
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 17, 2019

CACI International Inc

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-31400

(Commission File Number)

54-1345888
(IRS Employer
Identification No.)

1100 N. Glebe Road
Arlington, Virginia
(Address of Principal Executive Offices)

22201
(Zip Code)

Registrant's Telephone Number, Including Area Code: (703) 841-7800

Not Applicable

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

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

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

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

On January 17, 2019, CACI International Inc (the “Company”) entered into an Incremental Facility Amendment (the “Incremental Facility”) by and among the Company, certain subsidiaries of the Company, the lenders named therein and Bank of America, N.A., as administrative agent, pursuant to the accordion feature available under the Company’s Credit Agreement, dated October 21, 2010, by and among the Company, certain subsidiaries of the Company, the lenders named therein and Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer (as amended, restated and modified from time to time prior to the date hereof, the “Credit Agreement”).

The Incremental Facility increases the aggregate commitments under the Company’s revolving credit facility by \$400.0 million. All other terms and provisions of the Credit Agreement remain the same and are in full force and effect.

The foregoing description of the Incremental Facility does not purport to be complete and is qualified in its entirety by the complete text of the Incremental Facility which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

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

The information included in Item 1.01 of this Current Report on Form 8-K is also incorporated by reference into this Item 2.03 of this Current Report on Form 8-K.

Item 9.01 Financial Statement and Exhibits.

Exhibit Number	Description
10.1	<u>Incremental Facility Amendment dated January 17, 2019, to the Credit Agreement, dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks.</u>

SIGNATURES

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

CACI International Inc

Date: January 23, 2019

By: /s/ J. William Koegel, Jr.

J. William Koegel, Jr.

Executive Vice President, General Counsel and Secretary

EXHIBIT INDEX

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INCREMENTAL FACILITY AMENDMENT

Dated as of January 17, 2019

among

CACI INTERNATIONAL INC,
as the Borrower,

THE SUBSIDIARIES OF THE BORROWER IDENTIFIED HEREIN,
as the Guarantors,

BANK OF AMERICA, N.A.,
as Administrative Agent, Swing Line Lender and L/C Issuer,

and

The Incremental Revolving Lenders Party Hereto

JPMORGAN CHASE BANK, N.A., PNC CAPITAL MARKETS, LLC,
ROYAL BANK OF CANADA, SUNTRUST ROBINSON HUMPHREY, INC.,
WELLS FARGO SECURITIES, LLC, MUFG BANK, LTD.,
FIFTH THIRD BANK, and CAPITAL ONE, N.A.,
as Co-Syndication Agents

Arranged By:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
JPMORGAN CHASE BANK, N.A., PNC CAPITAL MARKETS, LLC,
ROYAL BANK OF CANADA, SUNTRUST ROBINSON HUMPHREY, INC.,
WELLS FARGO SECURITIES, LLC, MUFG BANK, LTD.,
FIFTH THIRD BANK, and CAPITAL ONE, N.A.,
as Joint Lead Arrangers and Joint Bookrunners

INCR E MENTAL FACILITY AMENDMENT

THIS INCREMENTAL FACILITY AMENDMENT (this “ Amendment ”) dated as of January 17, 2019 to the Credit Agreement referenced below is by and among CACI International Inc, a Delaware corporation (the “ Borrower ”), the Guarantors identified on the signature pages hereto, the Lenders identified as “Incremental Revolving Lenders” on the signature pages hereto (the “ Incremental Revolving Lenders ”), and Bank of America, N.A., in its capacity as Administrative Agent (in such capacity, the “ Administrative Agent ”), Swing Line Lender and L/C Issuer.

W I T N E S S E T H

WHEREAS, revolving credit and term loan facilities have been extended to the Borrower pursuant to the Credit Agreement dated as of October 21, 2010 among the Borrower, the Guarantors identified therein, the Lenders identified therein and the Administrative Agent (as amended, modified, supplemented, increased and extended from time to time, the “ Credit Agreement ”);

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Borrower may request Incremental Revolving Increases by entering into one or more Incremental Facility Amendments with the other Loan Parties, the Administrative Agent and each Person (including any existing Lender) that agrees to provide a portion of the applicable Incremental Revolving Increase; and

WHEREAS, the Borrower has requested an Incremental Revolving Increase, and the Incremental Revolving Lenders have agreed to provide such Incremental Revolving Increase on the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms . Capitalized terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Credit Agreement (as amended hereby).

2. Incremental Revolving Increase .

Each Incremental Revolving Lender agrees to provide incremental Revolving Commitments (with respect to each Incremental Revolving Lender, its “ Incremental Revolving Commitment ” and, collectively, the “ Incremental Revolving Commitments ”) in an amount equal to the amount set forth opposite the name of such Incremental Revolving Lender on Schedule A attached hereto. Each Incremental Revolving Lender hereby agrees that its Revolving Commitment, after giving effect to the Incremental Revolving Commitments, is as set forth on Schedule B attached hereto. On the date hereof, the risk participations of each Revolving Lender (including Incremental Revolving Lenders) in any outstanding L/C Obligations and in any outstanding Swing Line Loans shall be reallocated among the Revolving Lenders (including the Incremental Revolving Lenders) based on such Revolving Lender’s adjusted Applicable Percentage.

3. Conditions Precedent . This Amendment shall become effective as of the date hereof upon satisfaction of the following conditions precedent:

(a) Receipt by the Administrative Agent of counterparts of this Amendment duly executed by the Loan Parties and the Incremental Revolving Lenders.

(b) Receipt by the Administrative Agent of customary opinions of legal counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, dated as of the date hereof .

(c) Receipt by the Administrative Agent of a certificate of each Loan Party, dated as of the date hereof and signed by a Responsible Officer of such Loan Party, (i) attaching copies of the Organization Documents of such Loan Party certified to be true and complete as of a recent date by the appropriate Governmental Authority of the state or other jurisdiction of its incorporation or organization, where applicable, and certified by a secretary or assistant secretary of such Loan Party to be true and correct as of the date of this Amendment (or certifying that the Organization Documents of such Loan Party delivered on the Closing Date (or most recently delivered since the Closing Date, as the case may be) have not been amended, supplemented or otherwise modified since the Closing Date (or such later date, as applicable) and remain in full force and effect as of the date of this Amendment in the form so delivered), (ii) certifying and attaching resolutions adopted by the board of directors or equivalent governing body of such Loan Party approving such Incremental Revolving Increase (or certifying that the resolutions of such Loan Party delivered on the Closing Date (or most recently delivered since the Closing Date, as the case may be) have not been amended, supplemented or otherwise modified since the Closing Date (or such later date, as applicable) and remain in full force and effect as of the date of this Amendment in the form so delivered), (iii) evidencing the identity, authority and capacity of each Responsible Officer of such Loan Party authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such Loan Party is a party (or certifying that the documentation providing such evidence with respect to each Responsible Officer of such Loan Party delivered on the Closing Date (or most recently delivered since the Closing Date, as the case may be) remains true and correct in all respects as of the date of this Amendment in the form so delivered) and (iv) in the case of the Borrower, certifying that, immediately before and immediately after giving effect to such Incremental Revolving Increase, (x) the representations and warranties of each Loan Party contained in Article VI of the Credit Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the date of such Incremental Revolving Increase, except to the extent that (A) such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date and (B) such representations and warranties are qualified as to materiality, in which case they shall be true and correct in all respects as of such date (or such earlier date), and (y) no Default exists.

(d) Receipt by the Administrative Agent of any fees required to be paid on or before the date hereof, including, for the account of each Incremental Revolving Lender, an upfront fee for such Incremental Revolving Lender in an amount equal to 0.20% of the aggregate amount of such Incremental Revolving Lender's Incremental Revolving Commitment.

(e) At least five days prior to the date hereof, if the Borrower qualifies as a "legal entity customer" under 31 C.F.R. § 1010.230 (the "Beneficial Ownership Regulation"), receipt by the Administrative Agent, and by each Incremental Revolving Lender that so requests, a certification regarding beneficial ownership required by the Beneficial Ownership Regulation (each such certification, a "Beneficial Ownership Certification") in relation to the Borrower.

Without limiting the generality of the provisions of the last paragraph of Section 10.03 of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 3, each Incremental Revolving Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to such Incremental Revolving Lender unless the

Administrative Agent shall have received notice from such Incremental Revolving Lender prior to the date hereof specifying its objection thereto .

4. Amendment is a Loan Document. This Amendment is a Loan Document and all references to a “Loan Document” in the Credit Agreement and the other Loan Documents (including, without limitation, all such references in the representations and warranties in the Credit Agreement and the other Loan Documents) shall be deemed to include this Amendment.

5. Representations and Warranties. Each Loan Party represents and warrants to the Administrative Agent and each Lender that, immediately before and immediately after giving effect to such Incremental Revolving Increase, (a) the representations and warranties of each Loan Party contained in Article VI of the Credit Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, are true and correct in all material respects on and as of the date hereof, except to the extent that (i) such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date and (ii) such representations and warranties are qualified as to materiality, in which case they are true and correct in all respects as of such date (or such earlier date), (b) no Default exists, (c) for purposes of determining withholding Taxes imposed under FATCA, from and after the date hereof, the Borrower and the Administrative Agent shall treat (and the Incremental Revolving Lenders hereby authorize the Administrative Agent to treat) the Obligations as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i), and (d) as of the date hereof, the information included in any Beneficial Ownership Certification provided pursuant to Section 3 above, if applicable, is true and correct in all respects.

6. Eligible Assignee. By its execution of this Amendment, each Incremental Revolving Lender represents and warrants that it is an Eligible Assignee.

7. Reaffirmation of Obligations. Each Loan Party (a) acknowledges and consents to all of the terms and conditions of this Amendment and the incurrence of Indebtedness and other transactions contemplated hereby, (b) affirms all of its obligations under the Credit Agreement (as amended hereby) and the other Loan Documents and (c) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge such Loan Party’s obligations under the Loan Documents.

8. Reaffirmation of Security Interests. Each Loan Party (a) agrees that, notwithstanding the effectiveness of this Amendment, the Security Agreement and each of the other Collateral Documents continue to be in full force and effect and are not impaired or adversely affected in any manner whatsoever, (b) confirms its guaranty of the Obligations and its grant of a security interest pursuant to the Collateral Documents in its assets that constitute Collateral as collateral therefor, all as provided in the Loan Documents as originally executed and (c) acknowledges that such guaranty and grant continues in full force and effect in respect of, and to secure, the Obligations under the Credit Agreement and the other Loan Documents.

9. No Other Changes. Except as modified hereby, all of the terms and provisions of the Loan Documents shall remain in full force and effect.

10. Counterparts; Delivery. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of this Amendment by facsimile or other electronic imaging means shall be effective as an original.

11 . Governing Law. This Amendment shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF , the parties hereto have caused this Incremental Facility Amendment to be duly executed as of the date first above written.

BORROWER: CACI INTERNATIONAL INC, a Delaware corporation

By: /s/ Thomas A. Mutryn

Name: **Thomas A. Mutryn**

Title: **Executive Vice President, Chief Financial Officer and Treasurer**

GUARANTORS: CACI PRODUCTS COMPANY, a Delaware corporation
CACI PRODUCTS COMPANY CALIFORNIA, a California corporation
CACI, INC. - FEDERAL, a Delaware corporation
CACI, LLC - COMMERCIAL, a Delaware limited liability company
CACI TECHNOLOGIES, LLC, a Virginia limited liability company
CACI DYNAMIC SYSTEMS, LLC, a Virginia limited liability company
CACI PREMIER TECHNOLOGY, LLC, a Delaware limited liability company
CACI-CMS INFORMATION SYSTEMS, LLC,
a Virginia limited liability company
CACI ENTERPRISE SOLUTIONS, LLC, a Delaware limited liability company
R.M. VREDENBURG, LLC, a Virginia limited liability company
CACI-WGI, LLC, a Delaware limited liability company
CACI SECURED TRANSFORMATIONS, LLC,
a Florida limited liability company
CACI-NSR, INC., a Delaware corporation
CACI TECHNOLOGY INSIGHTS, LLC, a Virginia limited liability company
CACI-ATHENA, LLC, a Delaware limited liability company
BUSINESS DEFENSE AND SECURITY CORPORATION,
a Virginia corporation
CACI-ISS, LLC, a Delaware limited liability company
APPLIED SYSTEMS RESEARCH, INC., a Virginia corporation
TECHNIGRAPHICS, LLC, an Ohio limited liability company
PANGIA TECHNOLOGIES, LLC, a Nevada limited liability company
DELTA SOLUTIONS AND TECHNOLOGIES, LLC,
a Virginia limited liability company
EMERGINT TECHNOLOGIES, LLC, a Georgia limited liability company
IDL SOLUTIONS, LLC, a Wisconsin limited liability company
Six3 Systems, LLC, a Delaware limited liability company
CACI Asia, LLC, a Delaware limited liability company
Six3 Enterprise Systems, LLC, a Maryland limited liability company
Six3 Advanced Systems, Inc., a Virginia corporation
Six3 Intelligence Solutions, LLC, a Virginia limited liability company
Ticom Geomatics, Inc., a Texas corporation
CACI DATA TACTICS CORPORATION, a Virginia corporation
CACI NSS, LLC, a Delaware limited liability company

By: /s/ Thomas A. Mutryn

Name: **Thomas A. Mutryn**

Title: **Executive Vice President, Chief Financial Officer and Treasurer**

LTC ENGINEERING ASSOCIATES, INC. , a Florida corporation

By: /s/ Thomas A. Mutryn

Name: **Thomas A. Mutryn**

Title: **Executive Vice President, Chief Financial Officer and Treasurer**

ADMINISTRATIVE AGENT: BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Gerund Diamond
Name: **Gerund Diamond**
Title: **Vice President**

INCREMENTAL REVOLVING
LENDERS: BANK OF AMERICA, N.A.

By: /s/ Larry Van Sant
Name: **Larry Van Sant**
Title: **Senior Vice President**

JPMORGAN CHASE BANK, N.A.

By: /s/ Anthony Galea
Name: **Anthony Galea**
Title: **Executive Director**

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Eric H. Williams
Name: **Eric H. Williams**
Title: **Vice President**

ROYAL BANK OF CANADA

By: /s/ Richard C. Smith
Name: **Richard C. Smith**
Title: **Authorized Signatory**

SUNTRUST BANK

By: /s/ Anika Kirs
Name: **Anika Kirs**
Title: **Vice President**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Mark B. Felker
Name: **Mark B. Felker**
Title: **Managing Director**

MUFG BANK, LTD.

By: /s/ George Stoecklein
Name: **George Stoecklein**
Title: **Managing Director**

FIFTH THIRD BANK

By: /s/ Will Batchelor
Name: **Will Batchelor**
Title: **Vice President**

CAPITAL ONE NATIONAL ASSOCIATION

By: /s/ Joseph C. Costa

Name: **Joseph C. Costa**

Title: **Senior Vice President**

Consented to:

SWING LINE LENDER AND
L/C ISSUER:

BANK OF AMERICA, N.A., as Swing Line Lender and L/C Issuer

By: /s/ Larry Van Sant

Name: **Larry Van Sant**

Title: **Senior Vice President**