Shop Supplies	2,346,616.00	1,923,813.66	373,608.04	-	2,297,421.70	49,194.30
41	Property Furniture and Equipment	4,214,931.00	2,487,305.74	559,281.76	36,464.75	3,083,052.25	1,131,878.75
42	Library Equipment and Resources	400.00	-	-	-	-	400.00
43	Lease Purchase	-	-	-	-	-	-
44	Live Stock – Poultry	-	-	-	-	-	-
45,46,47	Building Construction and Renovation	-	359.10	-	-	359.10	(359.10)
48	Bond Payment	6,921,539.00	6,843,641.45	42,903.05	-	6,886,544.50	34,994.50
49	Inter-Agency Payments	-	-	-	-	-	-
51	Inmate Pay and Health Services	725,000.00	1,156,870.90	415,629.03	-	1,572,499.93	(847,499.93)
52	Scholarships, Tuition and other incentives	-	-	-	-	-	-
53	Refunds, Indemnities, and Restitution	-	5,760.00	-	-	5,760.00	(5,760.00)
54	Jail Back Up and others	11,148,906.08	7,983,101.12	3,175,804.96	-	11,158,906.08	(10,000.00)
55,59	Assistance Payments to Agencies	-	-	-	-	-	-
60	Authority Orders	-	-	3,011,795.44	-	3,011,795.44	(3,011,795.44)
61	Loans, Taxes, and other Disbursements	770.00	145.19	-	-	145.19	624.81
62	Transfers – Inmate Medical Payments	13,615,099.00	10,068,267.48	1,181,732.52	-	11,250,000.00	2,365,099.00
64	Merchandise for Resale	-	-	-	-	-	-
	TOTAL	557,639,215.36	474,418,035.85	34,226,476.94	37,014.75	508,681,527.54	48,957,687.82
Funding							
U	GRF Appropriations	41,090,921.00	36,109,933.72	4,980,987.28	-	41,090,921.00	-
	FY2024 Carry Over	13,369,909.36	13,252,095.63	117,813.73	-	13,369,909.36	
	GRF Appropriations	503,178,385.00	425,056,006.50	29,127,675.93	37,014.75	454,220,697.18	48,957,687.82
	TOTAL	557,639,215.36	474,418,035.85	34,226,476.94	37,014.75	508,681,527.54	48,957,687.82
	- ···-	,,	, ,,,,,,,,,,	. ,,	- 1,	Remaining Payroll	43,500,585.42
							5,457,102.40

Three Year Expenditure Comparison

	FY 25	% Change from	FY 24	% Change from	FY 23
	May	FY 24	May	FY 23	May
Salaries and Benefits					
Salaries	185,572,770	-5%	194,857,794	7%	181,507,250
Overtime	31,126,918	-10%	34,617,934	31%	26,460,194
Insurance	41,068,111	-3%	42,182,698	6%	39,771,192
Retirement	46,404,188	-4%	48,190,242	7%	44,992,199
Contract Beds	13,296	-54%	29,207	-28%	40,562
Private Prisons	39,271,498	-27%	54,090,379	-15%	63,792,699
Halfway Houses	1,234,544	6%	1,168,380	3%	1,137,545
Jail Backup	7,640,244	3%	7,414,713	-3%	7,670,214
Jail Backup Transportation Reim	242,009	2%	237,128	15%	206,718
Medical Services	45,881,943	5%	43,644,179	10%	39,696,646
Hep C Treatment	5,503,951	-41%	9,330,498	28%	7,287,726
Institutions	63,664,399	13%	56,219,777	84%	30,581,323
Probation and Parole	1,250,190	-8%	1,352,760	-2%	1,385,295
Community Corrections	3,418,918	7%	3,195,853	30%	2,451,209
Inmate Programs	2,108,240	-36%	3,286,203	7%	3,080,585
Community Sentencing	1,107,928	-10%	1,235,660	-20%	1,551,785
General Operations	12,638,709	-20%	15,856,439	-45%	28,792,851
Central Office Operations	1,744,736	-22%	2,227,067	41%	1,577,498
Divisional Operations	2,035,623	-69%	6,549,016	-58%	15,433,599
IT	11,669,578	13%	10,308,537	20%	8,619,160
Offender Management System	3,108,664	16%	2,673,367	-30%	3,809,216
OCI / Agri-Services	15,673,277	-5%	16,495,978	0%	16,443,904
	522,379,734		555,163,808		526,289,371

Three Year Revolving Fund Comparison

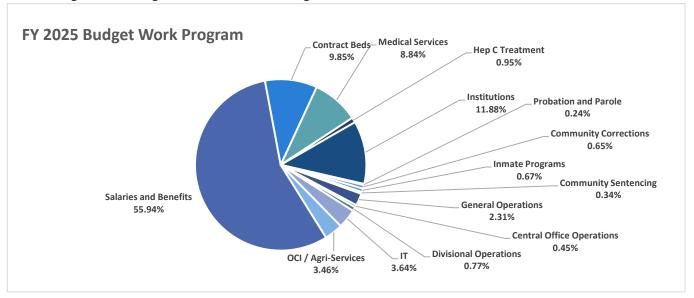
	FY 2025	FY 2025 Budget	FY 2025 Actuals July - May	% Change from FY 24	FY 2024 Actuals July - May	% Change from FY 23	FY 2023 Actuals July - May
200	Revolving Fund	19,264,503	10,519,068	-22%	13,566,381	6%	12,749,905
205	Welfare and Rec. Fund/Canteen	13,893,824	12,236,725	61%	7,610,456	21%	6,283,904
210	Community Sentencing Fund	237,500	89,611	-10%	100,048	30%	77,182
230	Asset Forfeiture	-	72,826	14%	64,149	0%	-
280	Prison Industries Fund	35,507,446	33,249,574	5%	31,563,042	23%	25,742,993
283	Long Range Capital Planning	139,896	-	-100%	79,803	-57%	184,000
410 & 430	Federal Funds	3,328,192	3,246,894	76%	1,846,894	36%	1,358,358
		72,371,361	59,414,697		54,830,774		46,396,341



FY 2025 Budget Work Program

	Current Budget	Expenditures	Encumbrances	Available Balance
Salaries and Benefits	352,404,803	304,171,987	99,430	48,133,386
Contract Beds	62,074,631	48,401,591	13,667,940	5,100
Medical Services	55,722,210	45,881,943	6,503,749	3,336,518
Hep C Treatment	6,000,000	5,503,951	64,401	431,648
Institutions	74,870,879	63,664,399	10,915,907	290,573
Probation and Parole	1,496,584	1,250,190	217,744	28,650
Community Corrections	4,105,123	3,418,918	662,877	23,327
Inmate Programs	4,239,258	2,108,240	1,236,484	894,534
Community Sentencing	2,160,600	1,107,928	848,689	203,983
General Operations	14,539,133	12,638,709	1,176,460	723,964
Central Office Operations	2,826,739	1,744,736	522,583	559,420
Divisional Operations	4,838,207	2,035,623	1,899,741	902,843
IT	22,954,747	14,778,242	5,977,344	2,199,161
OCI / Agri-Services	21,777,662	15,673,277	4,285,863	1,818,523
Grand Total	630,010,576	522,379,734	48,079,213	59,551,630

FY 2025 Budget Work Programs inlcudes all funding sources.



Oklahoma Department of Corrections

Statement of Revenues, Expenditures and Changes in Fund Balances Federal Funding As of July 1, 2024 through May 31, 2025

		410 Fund	430 Fund	Funds
Revenue	Revenues			-
Code	_Current:			
4551 & 2	Federal Reimbursements	\$ -	\$ 681,524.18	\$ 681,524.18
4556	Federal Funds From Other State Agencies	872,276.25	1,678,973.09	2,551,249.34
4881	Trans from St Agency - PCard Program Rebate	1,554.48	12,566.40	14,120.88
	Total Revenues	873,830.73	2,373,063.67	3,246,894.40
Account	Expenditures			
Code	_Current:			
11,12,13	Payroll	296,055.76	7,439.40	303,495.16
15	Professional Services	-	25,000.00	25,000.00
21, 22	Travel	12,690.45	4,138.53	16,828.98
31	Misc. Admin. Expenses	4,964.21	2,220.00	7,184.23
32	Rent	15,095.82	2,746.20	17,842.0
33	Maintenance and Repair	9,120.45	27,504.45	36,624.90
34	Specialized Supplies and Materials	1,165.70	778,808.36	779,974.00
35	Production, Safety and Security	150.60	12,273.05	12,423.6
36	General Operating Expenses	51,497.85	3,982.94	55,480.7
37	Shop Expense	-	-	-
41	Furniture and Equipment	495,157.51	752,826.77	1,247,984.2
42	Library Equipment and Resources	-	-	-
43	Lease Purchases	-	-	-
44	Livestock and Poultry	-	-	-
45	Land and Right-of-way	-	-	-
46	Building, Construction and Renovation	-	-	-
48	Debt Service	-	-	-
51	Inmate Pay and Health Services	-	-	-
52	Tuitions, Awards and Incentives	-	-	-
53	Refunds and Restitutions	-	-	-
54	Jail Backup, County Jails and Other	_	75,000.00	75,000.0
55	Payment to Gov. Sub-Division	-	196,306.63	196,306.6
59	Assistance Payments to Agencies	-	-	-
61	Loans, Taxes and Other Disbursements	-	-	_
62	Transfers - Out Sourced Health Care	<u>-</u>	-	_
64	Merchandise for Resale			
	Total Expenditures	885,898.35	1,888,246.33	2,774,144.6
	Excess of Revenues Over			
	(Under) Expenditures	(12,067.62)	484,817.34	472,749.7
	Cash			
	Beginning Cash Balance	178,475.42	57,243.56	235,718.9
	Revenue Received this Year	873,830.73	2,373,063.67	3,246,894.4
	Expenditures made this Year	(885,898.35)	(1,888,246.33)	(2,774,144.6
	Beginning Change in Liabilities	-	- · · · · · · · · · · · · · · · · · · ·	-
	Transfers	-	-	-
	Adjustments			
	Ending Cash Balance	\$ 166,407.80	\$ 542,060.90	\$ 708,468.7

Oklahoma Department of Corrections

Statement of Revenues, Expenditures and Changes in Fund Balances Federal Funding For the Month of May 2025

		410 Fund	430 Fund	Funds
Revenue	Revenues			
Code	_Current:			
4551 & 2	Federal Reimbursements	\$ -	\$ 149,288.96	\$ 149,288.96
4556	Federal Funds From Other State Agencies	53,581.10	41,995.66	95,576.76
4881	Trans from Agency - PCard Program Rebate			
	Total Revenues	53,581.10	191,284.62	244,865.72
Account	Expenditures			
Code	Current:			
11,12,13	Payroll	38,832.04	-	38,832.04
15	Professional Services	-	-	-
21, 22	Travel	1,134.55	-	1,134.55
31	Misc. Admin. Expenses	-	-	-
32	Rent	2,880.99	-	2,880.99
33	Maintenance and Repair	1,857.48	_	1,857.48
34	Specialized Supplies and Materials	-	-	-
35	Production, Safety and Security	_	_	_
36	General Operating Expenses	5,063.96	287.84	5,351.80
37	Shop Expense	-	-	-
41	Furniture and Equipment	10,870.12	40,731.45	51,601.57
42	Library Equipment and Resources	10,070.12		51,001.57
43	Lease Purchases	_	_	_
44	Livestock and Poultry			
45	Land and Right-of-way	-	-	-
45 46		-	-	-
	Building, Construction and Renovation Debt Service	-	-	-
48		-	-	-
51	Inmate Pay and Health Services	-	-	-
52	Tuitions, Awards and Incentives	-	-	-
53	Refunds and Restitutions	-	-	-
54	Jail Backup, County Jails and Other	-	-	-
55	Payment to Gov. Sub-Division	-	16,458.29	16,458.29
59	Assistance Payments to Agencies	-	-	-
61	Loans, Taxes and Other Disbursements	-	-	-
62	Transfers - Out Sourced Health Care	-	-	-
64	Merchandise for Resale	-	-	-
	Total Expenditures	60,639.14	57,477.58	118,116.72
	Excess of Revenues Over			
	(Under) Expenditures	(7,058.04)	133,807.04	126,749.00
	Cash			
	Beginning Cash Balance	173,465.84	408,253.86	581,719.70
	Revenue Received this Month	53,581.10	191,284.62	244,865.72
	Expenditures made this Month	(60,639.14)	(57,477.58)	(118,116.72
	Change in Liabilities	-	-	
	Transfers	_	_	_
	Adjustments			
	Ending Cash Balance	\$ 166,407.80	\$ 542,060.90	\$ 708,468.70

Oklahoma Department of Corrections Statement of Revenues, Expenditures and Changes in Fund Balances Non- Appropriated Funds As of July 1, 2024 through May 31, 2025

		200 Fund	205 Fund	210 Fund	230 Fund	280 Fund	283 Fund	Funds
Revenue Code	Revenues Current:	2001 una	2031 una	2101 una	250 i una	200 1 4114	203 1 0110	Tunus
428199	Disbursement Fees	\$ 8,914.03	\$ -	\$ -	\$ -	\$ - \$	=	\$ 8,914.03
433107	Sale of Contraband	9,165.45	=	-	=	-	-	9,165.45
433147	Bank Charge Back / Returned Check Fee	-	-	-	-	-	-	-
433199	Other Fines, Forfeits, Penalties (Admin. Fees, Inst. Debts)	189,248.11		89,610.67	-		-	278,858.78
441105	Interest on Investments	317,767.77	29,560.72	-	=	395,757.36	=	743,085.85
443101 443103	Rent from Land & Buildings Rent from Land & Buildings	23,186.25	-	-	-	-	-	23,186.25
443103 451101	Insurance and Other Reimbursement for Damages	1,000.00 129,610.70	-	-	-	-	-	1,000.00 129,610.70
452005	Reimbursement for Administrative Expense (PPWP)	98,622.07	-	-	-	-	-	98,622.07
452117	Reimbursement of Data Processing Fees	50,022.07	_	_	_	_	_	50,022.07
453003	Reimbursement for Travel Expense	-	_	_	-	-	-	-
455201	Federal Reimbursements	761,837.04	-	-	-	-	-	761,837.04
456101	Federal Funds Rec'd from Non-Gov. Ag.	2,749.50	-	-	-	-	-	2,749.50
458101	Refunded Money Previously Disbursed - Goods & Services	379,726.28	-	-	-	-	-	379,726.28
458105	Reimbursement for Funds Expended (Refunds - Payroll Reim.)	51,292.73	-	-	-	-	-	51,292.73
459151	Pharmaceuticals Rebate	506.36	-	-	-	-	-	506.36
459171	Program Income (Dog Programs)	-	-	-	-	-	-	-
459199	Other Grants, Refunds and Reimbursements (P-card Rebate)	282,633.27	-	-	-	27,284.57	-	309,917.84
471122	Farm Products General	-	-	-	-	16,585,430.66	-	16,585,430.66
473105	Charge for Service - (Water Treatment Plant)	42,733.00	-	-	-	-	-	42,733.00
473176	Laboratory and Medical Services	228,926.65	-	-	-	-	-	228,926.65
473199	Sale of Service (Laundry, Shoe Shine)	176.00	-	-	-	-	-	176.00
474105	Sale of Documents (Copies)	3,499.83	-	-	-	-	-	3,499.83
474122	Food & Beverage Sales	111,604.87	· · · · · · · · · · · · · · · · · · ·	-	-	-	-	111,604.87
474124	Canteen and Concession Income	-	12,207,164.26	-	-	-	-	12,207,164.26
474131	Sale of Merchandise	122.75	-	-	-	16,129,550.42	-	16,129,673.17
478105	Registration Fees	-	-	-	-	-	-	-
479121	Paper & Other Recyclable Materials	1,137.50	-	-	-	-	-	1,137.50
479131	Notification of Confinement - Social Security Admin	97,630.91	-	-	-	-	-	97,630.91
481102	Contributions - Patients & Inmates	34,833.55	-	-	-	-	-	34,833.55
481121	Probation & Parole Fees, DNA Fees, GPS Fees, Restitution Fees	2,636,207.01	-	-	-	-	-	2,636,207.01
481155	Cash Forfeiture - State Judgements	15,399.48			72.025.57			72 025 57
481156	Cash Forfeiture - Federal Judgements	-	-	-	72,825.57	-	-	72,825.57
481158	Asset Forfeiture - Federal Judgements Deposits by Patients and Offenders (Program Fees - Work Release)		-	-	-	- 444 550 53	-	5,094,214.46
482101 483607	Sale of Salvage	4,982,663.94 107,873.19	-	-	-	111,550.52	-	107,873.19
483612	Sale of Land and/or Land Improvements	107,675.19	-	-	-	-	-	107,675.19
483612	Funds Transferred from LRCPC		-		-	-	-	_
488191	Inter Agency Transfers - Pcard Rebate		_					
	Total Revenues	10,519,068.24	12,236,724.98	89,610.67	72,825.57	33,249,573.53	-	56,152,403.51
Account	Expenditures							
Code	Current:	2 277 442 65	2 222 527 74			10 100 176 11		45 600 447 00
11,12,13 15	Payroll Professional Services	2,277,113.65 5,665,926.82	3,222,527.74 1,803,196.61	84,212.61	-	10,109,476.41 449,581.24	27,750.00	15,609,117.80 8,030,667.28
21, 22	Travel	356,685.28	8,367.43	10,503.03	-	38,667.97	27,730.00	414,223.71
31	Misc. Admin. Expenses	431,778.52	550,388.98	25.00	-	654,093.72	-	1,636,286.22
32	Rent	272,546.00	62,958.93	23.00	-	1,054,955.68	2,662.79	1,393,123.40
33	Maintenance and Repair	2,485,504.67	491,316.17	_	_	848,616.17	92,361.52	3,917,798.53
34	Specialized Supplies and Materials	1,903,076.60	663,668.30	3,439.95	_	387,968.28	52,502.52	2,958,153.13
35	Production, Safety and Security	289,390.33	2,551.08	450.45	_	337,758.53	_	630,150.39
36	General Operating Expenses	120,138.67	171,547.15	57.44	_	43,960.21	_	335,703.47
37	Shop Expense	285,553.32	21,983.97	1,545.52	-	1,050,432.76	-	1,359,515.57
41	Furniture and Equipment	275,179.33	233,032.79	-	-	263,166.37	-	771,378.49
42	Library Equipment and Resources	-	1,691.73	_	-	-	-	1,691.73
43	Lease Purchases	-	-	_	-	_	-	-
44	Livestock and Poultry	-	-	-	=	460.00	-	460.00
45	Land and Right-of-way	-	-	-	-	-	-	-
46, 47	Building, Construction and Renovation	479,367.38	-	-	-	251,560.59	-	730,927.97
48	Debt Service		-	-	-		-	-
51	Inmate Pay and Health Services	16,278.48	4,555,888.35	-	-	1,014,494.76	-	5,586,661.59
52	Tuitions, Awards and Incentives	2,590.13	-	-	-	1,134.00	-	3,724.13
53	Refunds and Restitutions	150,876.06	-	-	-	-	-	150,876.06
54	Jail Backup, County Jails and Other	1,894,550.89	-	-	-	9,103.16	-	1,903,654.05
55	Payment to Gov. Sub-Division	-	-	-	-	-	-	-
59	Assistance Payments to Agencies	341.84	-	-	-	-	-	341.84
61	Loans, Taxes and other Disbursements	10,645.67	-	-	-	-	-	10,645.67
62	Transfers - Out Sourced Health Care	3,378,921.79	-	-	-	-	-	3,378,921.79
64	Merchandise for Resale	2,554.28	-	-	-	14,365,789.99	-	14,368,344.27
	Total Expenditures	20,299,019.71	11,789,119.23	100,234.00	-	30,881,219.84	122,774.31	63,192,367.09
	Excess of Revenues Over			(10,623.33)	72,825.57	2,368,353.69	(122,774.31)	(7,039,963.58)
	Excess of Revenues Over (Under) Expenditures	(9,779,951.47)	447,605.75	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
		(9,779,951.47)	447,605.75	, ., ,				
	(Under) Expenditures	(9,779,951.47)	447,605.75 1,137,046.23	1,116,471.37	64,149.00	12,525,217.25	184,852.99	30,563,633.02
	(Under) Expenditures Cash				64,149.00 72,825.57	12,525,217.25 33,249,573.53	184,852.99 -	30,563,633.02 56,167,802.99
	(Under) Expenditures Cash Beginning Cash Balance	15,535,896.18	1,137,046.23	1,116,471.37			184,852.99 - (122,774.31)	56,167,802.99
	(Under) Expenditures Cash Beginning Cash Balance Revenue Received this Year Expenditures made this Year Beginning Change in Liabilities	15,535,896.18 10,519,068.24	1,137,046.23 12,236,724.98	1,116,471.37 89,610.67		33,249,573.53	-	
	(Under) Expenditures Cash Beginning Cash Balance Revenue Received this Year Expenditures made this Year Beginning Change in Liabilities Transfers	15,535,896.18 10,519,068.24 (20,299,019.71) (73,121.24)	1,137,046.23 12,236,724.98 (11,789,119.23)	1,116,471.37 89,610.67		33,249,573.53 (30,881,219.84)	-	56,167,802.99 (63,192,367.09) (125,869.76)
	(Under) Expenditures Cash Beginning Cash Balance Revenue Received this Year Expenditures made this Year Beginning Change in Liabilities	15,535,896.18 10,519,068.24 (20,299,019.71) (73,121.24)	1,137,046.23 12,236,724.98 (11,789,119.23)	1,116,471.37 89,610.67		33,249,573.53 (30,881,219.84)	-	56,167,802.99 (63,192,367.09)
	(Under) Expenditures Cash Beginning Cash Balance Revenue Received this Year Expenditures made this Year Beginning Change in Liabilities Transfers	15,535,896.18 10,519,068.24 (20,299,019.71) (73,121.24) 	1,137,046.23 12,236,724.98 (11,789,119.23) (1,795.87) -	1,116,471.37 89,610.67	72,825.57 - - - - -	33,249,573.53 (30,881,219.84)	- (122,774.31) - - -	56,167,802.99 (63,192,367.09) (125,869.76)

Oklahoma Department of Corrections Statement of Revenues, Expenditures and Changes in Fund Balances Non- Appropriated Funds For the Month of May 2025

		200 Fund	20E Fund	210 Eurod	220 Fund	200 Eund	283 Fund	Funds
Revenue	Revenues	200 Fund	205 Fund	210 Fund	230 Fund	280 Fund	283 Fund	Funds
Code 428199	Current: 	\$ 762.56	¢ _	\$ -	\$ -	\$ - 5	¢ .	\$ 762.56
433107	Sale of Contraband	7 702.50 ,	-	-	-	-	-	7 702.50
433147	Bank Charge Back / Returned Check Fee	-	-	-	-	-	-	-
433199	Other Fines, Forfeits, Penalties (Admin. Fees, Inst. Debts)	20,615.87	-	7,796.00	-	-	-	28,411.87
441105	Interest on Investments	22,079.87	3,515.46	-	-	45,558.01	-	71,153.34
443101	Rent from Land & Buildings	2,102.55	-	-	-	-	-	2,102.55
443103	Rent from Land & Buildings	-	-	-	-	-	-	-
451101 452005	Insurance and Other Reimbursement for Damages Reimbursement for Administrative Expense (PPWP)	8,540.00	-	-	-	-	-	8,540.00
452117	Reimbursement of Data Processing Fees	6,340.00	-	-	-	-	-	6,340.00
453003	Reimbursement for Travel Expense	_	_	_	_	_	_	_
455201	Federal Reimbursements				-		-	-
456101	Federal Funds Rec'd from Non-Gov. Ag.	-	-	-	-	-	-	-
458101	Refunded Money Previously Disbursed - Goods & Services	599.91	-	-	-	-	-	599.91
458105	Reimbursement for Funds Expended (Refunds - Payroll Reim.)	9,829.06	-	-	-	-	-	9,829.06
459151	Pharmaceuticals Rebate	-	-	-	-	-	-	-
459171	Program Income (Dog Programs)	-	-	-	-	-	-	-
459199	Other Grants, Refunds and Reimbursements (P-card Rebate)	446.30	-	-	-	1 757 662 21	-	446.30
471122 473105	Farm Products General Charge for Service - (Water Treatment Plant)	3,878.00	-	-	-	1,757,662.21	-	1,757,662.21 3,878.00
473105	Laboratory and Medical Services	20,710.36	-	-	-	-	-	20,710.36
473199	Sale of Service (Laundry)	94.00	_	_	_	_	_	94.00
474105	Sale of Documents (Copies)	46.50	-	-	-	-	-	46.50
474122	Food & Beverage Sales	10,339.44	-	-	-	-	-	10,339.44
474124	Canteen and Concession Income	-	888,124.96	-	-	-	-	888,124.96
474131	Sale of Merchandise	-	-	-	-	1,560,931.66	-	1,560,931.66
478105	Registration Fees	-	-	-	-	-	-	-
479121	Paper & Other Recyclable Materials	-	-	-	-	-	-	-
479131	Notification of Confinement - Social Security Admin	16,230.91	-	-	-	-	-	16,230.91
481102	Contributions - Patients & Inmates	505.32	-	-	-	-	-	505.32
481121	Probation & Parole Fees, DNA Fees, GPS Fees, Restitution Fees	232,344.99	-	-	-	-	-	232,344.99
481155	Cash Forfeiture - State Judgements				16 720 50			16 720 50
481156 481158	Cash Forfeiture - Federal Judgements Asset Forfeiture - Federal Judgements				16,738.50			16,738.50
482101	Deposits by Patients and Offenders (Program Fees - Work Release	439.914.10	-	-	-	8,906.65	-	448,820.75
483607	Sale of Salvage	212.06	_	_	_	-	_	212.06
483612	Sale of Land and/or Land Improvements	-			-		-	-
483612	Funds Transferred from LRCPC	-	-	-	-	-	-	-
488191	Inter Agency Tranfers - Pcard Rebate	-	-	-	-	-	-	-
	Total Revenues	789,251.80	891,640.42	7,796.00	16,738.50	3,373,058.53		5,078,485.25
Account	Expenditures							
Code	_Current:							
11,12,13	Payroll	-	306,285.61	-	-	1,199,202.94	-	1,505,488.55
15	Professional Services	226,272.18	74,944.25	4,948.91	-	15,837.99	-	322,003.33
21, 22	Travel	33,718.34		300.00	-	4,996.50	-	39,014.84
31	Misc. Admin. Expenses	(4,394.18)	44,628.70	-	-	50,388.74	-	90,623.26
32 33	Rent Maintenance and Renair	9,785.95	1,255.62 10,428.46	-	-	93,492.46 87,855.02	-	104,534.03 193,870.48
34	Maintenance and Repair Specialized Supplies and Materials	95,587.00 84,405.96	48,987.94	-	-	35,610.86	-	169,004.76
35	Production, Safety and Security	21,113.55	40,307.34	-	_	44,147.06	_	65,260.61
36	General Operating Expenses	17,873.24	21,369.85	-	_	3,451.01	_	42,694.10
37	Shop Expense	32,324.05	594.59	885.88	-	89,117.11	-	122,921.63
41	Furniture and Equipment	11,145.39	12,459.41	-	-	10,528.63	-	34,133.43
42	Library Equipment and Resources	-	-	-	-	-	-	-
43	Lease Purchases	-	-	-	-	-	-	-
44	Livestock and Poultry	-	-	-	-	-	-	-
45	Land and Right-of-way	-	-	-	-	-	-	-
46, 47	Building, Construction and Renovation	-	-	-	-	-	-	-
48	Debt Service	-	440.010.00	-	-	-	-	-
51 52	Inmate Pay and Health Services Tuitions, Awards and Incentives	-	418,843.72	-	-	93,190.15	-	512,033.87
52 53	Refunds and Restitutions	-	-	-	-	-	-	-
53 54	Jail Backup, County Jails and Other	13,959.00	-	-	-	-	-	13,959.00
55	Payment to Gov. Sub-Division		-	_	-	_	_	
59	Assistance Payments to Agencies	-	-	-	-	-	-	-
61	Loans, Taxes and other Disbursements	429.05	-	-	-	-	-	429.05
62	Transfers - Out Sourced Health Care	317,889.11	-	-	-	-	-	317,889.11
64	Merchandise for Resale	-	-	-	-	1,404,205.07	-	1,404,205.07
	Total Expenditures	860,108.64	939,798.15	6,134.79		3,132,023.54		4,938,065.12
	Total Experiationes	000,100.04	333,730.13	0,134.73		3,132,023.34		4,530,003.12
	Excess of Revenues Over							
	(Under) Expenditures	(860,108.64)	(939,798.15)	(6,134.79)	-	(3,132,023.54)		(4,938,065.12)
	Cash							
	Beginning Cash Balance	6,693,853.53	1,672,035.85	1,104,186.83	120,236.07	14,742,948.01	62,078.68	24,395,338.97
	Revenue Received this Month	789,251.80	891,640.42	7,796.00	16,738.50	3,373,058.53	-	5,078,485.25
	Expenditures made this Month	(860,108.64)	(939,798.15)	(6,134.79)	-	(3,132,023.54)	-	(4,938,065.12)
	Beginning Change in Liabilities	(942,375.50)	(41,022.01)	-	-	(141,364.71)	-	(1,124,762.22)
	Transfers (Cares Act Funding & OMS/IKON Funding)	(50.24)	-	-	-	-	-	-
	Adjustments	(50.24)	-	-	-	-		(50.24)
	Ending Cash Balance	\$ 5,680,570.95	\$ 1,582,856.11	\$ 1,105,848.04	\$ 136,974.57	\$ 14,842,618.29	\$ 62,078.68	\$ 23,410,946.64



Grand Total

FY2026 BUDGET

FY2026 GA BILL-PUBLIC SAF	ETY AND JUDICIARY	FY2026 LEGISLATIVE AND FEDERAL BUDGET IMPACT			
FY2025 Appropriation	544,269,306	SB1160	Purchase of Lawton Correctional Facility	312,000,000	
Debt Service	3,089,716				
FY2026 Appropriation	547,359,022	HB1792	Sentencing - Marquis Software Configuration	121,400	
Appropriation Increase		HB1460	Elimination of Fee for GPS Monitoring	250,000	
\$ %	3,089,716 0.57%	FCC	Martha Wright Reed Act Inmate Communication System	3,500,000	
	FY2	026 BUI	OGET		

		FY2026 BUDGET			
Fund	Description	FY2026 Limits	FY2025	Variance \$	Variance %
19202	Appropriation	547,359,022.00	544,269,306.00	3,089,716.00	1%
19411	FY2024 Carry Over		13,369,909.36	(13,369,909.36)	-100%
200	Revolving Fund	9,473,893.00	19,264,503.00	(9,790,610.00)	-51%
205	Welfare and Rec. Fund/Canteen	9,816,589.00	13,893,824.00	(4,077,235.00)	-29%
210	Community Sentencing Fund	237,500.00	237,500.00	-	0%
230	Asset Forfeiture	139,900.00	-	139,900.00	-
280	Prison Industries Fund	41,363,976.00	35,507,446.00	5,856,530.00	16%
283	Long Range Capital Planning	-	139,896.00	(139,896.00)	-100%
410 & 430	Federal Funds	2,685,884.00	3,328,192.00	(642,308.00)	-19%
	Sub Total	611,076,764.00	630,010,576.36	(18,933,812.36)	-3%
221	Prison Acquisition Fund	312,000,000.00			

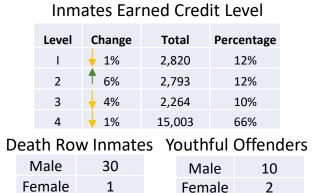
923,076,764.00

Oklahoma Department of Corrections

FY 2027 Capital Outlay Request

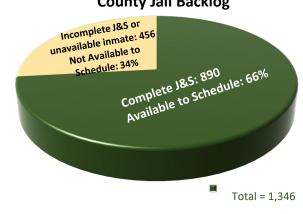
Priority	Project	(Cost Estimate
1	Fire Alarm /Sprinkler System Upgrades • Multiple Facilities	\$	3,156,178.00
2	Jim E. Hamilton Correctional Center • Waste Water Treatment Plant Improvements/Sludge Removal	\$	10,625,000.00
3	Oklahoma State Penitentiary • New Infirmary Unit	\$	9,900,000.00
4	Jackie Brannon Correctional Center • New Offender Housing Unit	\$	13,908,000.00
5	Surveillance Equipment Upgrade • Statewide	\$	6,685,000.00
6	Water Lines Replacement and Water Softener Replacement • Multiple Facilities	\$	3,639,911.00
7	Facility Radio Replacement • Statewide	\$	8,622,719.00
8	Locks, Doors, and Door Frame Replacement • Multiple Facilities	\$	42,876,250.00
9	Perimeter Fence Zone Alarm System Replacement • Multiple Facilities(JHCC, MBCC, JCCC, OSP, MACC, DCCC)	\$	3,500,000.00
10	Switch & AP Purchase and Cabling • Multiple Facilities (JHCC, LCC/LARC, OSP, JBCC, MACC, MBCC, DCCC)	\$	2,986,029.00
11	Fiber Upgrade • Multiple Facilities	\$	3,721,547.00
12	ICON • Medical Module	\$	4,625,000.00
13	Door Access Control System • Multiple Facilities	\$	2,320,000.00
14	Contraband Detection Mail Scanning Devices • Multiple Facilities	\$	2,419,126.00
15	Jim E. Hamilton Correctional Center • HVAC Upgrades	\$	1,254,000.00
16	Roof Repairs or Replacement • Multiple Facilities	\$	5,625,000.00
17	Emergency Generators • Multiple Facilities	\$	1,231,875.00
18	James Crabtree Correctional Center • Kitchen Expansion	\$	5,133,600.00
19	Oklahoma State Reformatory • New Admin Building & Renovation	\$	3,888,000.00
20	Road Repair & Parking Lot • Multiple Locations	\$	3,000,000.00
21	Stainless Steel Fixture Replacement - Multiple Facilities	\$	1,711,611.00
22	Oklahoma State Penitentiary • ADA Ramp Replacement	\$	1,059,150.00
23	Keywatcher System Replacement • Multiple Facilities	\$	859,912.00
24	Kate Barnard Admin/Training Academy • Surface Water Control	\$	951,337.00
25	Jackie Brannon Correctional Center • Asbestos Abatement of Vacant Unit (Old B) at JBCC	\$	814,200.00
26	James Crabtree Correctional Center • High Mast Lighting and Cameras	\$	789,600.00
27	Kitchen Equipment • Multiple Facilities	\$	455,845.00
28	Jess Dunn Correctional Center • Chiller Replacements	\$	405,238.00
29	Jess Dunn Correctional Center • Elevator Modernization	\$	564,000.00
30	Northeast Oklahoma Correctional Center • Programs/Office Building	\$	600,000.00
31	Lexington Assessment & Reception Center • Stormwater Drainage Improvement & Perimeter Fencing	\$	320,000.00
32	Oklahoma State Penitentiary • Recreation Yard Covers	\$	668,268.00
	Total FY 2027 Capital Project Request	\$	148,316,396

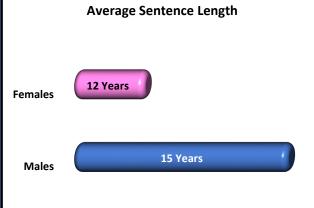
Incomplete J&S or unavailable inmate: 456 Not Available to schedule: 34%		Average S	entence l	ength			
Corrections May 31, 2025				Change	(-338)	(-667)	(-1,005)
OKLAHOMA	•	As of		Population Last Year	7,586	39,271	46,857
Board of Corrections – Population Analysis			sis	Current Population	7,248	38,604	45,852
Grand Total	2,322	20,680	23,002	Total System Population	Females	Males	Total
County Jail Transfers Pending	43	1,303	1,346	Grand Total	4,926	17,924	22,850
Out Count	30	172	202	GPS	58	72	130
Halfway Houses	0	105	105	Community Sentencing	572	1,530	2,102
Private Prisons	0	2,161	2,161	Parole Supervision	595	2,382	2,977
State Facilities	2,249	16,939	19,188	Probation Supervision	3,701	13,940	17,641
Incarcerates	Females	Males	Total	Community Offenders	Females	Males	Total

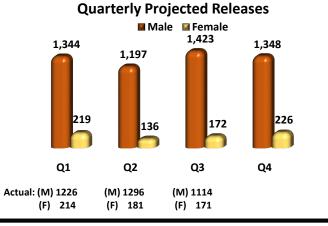




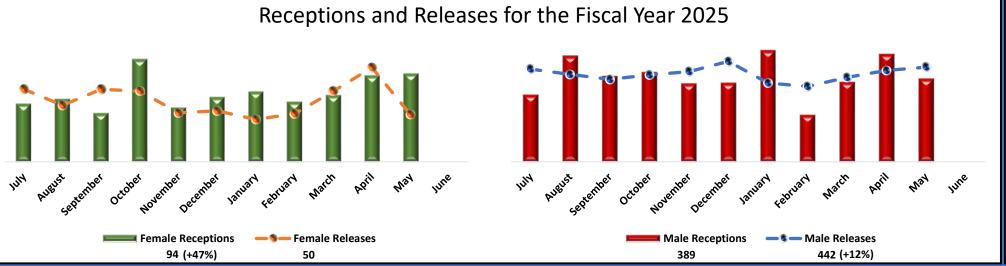
Agency Vacancies 23

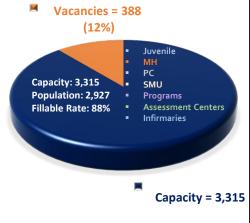












PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "<u>Agreement</u>") of June 3, 2025, by and between THE GEO GROUP, INC., a Florida corporation and CPT OPERATING PARTNERSHIP L.P., a Delaware limited partnership (together, "<u>Seller</u>") and the STATE OF OKLAHOMA, a body politic ("Purchaser").

ARTICLE 1. PROPERTY AND PURCHASE PRICE

- 1.1 <u>Property</u>. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following property commonly known as the Lawton Correctional Center:
 - (i) a tract of land containing approximately 560 acres of land as more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes which consists of "Parcels 1-5", together with (i) all rights and interests appurtenant thereto, (ii) all minerals, oil, gas and other hydrocarbon substances thereon or thereunder, to the extent owned by Seller, and (iii) all access, air, water, riparian, development, utility and solar rights related thereto (collectively, "Real Property").
 - (ii) All buildings and other improvements located on Parcels 1 and 2 of the Real Property, including, without limitation, that certain building containing approximately 550,422 square feet, together with any and all fixtures of any kind owned by Seller and attached to or used in connection with the ownership, maintenance, or operation of the Real Property or improvements located thereon, together with all rights, title and interest appurtenant thereto (collectively, the "Improvements").
 - (iii) All tangible personal property owned by Seller and located on, used in connection with the management, operation, or repair of the Real Property or attached to the Real Property ("Personal Property"), which personal property excludes the personal property listed on Exhibit "B" attached hereto and made a part hereof for all purposes.
 - (iv) To the extent assignable, all of Seller's rights, title and interest in all Operating Contracts (as hereinafter defined), subject to the limitations of Section 9.2 below.
 - (v) To the extent assignable, all of Seller's rights, title and interest in and to all permits, licenses, certificates of occupancy, warranties, telephone exchange numbers, architectural or engineering plans and specifications, and governmental approvals which relate to the Real Property, the Improvements or the Personal Property (hereinafter collectively referred to as the "General Intangibles").

The above listed items are herein collectively called the "<u>Property</u>". All of the Property shall be conveyed, assigned, and transferred to Purchaser at Closing (as hereinafter defined), free and clear of all liens, claims, easements, and encumbrances whatsoever, except for the Permitted Exceptions (as hereinafter defined).

1.2 <u>Purchase Price</u>. The purchase price (the "<u>Purchase Price</u>") of the Property shall be Three Hundred Twelve Million and 0/100 (\$312,000,000.00).

ARTICLE 2. DUE DILIGENCE

- 2.1 <u>Property Information</u>. Within five (5) days after the Effective Date, Seller shall provide or make available to Purchaser copies of the following to the extent same are within Seller's possession or control and pertain to the Property (collectively, the "<u>Property Information</u>"): (i) the latest real and personal property tax bills and value renditions from all taxing authorities; (ii) any environmental reports; (iii) any written notices, reports, citations, orders, decisions, correspondence, or memoranda from any governmental authority addressed to Seller (including, but not limited to, copies of any zoning letters) and applications by Seller to any governmental authority; (iv) copies of all plans and specifications for the Improvements (and any proposed improvements on the Property), (v) copies of any service agreements and contracts relating to the upkeep, repair, maintenance or operation of the Property, including the Improvements and the Personal Property (collectively, the "<u>Operating Contracts</u>"), and (vi) all permits issued by any governmental authority relating to the operation of the Property and any agreements with any governmental agency or authority.
- 2.2 Upon Seller's receipt or production of any Property Information after the initial delivery date specified above, Seller shall promptly furnish such Property Information to Purchaser and shall continue to provide the same during the pendency of this Agreement. All of the Property Information is provided simply as an accommodation to Purchaser, and Seller makes no representations as to its accuracy or completeness. Purchaser understands that some of the foregoing documents were provided by others to Seller and were not prepared by or verified by Seller. In no event shall Seller be obligated to deliver or make available to Purchaser any of Seller's internal memoranda, attorney-client privileged materials or appraisals of the Property, if any.

In the event the transaction contemplated hereby shall fail to close for any reason, Purchaser shall, at its expense, promptly deliver to Seller (a) all existing originals and copies of the Property Information supplied to Purchaser by Seller or its agents and (b) true and complete copies of any written information concerning the Property prepared by third parties on behalf of Purchaser in connection with its investigations hereunder (including any reports, audits and appraisals). Seller shall not hold Purchaser responsible for the accuracy of any information prepared by third parties which is delivered to Seller in connection with this Section 2.1. The terms of this Section 2.1 shall survive the termination of this Agreement.

- 2.3 <u>Due Diligence Period</u>. The term "<u>Due Diligence Period</u>" shall mean the period ending at 5:00 p.m., Central time on July 14, 2025.
- Right of Access and Investigation. Purchaser shall have the right, at any time or times during the Due Diligence Period upon reasonable notice (but not less than 48 hours) to Seller, to investigate and inspect the Property during the Due Diligence Period to determine whether the Property is suitable for Purchaser's intended use. Among the factors that may be considered by Purchaser are, without limitation, the zoning and other restrictions on the use of the Property, availability of utilities, access to and from the Property, environmental condition, soil and subsoil conditions, drainage, market studies, the economic feasibility of any future development of the Property and any or all other matters which Purchaser may deem relevant in its sole and absolute discretion. Seller hereby grants to Purchaser, its agents and contractors, reasonable access to the Property for the purpose of conducting surveys, architectural, engineering, geotechnical, and environmental inspections and tests, feasibility studies, and any other inspections, studies or tests reasonably required by Purchaser in connection with Purchaser's due diligence. If the Purchaser desires to do any invasive testing at the Property, Purchaser shall submit a work plan outlining the scope of the work to be performed and obtain Seller's prior written consent to conduct such invasive testing, such consent not to be unreasonably withheld by Seller. Purchaser shall permit Seller or

its representative to be present to observe any testing or other inspection or due diligence review performed on or at the Property. If any inspection or test performed by Purchaser or its authorized agents and contractors disturbs the Property, Purchaser will restore the Property to the same condition as existed immediately prior to any such inspection or test. Notwithstanding anything to the contrary contained herein, Purchaser shall not contact any governmental authority without first obtaining the prior written consent of Seller thereto in Seller's sole discretion, and Seller, at Seller's election, shall be entitled to have a representative participate in any telephone or other contact made by Purchaser to a governmental authority and present at any meeting by Purchaser with a governmental authority.

Purchaser certifies that it shall maintain, for the duration of this Agreement and during any entry upon the Property, insurance, or a program of self-insurance governed by the Oklahoma Governmental Tort Claims Act, in an amount that will be adequate to cover its respective obligations and/or risks hereunder.

Purchaser agrees to keep the Property free and clear of any liens filed against the Property and to protect, defend and hold Seller and its partners, agents, officers, contractors and employees harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages, liens or injuries arising out of or resulting from the inspection of, or entry on, the Property by Purchaser or its agents or consultants. Such obligation to hold harmless Seller shall survive any termination of this Agreement.

2.5 Termination. If Purchaser determines, in its sole judgment and discretion, that the Property is not suitable for Purchaser's intended use or is otherwise unacceptable for any reason (or for no reason) in Purchaser's sole judgment and discretion, Purchaser or its counsel shall give Seller written notice of termination on or before the end of the Due Diligence Period. If such termination notice from Purchaser is not timely given, this Agreement shall continue in full force and effect pursuant to the terms hereof. Notwithstanding anything in this Section 2.4 to the contrary, nothing herein shall be construed to be nor is it intended to be a waiver by Purchaser of any other rights of Purchaser to terminate this Agreement.

2.6 Intentionally Deleted.

2.7 As-Is Purchase. Purchaser acknowledges that Purchaser will have independently and personally inspected the Property and that Purchaser has entered into this Agreement based upon its ability to make such examination and inspection. THE PROPERTY IS BEING SOLD IN AN "AS IS" CONDITION AND "WITH ALL FAULTS" AS OF THE DATE OF THIS AGREEMENT AND AS OF THE CLOSING DATE. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE DOCUMENTS DELIVERED BY SELLER AT CLOSING, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY DIRECTOR, OFFICER, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. PURCHASER ACKNOWLEDGES THAT THE PURCHASE PRICE (AS HEREINAFTER DEFINED) REFLECTS THE "AS-IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. PURCHASER HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. THE TERMS AND

PROVISIONS OF THIS <u>SECTION 2.7</u> SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

ARTICLE 3. TITLE AND SURVEY

- 3.1 <u>Delivery of Title Commitment and Survey</u>. Seller, at Purchaser's expense, shall obtain and deliver to Purchaser within twenty (20) days after the Effective Date, (i) a current, effective commitment for title insurance (the "<u>Title Commitment</u>") issued by the Title Company, in the amount of the Purchase Price, naming Purchaser as the proposed insured, and accompanied by true, complete, and legible copies of all documents referred to in the Title Commitment; and (ii) a copy of the on-the-ground survey of the Parcel 1 of the Property dated February 7, 2023 (the "<u>Parcel 1 Survey</u>"), which does not include Parcels 2-5 of the Property. Purchaser, at its expense, shall have the right to update the Parcel 1 Survey and to have Parcels 2-5 of the Property surveyed if it chooses, all at Purchaser's expense.
- 3.2 Title Review and Cure. Purchaser shall notify Seller in writing (the "Title Notice") within five (5) business days after last to be received by Purchaser of the Title Commitment, including all documents referred to in the Title Commitment, and the Survey, delivered by the Seller, which exceptions to title (including survey matters), if any, will not be accepted by Purchaser (the "Title Review Period"). If Purchaser fails to notify Seller in writing of its disapproval of any exceptions to title prior to the expiration of the Title Review Period, Purchaser shall be deemed to have approved the condition of title (including survey matters) to the Property as then reflected in the Title Commitment and on the Survey, excluding all Monetary Liens (hereinafter defined). Seller shall notify Purchaser in writing within five (5) business days after its receipt of the Title Notice, indicating which objections to title (and survey) Seller will cure (the "Cure Notice"). If Seller fails to timely deliver the Cure Notice to Purchaser, Seller shall be deemed to have elected not to cure any of the objections specified in the Title Notice at or prior to Closing. Seller shall have no obligation to cure title objections except liens of an ascertainable amount created by, under or through Seller and any mechanics' and materialmen's liens (or, at Seller's election, bond around in accordance with applicable State law and Title Company requirements if the same is being validly contested in good faith) filed against the Property during the pendency of this Agreement, unless the same arise by, through or under Purchaser, its employees, agents or contractors ("Monetary Liens"). Purchaser shall have until five (5) business days after delivery of the Cure Notice or the date by which Seller has been deemed to have elected not to cure any of the title objections (other than Monetary Liens) to provide Seller with written notice indicating that either (A) Purchaser waives the objections that Seller has not agreed to cure (whereby such exceptions shall be deemed Permitted Exceptions); or (B) Purchaser elects to terminate this Agreement, and neither party hereto shall have any further obligations hereunder except for any hold harmless obligations or other provisions of this Agreement that specifically survive the termination of this Agreement. If Seller does not receive such a notice from Purchaser then Purchaser shall be deemed to have elected option (A) above. Seller agrees to remove any exceptions or encumbrances to title which are created by, under or through Seller after the date of this Agreement and which are not permitted by the terms of this Agreement. As used in this Agreement, the term "Permitted Exceptions" shall mean:
 - (i) those matters that either are not objected to in writing within the time period provided in this <u>Section 3.2</u>, or if objected to in writing by Purchaser, are those which Seller has elected not to remove or cure, excluding all Monetary Liens, and subject to which Purchaser has elected or is deemed to have elected to accept the conveyance of the Property;
 - the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the Closing, subject to adjustment as herein provided;

- (iii) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property;
- (iv) the standard pre-printed exceptions to title customarily excepted by title companies in similar transactions; and
- 3.3 Delivery of Title Policy at Closing. At the Closing, Purchaser shall have the right to obtain, at Purchaser's expense, an ALTA form (or other form required by applicable State law) Owner Policy of Title Insurance ("Title Policy") issued by the Title Company, dated the date and time of the recording of the Deed in the amount of the Purchase Price, insuring Purchaser as owner of good and indefeasible fee simple title to the Property, free and clear of all liens, claims, easements and encumbrances whatsoever, subject only to the Permitted Exceptions. Seller shall execute, at Closing, an affidavit satisfactory to Purchaser and to the Title Company in order for the Title Company to delete its standard printed exception as to parties in possession, unrecorded liens, and similar matters. The Title Policy must contain any endorsements that the Title Company has agreed to issue during the Due Diligence Period if the requirements for issuance are satisfied. The Title Policy may be delivered after the Closing if at the Closing the Title Company issues a currently effective, duly executed "marked-up" Title Commitment and irrevocably commits in writing to issue the Title Policy in the form of the "marked-up" Title Commitment promptly after the Closing Date.
- 3.4 <u>Title and Survey Costs.</u> Seller has paid the cost of the existing Parcel 1 Survey. The cost of updating the Parcel 1 Survey and of surveying Parcels 2-5 to be paid by the Purchaser. The premium for the Title Policy, including the premium for extended coverage (including the cost for the survey deletion) and any endorsements thereto requested by Purchaser or its lender, shall be paid by Purchaser.

ARTICLE 4. CONDITIONS TO CLOSING

Purchaser shall not be obligated to close this transaction until all of the following requirements and conditions have been performed:

- 4.1 <u>No Breach</u>. All of the representations and warranties contained in <u>Section 6.1</u> hereof shall be true and correct in all material respects on the Closing Date.
- 4.2 <u>Failure to Satisfy Conditions</u>. If any of the conditions in this <u>Article 4</u> are not satisfied by the date stated therein, then Purchaser may (i) terminate this Agreement by written notice to Seller, in which event all further rights and obligations of the parties under this Agreement shall terminate; or (ii) waive such condition (and failure to give notice pursuant to clause (i) above shall constitute such waiver).

ARTICLE 5. CLOSING

- 5.1 <u>Closing</u>. The consummation of the transaction contemplated herein (the "<u>Closing</u>") shall occur at the Title Company, at such other location to which the parties may mutually agree, or through an escrow closing with the Title Company, and shall take place no later than July 25, 2025 (the "<u>Closing</u> Date").
- 5.2 <u>Seller's Deliveries in Escrow.</u> At the Closing, Seller shall deliver to the Title Company the following documents:

- (a) <u>Deed</u>. A Special Warranty Deed in the form attached hereto as <u>Exhibit "C"</u> and incorporated herein by reference for all purposes (the "<u>Deed</u>"), executed and acknowledged by Seller, conveying to Purchaser good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions.
- (b) <u>Bill of Sale</u>. A bill of sale, fully executed and acknowledged by Seller, in the form attached hereto as <u>Exhibit "D"</u> and incorporated herein by reference for all purposes, conveying to Purchaser the Personal Property free and clear of all liens, claims and encumbrances.
- (c) <u>General Assignment and Assumption Agreement</u>. A general assignment and assumption agreement in the form attached hereto as <u>Exhibit "E"</u> and incorporated herein by reference for all purposes (the "<u>General Assignment</u>"), conveying to Purchaser, to the extent assignable, the Operating Contracts which Purchaser has elected to assume and the General Intangibles, free and clear of all liens, claims and encumbrances.
- (d) <u>Authority</u>. Evidence of existence, organization, and authority of Seller and the authority of the person executing documents on behalf of Seller, reasonably satisfactory to the Title Company.
- (e) <u>Assignment of Property Information and Utility Rights</u>. Such assignments and other documents, certificates and reliance letters as Purchaser may reasonably require in order to fully and completely transfer and assign to Purchaser all of Seller's right, title, and interest, in and to the Property Information, all documents and contracts related thereto, and any other permits, utility rights, and rights under utility agreements and similar rights necessary to transfer adequate utility capacity to the Property to serve or service Purchaser's intended use.
- (f) <u>FIRPTA</u>. A Foreign Investment in Real Property Tax Act affidavit executed by Seller. If Seller fails to provide the necessary affidavit and/or documentation of exemption on the Closing Date, Purchaser may proceed with withholding provisions as provided by law.
- (g) <u>Seller's Affidavit</u>. A seller's affidavit or similar certification as may be required by the Title Company to issue the Title Policy.
- (h) <u>State Law Disclosures</u>. Such disclosures and reports required by applicable local law in connection with the conveyance of real property.
- (i) <u>Additional Documents</u>. Any additional documents that Purchaser or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.
- 5.3 <u>Purchaser's Deliveries in Escrow.</u> At the Closing, Purchaser shall deliver to the Title Company the following:
- (a) <u>Purchase Price</u>. The Purchase Price, plus or minus applicable prorations, deposited by Purchaser with the Title Company in immediate, same-day federal funds (all or any part of which may be the proceeds of a loan) wired for credit into such account as the Title Company may designate. The Purchase Price shall not be released to Seller until the Title Company has confirmed that the conveyance documents have been recorded for the Property.
 - (b) <u>General Assignment</u>. An executed counterpart of the General Assignment.

- (c) <u>Authority</u>. Evidence of existence, organization, and authority of Purchaser and the authority of the person executing documents on behalf of Purchaser, reasonably satisfactory to the Title Company.
- (d) <u>State Law Disclosures</u>. Such disclosures and reports required by applicable State and local law in connection with the conveyance of real property.
- (e) <u>Additional Documents</u>. Any additional documents that Seller or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.
- 5.4 <u>Closing Statements/Escrow Fees.</u> At the Closing, Seller and Purchaser shall execute closing statements consistent with this Agreement in form required by the Title Company. Seller and Purchaser agree to pay closing costs as indicated in this Agreement. The Title Company's escrow fee and all transfer taxes shall be paid one-half by Purchaser and one-half by Seller. Except as otherwise provided for in this Agreement, Seller and Purchaser will each be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the transaction contemplated herein. Any other closing costs not specifically designated as the responsibility of either Purchaser or Seller in this Agreement shall be paid by Seller and Purchaser according to the usual and customary allocation of the same by the Title Company.
- 5.5 <u>Possession</u>. At Closing, Seller shall deliver possession of the Property to Purchaser in the condition existing as of the date of this Agreement, subject only to the Permitted Exceptions.
- 5.6 Closing Adjustments and Prorations. Except as otherwise provided in this Section 5.6, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the end of the day preceding the Closing Date. Seller shall be entitled to receive all revenues and shall be charged with all expenses relating to the ownership and operation of the Property through the day preceding the Closing Date. Prior to the Closing, Seller shall determine the amounts of the prorations in accordance with this Section 5.6 and shall notify Purchaser thereof. Purchaser shall review and approve such determination promptly and prior to the Closing, such approval not to be unreasonably withheld or delayed. Thereafter and on or prior to the Closing, Seller and Purchaser shall inform the Title Company of such amounts and, in accordance therewith, the Title Company shall prorate such items between the parties (and the parties shall deposit funds therefor with the Title Company or shall instruct the Title Company to debit against sums held by the Title Company owing to such party) in accordance with this Section 5.6. Such adjustments and prorations shall include the following:
 - (i) <u>Utility Charges</u>. Electric, water, sewer, gas, fuel, waste collection and removal and other utility and operating expenses relating to the Property shall be prorated as of the day preceding the Closing Date. It shall be assumed that the utility charges were incurred uniformly during the billing period in which the Closing occurs. If bills for the applicable period are unavailable, the amounts of such charges will be estimated based upon the latest known bills. Notwithstanding the foregoing, to the extent possible, Seller and Purchaser shall request the utility companies to read the meters as of the date preceding the Closing Date, and Seller shall be responsible for all charges incurred through the day preceding the Closing Date. All prepaid deposits for utilities shall be refunded to Seller at the time of Closing by the utility companies, and it shall be Purchaser's responsibility to make any utility deposits required for service.

- (ii) Taxes and Special Assessments. District and City ad valorem taxes, including any community association assessments (collectively, "Taxes") for the Property for the then-current calendar year or other applicable tax period shall be apportioned or prorated between Seller and Purchaser as provided herein (with Purchaser paying the Taxes for the Closing Date). If final tax statements for the calendar year or other applicable tax period in which the Closing occurs are not available at Closing, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates. All prorations shall be based upon a fraction determined by dividing the number of days elapsed up through the date of the Closing Date by 365 (or, if applicable, 366). The parties shall make the appropriate adjusting payment between them when the final tax statements are available. All taxes and interest that become due as a penalty, whether retroactive or not, imposed due to the transfer of the Property or a change in the use of the Property after Closing, from the use prior to the Closing, shall be paid by Purchaser. The terms of this Section 5.6 shall survive the Closing.
- 5.7 <u>Delivery of Books and Records</u>. Within one (1) business day after the Closing, Seller shall deliver to Purchaser, to the extent in Seller's possession: all Operating Contracts; maintenance records and warranties; plans and specifications; permits; copies or originals of all books and records of account, contracts, and copies of correspondence with suppliers; receipts for deposits, unpaid bills and other papers or documents which pertain to the Property; all advertising materials; booklets; keys; and other items, if any, used in the operation of the Property.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

- 6.1 <u>Seller's Representations and Warranties</u>. As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser that:
- (a) Organization and Authority. The GEO Group, Inc., has been duly organized and is validly existing as a Florida corporation. CPT Operating Partnership L.P. has been duly organized and is validly existing as a Delaware limited partnership. Seller has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement. The persons signing this Agreement on behalf of Seller are authorized to do so. This Agreement has been, and the documents to be executed by Seller pursuant to this Agreement will be, authorized and properly executed and does and will constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.
- (b) <u>Conflicts</u>. There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller, which is in conflict with this Agreement or which would be breached by, or would materially impair, Seller's performance of this Agreement.
- (c) <u>Pending Actions</u>. To Seller's knowledge, there is no action, lawsuit or other proceeding pending or threatened against Seller, or the Property or which challenges or impairs Seller's ability to execute, deliver or perform this Agreement or Purchaser's ability to develop the Property for its intended use.
- (d) <u>Hazardous Materials</u>. Except as set forth in the Property Information, Seller has received no written notice indicating (i) the presence of any Hazardous Materials in, on or under the Real Property or (ii) any noncompliance or violation of Environmental Laws related to the Real Property or (iii) any environmental lien, charge, assessment, or threatened inclusion of the Real Property into any Super Fund designated cleanup area, or inclusion of the Real Property into any designated environmental area by any governmental body, entity, or agency. The term "<u>Environmental Laws</u>" shall include, without limitation,

those laws commonly known as the Clean Air Act, the Clean Water Act, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"); the Marine Protection, Research, and Sanctuaries Act; the National Environmental Policy Act; the Noise Control Act; the Occupational Safety and Health Act; the Resource Conservation and Recovery Act ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right-to-Know Act; the Toxic Substance Control Act ("TSCA"); and the Atomic Energy Act; as each of the same may be amended, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials. The term "Hazardous Materials" shall include, without limitation, any hazardous substance, pollutant, or contaminant regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; pesticides regulated under FIFRA; asbestos, polychlorinated biphenyls, and other substances regulated under TSCA; source material, special nuclear material, and by-product materials regulated under the Atomic Energy Act; and industrial process and pollution control wastes to the extent regulated under applicable Environmental Laws.

- (e) <u>Condemnation</u>. To Seller's knowledge, no condemnation proceedings are pending or threatened with regard to the Property.
- (f) <u>Contracts</u>. Except for the Operating Contracts, there are no contracts encumbering any part of the Property. Neither Seller nor any other party is in material default under any of the Operating Contracts.
- (g) <u>Violations</u>. As of the Effective Date Seller has not received from any governmental authority written notice of any material violation of any laws, rules, regulations, codes, statutes or ordinances applicable (or alleged to be applicable) to the Real Property, or any part thereof, that has not been corrected, except as may be reflected by the Property Information or otherwise disclosed in writing to Purchaser.
- (h) <u>Purchase Rights</u>. To Seller's knowledge, no party other than Purchaser has a purchase option, right of first refusal or other right to purchase the Property.

When used herein, the phrase "to Seller's knowledge" or derivations thereof shall mean the current actual knowledge of Daniel E. Rebeor, acting in his/their capacity as Vice President, Real Estate of Seller (the "Seller Representative"). Purchaser acknowledges that the Seller Representative is named solely for the purpose of defining and limiting the scope of Seller's knowledge, and no Seller Representative shall have any personal liability under this Agreement.

Notwithstanding the foregoing provisions of this <u>Section 6.1</u>, in the event that (a) any of Seller's representations is made "to the knowledge of Seller" and (b) subsequent to the Effective Date information (collectively, the "<u>New Information</u>") is discovered and presented to Seller, which New Information, if in the possession of Seller on the date hereof, would have rendered such Seller's representation false in a material respect (*i.e.*, if Seller had actual knowledge of the New Information on the Effective Date then such Seller's representation, as made by Seller, would have been false in a material respect) then, provided that Seller discloses such New Information to Purchaser prior to the Closing Date: (i) such Seller's representation shall be deemed to have been remade as of the date such disclosure is made to take such New Information into account, and (ii) such remaking of such Seller's representation shall not be deemed a breach of such Seller's representation by Seller; provided, however, that such remaking of such Seller's

representation shall give the Purchaser the right to terminate this Agreement, so long as written notice of the same is delivered within three (3) days after Purchaser's receipt of the New Information.

The representations and warranties set forth in <u>Section 6.1</u> are made as of the Effective Date and, except where expressly limited to the Effective Date, are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing for a period of one (1) year (the "<u>Survival Period</u>"). Purchaser shall have the right to bring an action against Seller on the breach of a representation or warranty hereunder, but only on the following conditions: (i) Purchaser first learns of the breach after Closing and delivers written notice containing a description of the specific nature of such breach to the breaching party within the Survival Period and commences such action for breach within two (2) years of Closing, and (ii) Purchaser shall not have the right to bring a cause of action for a breach of a representation or warranty unless the damage to Purchaser on account of such breach (individually or when combined with damages from other breaches) equals or exceeds \$25,000.00. Seller shall not have any liability after Closing for the breach of a representation or warranty hereunder of which the Purchaser had knowledge as of Closing. The provisions of this <u>Section 6.1</u> shall survive the Closing.

- 6.2 <u>Purchaser's Representations and Warranties</u>. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:
- (a) <u>Conflicts</u>. There is no agreement to which Purchaser is a party or, to Purchaser's actual knowledge, binding on Purchaser which is in conflict with this Agreement or which would be breached by, or would materially impair, Purchaser's performance of this Agreement.
- (b) <u>Pending Actions</u>. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser or the Property or which challenges or impairs Purchaser's ability to execute, deliver or perform this Agreement.
- (c) <u>Commissions</u>. Purchaser has not dealt with any real estate brokers, salespersons or finders in connection with this transaction that would give rise to any liability or obligation to any party hereunder except as set forth in Section 10.2.

The representations and warranties set forth in Section 6.2 are made as of the Effective Date and, except where expressly limited to the Effective Date, are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing until the expiration of the Survival Period. Seller shall have the right to bring an action against Purchaser on the breach of a representation or warranty hereunder, but only on the following conditions: (i) Seller first learns of the breach after Closing and delivers written notice containing a description of the specific nature of such breach to the breaching party within the Survival Period and commences such action for breach within two (2) years of Closing, and (ii) Seller shall not have the right to bring a cause of action for a breach of a representation or warranty unless the damage to Seller on account of such breach (individually or when combined with damages from other breaches) equals or exceeds \$25,000.00. Purchaser shall not have any liability after Closing for the breach of a representation or warranty hereunder of which the Seller had knowledge as of Closing. The provisions of this Section 6.2 shall survive the Closing.

ARTICLE 7. CONDEMNATION

7.1 <u>Condemnation</u>. In the event of any threatened, contemplated, commenced or consummated proceedings in eminent domain prior to the Closing (notice of which shall be given to Purchaser by Seller immediately) respecting any material portion of the Property, Purchaser may, at its

option, by notice to Seller given within ten (10) days after Purchaser is notified of such actual or possible proceedings (but before the Closing): (i) unilaterally terminate this Agreement and all further rights and obligations of the parties under this Agreement shall terminate; or (ii) proceed under this Agreement, in which event Seller shall, at the Closing, assign or cause the owner of the Property to assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the right during the pendency of this Agreement to assist in the negotiations and otherwise deal with the condemning authority in respect of such matter.

Casualty Loss. If, prior to the Closing Date, all or part of the Property is damaged by fire or by any other cause whatsoever, Seller shall promptly give Purchaser written notice of such damage. If the cost of repairing such damage is not in excess of One Million Dollars (\$1,000,000.00) (as determined by Seller's independent insurer), then (a) Purchaser shall receive at the Closing, to the extent such sums have not been expended on repair work, the amount of the deductible plus an assignment of all insurance proceeds payable as a result of such loss, (b) this Agreement shall continue in full force and effect with no reduction in the Purchase Price, and (c) Seller shall have no obligation to repair such damage. If the cost of repairing damage from such casualty is greater than One Million Dollars (\$1,000,000.00) (as determined by Seller's independent insurer), then Purchaser shall have the right, for a period of ten (10) days from the date of notice of the amount of damage caused by the casualty, but, in any event, prior to the Closing Date, to terminate this Agreement by giving written notice of termination to Seller within such period. Upon such termination, the parties hereto shall be released of any further liability hereunder except as otherwise provided herein. If Purchaser fails to notify Seller within such period of Purchaser's exercise of its right to terminate this Agreement, then Purchaser shall proceed to Closing and, to the extent such sums have not been expended on repair work, all insurance proceeds received by Seller as a result of such casualty loss plus the amount of the deductible shall be paid to Purchaser at the Closing. If such proceeds have not yet been received by Seller, then Seller's rights to such proceeds shall be assigned to Purchaser at the Closing upon payment of the full Purchase Price to Seller by Purchaser less the amount of Seller's deductible and Seller shall have no obligation to repair such damage.

ARTICLE 8. REMEDIES

- 8.1 <u>Seller's Damages</u>. If all of the conditions to Purchaser's obligation to purchase the Property have been satisfied or waived or deemed waived by Purchaser and if Purchaser should fail to consummate this transaction for any reason other than Seller's default, or the exercise by Purchaser of an express right of termination granted herein, or if Purchaser otherwise defaults in any of its obligations hereunder prior to the Closing, Seller shall be entitled, as its sole remedy either (a) to terminate this Agreement and release Purchaser and Seller from any and all liability hereunder, or (b) to enforce specific performance of Purchaser's obligation to purchase the Property in accordance with the terms of this Agreement. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages.
- 8.2 <u>Purchaser's Damages</u>. In the event the sale of the Property as contemplated hereunder is not consummated due to Seller's default hereunder, Purchaser shall be entitled, as its sole remedy, either (a) to terminate this Agreement and release Purchaser and Seller from any and all liability hereunder, or (b) to enforce specific performance of Seller's obligation to convey the Property to Purchaser in accordance with the terms of this Agreement. Purchaser expressly waives its rights to seek damages in the event of Seller's default hereunder. Purchaser shall be deemed to have elected to terminate this Agreement, if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before two (2) years following the date upon which Closing was to have occurred.

8.3 Recovery of Damages. Notwithstanding Sections 8.1 and 8.2 hereof, in no event shall the provisions of Sections 8.1 and 8.2 limit the damages recoverable by either party against the other party due to the other party's obligation to hold harmless such party in accordance with this Agreement or for any defaults by either party after the Closing.

ARTICLE 9. SELLER'S COVENANTS

Seller agrees that during the period from the date hereof through the Closing Date Seller will perform the following covenants:

- 9.1 Operation. Except as Purchaser may otherwise consent in writing, until the Closing Date, unless this Agreement is sooner terminated, Seller shall not grant to any third party any interest in the Property or any part thereof or further voluntarily encumber the Property.
- 9.2 Operating Contracts. Seller will not, without the prior written consent of Purchaser (which consent may be withheld in Purchaser's sole discretion), (i) enter into any Operating Contract that will not be fully performed by Seller on or before the Closing Date, or (ii) amend, modify or supplement any existing Operating Contract or permit in any material respect (but Seller shall terminate any of the same which Purchaser does not approve). Purchaser will have been deemed to have required Seller to terminate in writing at or prior to Closing all of the Operating Contracts unless Purchaser advises Seller in writing of which Operating Contracts it will assume prior to the expiration of the Due Diligence Period. Seller shall deliver at Closing notices of termination of all Operating Contracts that are not so assumed. Purchaser must assume the obligations arising from and after the Closing under those Operating Contracts that Purchaser has agreed to assume. Purchaser shall not be liable for any termination fees and other fees due for the period after the Closing with respect to any Operating Contracts Seller is obligated to terminate at Closing.

ARTICLE 10. MISCELLANEOUS

- 10.1 <u>Listing and Other Offers</u>. During the pendency of this Agreement, Seller may list the Property with any broker or solicit or accept any offers to purchase the Property, enter into any agreements (binding or not binding) to sell the Property, or engage in any discussions or negotiations with any third party with respect to the sale of the Property.
- 10.2 <u>Commissions</u>. Each of the parties represents to each other that it has not retained or used the services of a broker or agent in connection with this transaction. Each party agrees to hold the other harmless from any claims of any other brokers or agents for fees or commissions arising out of this transaction attributable to a breach by such party of its representation in the immediately preceding sentence.
- 10.3 Parties Bound. This Agreement may not be assigned by Purchaser directly or indirectly (including changes in control of Purchaser) to any party without the prior written consent of Seller; provided that Purchaser may assign its rights under this Agreement to an affiliate of Purchaser without obtaining Seller's consent so long as Purchaser gives Seller and the Title Company written notice of any such assignment at least five (5) days prior to the Closing Date. For the purpose of this Section 10.3, an "affiliate of Purchaser" shall mean any entity controlling, controlled by, or under common control with Purchaser. Subject to the foregoing, this Agreement and all provisions hereof, including, without limitations, all representations and warranties made hereunder, shall extend to, be obligatory upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors, assigns, and beneficiaries of the parties hereto. No assignment by either party shall relieve such party of any obligation under this Agreement whether arising before or after such assignment.

- 10.4 <u>Headings</u>. The article and paragraph headings of this Agreement are for convenience only and do not limit or enlarge the scope or meaning of the language hereof.
- 10.5 <u>Provisions Survive</u>. The provisions of this Agreement that contemplate performance after Closing shall survive the Closing and shall not be merged into the instruments of Closing.
- 10.6 <u>Invalidity and Waiver</u>. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.
- 10.7 Governing Law/Jurisdiction/Venue. This Agreement shall be construed and the rights and obligations of Seller and Purchaser hereunder determined in accordance with the internal laws of the State of Oklahoma without regard to the principles of choice of law or conflicts of law. In recognition of the benefits of having any disputes with respect to this Agreement resolved by an experienced and expert person, Seller and Purchaser hereby agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party on or with respect to this Agreement or which in any way relates, directly or indirectly, to this Agreement or any event, transaction, or occurrence arising out of or in any way connected with this Agreement or the Property, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. THE PARTIES HERETO, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (A) SUBMIT TO PERSONAL JURISDICTION IN THE STATE OF OKLAHOMA OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT, (B) AGREE THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN OKLAHOMA COUNTY, OKLAHOMA, (C) SUBMIT TO THE JURISDICTION OF SUCH COURTS, AND, (D) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREE THAT NONE OF THEM WILL BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING. .
- 10.8 <u>No Third Party Beneficiary</u>. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree, or otherwise.
- 10.9 <u>Entirety and Amendments</u>. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.
- 10.10 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.
- 10.11 <u>Further Assurances</u>. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Purchaser at the Closing, Seller agrees to perform, execute and/or deliver or cause to be delivered, executed and/or delivered, but without any obligation to

incur any additional liability or expense, after the Closing any and all further acts, deeds and assurances as may be reasonably necessary to consummate the transactions contemplated hereby and/or to further perfect and deliver to Purchaser the conveyance, transfer and assignment of the Property and all rights related thereto.

- 10.12 <u>Time</u>. Time is of the essence in the performance of each and every term, condition and covenant contained in this Agreement.
- 10.13 <u>Attorneys' Fees</u>. Should either party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.
- 10.14 <u>Use of Pronouns</u>. The use of the neuter singular pronoun to refer to Seller and Purchaser shall be deemed a proper reference, even though Seller or Purchaser may be an individual, partnership or a group of two or more individuals. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one seller or purchaser and to either partnerships or individuals (male or female) shall in all instances be assumed as though in each case fully expressed.
- 10.15 <u>Notices</u>. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to Purchaser: State of Oklahoma

Oklahoma Department of Corrections

4345 N. Lincoln Boulevard Oklahoma City, Oklahoma 73105

Attn: Steven Harpe

If to Seller: GEO Group, Inc.

4955 Technology Way Boca Raton, Florida 33431 Attention Daniel E. Rebeor

With a copy to: Stephen H. Malato

C/O Hinshaw and Culbertson

151 N. Franklin

Chicago, Illinois 60606

Any such notices shall be either (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered on the day three (3) business days after deposit, postage prepaid in the U.S. Mail, (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered on the day after deposit with such courier, (iii) sent by telefax, in which case notice shall be deemed delivered upon confirmed transmission of such notice, (iv) sent by personal delivery, or (v) by email, in which case notice shall be deemed delivered upon receipt of same. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

- 10.16 <u>Construction</u>. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.
- 10.17 <u>Calculation of Time Periods</u>. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designed period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday, in the state in which the Property is located.
- 10.18 <u>No Waiver</u>. Except as otherwise expressly provided herein, no waiver by Purchaser of any of its rights under this Agreement shall be valid unless in writing signed by Purchaser.

10.19 Section 1031 Exchange.

- Seller may structure the disposition of the Property, in whole or in part, as a transaction intended by Seller to qualify as a like-kind exchange under Internal Revenue Code Section 1031 and the Treasury Regulations promulgated thereunder (a "Seller 1031 Exchange") at Seller's sole cost and expense. In connection with any Seller 1031 Exchange, Seller shall have the right to assign or transfer its rights and obligations under this Agreement with respect to all or a portion of the Property to a qualified intermediary, an exchange accommodation title holder or one or more single member limited liability companies that are owned by either of the foregoing persons to complete the Seller 1031 Exchange; provided, however, that any such assignment of the rights or obligations of Seller hereunder shall not relieve, release or absolve Seller of its obligations to Purchaser. Purchaser shall reasonably cooperate with respect to a Seller 1031 Exchange, including by executing any and all documents reasonably requested in connection therewith and making any payments due under this Agreement to or at the direction of the qualified intermediary or the exchange accommodation title holder, provided that Purchaser shall incur no material costs, expenses or liabilities in connection with any Seller 1031 Exchange. Seller shall defend and hold Purchaser harmless from and against any liabilities, costs, damages, claims, or demands that result as of such cooperation and Purchaser shall not be required to take title to or contract for purchase of any other property. Purchaser may structure the disposition of the Property as a like-kind exchange under Internal Revenue Code Section 1031 at Purchaser's sole cost and expense. Seller shall reasonably cooperate therein, provided that Seller shall incur no material costs, expenses or liabilities in connection with Purchaser's exchange. Purchaser shall defend and hold Seller harmless therefrom and Seller shall not be required to take title to or contract for purchase of any other property. If Purchaser uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations of Purchaser hereunder shall not relieve, release or absolve Purchaser of its obligations to Seller.
- (b) Purchaser may structure the disposition of the Property, in whole or in part, as a transaction intended by Purchaser to qualify as a like-kind exchange under Internal Revenue Code Section 1031 and the Treasury Regulations promulgated thereunder (a "Purchaser 1031 Exchange") at Purchaser's sole cost and expense. In connection with any Purchaser 1031 Exchange, Purchaser shall have the right to assign or transfer its rights and obligations under this Agreement with respect to all or a portion of the Property to a qualified intermediary, an exchange accommodation title holder or one or more single member limited liability companies that are owned by either of the foregoing persons to complete the Purchaser 1031 Exchange; provided, however, that any such assignment of the rights or obligations of Purchaser hereunder shall not relieve, release or absolve Purchaser of its obligations to Seller. Seller shall reasonably cooperate with respect to a Purchaser 1031 Exchange, including by executing any and all documents reasonably requested in connection therewith and making any payments due under this Agreement to or at the direction of the qualified

intermediary or the exchange accommodation title holder, provided that Seller shall incur no material costs, expenses or liabilities in connection with any Purchaser 1031 Exchange. Purchaser shall defend and hold Seller harmless from and against any liabilities, costs, damages, claims, or demands that result as of such cooperation and Purchaser shall not be required to take title to or contract for purchase of any other property.

10.20 Confidentiality.

- (a) Prior to Closing, Purchaser and Seller shall each maintain as confidential any and all material obtained about the other or, in the case of Purchaser, about the Property, this Agreement or the transactions contemplated hereby, and shall not disclose such information to any third party. Except as may be required by law, Purchaser will not divulge any such information to other persons or entities, including, without limitation, appraisers, real estate brokers, or competitors of Seller. Notwithstanding the foregoing, Purchaser shall have the right to disclose information with respect to the Property to its officers, directors, employees, attorneys, accountants, environmental auditors, appraisers, engineers, potential lenders, and permitted assignees under this Agreement and other consultants to the extent necessary for Purchaser to evaluate its acquisition of the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. The foregoing restrictions shall not apply to information that was in Purchaser's possession prior to disclosure by Seller or is generally available to the public (other than as a result of Purchaser's wrongful disclosure thereof).
- (b) After Closing, Seller and Purchaser each shall maintain the confidentiality of this sale and purchase and shall not, except as required by law or governmental regulation applicable to the Property and except in connection with any action or suit under this Agreement, disclose the terms of this Agreement or of such sale and purchase to any third parties whomsoever other than investors or prospective investors in Seller or Purchaser and such other persons whose assistance is required in carrying out the terms of this Agreement. Seller and Purchaser shall not at any time announce the sale, issue a press release or otherwise communicate with media representatives regarding this sale and purchase unless such release or communication has received the prior approval of Seller and Purchaser.
- 10.21 <u>BOARD APPROVAL REQUIRED</u>. THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE OKLAHOMA BOARD OF CORRECTIONS AT THE FIRST REGULARLY SCHEDULED BOARD OF CORRECTIONS MEETING ON OR BEFORE JUNE 25, 2025 FOLLOWING EXECUTION OF THIS AGREEMENT.
- 10.22 <u>FY 2025 CORRECTIONAL SERVICES CONTRACT</u>. THIS AGREEMENT IS SUBJECT TO THE EXECUTION OF AN AMENDMENT OF THAT CERTAIN FY 2025 CORRECTIONAL SERVICES CONTRACT BY AND BETWEEN SELLER AND PURCHASER REFLECTING AN OPERATING DATE ENDING JULY 25, 2025.

SIGNATURE PAGE TO AGREEMENT OF PURCHASE AND SALE BY AND BETWEEN GEO Group, Inc. AND State of Oklahoma

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

"Seller"

The GEO Group, Inc., a Florida corporation

Name:

Tidle.

<u>And</u>

CPT Operating Partnership L.P., a Delaware limited partnership

By:

Name: Hw

Title: W/

"Purchaser"

State of Oklahoma, a body politic

Jy. ____

Name: Steven Harpe

Title: Director, Oklahoma Department of Corrections

TITLE COMPANY'S AGREEMENT AND RECEIPT:

On this 3rd day of June, 2025, Chicago Title Oklahoma - Commercial Escrow & Title Office, as the Title Company named in the foregoing Agreement, hereby acknowledges receipt of (i) three (3) counterparts of this Agreement executed by Seller and Purchaser and hereby agrees to act as Title Company in strict accordance with the terms of this Agreement.

Chicago Title Oklahoma Commercial Escrow & Title Office	
By: Name:	
As Agent for the Title Company	-

EXHIBIT A

PROPERTY

Parcel "1"

Prison approx. 160 AC

The Southeast Quarter (SE ¼) of Section Twenty-Eight (28), Township one (1) North, Range Eleven (11) West, I. M. Comanche County, Oklahoma, according to the U. S. Government Survey thereof

Tax ID: 01N11W-28-4-29974-284-0001

Property Address: 8607 SE FLOWERMOUND RD,

Lawton, OK 73501

Parcel "2"

Warden Residence approx. 40 AC

Beginning at the Northwest Corner off be South Half (S-1/2) of the Northwest Quarter (NW-1/4) of Section Twenty-Seven (27), Township One (l) North, Range Eleven (11) West of the LM,, Comanche County, Oklahoma, according to the U,S. Government Survey thereof; THENCE South a distance of 2100 feet; THENCE East a distance of 830 feet; THENCE North a distance of 2100 feet; THENCE West a distance of 830 feet, to the point of beginning.

Tax ID: 01N11W-27-2-99974-002-0000

Property Address: 8220 SE FLOWERMOUND RD

Lawton, OK 73501

Parcel "3"

Vacant Land approx. 120 AC

Parcel "4"

Vacant Land approx. 80 AC

Parcel 3 Tax ID: 01N11W-27-3-99974-001-0000 Parcel 4 Tax ID: 01N11W-27-3-99974-002-0000 Property Address: None, Lawton, OK 73501 The Southwest Quarter (SW-1/4) and the South Half (S-1/2) of the Northwest Quarter (NW-1/4) of Section Twenty Seven (27), Township One (1) North, Range Eleven (11) West of the I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the following described tract: Beginning at the Northwest corner of the South Half (S-1/2) of the Northwest Quarter (NW-1/4) of Section Twenty Seven (27), Township One (1) North, Range Eleven (11) West of the LM.; THENCE South a distance of 2,100 feet; THENCE East a distance of 830 feet; THENCE North a distance of 2,100 feet; THENCE West a distance of 830 feet to a point of beginning.

Parcel "5"

Vacant Land approx. 160 AC

A part of the Northeast Quarter (NE/4) of Section Thirty-Four (34), Township One (I) North, Range Eleven (11) West of the Indian Meridian., Comanche County, Oklahoma, more particularly described as follows: Beginning at the Northeast Comer of the Northeast Quarter of said Se<:lion; Thence West along the North Section Line a distance of 900 feet; Thence South parallel with the East Section Line of said Section a distance of 1210.00 feel; Thence Bast and parallel with the North line of said Section a distance of 900.00 feet to a point on the East Section Line of said Section; Thence North along the Bast Section Line of said Section a distance of 1210.00 feel to the Point of Beginning, combining 25.00 acres more or less.

The balance of Northeast Quarter of Section Thirty-Four (34), Township One (I) North, Range Eleven (11) West of the Indian Meridian. Comanche County, Oklahoma.

Tax ID: 01N11W-34-1-99974-001-0000

Property Address: 4133 SE TINNEY RD

Lawton, OK 73501

EXHIBIT B

EXCLUDED PERSONAL PROPERTY

Record Type	Manufacturer	Model	Weapon Type	Weapon Caliber	Weapon Owner	Weapon Start Date
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
_	1		auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-		l	
_	l		auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
_			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto	1	GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
_			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
_			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
_			auto		GEO	
Guns	Glock	17	Handgun	9MM [∞]	Group	8/11/2010
			Semi-			
_			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
_			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010

ĺ	1	1	Semi-		I	
Guns	Glock	17	auto	9MM	GEO	8/11/2010
Guns	GIOCK	17	Handgun Semi-	SIVIIVI	Group	0/11/2010
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
Ouris	GIOCK	1,	Semi-	JIVIIVI	Group	0/11/2010
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
		1	auto		GEO	0/44/0040
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
	1		Semi-		050	
Cunn	Glock	17	auto	ONANA	GEO	9/11/2010
Guns	GIOCK	17	Handgun Semi-	9MM	Group	8/11/2010
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
Ouris	GIOCK		Semi-	OIVIIVI	Group	0)11/2010
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
	0.00		Semi-		0.005	0.,,
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-		· ·	
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
		1	auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
		1	auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
		18 '	Shotgun-		GEO	
Guns	Remington	Barrel	Pump	12 Gauge	Group	1/31/2008
		18 '	Shotgun-		GEO	
Guns	Remington	Barrel	Pump	12 Gauge	Group	1/31/2008
		18 '	Shotgun-		GEO	
Guns	Remington	Barrel	Pump	12 Gauge	Group	1/31/2008

Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008

Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008

Record Type	Year	Chassis Make	Chassis Model	VIN	Registered Tag#	Registered State
Vehicle	2019	FORD	F-150	1FTEX1CB4KKD34723	LJD526	OK
Vehicle	2023	FORD	F-150	1FTEW1EP3PKF46256	15DNWL	FL
Vehicle	2023	FORD	F-150	1FTEW1EP4PKG10109	14DNWL	FL
Vehicle	2023	FORD	F-150	1FTEX1CP9PKF95364	48DWEA	FL
Vehicle	2019	FORD	EXPLORER	1FM5K8AR9KGB44454	IFW885	OK
Vehicle	2014	FORD	E-250	1FTNS2EL1EDA86482	UB66342	VA
Vehicle	2017	FORD	TRANSIT 150	1FMZK1YM5HKA44697	TZR1589	VA
Vehicle	2019	FORD	TRANSIT 150	1FMZK1ZM9KKA40366	36829V	OK
Vehicle	2019	FORD	TRANSIT 150	1FMZK1ZM0KKA40367	36830V	OK
Vehicle	2019	FORD	TRANSIT 150	1FMZK1ZM4KKA40369	36832V	OK
Vehicle	2019	FORD	TRANSIT 350	1FDZX2CM5KKA67905	58482V	OK
Vehicle	2020	FORD	TRANSIT 150	1FMZK1Y86LKB52645	LFJ078	OK
Vehicle	2020	FORD	TRANSIT 150	1FMZK1Y81LKB52648	LFX889	OK
Vehicle	2023	FORD	TRANSIT 350	1FDAX2C81PKB43367	KQ171Q	FL

Ammunition	9 mm duty ammo	2000 rounds
Ammunition	9 mm training ammo	3900 rounds
Ammunition	Slugs duty ammo	250 rounds
Ammunition	Slugs training ammo	450 rounds
Ammunition	00 buckshot duty ammo	250 rounds
Ammunition	00 buckshot training ammo	500 rounds

EXHIBIT C FORM OF SPECIAL WARRANTY DEED

Prepared By Michael McKleroy Hinshaw & Culbertson LLP 1717 Main Street, Suite 3625 Dallas, TX 75201	
After Recording Return To & Future Tax Bills to:	
	Space Above This Line for Recorder's Use

SPECIAL WARRANTY DEED

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, their administrators, successors and assigns forever. AND THE SAID GRANTOR does for themselves and their respective administrators, successors and assigns, hereby covenant with the said Grantee, their administrators, successors and assigns, that the granted premises are free from all encumbrances made by the Grantor, and that they warrant and will defend the same to the grantee and their assigns, and successors, forever, against the lawful claims and demands of all persons claiming by, through, or under the Grantor, but against none other.

TOGETHER WITH all the improvements thereon and the appurtenances thereunto belonging (the "Property") subject to the following exceptions: (i) Taxes for the year 2025 and subsequent years, not yet due and payable; (ii) such matters as a complete and accurate survey would disclose; (iii) restrictions, reservations, easements, covenants and limitations of record which remain valid and enforceable; and validly enforceable zoning and/or other use restrictions imposed by applicable governmental authorities.

The affidavit required by 60 O.S. § 121 is attached hereto as Exhibit B. [SIGNATURE APPEARS ON THE FOLLOWING PAGE.]

[SIGNATURE PAGE TO DEED]

The GEO Group, Inc., a Florida Corporation

		Ву:	Name: Title:		
	AC	KNOWL	EDGMENT		
STATE OF	FLORIDA	}			
COUNTY OF		} ss. -}			
presence or □ online the	GOING INSTRUMEN e notarization, this ither \(\precedit{\precedit}\) is personally 1	_day of _ _of The G	EO Group, Inc	_, 2025, by ., a Florida Cor	, as poration, on behalf of
GIVEN unde	er my hand and official	seal, this	day o	f	_, 2025.
		G		NI-4 C:	4
Commission Expires	•			Notary Signat	ture
			Print Name:	-	

EXHIBIT A

Parcel "2"

Warden Residence approx. 40 AC

Beginning at the Northwest Corner oft be South Half (S-1/2) of the Northwest Quarter (NW-1/4) of Section Twenty-Seven (27), Township One (I) North, Range Eleven (11) West of the LM,, Comanche County, Oklahoma, according to the U,S. Government Survey thereof; THENCE South a distance of 2100 feet; THENCE East a distance of 830 feet; THENCE North a distance of 2100 feet; THENCE West a distance of 830 feet, to the point of beginning.

Tax ID: 01N11W-27-2-99974-002-0000

Property Address: 8220 SE FLOWERMOUND RD

Lawton, OK 73501

Parcel "3"

Vacant Land approx. 120 AC

Parcel "4"

Vacant Land approx. 80 AC

Parcel 3 Tax ID: 01N11W-27-3-99974-001-0000 Parcel 4 Tax ID: 01N11W-27-3-99974-002-0000 Property Address: None, Lawton, OK 73501

The Southwest Quarter (SW-1/4) and the South Half (S-1/2) of the Northwest Quarter (NW-1/4) of Section Twenty Seven (27), Township One (1) North, Range Eleven (11) West of the I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the following described tract: Beginning at the Northwest corner of the South Half (S-1/2) of the Northwest Quarter (NW-1/4) of Section Twenty Seven (27), Township One (1) North, Range Eleven (11) West of the LM.; THENCE South a distance of 2,100 feet; THENCE East a distance of 830 feet; THENCE North a distance of 2,100 feet; THENCE West a distance of 830 feet to a point of beginning.

Parcel "5"

Vacant Land approx. 160 AC

A part of the Northeast Quarter (NE/4) of Section Thirty-Four (34), Township One (I) North, Range Eleven (11) West of the Indian Meridian., Comanche County, Oklahoma, more particularly described as follows: Beginning at the Northeast Comer of the Northeast Quarter of said Se<:lion; Thence West along the North Section Line a distance of 900 feet; Thence South parallel with the East Section Line of said Section a distance of 1210.00 feel; Thence Bast and parallel with the North line of said Section a distance of 900.00 feet to a point on the East Section Line of said Section; Thence North along the Bast Section Line of said Section a distance of 1210.00 feel to the Point of Beginning, combining 25.00 acres more or less.

The balance of Northeast Quarter of Section Thirty-Four (34), Township One (I) North, Range Eleven (11) West of the Indian Meridian. Comanche County, Oklahoma.

Tax ID: 01N11W-34-1-99974-001-0000

Property Address: 4133 SE TINNEY RD

Lawton, OK 73501

EXHIBIT B

OAG 2024-2 —	- NON-EXEMPT BUSINESS/TRU	JST	
AFFIDAVIT OF	LAND OWNERSHIP: NON-EXE	EMPT BUSINESS OR TRU	JST
STATE OF) 、	
COUNTY OF _) ss.)	
TO: THE ATTO	RNEY GENERAL OF THE STAT	E OF OKLAHOMA	
Before	me,	the	undersigned
(list legal name a	and any aliases) (the "Affiant"), wh	o, having been first duly sw	vorn, deposes and states:
I am eighteen (18 2.	8) years of age or older and have pe	ersonal knowledge of the sta	atements made herein.
I am a/an			_(role, such as titled officer
am duly authorizidentified in the consequences of 3.	tious names, of business, trust, or ced to record this Affidavit on behal Deed to which this Affidavit is attany false statements in this Affidav	f of the Entity, which is tak tached (the "Property"), and vit.	ing title to the real property d to bind the Entity for the
This Affidavit is follows:	executed in accordance with and	pursuant to 60 O.S. § 121	, which provides in part as
No alien or any pastate either direct she shall have and of the United Stanation with the U of this title or the not apply to a bulaw.	person who is not a citizen of the ally or indirectly through a business of enjoy in this state such rights as to ates under the laws of the nation to united States, except as the same must constitution of this state. Provide siness entity that is engaged in reg	entity or trust, except as her o personal property as are, on o which such alien belongs ay be affected by the provise ed, however, the requirement ulated interstate commerce	reinafter provided, but he or r shall be accorded a citizen s, or by the treaties of such sions of Section 121 et seq. ents of this subsection shall in accordance with federal
	red title to the Property in complications as used in the sale or transfer of the		

If the Entity is a trust, its grantee(s), trustees and all direct and contingent beneficiaries are United States citizens or bona fide residents of the State of Oklahoma. If the Entity is a business, its direct and indirect owner(s) is/are United States citizens(s) or bona fide residents of the State of Oklahoma.

I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

AFFIANT, individually and as authorized agent of the Entity Date	ų į
The foregoing instrument was subscribed and sworn to before me this day of 20 , by	
My Commission Expires:	
NOTARY PUBLIC	
My Commission Number:	

Prepared By	
Michael McKleroy	1
Hinshaw & Culbertson LLP	
1717 Main Street, Suite 3625	
Dallas, TX 75201	
After Recording Return To	
& Future Tax Bills to:	
en	1
<u> </u>	Space Above This Line for Recorder's Us

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made as of, ________, 2025 and effective this ______ day of ________, 2025, by CPT OPERATING PARTNERSHIP L.P., a Delaware limited partnership ("Grantor"), having an mailing address of 4955 Technology Way, Boca Raton, Florida 33431, Attention Daniel E. Rebeor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto STATE OF OKLAHOMA, a body politic ("Grantee") whose address is ________, the following described real property and premises, situated in Comanche County, State of Oklahoma, to wit:

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, their administrators, successors and assigns forever. AND THE SAID GRANTOR does for themselves and their respective administrators, successors and assigns, hereby covenant with the said Grantee, their administrators, successors and assigns, that the granted premises are free from all encumbrances made by the Grantor, and that they warrant and will defend the same to the grantee and their assigns, and successors, forever, against the lawful claims and demands of all persons claiming by, through, or under the Grantor, but against none other.

TOGETHER WITH all the improvements thereon and the appurtenances thereunto belonging (the "Property") subject to the following exceptions: (i)Taxes for the year 2025 and subsequent years, not yet due and payable; (ii) such matters as a complete and accurate survey would disclose; (iii)restrictions, reservations, easements, covenants and limitations of record which remain valid and enforceable; and validly enforceable zoning and/or other use restrictions imposed by applicable governmental authorities.

The affidavit required by 60 O.S. § 121 is attached hereto as Exhibit B. [SIGNATURE APPEARS ON THE FOLLOWING PAGE.]

SIGNATURE PAGE

	CPT Operating Partnership L.P., a Delaware limited partnership
I	By: Name: Title:
ACKNO	<u>DWLEDGMENT</u>
STATE OF FLORIDA } COUNTY OF State of the st	
presence or \square online notarization, this $_$ day of the $_$ of CPT O	ras acknowledged before me by means of □ physical of
GIVEN under my hand and official seal,	this day of, 2025.
Commission Expires:	Notary Signature
	Print Name:

EXHIBIT A

Parcel "1"

Prison approx. 160 AC

The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-Eight (28), Township one (1) North, Range Eleven (11) West, I. M. Comanche County, Oklahoma, according to the U. S. Government Survey thereof

Tax ID: 01N11W-28-4-29974-284-0001

Property Address: 8607 SE FLOWERMOUND RD

Lawton, OK 73501

EXHIBIT B

OAG 2024-2 — N	ON-EXEMPT BUSINESS/TRU	JST	
AFFIDAVIT OF L	AND OWNERSHIP: NON-EXI	EMPT BUSINESS OR TRU	JST
STATE OF) 、	
COUNTY OF) ss.)	
TO: THE ATTORN	NEY GENERAL OF THE STAT	ΓΕ OF OKLAHOMA	
Before	me,	the	undersigned
(list legal name and	any aliases) (the "Affiant"), wh	oo, having been first duly sv	vorn, deposes and states:
	years of age or older and have po	ersonal knowledge of the sta	atements made herein.
2. I am a/an			(role, such as titled officer
or trustee) of			
consequences of any 3. This Affidavit is expected follows: No alien or any perstate either directly she shall have and expected for the United States and the United States are the Country of this title or the Country to a busing law.	red to which this Affidavit is at any false statements in this Affidavit secuted in accordance with and asson who is not a citizen of the cor indirectly through a business injoy in this state such rights as to sunder the laws of the nation the states, except as the same in constitution of this state. Provides entity that is engaged in regular.	united States shall acquire entity or trust, except as her personal property as are, or owhich such alien belongs any be affected by the provided, however, the requirement	title to or own land in this reinafter provided, but he or r shall be accorded a citizen s, or by the treaties of such sions of Section 121 et sequents of this subsection shall
	I title to the Property in complused in the sale or transfer of the		
If the Entity is a tru citizens or bona fide	st, its grantee(s), trustees and a e residents of the State of Oklah ed States citizens(s) or bona fide	noma. If the Entity is a busi	ness, its direct and indirect

I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.	
AFFIANT, individually and as authorized agent of the Entity Date	
The foregoing instrument was subscribed and sworn to before me this day of	
My Commission Expires:	
NOTARY PUBLIC	
My Commission Number:	

EXHIBIT D

FORM OF BILL OF SALE

BILL OF SALE

THE STATE OF	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF		

THAT The GEO Group, Inc., a corporation Florida ("<u>Seller</u>"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Seller in hand paid by State of Oklahoma, a body politic ("<u>Purchaser</u>"), the receipt of which is hereby acknowledged, has Sold, Delivered and Assigned, and by these presents does Sell, Deliver and Assign, unto Purchaser all of its right, title and interest in and to the following described property, to-wit:

All tangible personal property owned by Seller and located on, used in connection with the management, operation, or repair of the Real Property (as defined in the Agreement) or attached to the real property ("Personal Property"), which personal property excludes the personal property listed on Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Personal Property unto Purchaser and Purchaser's successors and assigns forever.

PURCHASER ACKNOWLEDGES AND AGREES THAT THE PERSONAL PROPERTY IS CONVEYED "AS IS, WHERE IS" AND IN ITS PRESENT CONDITION WITH ALL FAULTS, AND THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PERSONAL PROPERTY, THE INCOME TO BE DERIVED THEREFROM, OR THE QUALITY, ENFORCEABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PERSONAL PROPERTY, except for a Warranty of Title and those representations and warranties made by Grantor to Grantee in that certain Purchase and Sale Agreement dated ***Purchase Agreement Month Executed***, ***Purchase Agreement Year Executed*** (the "Agreement").

Notwithstanding the foregoing to the contrary, Seller warrants that as of the execution date of this Bill of Sale, it is the owner of the Personal Property, that the Personal Property is free from all liens and encumbrances, and that Seller has the right to transfer title and deliver possession of the Personal Property to the Purchaser.

EXECUTED this	day of	, 2025.
		SELLER:
		The GEO Group, Inc., a Florida corporation
		Ву:
		Name:
		Title:

EXHIBIT A
EXCLUDED PERSONAL PROPERTY

Record Type	Manufacturer	Model	Weapon Type	Weapon Caliber	Weapon Owner	Weapon Start Date
			Semi-			
0	Olask	47	auto	OD 4D 4	GEO	0/44/0040
Guns	Glock	17	Handgun Semi-	9MM	Group	8/11/2010
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-	l)		
•	0	47	auto	OR AR A	GEO	0/44/0040
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi- auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
Gario	GIOGR		Semi-	Olville.	Oloup	0.11,2010
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi- auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
Ourio	GIOCK	17	Semi-	SIVIIVI	Gloup	0/11/2010
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-		72.	
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-		000	
Guns	Glock	17	auto Handgun	9MM	GEO Group	8/11/2010
Gulis	GIOCK	17	Semi-	SIVIIVI	Gloup	0/11/2010
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010
			Semi-		050	
Guno	Glock	17	auto	ONANA	GEO	0/44/0040
Guns	Glock	17	Handgun Semi-	9MM	Group	8/11/2010
			auto		GEO	
Guns	Glock	17	Handgun	9MM	Group	8/11/2010

Guns Glo Guns Glo Guns Glo Guns Glo Guns Glo Guns Glo	ck ck ck	17 17 17 17	Handgun Semi- auto Handgun	9MM 9MM 9MM	GEO Group GEO Group GEO Group	8/11/2010 8/11/2010 8/11/2010 8/11/2010
Guns Glo	ck ck	17	auto Handgun Semi- auto Handgun Semi- auto Handgun Semi- auto Handgun Handgun	9MM	GEO Group GEO Group	8/11/2010
Guns Gloo Guns Gloo	ck ck	17	Handgun Semi- auto Handgun Semi- auto Handgun Semi- auto Handgun Handgun	9MM	GEO Group GEO Group	8/11/2010
Guns Gloo Guns Gloo	ck ck	17	Semi- auto Handgun Semi- auto Handgun Semi- auto Handgun	9MM	GEO Group GEO Group	8/11/2010
Guns Glod	ck	17	auto Handgun Semi- auto Handgun Semi- auto Handgun Handgun		GEO Group	
Guns Glod	ck	17	Handgun Semi- auto Handgun Semi- auto Handgun		GEO Group	
Guns Glod	ck		Semi- auto Handgun Semi- auto Handgun	9MM	GEO Group	
Guns Gloo	ck		Handgun Semi- auto Handgun	9MM	Group	8/11/2010
Guns Gloo	ck		Semi- auto Handgun	9MM		8/11/2010
		17	auto Handgun		GEO	
		17	Handgun		(4H()	
		17		9MM	1	8/11/2010
Guns Gloo	ck			SIVIIVI	Group	0/11/2010
Guns Gloo	ck		auto		GEO	
		17	Handgun	9MM	Group	8/11/2010
			Semi-		,	
			auto		GEO	
Guns Gloo	ck ·	17	Handgun	9MM	Group	8/11/2010
			Semi-			
0		4-7	auto	Chaha	GEO	0/44/0040
Guns Gloo	CK	17	Handgun Semi-	9MM	Group	8/11/2010
	1		auto		GEO	
Guns Gloo	ck .	17	Handgun	9MM	Group	8/11/2010
0.00			Semi-	Olvilli.	Огоцр	6,11,2010
			auto		GEO	
Guns Gloo	ck f	17	Handgun	9MM	Group	8/11/2010
			Semi-			
0		4-7	auto	0.0.0.0	GEO	
Guns Gloo	ck	17	Handgun	9MM	Group	8/11/2010
	1		Semi- auto		GEO	
Guns Gloo	.k .	17	Handgun	9ММ	Group	8/11/2010
Guno Gioc		1	Semi-	JIVIIVI	Group	0/11/2010
			auto		GEO	
Guns Gloo	ck 1	17	Handgun	9MM	Group	8/11/2010
			Semi-			
			auto		GEO	
Guns Gloo	:k 1	17	Handgun	9MM	Group	8/11/2010
			Semi-		050	
Guns Gloo	,, l	17	auto Handgun	9MM	GEO	9/11/2010
Guila Gloc		18'		SIVIIVI	Group	8/11/2010
Guns Rem		Barrel	Shotgun- Pump	12 Gauge	GEO	1/21/2009
Curio INCIII		18'		12 Gauge	Group	1/31/2008
Guns Rem		Barrel	Shotgun- Pump	12 Gauge	GEO	1/21/2009
Curio INCIII		8'		12 Gauge	Group	1/31/2008
Guns Rem		Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008

Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	18 ' Barrel	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	1/31/2008
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Remington	870 Semi Automatic	Shotgun- Pump	12 Gauge	GEO Group	7/22/2013
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008

Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008
Guns	Smith & Wesson	686 4' Barrel 7	Handgun- Revolver	0.357	GEO Group	1/31/2008

Record Type	Year	Chassis Make	Chassis Model	VIN	Registered Tag#	Registered State
Vehicle	2019	FORD	F-150	1FTEX1CB4KKD34723	LJD526	OK
Vehicle	2023	FORD	F-150	1FTEW1EP3PKF46256	15DNWL	FL
Vehicle	2023	FORD	F-150	1FTEW1EP4PKG10109	14DNWL	FL
Vehicle	2023	FORD	F-150	1FTEX1CP9PKF95364	48DWEA	FL
Vehicle	2019	FORD	EXPLORER	1FM5K8AR9KGB44454	IFW885	OK
Vehicle	2014	FORD	E-250	1FTNS2EL1EDA86482	UB66342	VA
Vehicle	2017	FORD	TRANSIT 150	1FMZK1YM5HKA44697	TZR1589	VA
Vehicle	2019	FORD	TRANSIT 150	1FMZK1ZM9KKA40366	36829V	OK
Vehicle	2019	FORD	TRANSIT 150	1FMZK1ZM0KKA40367	36830V	OK
Vehicle	2019	FORD	TRANSIT 150	1FMZK1ZM4KKA40369	36832V	OK
Vehicle	2019	FORD	TRANSIT 350	1FDZX2CM5KKA67905	58482V	OK
Vehicle	2020	FORD	TRANSIT 150	1FMZK1Y86LKB52645	LFJ078	OK
Vehicle	2020	FORD	TRANSIT 150	1FMZK1Y81LKB52648	LFX889	OK
Vehicle	2023	FORD	TRANSIT 350	1FDAX2C81PKB43367	KQ171Q	FL

Ammunition	9 mm duty ammo	2000 rounds
Ammunition	9 mm training ammo	3900 rounds
Ammunition	Slugs duty ammo	250 rounds
Ammunition	Slugs training ammo	450 rounds
Ammunition	00 buckshot duty ammo	250 rounds

Ammunition 00 buckshot training ammo 500 rounds

BILL OF SALE

THE STATE OF	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF	8	

THAT CPT Operating Partnership L.P., a Delaware limited partnership ("<u>Seller</u>"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Seller in hand paid by State of Oklahoma, a body politic ("<u>Purchaser</u>"), the receipt of which is hereby acknowledged, has Sold, Delivered and Assigned, and by these presents does Sell, Deliver and Assign, unto Purchaser all of its right, title and interest in and to the following described property, to-wit:

All tangible personal property owned by Seller and located on, used in connection with the management, operation, or repair of the Real Property (as defined in the Agreement) or attached to the real property ("Personal Property"), which personal property excludes the personal property listed on Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Personal Property unto Purchaser and Purchaser's successors and assigns forever.

PURCHASER ACKNOWLEDGES AND AGREES THAT THE PERSONAL PROPERTY IS CONVEYED "AS IS, WHERE IS" AND IN ITS PRESENT CONDITION WITH ALL FAULTS, AND THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PERSONAL PROPERTY, THE INCOME TO BE DERIVED THEREFROM, OR THE QUALITY, ENFORCEABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PERSONAL PROPERTY, except for a Warranty of Title and those representations and warranties made by Grantor to Grantee in that certain Purchase and Sale Agreement dated June 3, 2025 (the "Agreement").

Notwithstanding the foregoing to the contrary, Seller warrants that as of the execution date of this Bill of Sale, it is the owner of the Personal Property, that the Personal Property is free from all liens and encumbrances, and that Seller has the right to transfer title and deliver possession of the Personal Property to the Purchaser.

EXECUTED this	day of	, 2025.
		SELLER:
		CPT Operating Partnership L.P., a Delaware limited partnership
		By: Name: Title:

EXHIBIT A EXCLUDED PERSONAL PROPERTY

NONE

EXHIBIT E

FORM OF GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THE STATE OF

THE STATE OF	8		
	§		
COUNTY OF	§		
THIS GENER	RAL ASSIGNMENT AI	ND ASSUMPTION AGREEM	ENT (this "Assignment"),
made effective as of th	ne day of	, 2025, by and between CPT	Operating Partnership L.P.,
a Delaware limited par	rtnership ("Assignor") an	d State of Oklahoma, a body po	litic (hereinafter referred to
as the "Assignee");			

RECITALS:

Assignor has this day conveyed the real property (and improvements thereon) described on Exhibit A attached hereto and made a part hereof (such real property and improvements being hereinafter called the "Premises") to Assignee. Assignor desires to convey all of its right, title and interest in and to the incidental rights and appurtenances relating to the Premises as more fully described below.

AGREEMENTS:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET-OVER and DELIVER unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the following (collectively, the "Assigned Property"):

- 1. All permits, licenses, certificates of occupancy, warranties, telephone exchange numbers, architectural or engineering plans and specifications and governmental approvals which relate to the Premises, the improvements or the personal property located thereon or related thereto; and
- 2. The service, maintenance, supply, operating contracts or other agreements more particularly described on <u>Exhibit B</u> attached hereto and made a part hereof (the "Contracts").

TO HAVE AND TO HOLD the above rights and interests unto Assignee, its successors and assigns, forever and Assignor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular the rights of Assignor under the above described interests unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof by, through or under Assignor, but not otherwise.

Assignee hereby accepts the foregoing assignment of the Contracts and hereby assumes all duties and obligations of Assignor thereunder, to the extent such duties and obligations arise or accrue from and after the date of this Assignment.

ASSIGNEE ACKNOWLEDGES AND AGREES THAT THE ASSIGNED PROPERTY IS CONVEYED "AS IS, WHERE IS" AND IN ITS PRESENT CONDITION WITH ALL FAULTS, AND THAT ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR

IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE ASSIGNED PROPERTY, THE INCOME TO BE DERIVED THEREFROM, OR THE QUALITY, ENFORCEABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INTANGIBLE PROPERTY.

This Assignment may be executed in one or more counterparts (by facsimile or otherwise), each such counterpart being an original hereof and all such counterparts taken together constituting but one and the same instrument and agreement.

All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

ASSIGNOR:

CPT Operating Partnership L.P., a Delaware limited partnership

By:
Name:
Title:
ASSIGNEE:
State of Oklahoma, a body politic
By:
Name:
Title

EXHIBIT A

LEGAL DESCRIPTION

Parcel "1"

Prison approx. 160 AC

The Southeast Quarter (SE ½) of Section Twenty-Eight (28), Township one (1) North, Range Eleven (11) West, I. M. Comanche County, Oklahoma, according to the U. S. Government Survey thereof

Tax ID: 01N11W-28-4-29974-284-0001

Property Address: 8607 SE FLOWERMOUND RD

Lawton, OK 73501

EXHIBIT B

LIST OF CONTRACTS

Vendor	Service Provided	Date of Agreement	Date of Expiration
Comanche County Memorial Hospital	Hospital	09/10/21	Revolving
Lindsay Municipal Hospital - LMH	Hospital/Acute Care	05/19/23	Revolving
OU Medicine, INC	Hospital/Acute Care	12/01/19	Revolving
Saint Francis Hospital INC	Hospital/Acute Care		
Dr. Michael G. McCauley	Dermatology	09/01/21	Revolving
Kirk EMS	EMS	10/01/21	Revolving
Memorial Medical Grroup	Gerontology Infectious Disease Internal Medicine	09/10/21	Revolving
Nabilla El Zind, MD, PC	Neurology	09/10/21	Revolving
Nemri Medical Services	Multi-Specialty	09/10/21	Revolving
OU Health Partners	Hospitalists	10/01/21	
Sullivan Smith & Tiwana Oral Rate Agreement	Oral Surgery	09/10/21	Revolving
Victor D Long CRNA MS INC	Nurse Anesthetist	09/10/21	Revolving
Rheumatic Diseases Clinic of Oklahoma	Rheumatology	03/01/23	Revolving
American Ear Hearing	Audiology Hearing Aid	06/24/24	Revolving
CCHA Heart & Vascular Center	Cardiology Vascular	10/23/24	Revolving
Elite Hospital and Partners of Oklahoma	Emergency Medicine	11/25/24	Revolving
Survival Flights	Air Transportation	02/20/25	SCA
Correct Rx Pharmacy	Pharmacy Services	08/17/12	Revolving
Laboratory Corporation of America	Laboratory Diagnostics	06/27/03	Revolving
Compumed, Inc.	Electrocardiogram machines and ECG interpretation	02/13/18	Revolving
National Mobile X-Ray	Radiology Services	05/16/23	Revolving
Correctional Cable	Inmate TV	05/01/15	60 day notice

FIRST AMENDMENT TO THE FY 2025 CORRECTIONAL SERVICES CONTRACT

THIS FIRST AMENDMENT TO THE FY 2025 CORRECTIONAL SERVICES CONTRACT ("First Amendment") is made as of this ____ day of June 2025 between the OKLAHOMA DEPARTMENT OF CORRECTIONS (the "State") and THE GEO GROUP, INC. (the "Contractor").

WHEREAS, the State and Contractor entered into that certain FY 2025 Correctional Services Contract dated July 1, 2025 (the "Contract"); and

WHEREAS, both the State and Contractor (collectively, "the Parties"), desire to amend the Contract to reflect new agreed upon terms.

NOW, THEREFORE, it is agreed by the Parties, in furtherance of their discussions, requests and intentions, to further amend the Contract to reflect the following:

- 1. Paragraph 2.4 of the Contract entitled "Termination of Contract" shall be deleted and replaced with
 - A. The Contract will terminate on July 25, 2025.
 - B. Upon termination of this Agreement, neither party shall have any right to any general, special, incidental or any other damages whatsoever of any description or amount."
- 2. All other terms and conditions of the Contract, unless modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set forth their signatures in agreement and acknowledgment of the modified terms.

State of Oklahoma	The GEO Group, Inc.	
Steven Harpe, Director	Amber Martin, Executive Vice President,	
Department of Corrections	Contract Administration	
Approved as to Form:		
Kari Hawkins, General Counsel Department of Corrections		
,	contract for compliance with the provisions of applicable ner applicable statutes, and the contract conforms with those	
Approved	Approved	
Jon Dutton, Assistant Attorney General	Rick Rose, Director	
Oklahoma Attorney General's Office	Office of Management and Enterprise	

Services, State of Oklahoma

REBULITIUM Oklahoma Board of Corrections

WHEREAS, July 20-26, 2025, is the American Probation and Parole Association's Pretrial, Probation and Parole Week honoring the men and women who serve as probation officers, assistant probation officers, corrections program workers, and support staff at all levels within Community Corrections; and

WHEREAS, The national mission of probation and parole is to protect the community and enhance public safety by reducing the incidence and impact of crime by clients who are supervised by community corrections agencies, and

WHEREAS, the Oklahoma Department of Corrections is fortunate to have 364 dedicated and committed staff members within Probation & Parole, who carry out the agency's mission in a professional manner; and

WHEREAS, the Oklahoma Department of Corrections is fortunate to have a dedicated and committed staff of 364, who carry out the agency's mission in a professional manner; and

BE IT THEREFORE RESOLVED, that the Oklahoma Board of Corrections hereby acknowledges the outstanding service of all Probation and Parole Officers to the Oklahoma Department of Corrections and the state of Oklahoma and declares July 20 - July 26, 2025, as Probation and Parole Supervision Week.

ADOPTED this twenty-fifth day of June, 2025.

Stephan Moore Chairman Steven Harpe Director

We Change Lives!

