

U.S. 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

May 17, 2011

(Date of Report-Date of earliest event reported)

CACI International Inc

(Exact name of registrant as specified in its Charter)

Delaware

*(State of other jurisdiction
of incorporation)*

001-31400

(Commission File Number)

54-1345899

(IRS Employer Identification Number)

**1100 N. Glebe Road
Arlington, Virginia 22201**

(Address of principal executive offices)(ZIP code)

(703) 841-7800

(Registrant's telephone number, including area code)

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.

- ☐ 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 240a.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240a.13e-4(c))
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ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On May 17, 2011, CACI International Inc and certain of its subsidiaries ("CACI") entered into an amendment (the "Amendment") to its Credit Agreement (the "Credit Agreement"), dated as of October 21, 2010, with the lenders

named therein and Bank of America, N.A., as administrative agent.

Under the Credit Agreement, CACI is subject to a minimum fixed charge coverage ratio covenant, tested on a quarterly basis. For purposes of that covenant, fixed charges include, among other things, restricted payments, other than certain specified restricted payments. The Amendment broadens the amounts of specified restricted payments that are excluded from the covenant. In particular, the Amendment permits CACI to exclude from the covenant up to \$175 million of restricted payments from the date of the Amendment until the end of 2011 and, thereafter, up to \$30 million of restricted payments in each 12-month period, with certain unused amounts rolling over to subsequent periods. All other terms of the Credit Agreement remain the same. For additional information regarding the Credit Agreement, please refer to CACI's current report on Form 8-K, filed October 27, 2010. The description in that report of the terms of the Credit Agreement is incorporated herein by reference.

This summary does not purport to be complete and is qualified in its entirety by the complete text of the Credit Agreement and the Amendment, which are filed as Exhibits 10.1 and 10.2 hereto and incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit Number	Description
10.1	The Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.1 to CACI's Form 8-K, filed October 27, 2010).
10.2 *	Amendment dated May 17, 2011 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks.

* filed herewith

SIGNATURE

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

CACI International Inc

Registrant

By: /s/ Arnold D. Morse

Arnold D. Morse
Senior Vice President,
Chief Legal Officer and Secretary

FIRST AMENDMENT

THIS FIRST AMENDMENT (this "Amendment") dated as of May 17, 2011 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 on the signature pages hereto and Bank of America, N.A., in its capacity as Administrative Agent (in such capacity, the "Administrative Agent").

WITNESSETH

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

WHEREAS, the Borrower has requested certain modifications to the Credit Agreement; and

WHEREAS, the Required Lenders have agreed to the requested modifications to the Credit Agreement 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.

2. Amendment. The definition of "Specified Restricted Payments" in Section 1.01 of the Credit Agreement is amended to read as follows:

" Specified Restricted Payments " means:

(a) Restricted Payments in an aggregate amount not to exceed \$30 million during the period from the Closing Date through March 31, 2011;

(b) Restricted Payments in an aggregate amount not to exceed \$175 million during the period from April 1, 2011 through December 31, 2011;

(c) Restricted Payments in an aggregate amount not to exceed \$30 million in the 12 month period commencing on January 1, 2012; and

(d) Restricted Payments in an aggregate amount not to exceed \$30 million in any 12 month period ending after December 31, 2012 plus up to \$20 million of the unused amount available for Specified Restricted Payments during the immediately preceding 12 month period (i) excluding any carry forward available from any prior 12 month period and (ii) assuming that such Restricted Payments in any 12 month period are made first with the applicable limitation for such 12 month period and then with the carry forward from the immediately preceding 12 month period).

3. Conditions Precedent. This Amendment shall become effective as of the date hereof upon receipt of counterparts of this Amendment executed by the Borrower, the Guarantors and the Required Lenders.

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; No Default. Each Loan Party represents and warrants to the Administrative Agent and each Lender that after giving effect to this Amendment, (a) the representations and warranties of each Loan Party contained in the Credit Agreement or any other Loan Document are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date, and (b) no Default exists.

6. Reaffirmation of Obligations. Each Loan Party (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Loan Documents and (c) agrees that this Amendment does not operate to reduce or discharge such Loan Party's obligations under the Loan Documents.

7. Reaffirmation of Security Interests. Each Loan Party (a) affirms that each of the Liens granted in or pursuant to the Loan Documents are valid and subsisting and (b) agrees that this Amendment does not in any manner impair or otherwise adversely effect any of the Liens granted in or pursuant to the Loan Documents.

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

9. 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.

10. 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 First 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, INC.-COMMERCIAL, a Delaware corporation

CACI TECHNOLOGIES, INC., a Virginia corporation

CACI DYNAMIC SYSTEMS, INC., a Virginia corporation

CACI PREMIER TECHNOLOGY, INC., a Delaware corporation

CACI MTL SYSTEMS, INC., a Delaware corporation

CACI SYSTEMS, INC., a Virginia corporation

CACI-CMS INFORMATION SYSTEMS, INC, a Virginia corporation

CACI ENTERPRISE SOLUTIONS, INC., a Delaware corporation

R.M. VREDENBURG & CO., a Virginia corporation

CACI-WGI, INC., a Delaware corporation

CACI SECURED TRANSFORMATIONS, INC., a Florida corporation

CACI-NSR, INC., a Delaware corporation

CACI TECHNOLOGY INSIGHTS, INC., a Virginia corporation

CACI-ATHENA, INC., a Delaware corporation

BUSINESS DEFENSE AND SECURITY CORPORATION, a Virginia corporation

CACI-ISS, INC., a Delaware corporation

SYSTEMWARE INCORPORATED, a California corporation

APPLIED SYSTEMS RESEARCH, INC., a Virginia corporation

TECHNIGRAPHICS, INC., an Ohio corporation

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial Officer and Treasurer

[SIGNATURE PAGES FOLLOW]

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

By: /s/ Roberto Salazar

Name: Roberto Salazar

Title: Vice President

[SIGNATURE PAGES FOLLOW]

LENDERS:

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

By: /s/ Michael J. Radcliffe

Name: Michael J. Radcliffe

Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Anthony Galea

Name: Anthony Galea

Title: Vice President

SUNTRUST BANK

By: /s/Tesha Winslow

Name: Tesha Winslow

Title: Vice President

CITIZENS BANK OF PENNSYLVANIA

By: /s/ Sandra BVW Braun

Name: Sandra BVW Braun

Title: Senior Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Scott Santa Cruz

Name: Scott Santa Cruz

Title: Managing Director

RBC BANK (USA)

By: /s/ Richard Marshall

Name: Richard Marshall

Title: Market Executive - National Division

BRANCH BANKING AND TRUST COMPANY

By: /s/James E. Davis

Name: James E. Davis

Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION

By: /s/ C K Talsania

Name: Crissola Kennedy Talsania

Title: Vice President

SUMITOMO MITSUI BANKING CORPORATION, NEW YORK

By:

Name:

Title:

MANUFACTURERS AND TRADERS TRUST COMPANY

By:

Name:
Title:
TD BANK, N.A.
By: /s/ Louise M. Wager

Name: Louise M. Wager
Title: Vice President
U.S. BANK NATIONAL ASSOCIATION
By: /s/ Christine L. Wagner

Name: Christine L. Wagner
Title: Senior Vice President
CAPITAL ONE, N.A.
By: /s/ Emily Lappé

Name: Emily Lappé
Title: Vice President
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
By: /s/ Shaheen Malik

Name: Shaheen Malik
Title: Vice President
THE NORTHERN TRUST COMPANY
By: /s/ Lisa McDermott

Name: Lisa McDermott
Title: Vice President
FIRST COMMONWEALTH BANK
By: /s/ Lawrence C. Deihle

Name: Lawrence C. Deihle
Title: Senior Vice President
TAIPEI FUBON COMMERCIAL BANK, CO., LTD.
By:

Name:
Title:
BANK LEUMI USA
By: /s/ Joung Hee Hong

Name: Joung Hee Hong
Title: First Vice President
THE BANK OF EAST ASIA, LIMITED, NEW YORK BRANCH
By:

Name:
Title:
CHANG HWA COMMERCIAL BANK, LTD., NEW YORK BRANCH
By:

Name:
Title:
ROYAL BANK OF CANADA
By: /s/ Richard Smith

Name: Richard Smith
Title: Authorized Signatory