

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

FORM 10-Q

(Mark One)
☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2021

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number 001-31400

CACI International Inc

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

54-1345888
(I.R.S. Employer
Identification No.)

12021 Sunset Hills Road, Reston, VA 20190
(Address of principal executive offices)

(703) 841-7800
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	CACI	New York Stock Exchange

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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. ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of April 14, 2021, there were 23,550,726 shares outstanding of CACI International Inc's common stock, par value \$0.10 per share.

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PART I
FINANCIAL INFORMATION

Item 1. Financial Statements

CACI INTERNATIONAL INC
CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)
(amounts in thousands, except per share data)

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2021	2020	2021	2020
Revenue	\$ 1,551,918	\$ 1,465,600	\$ 4,480,135	\$ 4,224,461
Operating costs and expenses:				
Costs of revenue	1,000,235	953,630	2,887,300	2,737,378
Indirect costs and selling expenses	369,015	371,135	1,071,826	1,081,175
Depreciation and amortization	31,230	27,159	93,608	81,888
Total operating costs and expenses	1,400,480	1,351,924	4,052,734	3,900,441
Income from operations	151,438	113,676	427,401	324,020
Interest expense and other, net	8,954	14,087	28,021	45,612
Income before income taxes	142,484	99,589	399,380	278,408
Income tax expense	22,140	19,012	78,914	50,659
Net income	\$ 120,344	\$ 80,577	\$ 320,466	\$ 227,749
Basic earnings per share	\$ 4.83	\$ 3.21	\$ 12.81	\$ 9.11
Diluted earnings per share	\$ 4.78	\$ 3.16	\$ 12.66	\$ 8.94
Weighted-average basic shares outstanding	24,935	25,078	25,026	25,012
Weighted-average diluted shares outstanding	25,166	25,478	25,307	25,481

See Notes to Unaudited Consolidated Financial Statements

CACI INTERNATIONAL INC

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
(amounts in thousands)

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2021	2020	2021	2020
Net income	\$ 120,344	\$ 80,577	\$ 320,466	\$ 227,749
Other comprehensive income (loss):				
Foreign currency translation adjustment	440	(10,570)	21,946	(4,663)
Change in fair value of interest rate swap agreements, net of tax	6,467	(21,173)	11,363	(22,402)
Other comprehensive income (loss), net of tax	6,907	(31,743)	33,309	(27,065)
Comprehensive income	<u>\$ 127,251</u>	<u>\$ 48,834</u>	<u>\$ 353,775</u>	<u>\$ 200,684</u>

See Notes to Unaudited Consolidated Financial Statements

CACI INTERNATIONAL INC

CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(amounts in thousands, except per share data)

	March 31, 2021	June 30, 2020
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 105,591	\$ 107,236
Accounts receivable, net	860,720	841,227
Prepaid expenses and other current assets	162,374	137,423
Total current assets	1,128,685	1,085,886
Goodwill	3,632,075	3,407,110
Intangible assets, net	493,062	406,885
Property and equipment, net	184,375	170,521
Operating lease right-of-use assets	371,151	330,767
Supplemental retirement savings plan assets	100,429	96,355
Accounts receivable, long-term	11,802	9,629
Other long-term assets	48,836	35,319
Total assets	<u>\$ 5,970,415</u>	<u>\$ 5,542,472</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	\$ 46,920	\$ 46,920
Accounts payable	109,695	89,961
Accrued compensation and benefits	382,246	338,760
Other accrued expenses and current liabilities	304,030	293,518
Total current liabilities	842,891	769,159
Long-term debt, net of current portion	1,775,071	1,357,519
Supplemental retirement savings plan obligations, net of current portion	100,629	103,004
Deferred income taxes	216,966	213,096
Operating lease liabilities, noncurrent	377,044	309,680
Other long-term liabilities	138,420	128,704
Total liabilities	<u>\$ 3,451,021</u>	<u>\$ 2,881,162</u>
COMMITMENTS AND CONTINGENCIES		
Shareholders' equity:		
Preferred stock \$0.10 par value, 10,000 shares authorized, no shares issued or outstanding	—	—
Common stock \$0.10 par value, 80,000 shares authorized; 42,672 shares issued and 23,551 outstanding at March 31, 2021 and 42,525 shares issued and 25,093 outstanding at June 30, 2020	4,267	4,253
Additional paid-in capital	478,039	573,744
Retained earnings	3,052,110	2,731,644
Accumulated other comprehensive loss	(38,976)	(72,285)
Treasury stock, at cost (19,122 and 17,432 shares, respectively)	(976,181)	(576,181)
Total CACI shareholders' equity	2,519,259	2,661,175
Noncontrolling interest	135	135
Total shareholders' equity	2,519,394	2,661,310
Total liabilities and shareholders' equity	<u>\$ 5,970,415</u>	<u>\$ 5,542,472</u>

See Notes to Unaudited Consolidated Financial Statements

CACI INTERNATIONAL INC

CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(amounts in thousands)

	Nine Months Ended March 31,	
	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 320,466	\$ 227,749
Reconciliation of net income to net cash provided by operating activities:		
Depreciation and amortization	93,608	81,888
Amortization of deferred financing costs	1,743	1,762
Non-cash lease expense	57,800	54,493
Stock-based compensation expense	23,841	22,204
Deferred income taxes	(585)	39,527
Changes in operating assets and liabilities, net of effect of business acquisitions:		
Accounts receivable, net	(18,826)	36,433
Prepaid expenses and other assets	(27,068)	(35,461)
Accounts payable and other accrued expenses	27,933	27,638
Accrued compensation and benefits	41,691	(4,522)
Income taxes payable and receivable	10,102	(42,383)
Operating lease liabilities	(55,274)	(56,240)
Long-term liabilities	25,085	4,737
Net cash provided by operating activities	500,516	357,825
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(51,273)	(54,331)
Cash paid for business acquisitions, net of cash acquired	(355,452)	(102,437)
Other	2,744	—
Net cash used in investing activities	(403,981)	(156,768)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from borrowings under bank credit facilities	2,478,500	1,438,500
Principal payments made under bank credit facilities	(2,062,690)	(1,593,690)
Payment of contingent consideration	—	(8,700)
Proceeds from employee stock purchase plans	6,840	5,463
Repurchases of common stock	(506,629)	(5,584)
Payment of taxes for equity transactions	(19,567)	(30,616)
Net cash used in financing activities	(103,546)	(194,627)
Effect of exchange rate changes on cash and cash equivalents	5,366	(1,302)
Net increase (decrease) in cash and cash equivalents	(1,645)	5,128
Cash and cash equivalents at beginning of period	107,236	72,028
Cash and cash equivalents at end of period	\$ 105,591	\$ 77,156
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the period for income taxes, net of refunds	\$ 48,855	\$ 46,895
Cash paid during the period for interest	\$ 25,405	\$ 41,151
Non-cash financing and investing activities:		
Landlord sponsored tenant improvement	\$ 15,468	\$ 1,630
Accrued capital expenditures	\$ 1,075	\$ 3,687

See Notes to Unaudited Consolidated Financial Statements

CACI INTERNATIONAL INC
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (UNAUDITED)
(amounts in thousands)

	Common Stock		Additional	Retained	Accumulated	Treasury Stock		Total CACI	Noncontrolling	Total
	Shares	Amount	Paid-in	Earnings	Other	Shares	Amount	Shareholders'	Interest	Shareholders'
			Capital		Comprehensive			Equity		Equity
					Income (Loss)					
BALANCE, June 30, 2020	42,525	\$ 4,253	\$ 573,744	\$ 2,731,644	\$ (72,285)	17,432	\$ (576,181)	\$ 2,661,175	\$ 135	\$ 2,661,310
Net income	—	—	—	320,466	—	—	—	320,466	—	320,466
Stock-based compensation expense	—	—	23,841	—	—	—	—	23,841	—	23,841
Tax withholdings on restricted share vestings	147	14	(19,500)	—	—	—	—	(19,486)	—	(19,486)
Change in fair value of interest rate swap agreements, net	—	—	—	—	11,363	—	—	11,363	—	11,363
Currency translation adjustment	—	—	—	—	21,946	—	—	21,946	—	21,946
Repurchases of common stock	—	—	(100,065)	—	—	1,721	(406,564)	(506,629)	—	(506,629)
Treasury stock issued under stock purchase plans	—	—	19	—	—	(31)	6,564	6,583	—	6,583
BALANCE, March 31, 2021	<u>42,672</u>	<u>\$ 4,267</u>	<u>\$ 478,039</u>	<u>\$ 3,052,110</u>	<u>\$ (38,976)</u>	<u>19,122</u>	<u>\$ (976,181)</u>	<u>\$ 2,519,259</u>	<u>\$ 135</u>	<u>\$ 2,519,394</u>
BALANCE, June 30, 2019	42,314	\$ 4,231	\$ 576,277	\$ 2,410,164	\$ (43,156)	17,434	\$ (576,185)	\$ 2,371,331	\$ 135	\$ 2,371,466
Net income	—	—	—	227,749	—	—	—	227,749	—	227,749
Stock-based compensation expense	—	—	22,204	—	—	—	—	22,204	—	22,204
Tax withholdings on restricted share vestings	204	21	(30,460)	—	—	—	—	(30,439)	—	(30,439)
Change in fair value of interest rate swap agreements, net	—	—	—	—	(22,402)	—	—	(22,402)	—	(22,402)
Currency translation adjustment	—	—	—	—	(4,663)	—	—	(4,663)	—	(4,663)
Repurchases of common stock	—	—	(369)	—	—	24	(5,215)	(5,584)	—	(5,584)
Treasury stock issued under stock purchase plans	—	—	80	—	—	(26)	5,219	5,299	—	5,299
BALANCE, March 31, 2020	<u>42,518</u>	<u>\$ 4,252</u>	<u>\$ 567,732</u>	<u>\$ 2,637,913</u>	<u>\$ (70,221)</u>	<u>17,432</u>	<u>\$ (576,181)</u>	<u>\$ 2,563,495</u>	<u>\$ 135</u>	<u>\$ 2,563,630</u>
BALANCE, December 31, 2020	42,663	\$ 4,266	\$ 570,176	\$ 2,931,766	\$ (45,883)	17,432	\$ (576,181)	\$ 2,884,144	\$ 135	\$ 2,884,279
Net income	—	—	—	120,344	—	—	—	120,344	—	120,344
Stock-based compensation expense	—	—	8,800	—	—	—	—	8,800	—	8,800
Tax withholdings on restricted share vestings	9	1	(905)	—	—	—	—	(904)	—	(904)
Change in fair value of interest rate swap agreements, net	—	—	—	—	6,467	—	—	6,467	—	6,467
Currency translation adjustment	—	—	—	—	440	—	—	440	—	440
Repurchases of common stock	—	—	(100,032)	—	—	1,699	(402,177)	(502,209)	—	(502,209)
Treasury stock issued under stock purchase plans	—	—	—	—	—	(9)	2,177	2,177	—	2,177
BALANCE, March 31, 2021	<u>42,672</u>	<u>\$ 4,267</u>	<u>\$ 478,039</u>	<u>\$ 3,052,110</u>	<u>\$ (38,976)</u>	<u>19,122</u>	<u>\$ (976,181)</u>	<u>\$ 2,519,259</u>	<u>\$ 135</u>	<u>\$ 2,519,394</u>
BALANCE, December 31, 2019	42,505	\$ 4,250	\$ 561,521	\$ 2,557,336	\$ (38,478)	17,434	\$ (576,184)	\$ 2,508,445	\$ 135	\$ 2,508,580
Net income	—	—	—	80,577	—	—	—	80,577	—	80,577
Stock-based compensation expense	—	—	7,705	—	—	—	—	7,705	—	7,705
Tax withholdings on restricted share vestings	13	2	(1,371)	—	—	—	—	(1,369)	—	(1,369)
Change in fair value of interest rate swap agreements, net	—	—	—	—	(21,173)	—	—	(21,173)	—	(21,173)
Currency translation adjustment	—	—	—	—	(10,570)	—	—	(10,570)	—	(10,570)
Repurchases of common stock	—	—	(190)	—	—	7	(1,798)	(1,988)	—	(1,988)
Treasury stock issued under stock purchase plans	—	—	67	—	—	(9)	1,801	1,868	—	1,868
BALANCE, March 31, 2020	<u>42,518</u>	<u>\$ 4,252</u>	<u>\$ 567,732</u>	<u>\$ 2,637,913</u>	<u>\$ (70,221)</u>	<u>17,432</u>	<u>\$ (576,181)</u>	<u>\$ 2,563,495</u>	<u>\$ 135</u>	<u>\$ 2,563,630</u>

CACI INTERNATIONAL INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

1. Basis of Presentation

The accompanying unaudited consolidated financial statements of CACI International Inc and subsidiaries (CACI or the Company) have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (SEC) and include the assets, liabilities, results of operations, comprehensive income and cash flows for the Company, including its subsidiaries and ventures that are majority-owned or otherwise controlled by the Company. Certain information and note disclosures normally included in the annual financial statements prepared in accordance with U.S. generally accepted accounting principles (GAAP) have been condensed or omitted pursuant to those rules and regulations, although the Company believes that the disclosures made are adequate to make the information presented not misleading. All intercompany balances and transactions have been eliminated in consolidation.

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable and amounts included in other current assets and current liabilities that meet the definition of a financial instrument approximate fair value because of the short-term nature of these amounts. The fair value of the Company's debt outstanding as of March 31, 2021 under its bank credit facility approximates its carrying value. The fair value of the Company's debt under its bank credit facility was estimated using Level 2 inputs based on market data of companies with a corporate rating similar to CACI's that have recently priced credit facilities. See Notes 11 and 18.

In the opinion of management, the accompanying unaudited consolidated financial statements reflect all adjustments and reclassifications (all of which are of a normal, recurring nature) that are necessary for the fair presentation of the periods presented. It is suggested that these unaudited consolidated financial statements be read in conjunction with the audited consolidated financial statements and the notes thereto included in the Company's latest annual report to the SEC on Form 10-K for the year ended June 30, 2020. The results of operations for the three and nine months ended March 31, 2021 are not necessarily indicative of the results to be expected for any subsequent interim period or for the full fiscal year.

2. Recent Accounting Pronouncements

Accounting Standards Updates Adopted

In August 2018, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2018-15, *Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*, which aligns the capitalization requirements for implementation costs incurred in a hosting arrangement that is a service contract with the existing capitalization requirements for implementation costs associated with internal-use software (Subtopic 350-40). The Company adopted this standard on July 1, 2020 using the prospective method. The adoption of this standard did not have a material impact on our operating results, financial position or cash flows.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses*, which requires companies to record an allowance for expected credit losses over the contractual term of financial assets, including short-term trade receivables and contract assets, and expands disclosure requirements for credit quality of financial assets. The Company adopted this standard on July 1, 2020 using the modified retrospective method. The adoption of this standard did not have a material impact on our operating results, financial position or cash flows.

3. Acquisition

On August 11, 2020, CACI completed the acquisition of Ascent Vision Technologies (AVT) for a purchase price of approximately \$348.8 million. AVT specializes in Electro-Optical Infrared payloads, On-Board Computer Vision Processing and counter-unmanned aircraft system (C-UAS) solutions. The Company preliminarily recognized fair values of the assets acquired and liabilities assumed and allocated \$211.0 million to goodwill and \$133.8 million to intangible assets. The goodwill of \$211.0 million is largely attributable to the assembled workforce of AVT and expected synergies between the Company and AVT. The intangible assets consist of customer relationships of \$65.7 million and technology of \$68.1 million. The fair value attributed to intangible assets is being amortized on an accelerated basis over approximately 20 years for customer relationships and over approximately 10 years for technology. The fair value attributed to the intangible assets acquired was based on assumptions and other information compiled by management, including independent valuations that utilized established valuation techniques. Of the value attributed to goodwill and intangible assets, approximately \$319.7 million is deductible for income tax purposes.

4. Intangible Assets

Intangible assets consisted of the following (in thousands):

	March 31, 2021 (1)	June 30, 2020
Intangible assets:		
Customer contracts and related customer relationships	\$ 602,407	\$ 570,562
Acquired technologies	198,262	129,925
Other	7	8
Intangible assets	800,676	700,495
Less accumulated amortization:		
Customer contracts and related customer relationships	(266,949)	(271,708)
Acquired technologies	(40,663)	(21,900)
Other	(2)	(2)
Less accumulated amortization	(307,614)	(293,610)
Total intangible assets, net	\$ 493,062	\$ 406,885

(1) During the nine months ended March 31, 2021, the Company removed \$37.4 million in fully amortized intangible assets.

Intangible assets are primarily amortized on an accelerated basis over periods ranging from one to twenty years. The weighted-average period of amortization for all customer contracts and related customer relationships as of March 31, 2021 is 17.7 years, and the weighted-average remaining period of amortization is 14.4 years. The weighted-average period of amortization for acquired technologies as of March 31, 2021 is 10.5 years, and the weighted-average remaining period of amortization is 9.0 years.

Expected amortization expense for the remainder of the fiscal year ending June 30, 2021, and for each of the fiscal years thereafter, is as follows (in thousands):

Fiscal year ending June 30,	Amount
2021 (three months)	\$ 16,889
2022	68,592
2023	65,164
2024	57,812
2025	50,552
Thereafter	234,053
Total intangible assets, net	\$ 493,062

5. Goodwill

The changes in the carrying amount of goodwill for the nine months ended March 31, 2021 are as follows (in thousands):

	Domestic	International	Total
Balance at June 30, 2020	\$ 3,279,856	\$ 127,254	\$ 3,407,110
Goodwill acquired (1)	211,004	(1,478)	209,526
Foreign currency translation	1,139	14,300	15,439
Balance at March 31, 2021	<u>\$ 3,491,999</u>	<u>\$ 140,076</u>	<u>\$ 3,632,075</u>

(1) Includes goodwill initially allocated to new business combinations as well as measurement period adjustments.

6. Revenue Recognition

We disaggregate our revenue arrangements by contract type, customer, whether we perform on the contract as the prime or subcontractor, and whether the solution provided is primarily expertise or technology as defined herein. We believe that these categories allow for a better understanding of the nature, amount, timing, and uncertainty of revenue and cash flows arising from our contracts.

Revenue by Contract Type

The Company generated revenue on our cost-plus-fee, fixed-price, and time-and-materials contracts as follows during the three and nine months ended March 31, 2021 and 2020 (in thousands):

	Three Months Ended			Nine Months Ended		
	March 31, 2021			March 31, 2021		
	Domestic	International	Total	Domestic	International	Total
Cost-plus-fee	\$ 905,774	\$ —	\$ 905,774	\$ 2,572,967	\$ —	\$ 2,572,967
Fixed-price	424,580	32,519	457,099	1,245,278	86,456	1,331,734
Time-and-materials	174,683	14,362	189,045	532,039	43,395	575,434
Total	<u>\$ 1,505,037</u>	<u>\$ 46,881</u>	<u>\$ 1,551,918</u>	<u>\$ 4,350,284</u>	<u>\$ 129,851</u>	<u>\$ 4,480,135</u>

	Three Months Ended			Nine Months Ended		
	March 31, 2020			March 31, 2020		
	Domestic	International	Total	Domestic	International	Total
Cost-plus-fee	\$ 852,700	\$ —	\$ 852,700	\$ 2,418,891	\$ —	\$ 2,418,891
Fixed-price	376,314	29,422	405,736	1,128,866	83,713	1,212,579
Time-and-materials	190,344	16,820	207,164	550,167	42,824	592,991
Total	<u>\$ 1,419,358</u>	<u>\$ 46,242</u>	<u>\$ 1,465,600</u>	<u>\$ 4,097,924</u>	<u>\$ 126,537</u>	<u>\$ 4,224,461</u>

Customer Group

The Company generated revenue from our primary customer groups as follows during the three and nine months ended March 31, 2021 and 2020 (in thousands):

	Three Months Ended			Nine Months Ended		
	March 31, 2021			March 31, 2021		
	Domestic	International	Total	Domestic	International	Total
Department of Defense	\$ 1,074,056	\$ —	\$ 1,074,056	\$ 3,091,126	\$ —	\$ 3,091,126
Federal Civilian agencies	405,855	—	405,855	1,186,068	—	1,186,068
Commercial and other	25,126	46,881	72,007	73,090	129,851	202,941
Total	<u>\$ 1,505,037</u>	<u>\$ 46,881</u>	<u>\$ 1,551,918</u>	<u>\$ 4,350,284</u>	<u>\$ 129,851</u>	<u>\$ 4,480,135</u>

	Three Months Ended			Nine Months Ended		
	March 31, 2020			March 31, 2020		
	Domestic	International	Total	Domestic	International	Total
Department of Defense	\$ 1,037,242	\$ —	\$ 1,037,242	\$ 2,965,263	\$ —	\$ 2,965,263
Federal Civilian agencies	361,320	—	361,320	1,067,342	—	1,067,342
Commercial and other	20,796	46,242	67,038	65,319	126,537	191,856
Total	<u>\$ 1,419,358</u>	<u>\$ 46,242</u>	<u>\$ 1,465,600</u>	<u>\$ 4,097,924</u>	<u>\$ 126,537</u>	<u>\$ 4,224,461</u>

Prime or Subcontractor

The Company generated revenue as either the prime or subcontractor as follows during the three and nine months ended March 31, 2021 and 2020 (in thousands):

	Three Months Ended			Nine Months Ended		
	March 31, 2021			March 31, 2021		
	Domestic	International	Total	Domestic	International	Total
Prime contractor	\$ 1,358,423	\$ 43,210	\$ 1,401,633	\$ 3,935,661	\$ 119,835	\$ 4,055,496
Subcontractor	146,614	3,671	150,285	414,623	10,016	424,639
Total	<u>\$ 1,505,037</u>	<u>\$ 46,881</u>	<u>\$ 1,551,918</u>	<u>\$ 4,350,284</u>	<u>\$ 129,851</u>	<u>\$ 4,480,135</u>

	Three Months Ended			Nine Months Ended		
	March 31, 2020			March 31, 2020		
	Domestic	International	Total	Domestic	International	Total
Prime contractor	\$ 1,298,073	\$ 42,788	\$ 1,340,861	\$ 3,723,024	\$ 119,597	\$ 3,842,621
Subcontractor	121,285	3,454	124,739	374,900	6,940	381,840
Total	<u>\$ 1,419,358</u>	<u>\$ 46,242</u>	<u>\$ 1,465,600</u>	<u>\$ 4,097,924</u>	<u>\$ 126,537</u>	<u>\$ 4,224,461</u>

Expertise or Technology

The Company generated revenue by providing expertise or technology solutions to our customers as follows during the three and nine months ended March 31, 2021 and 2020 (in thousands):

	Three Months Ended			Nine Months Ended		
	March 31, 2021			March 31, 2021		
	Domestic	International	Total	Domestic	International	Total
Expertise	\$ 745,440	\$ 18,979	\$ 764,419	\$ 2,184,449	\$ 52,929	\$ 2,237,378
Technology	759,597	27,902	787,499	2,165,835	76,922	2,242,757
Total	\$ 1,505,037	\$ 46,881	\$ 1,551,918	\$ 4,350,284	\$ 129,851	\$ 4,480,135

	Three Months Ended			Nine Months Ended		
	March 31, 2020			March 31, 2020		
	Domestic	International	Total	Domestic	International	Total
Expertise	\$ 744,997	\$ 18,339	\$ 763,336	\$ 2,180,498	\$ 47,225	\$ 2,227,723
Technology	674,361	27,903	702,264	1,917,426	79,312	1,996,738
Total	\$ 1,419,358	\$ 46,242	\$ 1,465,600	\$ 4,097,924	\$ 126,537	\$ 4,224,461

Significant Estimates

For many of our fixed price revenue arrangements and for revenue arrangements that have award or incentive fees, the Company uses an estimate at completion (EAC) to measure progress towards the complete satisfaction of its performance obligations. For these revenue arrangements, revenue is recognized over time primarily using a cost-to-cost input method based on the ratio of costs incurred to date to total estimated costs at completion. The EAC process requires the Company to use professional judgment when assessing risks, estimating contract revenue and costs, estimating variable consideration, and making assumptions for schedule and technical issues. The Company periodically reassesses its EAC assumptions and updates its estimates as needed. When estimates of total costs to be incurred on a contract exceed total revenue, a provision for the entire loss on the contract is recorded in the period in which the loss is determined.

Based on changes in a contract's EAC, a cumulative adjustment to revenue will be recorded. For the three and nine months ended March 31, 2021, we recognized an increase to income before income taxes of \$10.7 million (\$0.31 per diluted share) and \$36.6 million (\$1.06 per diluted share), respectively, compared with \$8.3 million (\$0.24 per diluted share) and \$32.1 million (\$0.93 per diluted share) for the three and nine months ended March 31, 2020, respectively, from EAC adjustments. The Company used its statutory tax rate when calculating the impact to diluted earnings per share.

Revenue recognized from previously satisfied performance obligations was \$0.7 million and \$2.3 million for the three and nine months ended March 31, 2021, respectively, compared with \$(0.3) million and \$9.9 million for the three and nine months ended March 31, 2020, respectively. The change in revenue generally relates to final true-up adjustments to our estimated award or incentive fees in the period in which we receive the customer's final performance score or when we can determine that more objective, contractually-defined criteria have been fully satisfied.

Remaining Performance Obligations

The Company's remaining performance obligations balance as of period end represents the expected revenue to be recognized for the satisfaction of remaining performance obligations on our existing contracts. This balance excludes unexercised contract option years and task orders that may be issued underneath an Indefinite Delivery/Indefinite Quantity (IDIQ) vehicle until such task orders are awarded. The remaining performance obligations balance generally increases with the execution of new contracts and converts into revenue as our contractual performance obligations are satisfied.

The Company continues to monitor this balance as it is subject to change from execution of new contracts, contract modifications or extensions, government deobligations, or early terminations. Based on this analysis, an adjustment to the period end balance may be required. Our remaining performance obligations balance as of March 31, 2021 was \$6.7 billion.

The Company expects to recognize approximately 90 percent of our remaining performance obligations balance as revenue over the next twelve months and the remaining 10 percent thereafter.

7. Accounts Receivable

	March 31, 2021	June 30, 2020
Billed and billable receivables	\$ 750,529	\$ 779,339
Unbilled receivables	110,191	61,888
Total accounts receivable, net – current	860,720	841,227
Unbilled receivables, long-term	11,802	9,629
Total accounts receivable	<u>\$ 872,522</u>	<u>\$ 850,856</u>

Accounts receivable are recorded at amounts earned less an allowance for doubtful accounts. The Company periodically reassesses its allowance for doubtful accounts by analyzing reasonably available information as of the balance sheet date, including the length of time that the receivable has been outstanding, historical bad debts and aging trends, and other general and contract specific factors. In addition, the Company monitors its exposure to customer credit risk for its financial assets, including its trade receivables and contract balances.

The Company's allowance for doubtful accounts was \$3.1 million and \$3.0 million at March 31, 2021 and June 30, 2020, respectively.

8. Contract Balances

Contract assets are primarily comprised of unbilled receivables in which revenue has been recognized but our right to consideration is conditional on factors other than the passage of time. Contract assets exclude billed and billable receivables.

The incremental costs of obtaining a contract (e.g. sales commissions) are capitalized as an asset when the Company expects to recover them either directly or indirectly through the revenue arrangement's profit margins. These capitalized costs are subsequently expensed over the revenue arrangement's period of performance. Contract assets are not stated above their net realizable value.

Contract liabilities are primarily comprised of advance payments in which consideration is received in advance of satisfying a performance obligation. The advance payment is subsequently recognized into revenue as the performance obligation is satisfied.

Net contract assets (liabilities) consisted of the following (in thousands):

Description of Contract Related Balance	Financial Statement Classification	March 31, 2021	June 30, 2020
Contract assets – current:			
Unbilled receivables	Accounts receivable, net	\$ 110,191	\$ 61,888
Costs to obtain – short-term	Prepaid expenses and other current assets	4,064	3,492
Contract assets – noncurrent:			
Unbilled receivables	Accounts receivable, long-term	11,802	9,629
Costs to obtain – long-term	Other long-term assets	9,546	7,708
Contract liabilities – current:			
Deferred revenue and other contract liabilities – short-term	Other accrued expenses and current liabilities	(59,323)	(57,082)
Contract liabilities – noncurrent:			
Deferred revenue and other contract liabilities – long-term	Other long-term liabilities	(6,543)	(6,507)
Net contract assets (liabilities)		<u>\$ 69,737</u>	<u>\$ 19,128</u>

During the three and nine months ended March 31, 2021, we recognized \$4.2 million and \$57.1 million of revenue, respectively, compared with \$6.2 million and \$44.9 million of revenue for the three and nine months ended March 31, 2020, respectively, that was included in a previously recorded contract liability as of the beginning of the period.

9. Inventories

Inventories consisted of the following (in thousands):

	March 31, 2021	June 30, 2020
Materials, purchased parts and supplies	\$ 50,385	\$ 36,692
Work in process	11,270	10,867
Finished goods	16,915	17,608
Total	<u>\$ 78,570</u>	<u>\$ 65,167</u>

Inventories are stated at the lower of cost (average cost or first-in, first-out) or net realizable value and are included in prepaid expenses and other current assets on the accompanying consolidated balance sheets. The Company periodically assesses its current inventory balances and records a provision for damaged, deteriorated, or obsolete inventory based on historical patterns and forecasted sales.

10. Sales of Receivables

On December 24, 2020, the Company amended its Master Accounts Receivable Purchase Agreement (MARPA) with MUFG Bank, Ltd. (the Purchaser), for the sale of certain designated eligible U.S. government receivables. The amendment extended the term of the MARPA to December 23, 2021. Under the MARPA, the Company can sell eligible receivables, including certain billed and unbilled receivables up to a maximum amount of \$200.0 million. The Company's receivables are sold under the MARPA without recourse for any U.S. government credit risk.

The Company accounts for receivable transfers under the MARPA as sales under ASC 860, *Transfers and Servicing*, and derecognizes the sold receivables from its balance sheets. The fair value of the sold receivables approximated their book value due to their short-term nature.

The Company does not retain an ongoing financial interest in the transferred receivables other than cash collection and administrative services. The Company estimated that its servicing fee was at fair value and therefore no servicing asset or liability related to these receivables was recognized as of March 31, 2021. Proceeds from the sold receivables are reflected in our operating cash flows on the statement of cash flows.

MARPA activity consisted of the following (in thousands):

	As of and for the Nine Months Ended March 31,	
	2021	2020
Beginning balance:	\$ 200,000	\$ 192,527
Sales of receivables	2,048,585	1,750,496
Cash collections	(2,058,725)	(1,749,524)
Outstanding balance sold to Purchaser: (1)	189,860	193,499
Cash collected, not remitted to Purchaser (2)	(76,388)	(55,588)
Remaining sold receivables	<u>\$ 113,472</u>	<u>\$ 137,911</u>

- (1) For the nine months ended March 31, 2021 and 2020, the Company recorded a net cash outflow of \$10.1 million and a net cash inflow of \$1.0 million in its cash flows from operating activities, respectively, from sold receivables. MARPA cash flows are calculated as the change in the outstanding balance during the fiscal year.
- (2) Includes the cash collected on behalf of but not yet remitted to the Purchaser as of March 31, 2021 and 2020. This balance is included in other accrued expenses and current liabilities as of the balance sheet date.

11. Long-term Debt

Long-term debt consisted of the following (in thousands):

	March 31, 2021	June 30, 2020
Bank credit facility – term loans	\$ 809,364	\$ 844,555
Bank credit facility – revolver loans	1,020,000	569,000
Principal amount of long-term debt	1,829,364	1,413,555
Less unamortized discounts and debt issuance costs	(7,373)	(9,116)
Total long-term debt	1,821,991	1,404,439
Less current portion	(46,920)	(46,920)
Long-term debt, net of current portion	\$ 1,775,071	\$ 1,357,519

Bank Credit Facility

The Company has a \$2,438.4 million credit facility (the Credit Facility), which consists of an \$1,500.0 million revolving credit facility (the Revolving Facility) and a \$938.4 million term loan (the Term Loan). The Revolving Facility has subfacilities of \$100.0 million for same-day swing line loan borrowings and \$25.0 million for stand-by letters of credit.

The Revolving Facility is a secured facility that permits continuously renewable borrowings of up to \$1,500.0 million. As of March 31, 2021, the Company had \$1,020.0 million outstanding under the Revolving Facility and no borrowings on the swing line. The Company pays a quarterly facility fee for the unused portion of the Revolving Facility.

The Term Loan is a five-year secured facility under which principal payments are due in quarterly installments of \$11.7 million until the balance is due in full on June 30, 2024. As of March 31, 2021, the Company had \$809.4 million outstanding under the Term Loan.

The interest rates applicable to loans under the Credit Facility are floating interest rates that, at the Company's option, equal a base rate or a Eurodollar rate plus, in each case, an applicable rate based upon the Company's consolidated total leverage ratio. As of March 31, 2021, the effective interest rate, including the impact of the Company's floating-to-fixed interest rate swap agreements and excluding the effect of amortization of debt financing costs, for the outstanding borrowings under the Credit Facility was 1.97 percent.

The Credit Facility requires the Company to comply with certain financial covenants, including a maximum total leverage ratio and a minimum interest coverage ratio. The Credit Facility also includes customary negative covenants restricting or limiting the Company's ability to guarantee or incur additional indebtedness, grant liens or other security interests to third parties, make loans or investments, transfer assets, declare dividends or redeem or repurchase capital stock or make other distributions, prepay subordinated indebtedness and engage in mergers, acquisitions or other business combinations, in each case except as expressly permitted under the Credit Facility. As of March 31, 2021, the Company was in compliance with all of the financial covenants. A majority of the Company's assets serve as collateral under the Credit Facility.

All debt issuance costs are being amortized from the date incurred to the expiration date of the Credit Facility.

The aggregate maturities of long-term debt at March 31, 2021 are as follows (in thousands):

Twelve months ending March 31,		
2022	\$	46,920
2023		46,920
2024		46,920
2025		1,688,604
Principal amount of long-term debt		1,829,364
Less unamortized discounts and debt issuance costs		(7,373)
Total long-term debt	\$	1,821,991

Cash Flow Hedges

The Company periodically uses derivative financial instruments as part of a strategy to manage exposure to market risks associated with interest rate fluctuations. The Company has entered into several floating-to-fixed interest rate swap agreements for an aggregate notional amount of \$800.0 million which hedge a portion of the Company's floating rate indebtedness. The swaps mature at various dates through 2026. The Company has designated the swaps as cash flow hedges. Unrealized gains are recognized as assets while unrealized losses are recognized as liabilities. The interest rate swap agreements are highly correlated to the changes in interest rates to which the Company is exposed. Realized gains and losses in connection with each required interest payment are reclassified from accumulated other comprehensive income or loss to interest expense. The Company does not hold or issue derivative financial instruments for trading purposes.

The effect of derivative instruments in the consolidated statements of operations and accumulated other comprehensive loss for the three and nine months ended March 31, 2021 and 2020 is as follows (in thousands):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2021	2020	2021	2020
Gain (loss) recognized in other comprehensive income	\$ 2,945	\$ (21,606)	\$ 757	\$ (22,245)
Amounts reclassified to earnings from accumulated other comprehensive loss	3,522	433	10,606	(157)
Net current period other comprehensive income (loss)	<u>\$ 6,467</u>	<u>\$ (21,173)</u>	<u>\$ 11,363</u>	<u>\$ (22,402)</u>

12. Leases

All of the Company's leases are operating leases. The current portion of operating lease liabilities is included in other accrued expenses and current liabilities in our consolidated balance sheets. Lease balances in our consolidated balance sheet are as follows (in thousands):

	March 31, 2021	June 30, 2020
Operating lease right-of-use assets	\$ 371,151	\$ 330,767
Operating lease liabilities, current	59,357	67,549
Operating lease liabilities, noncurrent	377,044	309,680
	<u>\$ 436,401</u>	<u>\$ 377,229</u>

The Company's total lease cost is recorded primarily within indirect costs and selling expenses and had the following impact on the consolidated statement of operations (in thousands):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2021	2020	2021	2020
Operating lease cost	\$ 22,312	\$ 21,674	\$ 66,899	\$ 64,262
Short-term and variable lease cost	3,427	3,850	10,706	10,844
Sublease income	(84)	(94)	(296)	(998)
Total lease cost	<u>\$ 25,655</u>	<u>\$ 25,430</u>	<u>\$ 77,309</u>	<u>\$ 74,108</u>

The Company's future minimum lease payments under non-cancelable operating leases for the remainder of the fiscal year ending June 30, 2021, and for each of the fiscal years thereafter, are as follows (in thousands):

Fiscal year ending June 30,	
2021 (three months)	\$ 13,188
2022	77,841
2023	76,895
2024	70,669
2025	62,468
Thereafter	180,313
Total undiscounted lease payments	481,374
Less: imputed interest	(44,973)
Total discounted lease liabilities	<u>\$ 436,401</u>

The weighted-average remaining lease term (in years) and weighted-average discount rate was 6.94 years and 2.78 percent, respectively.

Cash paid for operating leases was \$64.6 million for the nine months ended March 31, 2021. During the nine months ended March 31, 2021 operating lease liabilities arising from obtaining new ROU assets was \$97.8 million, which includes all noncash changes arising from new or remeasured operating lease arrangements.

13. Commitments and Contingencies

The Company is involved in various lawsuits, claims, and administrative proceedings arising in the normal course of business. Management is of the opinion that any liability or loss associated with such matters, either individually or in the aggregate, will not have a material adverse effect on the Company's operations and liquidity.

Government Contracting

Payments to the Company on cost-plus-fee and T&M contracts are subject to adjustment upon audit by the Defense Contract Audit Agency (DCAA) and other government agencies that do not utilize DCAA's services. The DCAA has completed audits of the Company's annual incurred cost proposals through fiscal year 2019. We are still negotiating the results of prior years' audits with the respective cognizant contracting officers and believe our reserves for such are adequate. In the opinion of management, adjustments that may result from these audits and the audits not yet started are not expected to have a material effect on the Company's financial position, results of operations, or cash flows as the Company has accrued its best estimate of potential disallowances. Additionally, the DCAA continually reviews the cost accounting and other practices of government contractors, including the Company. In the course of those reviews, cost accounting and other issues are identified, discussed and settled.

14. Stock-Based Compensation

For the nine months ended March 31, 2021 and 2020, the Company recognized \$23.8 million and \$22.2 million of stock-based compensation, respectively, related to restricted stock units (RSUs). The stock-based compensation was included in indirect costs and selling expenses in the consolidated statements of operations.

Activity related to RSUs during the nine months ended March 31, 2021 is as follows:

	RSUs
Unvested at June 30, 2020	501,923
Granted	197,179
Vested	(236,643)
Forfeited	(27,534)
Unvested at March 31, 2021	<u>434,925</u>

As of March 31, 2021, there was \$46.0 million of total unrecognized compensation costs related to RSUs scheduled to be recognized over a weighted-average period of 2.7 years.

15. Earnings Per Share

Earnings per share and the weighted-average number of diluted shares are computed as follows (in thousands, except per share data):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2021	2020	2021	2020
Net income	\$ 120,344	\$ 80,577	\$ 320,466	\$ 227,749
Weighted-average number of basic shares outstanding during the period	24,935	25,078	25,026	25,012
Dilutive effect of RSUs after application of treasury stock method	231	400	281	469
Weighted-average number of diluted shares outstanding during the period	25,166	25,478	25,307	25,481
Basic earnings per share	\$ 4.83	\$ 3.21	\$ 12.81	\$ 9.11
Diluted earnings per share	\$ 4.78	\$ 3.16	\$ 12.66	\$ 8.94

16. Income Taxes

The Company is subject to income taxes in the U.S. and various state and foreign jurisdictions. Tax statutes and regulations within each jurisdiction are subject to interpretation and require the application of significant judgment.

The Company's total liability for unrecognized tax benefits as of March 31, 2021 and June 30, 2020 was \$28.9 million and \$8.8 million, respectively. During the quarter, the Company recognized an increase in reserves for uncertain tax positions related to an increase in research and development tax credits. The \$28.9 million unrecognized tax benefit at March 31, 2021, if recognized, would positively impact the Company's effective tax rate.

The Company's effective tax rate for the three and nine months ended March 31, 2021 and 2020 are reflected below (in thousands):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2021	2020	2021	2020
Income tax expense	\$ 22,140	\$ 19,012	\$ 78,914	\$ 50,659
Effective income tax rate	15.5%	19.1%	19.8%	18.2%

The effective income tax rate was 15.5 percent and 19.8 percent for the three and nine months ended March 31, 2021, respectively, compared with 19.1 percent and 18.2 percent, respectively, for the same periods last year. For the three months ended, the Company's effective income tax rate was lower in the current period primarily due to an increase in research and development credits for past and current year tax filings. For the nine months ended, the Company's effective income tax rate was higher in the current period primarily due to a decrease in excess tax benefits related to employee stock-based compensation, partially offset by an increase in research and development credits for past and current year tax filings.

17. Business Segment Information

The Company reports operating results and financial data in two segments: domestic operations and international operations. Domestic operations provide Expertise and Technology primarily to U.S. federal government agencies. International operations provide Expertise and Technology primarily to international government and commercial customers.

The Company evaluates the performance of its operating segments based on net income. Summarized financial information for the Company's reportable segments is as follows (in thousands):

	Domestic Operations	International Operations	Total
Three Months Ended March 31, 2021			
Revenue from external customers	\$ 1,505,037	\$ 46,881	\$ 1,551,918
Net income	113,536	6,808	120,344
Three Months Ended March 31, 2020			
Revenue from external customers	\$ 1,419,358	\$ 46,242	\$ 1,465,600
Net income	74,885	5,692	80,577
Nine Months Ended March 31, 2021			
Revenue from external customers	\$ 4,350,284	\$ 129,851	\$ 4,480,135
Net income	301,594	18,872	320,466
Nine Months Ended March 31, 2020			
Revenue from external customers	\$ 4,097,924	\$ 126,537	\$ 4,224,461
Net income	213,780	13,969	227,749

18. Fair Value of Financial Instruments

ASC 820, *Fair Value Measurements and Disclosures*, defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements.

The Company's financial assets and liabilities recorded at fair value on a recurring basis are categorized based on the priority of the inputs used to measure fair value. The inputs used in measuring fair value are categorized into three levels, as follows:

- Level 1 Inputs – unadjusted quoted prices in active markets for identical assets or liabilities.
- Level 2 Inputs – unadjusted quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, inputs other than quoted prices that are observable, and inputs derived from or corroborated by observable market data.
- Level 3 Inputs – amounts derived from valuation models in which unobservable inputs reflect the reporting entity's own assumptions about the assumptions of market participants that would be used in pricing the asset or liability.

The following table summarizes the financial assets and liabilities measured at fair value on a recurring basis as of March 31, 2021 and June 30, 2020, and the level they fall within the fair value hierarchy (in thousands):

Description of Financial Instrument	Financial Statement Classification	Fair Value Hierarchy	March 31, 2021	June 30, 2020
			Fair Value	
Interest rate swap agreements	Other accrued expenses and current liabilities	Level 2	\$ 1,934	\$ —
Interest rate swap agreements	Other long-term liabilities	Level 2	\$ 25,817	\$ 43,168

Changes in the fair value of the interest rate swap agreements are recorded as a component of accumulated other comprehensive income or loss.

19. Accelerated Share Repurchase

On March 12, 2021, CACI entered into an accelerated share repurchase agreement (the “ASR Agreement”) with JPMorgan Chase Bank, National Association (JPMorgan). Under the ASR Agreement, we paid \$500.0 million to JPMorgan and received an initial delivery of approximately 1.7 million shares of our common stock, which shares were recorded as a \$400.0 million increase to treasury stock. The final number of shares to be repurchased will be based on the volume-weighted average stock price of our common stock during the term of the agreement, less a discount. This is evaluated as an unsettled forward contract indexed to our own stock, with \$100.0 million classified within stockholders’ equity as additional paid-in-capital. The ASR Agreement is scheduled to settle prior to the end of the second quarter of FY2022. At final settlement, JPMorgan may be required to deliver additional shares of our common stock to us or, under certain circumstances, we may elect to make a cash payment or deliver shares of our common stock to JPMorgan.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations is provided to enhance the understanding of, and should be read together with, our unaudited consolidated financial statements and the notes to those statements that appear elsewhere in this Quarterly Report on Form 10-Q.

Information Relating to Forward-Looking Statements

There are statements made herein that do not address historical facts and, therefore, could be interpreted to be forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. Such statements are subject to risk factors that could cause actual results to be materially different from anticipated results. These risk factors include, but are not limited to, the following:

- our reliance on U.S. government contracts, which includes general risk around the government contract procurement process (such as bid protest, small business set asides, loss of work due to organizational conflicts of interest, etc.) and termination risks;
- significant delays or reductions in appropriations for our programs and broader changes in U.S. government funding and spending patterns;
- legislation that amends or changes discretionary spending levels or budget priorities, such as for homeland security or to address global pandemics like COVID-19;
- legal, regulatory, and political change from successive presidential administrations that could result in economic uncertainty;
- changes in U.S. federal agencies, current agreements with other nations, foreign events, or any other events which may affect the global economy, including the impact of global pandemics like COVID-19;
- the results of government audits and reviews conducted by the Defense Contract Audit Agency, the Defense Contract Management Agency, or other governmental entities with cognizant oversight;
- competitive factors such as pricing pressures and/or competition to hire and retain employees (particularly those with security clearances);
- failure to achieve contract awards in connection with re-competes for present business and/or competition for new business;
- regional and national economic conditions in the United States and globally, including but not limited to: terrorist activities or war, changes in interest rates, currency fluctuations, significant fluctuations in the equity markets, and market speculation regarding our continued independence;
- our ability to meet contractual performance obligations, including technologically complex obligations dependent on factors not wholly within our control;
- limited access to certain facilities required for us to perform our work, including during a global pandemic like COVID-19;
- changes in tax law, the interpretation of associated rules and regulations, or any other events impacting our effective tax rate;
- changes in technology;
- the potential impact of the announcement or consummation of a proposed transaction and our ability to successfully integrate the operations of our recent and any future acquisitions;
- our ability to achieve the objectives of near term or long-term business plans; and
- the effects of health epidemics, pandemics and similar outbreaks may have material adverse effects on our business, financial position, results of operations and/or cash flows.

The above non-inclusive list of risk factors may impact the forward-looking statements contained in this Quarterly Report on Form 10-Q. In addition, other risk factors include, but are not limited to, those described in "Item 1A. Risk Factors" within our Annual Report on Form 10-K. The forward-looking statements contained in this Quarterly Report on Form 10-Q are as of the date of its filing.

Overview

The Company provides Expertise and Technology to Enterprise and Mission customers in support of national security missions and government transformation.

- **Enterprise** – CACI provides capabilities that enable the internal operations of a government agency. This includes business systems, business process reengineering, and enterprise information technology (IT). For example, CACI customizes, implements, and maintains commercial-off-the-shelf (COTS) and custom enterprise resource planning (ERP) systems. This includes financial, human capital, asset and material, and logistics and supply chain management systems. CACI also designs, develops, integrates, deploys and sustains enterprise-wide IT systems in a variety of models. As an Amazon Web Services (AWS) Premier Consulting Partner and Microsoft Cloud Solution Provider for Government, we deliver cloud-powered solutions, performance-based service management, mobility, defensive cyber and network security, end-user services, and infrastructure services.
- **Mission** – CACI provides capabilities that enable the execution of a government agency’s primary function, or “mission”. For example, we support strategic and tactical Mission customers with capabilities in areas such as command and control, communications, intelligence collection and analysis, signals intelligence (SIGINT), electronic warfare (EW), and cyber operations. CACI develops tools and offerings in an open, software-defined architecture with multi-domain and multi-mission capabilities.
- **Expertise** – CACI provides Expertise to both Enterprise and Mission customers. For Enterprise customers, we deliver talent with the specific technical and *functional* knowledge to support internal agency operations. And for Mission customers, we deliver talent with technical and *domain* knowledge to support the execution of an agency’s mission.
- **Technology** – CACI delivers Technology to both Enterprise and Mission customers. For Enterprise customers, Technology includes developing and implementing business systems, enterprise applications, and end-to-end IT systems. We also modernize infrastructure through migration to the cloud and IT or software as-a-service. For Mission customers, Technology includes developing and deploying multi-domain offerings for signals intelligence, electronic warfare, and cyber operations. We also deliver actionable intelligence through multi-source collection and analysis. And we generate unique intellectual property through advanced research and development.

Budgetary Environment

We carefully follow federal budget, legislative and contracting trends and activities and evolve our strategies to take these into consideration. On August 2, 2019, the Bipartisan Budget Act of 2019 (BBA 2019) was signed into law. BBA 2019 called for defense spending, including Overseas Contingency Operations (OCO) funds, of \$738 billion in government fiscal year (GFY) 2020 and \$740.5 billion in GFY 2021. Both represent increases from GFY 2019 levels of \$716 billion. On January 1, 2021, the \$740 billion National Defense Authorization Act (NDAA) for GFY 2021 became law. While a detailed GFY 2022 budget proposal has not yet been released, the Biden administration has released a top-line proposal for GFY 2022, which proposes aggregate defense spending of \$753 billion, up 1.7% from GFY 2021. We believe that bipartisan support remains for continued investment in the areas of defense and national security.

While we view the budget environment as stable and believe there is bipartisan support for continued investment in the areas of defense and national security, it is uncertain when in any particular GFY that appropriations bills will be passed. During those periods of time when appropriations bills have not been passed and signed into law, government agencies operate under a continuing resolution (CR). Depending on their scope, duration, and other factors, CRs can negatively impact our business due to delays in new program starts, delays in contract award decisions, and other factors. When a CR expires, unless appropriations bills have been passed by Congress and signed by the President, or a new CR is passed and signed into law, the government must cease operations, or shutdown, except in certain emergency situations or when the law authorizes continued activity. We continuously review our operations in an attempt to identify programs potentially at risk from CRs so that we can consider appropriate contingency plans.

Impact of COVID-19

As travel restrictions, social distancing advisories, and other requirements began to be implemented in March 2020, we instructed our workforce to begin to work remotely to the extent possible. While a majority of our workforce is able to work remotely, some employees must still travel to client or company facilities in order to work. While CACI employees were deemed part of the 'critical infrastructure workforce', ensuring their ability to work despite state travel limitations, our business still experienced some impacts as a result of COVID-19 risk mitigation efforts. For example, in order to reduce personnel concentration and ensure social distancing in classified environments, shift work was implemented, which reduced the number of hours our employees could work and we could bill customers on certain programs. The Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was passed by Congress and signed by the President on March 27, 2020, provided a mechanism to bill hours where our employees are ready and able to work but unable to access required facilities due to COVID-19. This support was subsequently extended through September 30, 2021 as part of the American Rescue Plan Act of 2021, which was signed into law on March 11, 2021. We continue to work with our customers to implement the related provisions of the CARES Act, as well as appropriate risk mitigation efforts and alternative work arrangements.

Market Environment

Across our addressable market, we provide expertise and technology to government enterprise and mission customers. Based on the analysis of an independent market consultant retained by the Company, we believe that the total addressable market for our offerings is approximately \$230 billion. Our addressable market is expected to continue to grow over the next several years. Approximately 70 percent of our revenue comes from defense-related customers, including those in the Intelligence Community (IC), with additional revenue coming from non-defense IC, homeland security, and other federal civilian customers.

We continue to align the Company's capabilities with well-funded budget priorities and took steps to maintain a competitive cost structure in line with our expectations of future business opportunities. In light of these actions, as well as the budgetary environment discussed above, we believe we are well positioned to continue to win new business in our large addressable market. We believe that the following trends will influence the USG's spending in our addressable market:

- A stable USG budget environment, particularly in defense and intelligence-related areas;
- A shift in focus from readiness toward increased capabilities, effectiveness, and responsiveness;
- Increased USG interest in faster contracting and acquisition processes;
- Increased focus on cyber, space, and the electromagnetic spectrum as key domains for National Security;
- Continued focus on counterterrorism, counterintelligence, and counter proliferation as key U.S. security concerns;
- Balanced focus on enterprise cost reductions through efficiency, with increased spend on IT infrastructure modernization and enhancements to cyber security protections; and
- Increased investments in advanced technologies (e.g., Artificial Intelligence, 5G).

We believe that our customers' use of lowest price/technically acceptable (LPTA) procurements, which contributed to pricing pressures in prior years, has moderated, though price still remains an important factor in procurements. We also continue to see protests of major contract awards and delays in USG procurement activities. In addition, many of our federal government contracts require us to employ personnel with security clearances, specific levels of education and specific past work experience. Depending on the level of clearance, security clearances can be difficult and time-consuming to obtain and competition for skilled personnel in the information technology services industry is intense. Additional factors that could affect USG spending in our addressable market include changes in set-asides for small businesses, changes in budget priorities as a result of the COVID-19 pandemic, and budgetary priorities limiting or delaying federal government spending in general.

Results of Operations for the Three Months Ended March 31, 2021 and 2020

The following table provides our results of operations:

(dollars in thousands)	Dollar Amount		Percentage of Revenue		Change	
	Three Months Ended March 31,		Three Months Ended March 31,			
	2021	2020	2021	2020	\$	%
Revenue	\$ 1,551,918	\$ 1,465,600	100.0%	100.0%	\$ 86,318	5.9%
Operating costs and expenses:						
Costs of revenue	1,000,235	953,630	64.4	65.1	46,605	4.9
Indirect costs and selling expenses	369,015	371,135	23.8	25.2	(2,120)	(0.6)
Depreciation and amortization	31,230	27,159	2.0	1.9	4,071	15.0
Total operating costs and expenses	1,400,480	1,351,924	90.2	92.2	48,556	3.6
Income from operations	151,438	113,676	9.8	7.8	37,762	33.2
Interest expense and other, net	8,954	14,087	0.6	1.0	(5,133)	(36.4)
Income before income taxes	142,484	99,589	9.2	6.8	42,895	43.1
Income tax expense	22,140	19,012	1.4	1.3	3,128	16.5
Net income	\$ 120,344	\$ 80,577	7.8%	5.5%	\$ 39,767	49.4%

Revenue. For the three months ended March 31, 2021, total revenue was \$1.6 billion, 5.9 percent greater than last year with 5.3 percent from organic growth. The remaining growth in revenue was attributable to acquired revenues. Out of our primary customer groups, Department of Defense and Federal Civilian revenue increased by \$36.8 million (2.8 percent organic) and \$44.5 million (12.3 percent organic), respectively, compared with the same period a year ago.

The following table summarizes revenue by customer type with related percentages of revenue for the three months ended March 31, 2021 and 2020, respectively:

(dollars in thousands)	Dollar Amount		Percentage of Revenue		Change	
	Three Months Ended March 31,		Three Months Ended March 31,			
	2021	2020	2021	2020	\$	%
Department of Defense	\$ 1,074,056	\$ 1,037,242	69.2%	70.7%	\$ 36,814	3.5%
Federal Civilian Agencies	405,855	361,320	26.2	24.7	44,535	12.3
Commercial and other	72,007	67,038	4.6	4.6	4,969	7.4
Total	\$ 1,551,918	\$ 1,465,600	100.0%	100.0%	\$ 86,318	5.9%

- DoD revenue includes services and products provided to the U.S. Army, our single largest customer, where our services focus on supporting readiness, tactical military intelligence, and communications systems. DoD revenue also includes contracts with the U.S. Navy and other DoD agencies.
- Federal civilian agencies' revenue primarily includes services and products provided to non-DoD agencies and departments of the U.S. federal government, including intelligence agencies and Departments of Justice, Agriculture, Health and Human Services, and State.
- Commercial and other revenue primarily includes services and products provided to U.S. state and local governments, commercial customers, and certain foreign governments and agencies through our International reportable segment.

Costs of Revenue. For the three months ended March 31, 2021, costs of revenue increased \$46.6 million or 4.9 percent, compared with the same period a year ago. The increase is primarily related to direct and subcontractor labor costs from organic growth on existing programs and acquired contracts and higher other direct costs against our revenue arrangements, partially offset by a reduction in travel related expenses. As a percentage of revenue, costs of revenue were 64.4 percent and 65.1 percent for the three months ended March 31, 2021 and 2020, respectively. The improvement in margins against the comparative period is primarily due to strong program performance and our ability to deliver on certain fixed-price contracts with less costs than originally estimated. In addition, the Company's margins increased from a higher percentage of Technology revenue as compared against the prior period.

Indirect Costs and Selling Expenses. For the three months ended March 31, 2021, indirect costs and selling expenses decreased \$2.1 million or 0.6 percent, compared with the same period a year ago. The decrease is primarily related to reduced labor-related expenses, including lower incentive compensation expense and fringe benefits, and reduced indirect travel, partially offset by increases in bid and proposal (B&P) costs and other professional services.

Depreciation and Amortization. For the three months ended March 31, 2021, depreciation and amortization expense increased \$4.1 million or 15.0 percent, compared with the same period a year ago. The increase is primarily attributable to intangible amortization from recent acquisitions and increased depreciation from the Company's higher average property and equipment balances.

Interest Expense and Other, Net. For the three months ended March 31, 2021, interest expense and other, net decreased \$5.1 million or 36.4 percent, compared with the same period a year ago. The decrease in interest expense is primarily attributable to lower average outstanding debt balances on the Company's Credit Facility and lower interest rates.

Income Tax Expense. For the three months ended March 31, 2021, the effective income tax rate was 15.5 percent compared to 19.1 percent for the same period a year ago. The decrease in the effective income tax rate in the current period was primarily due to an increase in research and development credits for past and current year tax filings.

Results of Operations for the Nine Months Ended March 31, 2021 and 2020

The following table provides our results of operations:

(dollars in thousands)	Dollar Amount		Percentage of Revenue		Change	
	Nine Months Ended		Nine Months Ended			
	2021	2020	2021	2020	\$	%
Revenue	\$ 4,480,135	\$ 4,224,461	100.0%	100.0%	\$ 255,674	6.1%
Operating costs and expenses:						
Costs of revenue	2,887,300	2,737,378	64.5	64.8	149,922	5.5
Indirect costs and selling expenses	1,071,826	1,081,175	23.9	25.6	(9,349)	(0.9)
Depreciation and amortization	93,608	81,888	2.1	1.9	11,720	14.3
Total operating costs and expenses	4,052,734	3,900,441	90.5	92.3	152,293	3.9
Income from operations	427,401	324,020	9.5	7.7	103,381	31.9
Interest expense and other, net	28,021	45,612	0.6	1.1	(17,591)	(38.6)
Income before income taxes	399,380	278,408	8.9	6.6	120,972	43.5
Income tax expense	78,914	50,659	1.7	1.2	28,255	55.8
Net income	\$ 320,466	\$ 227,749	7.2%	5.4%	\$ 92,717	40.7%

Revenue. For the nine months ended March 31, 2021, total revenue was \$4.5 billion, 6.1 percent greater than last year with 5.2 percent from organic growth. The remaining growth in revenue was attributable to acquired revenues. Out of our primary customer groups, Department of Defense and Federal Civilian revenue increased by \$125.9 million (3.3 percent organic) and \$118.7 million (11.0 percent organic), respectively, compared with the same period a year ago.

The following table summarizes revenue by customer type with related percentages of revenue for the nine months ended March 31, 2021 and 2020, respectively:

(dollars in thousands)	Dollar Amount		Percentage of Revenue		Change	
	Nine Months Ended		Nine Months Ended			
	2021	2020	2021	2020	\$	%
Department of Defense	\$ 3,091,126	\$ 2,965,263	69.0%	70.2%	\$ 125,863	4.2%
Federal Civilian Agencies	1,186,068	1,067,342	26.5	25.3	118,726	11.1
Commercial and other	202,941	191,856	4.5	4.5	11,085	5.8
Total	\$ 4,480,135	\$ 4,224,461	100.0%	100.0%	\$ 255,674	6.1%

- DoD revenue includes services and products provided to the U.S. Army, our single largest customer, where our services focus on supporting readiness, tactical military intelligence, and communications systems. DoD revenue also includes contracts with the U.S. Navy and other DoD agencies.
- Federal civilian agencies' revenue primarily includes services and products provided to non-DoD agencies and departments of the U.S. federal government, including intelligence agencies and Departments of Justice, Agriculture, Health and Human Services, and State.
- Commercial and other revenue primarily includes services and products provided to U.S. state and local governments, commercial customers, and certain foreign governments and agencies through our International reportable segment.

Costs of Revenue. For the nine months ended March 31, 2021, costs of revenue increased \$149.9 million or 5.5 percent, compared with the same period a year ago. The increase is primarily related to direct and subcontractor labor costs from organic growth on existing programs and acquired contracts and higher other direct costs against our revenue arrangements, partially offset by a reduction in travel related expenses. As a percentage of revenue, costs of revenue were 64.5 percent and 64.8 percent for the nine months ended March 31, 2021 and 2020, respectively. The improvement in margins against the comparative period is primarily due to strong program performance and our ability to deliver on certain fixed-price contracts with less costs than originally estimated. In addition, the Company's margins increased from a higher percentage of Technology revenue as compared against the prior period.

Indirect Costs and Selling Expenses. For the nine months ended March 31, 2021, indirect costs and selling expenses decreased \$9.3 million or 0.9 percent, compared with the same period a year ago. The decrease is primarily related to reduced B&P costs, indirect travel, and incentive compensation, partially offset by increased indirect labor and other professional services.

Depreciation and Amortization. For the nine months ended March 31, 2021, depreciation and amortization expense increased \$11.7 million or 14.3 percent, compared with the same period a year ago. The increase is primarily attributable to intangible amortization from recent acquisitions and increased depreciation from the Company's higher average property and equipment balances.

Interest Expense and Other, Net. For the nine months ended March 31, 2021, interest expense and other, net decreased \$17.6 million or 38.6 percent, compared with the same period a year ago. The decrease in interest expense is primarily attributable to lower average outstanding debt balances on the Company's Credit Facility and lower interest rates.

Income Tax Expense. For the nine months ended March 31, 2021, the effective income tax rate was 19.8 percent compared to 18.2 percent for the same period a year ago. The increase in the effective income tax rate in the current period was primarily due to a decrease in excess tax benefits related to employee stock-based compensation, partially offset by an increase in research and development credits for past and current year tax filings.

Contract Backlog

The Company's backlog represents total value on our existing contracts that has the potential to be recognized into revenue as work is performed. The Company includes unexercised option years in its backlog amount and excludes task orders that may be issued underneath a multiple award IDIQ vehicle until such task orders are issued.

The Company's backlog as of period end is either funded or unfunded:

- Funded backlog represents contract value appropriated by a customer that is expected to be recognized into revenue.
- Unfunded backlog represents the sum of unappropriated contract value on executed contracts and unexercised option years that is expected to be recognized into revenue.

As of March 31, 2021, the Company had total backlog of \$22.3 billion, compared with \$19.9 billion a year ago, an increase of 12.3 percent. Contract awards were \$1.6 billion for the three months ended March 31, 2021. Funded backlog as of March 31, 2021 was \$3.0 billion, compared with \$2.96 billion a year ago, an increase of 1.3 percent. The total backlog consists of remaining performance obligations (see Note 6) plus unexercised options.

There is no assurance that all funded or potential contract value will result in revenue being recognized. The Company continues to monitor our backlog as it is subject to change from execution of new contracts, contract modifications or extensions, government deobligations, or early terminations. Based on this analysis, an adjustment to the period end balance may be required.

Liquidity and Capital Resources

To date, COVID-19 has not had a significant impact on our liquidity, cash flows or capital resources. However, the continued spread of COVID-19 has led to disruption and volatility in the global capital markets, which, depending on future developments, could impact our capital resources and liquidity in the future.

Existing cash and cash equivalents and cash generated by operations are our primary sources of liquidity, as well as sales of receivables under our MARPA (as defined and discussed in Note 10) and available borrowings under our Credit Facility (as defined in Note 11) described below.

The Company has a \$2,438.4 million Credit Facility, which consists of an \$1,500.0 million Revolving Facility and a \$938.4 million Term Loan. The Revolving Facility is a secured facility that permits continuously renewable borrowings and has subfacilities of \$100.0 million for same-day swing line borrowings and \$25.0 million for stand-by letters of credit. As of March 31, 2021, we had \$1,020.0 million outstanding under the Revolving Facility and no borrowings on the swing line.

The Term Loan is a five-year secured facility under which principal payments are due in quarterly installments of \$11.7 million until the balance is due in full on June 30, 2024. As of March 31, 2021, \$809.4 million was outstanding under the Term Loan.

The interest rates applicable to loans under the Credit Facility are floating interest rates that, at our option, equal a base rate or a Eurodollar rate plus, in each case, an applicable margin based upon our consolidated total leverage ratio.

The Credit Facility requires us to comply with certain financial covenants, including a maximum total leverage ratio and a minimum interest coverage ratio. The Credit Facility also includes customary negative covenants restricting or limiting our ability to guarantee or incur additional indebtedness, grant liens or other security interests to third parties, make loans or investments, transfer assets, declare dividends or redeem or repurchase capital stock or make other distributions, prepay subordinated indebtedness and engage in mergers, acquisitions or other business combinations, in each case except as expressly permitted under the Credit Facility. Since the inception of the Credit Facility, we have been in compliance with all of the financial covenants. A majority of our assets serve as collateral under the Credit Facility.

A summary of the change in cash and cash equivalents is presented below:

	Nine Months Ended March 31,	
	2021	2020
Net cash provided by operating activities	\$ 500,516	\$ 357,825
Net cash used in investing activities	(403,981)	(156,768)
Net cash used in financing activities	(103,546)	(194,627)
Effect of exchange rate changes on cash and cash equivalents	5,366	(1,302)
Net increase (decrease) in cash and cash equivalents	<u>\$ (1,645)</u>	<u>\$ 5,128</u>

Our operating cash flow was \$500.5 million for the nine months ended March 31, 2021. This represents an increase of \$142.7 million or 39.9 percent, from our operating cash flows of \$357.8 million for the nine months ended March 31, 2020. The year-over-year increase primarily relates to increases of \$92.7 million in FY2021 net income, \$52.5 million related to deferrals of employer related social security taxes under the CARES Act, and \$8.6 million of other net favorable working capital changes, partially offset by \$11.1 million decrease in net cash received from the Company's MARPA.

Cash used in investing activities was \$404.0 million and \$156.8 million during the nine months ended March 31, 2021 and 2020, respectively. During the nine months ended March 31, 2021, we paid \$355.5 million for business acquisitions, as compared to \$102.4 million during the same period a year ago. Capital expenditures of \$51.3 million and \$54.3 million during the first nine months of FY2021 and FY2020, respectively, accounted for the remaining funds used in investing activities.

Cash used in financing activities was \$103.5 million and \$194.6 million during the nine months ended March 31, 2021 and 2020, respectively. During the nine months ended March 31, 2021, we had net borrowings under our Credit Facility of \$415.8 million compared to net repayments of \$155.2 million during the same period a year ago. During FY2021, our net borrowings were primarily used to finance the \$500.0 million repurchase of our common stock. During the nine months ended March 31, 2021 and March 31, 2020, we also used cash of \$19.6 million and \$30.6 million, respectively, to pay taxes on equity transactions.

We believe that the combination of internally generated funds, available bank borrowings and cash and cash equivalents on hand will provide the required liquidity and capital resources necessary to fund on-going operations, customary capital expenditures, debt service obligations, share repurchases, and other working capital requirements over the next twelve months. We may in the future seek to borrow additional amounts under a long-term debt security. Over the longer term, our ability to generate sufficient cash flows from operations necessary to fulfill the obligations under the Credit Facility and any other indebtedness we may incur will depend on our future financial performance which will be affected by many factors outside of our control, including worldwide economic and financial market conditions.

Critical Accounting Policies

There have been no significant changes to the Company's critical accounting policies as disclosed in our Annual Report on Form 10-K for the year ended June 30, 2020.

Off-Balance Sheet Arrangements and Contractual Obligations

We have no material off-balance sheet financing arrangements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The interest rates on both the Term Loan and the Revolving Facility are affected by changes in market interest rates. We have the ability to manage these fluctuations in part through interest rate hedging alternatives in the form of interest rate swaps. We have entered into floating-to-fixed interest rate swap agreements for an aggregate notional amount of \$800.0 million related to a portion of our floating rate indebtedness. All remaining balances under our Term Loan, and any additional amounts that may be borrowed under our Revolving Facility, are currently subject to interest rate fluctuations. With every one percent fluctuation in the applicable interest rates, interest expense on our variable rate debt for the nine months ended March 31, 2021 would have fluctuated by approximately \$4.9 million.

Approximately 2.9 percent and 3.0 percent of our total revenue in nine months ended March 31, 2021 and 2020, respectively, was derived from our international operations headquartered in the U.K. Our practice in our international operations is to negotiate contracts in the same currency in which the predominant expenses are incurred, thereby mitigating the exposure to foreign currency exchange fluctuations. It is not possible to accomplish this in all cases; thus, there is some risk that profits will be affected by foreign currency exchange fluctuations. As of March 31, 2021, we held a combination of euros and pounds sterling in the U.K. and the Netherlands equivalent to approximately \$57.3 million. This allows us to better utilize our cash resources on behalf of our foreign subsidiaries, thereby mitigating foreign currency conversion risks.

Item 4. Controls and Procedures

As of the end of the three-month period covered by this report, we carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Exchange Act Rule 13a-15, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer.

The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. The effectiveness of a system of disclosure controls and procedures is subject to various inherent limitations, including cost limitation, judgments used in decision making, assumptions about the likelihood of future events, the soundness of internal controls, and fraud. Due to such inherent limitations, there can be only reasonable, and not absolute, assurance that any system of disclosure controls and procedures will be successful in preventing all errors or fraud, or in making all material information known in a timely manner to appropriate levels of management.

Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that the Company’s disclosure controls and procedures were operating and effective at March 31, 2021.

The Company reports that no changes in its internal controls over financial reporting that have materially affected, or are reasonably likely to materially affect, its internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the three months ended March 31, 2021.

PART II
OTHER INFORMATION

Item 1. Legal Proceedings

Al Shimari, et al. v. L-3 Services, Inc. et al.

Reference is made to Part I, Item 3, Legal Proceedings in the Registrant's Annual Report on Form 10-K for the year ended June 30, 2020 for the most recently filed information concerning the suit filed in the United States District Court for the Southern District of Ohio. The lawsuit names CACI International Inc, CACI Premier Technology, Inc. and former CACI employee Timothy Dugan as Defendants, along with L-3 Services, Inc. Plaintiffs seek, inter alia, compensatory damages, punitive damages, and attorney's fees.

In 2015, Defendant CACI Premier Technology, Inc. moved to dismiss Plaintiffs' claims based upon the political question doctrine. On June 18, 2015, the Court issued an Order granting Defendant CACI Premier Technology, Inc.'s motion to dismiss, and on June 26, 2015 entered a final judgment in favor of Defendant CACI Premier Technology, Inc.

On July 23, 2015, Plaintiffs filed a Notice of Appeal of the district court's June 2015 decision. On October 21, 2016, the Court of Appeals vacated and remanded the District Court's judgment with instructions for the District Court to make further determinations regarding the political question doctrine. The District Court conducted an initial status conference on December 16, 2016. On June 9, 2017, the District Court dismissed Plaintiff Rashid without prejudice from the action based upon his inability to participate. On July 19, 2017, CACI Premier Technology, Inc. filed a motion to dismiss the action on numerous legal grounds. The Court held a hearing on that motion on September 22, 2017, and denied the motion pending issuance of a written decision. On January 17, 2018, CACI filed a third-party complaint naming the United States and John Does 1-60, asserting claims for contribution, indemnification, exoneration and breach of contract in the event that CACI Premier Technology, Inc. is held liable to Plaintiffs, as Plaintiffs are seeking to hold CACI Premier Technology, Inc. liable on a co-conspirator theory and a theory of aiding and abetting. On April 13, 2018, the Court held a hearing on the United States' motion to dismiss and took the matter under advisement. The Court subsequently stayed the part of the action against John Does 1-60.

On April 13, 2018, the Plaintiffs filed a motion to reinstate Plaintiff Rashid, which CACI opposed. On April 20, 2018, the District Court granted that motion subject to Plaintiff Rashid appearing for a deposition. On May 21, 2018, CACI filed a motion to dismiss for lack of subject matter jurisdiction based on a recent Supreme Court decision. On June 25, 2018, the District Court denied that motion. On October 25, 2018, the District Court conducted a pre-trial conference at which the District Court addressed remaining discovery matters, the scheduling for dispositive motions that CACI intends to file, and set a date of April 23, 2019 for trial, if needed, to start. On December 20, 2018, CACI filed a motion for summary judgment and a motion to dismiss based on the state secrets privilege. On January 3, 2019, CACI filed a motion to dismiss for lack of subject matter jurisdiction. On February 15, 2019, the United States filed a motion for summary judgment with respect to CACI's third-party complaint. On February 27, 2019, the District Court denied CACI's motion for summary judgment and motions to dismiss for lack of subject matter jurisdiction and on the state secrets privilege. On February 28, 2019, CACI filed a motion seeking dismissal on grounds of derivative sovereign immunity.

On March 22, 2019, the District Court denied the United States’ motion to dismiss on grounds of sovereign immunity and CACI’s motion to dismiss on grounds of derivative sovereign immunity. The District Court also granted the United States’ motion for summary judgment with respect to CACI’s third-party complaint. On March 26, 2019, CACI filed a Notice of Appeal of the District Court’s March 22, 2019 decision. On April 2, 2019, the U.S. Court of Appeals for the Fourth Circuit issued an Accelerated Briefing Order for the appeal. On April 3, 2019, the District Court issued an Order cancelling the trial schedule and holding matters in abeyance pending disposition of the appeal. On July 10, 2019, the U.S. Court of Appeals for the Fourth Circuit heard oral argument in Spartanburg, South Carolina on CACI’s appeal. On August 23, 2019, the Court of Appeals issued an unpublished opinion dismissing the appeal. A majority of the panel that heard the appeal held that rulings denying derivative sovereign immunity are not immediately appealable even where they present pure questions of law. The panel also ruled, in the alternative, that even if such a ruling was immediately appealable, review was barred because there remained disputes of material fact with respect to CACI’s derivative sovereign immunity defenses. The Court of Appeals subsequently denied CACI’s request for rehearing *en banc*. CACI then filed a motion to stay issuance of the mandate pending the filing of a petition for a writ of *certiorari*. On October 11, 2019, the Court of Appeals, by a 2-1 vote, denied the motion to stay issuance of the mandate. CACI then filed an application to stay issuance of the mandate with Chief Justice Roberts in his capacity as Circuit Justice for the U.S. Court of Appeals for the Fourth Circuit. After CACI filed that application, the Court of Appeals issued the mandate on October 21, 2019, returning jurisdiction to the district court. On October 23, Chief Justice Roberts denied the stay application “without prejudice to applicants filing a new application after seeking relief in the district court.” CACI then filed a motion in the district court to stay the action pending filing and disposition of a petition for a writ of *certiorari*. On November 1, 2019, the district court granted CACI’s motion and issued an Order staying the action until further order of the court. On November 15, 2019, CACI filed a petition for a writ of *certiorari* in the U.S. Supreme Court. On January 27, 2020, the U.S. Supreme Court issued an Order inviting the Solicitor General to file a brief in the case expressing the views of the United States. On August 26, 2020, the Solicitor General filed a brief recommending that CACI’s petition for a writ of *certiorari* be held pending the Supreme Court’s disposition of *Nestle USA, Inc. v. Doe*, cert. granted, No. 19-416 (July 2, 2020), and *Cargill, Inc. v. Doe*, cert. granted, No. 19-453 (July 2, 2020). The United States’ brief recommended that if the Supreme Court’s decisions in *Nestle* and *Cargill* did not effectively eliminate the claims in *Al Shimari*, then the Supreme Court should grant CACI’s petition for a writ of *certiorari*.

Abbass, et al v. CACI Premier Technology, Inc. and CACI International Inc, Case No. 1:13CV1186-LMB/JFA (EDVA)

Reference is made to Part I, Item 3, Legal Proceedings in the Registrant’s Annual Report on Form 10-K for the year ended June 30, 2020 for the most recently filed information concerning the suit filed in the United States District Court for the Eastern District of Virginia. The lawsuit names CACI International Inc and CACI Premier Technology, Inc. as Defendants. Plaintiffs seeks, inter alia, compensatory damages, punitive damages, and attorney’s fees.

Since the filing of Registrant’s report described above, the case remains stayed pending the outcome in the *Al Shimari* appeal.

We are vigorously defending the above-described legal proceedings, and based on our present knowledge of the facts, believe the lawsuits are completely without merit.

Item 1A. Risk Factors

Reference is made to Part I, Item 1A, Risk Factors, in the Registrant's Annual Report on Form 10-K for the year ended June 30, 2020. There have been no material changes from the risk factors described in that report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table provides certain information with respect to our purchases of shares of CACI International Inc's common stock:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased As Part of Publicly Announced Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
January 2021	9,190	\$ 240.31	1,248,072	251,928
February 2021	—	—	—	—
March 2021 (1)	1,689,831	(1)	1,689,831	(1)
Total	<u>1,699,021</u>		<u>2,937,903</u>	

- (1) On March 12, 2021, the Company entered into an accelerated share repurchase agreement (the "ASR Agreement") with JPMorgan. Pursuant to the ASR Agreement, during the quarter ended March 31, 2021, we made an upfront payment of \$500.0 million and received an initial delivery of 1.7 million shares of our common stock which became treasury shares. The final number of shares to be repurchased and the average purchase price will be determined at the end of the applicable purchase period, which will occur prior to the end of the second quarter of FY2022. See Note 19.

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

Not applicable

Item 5. Other Information

None

Item 6. Exhibits

Exhibit No.	Description	Filed with this Form 10-Q	Incorporated by Reference		
			Form	Filing Date	Exhibit No.
10.1	Master Confirmation by and between CACI International Inc and JPMorgan Chase Bank dated March 12, 2021	X			
10.2	Supplemental Confirmation by and between CACI International Inc and JPMorgan Chase Bank dated March 12, 2021	X			
31.1	Section 302 Certification John S. Mengucci	X			
31.2	Section 302 Certification Thomas A. Mutryn	X			
32.1	Section 906 Certification John S. Mengucci	X			
32.2	Section 906 Certification Thomas A. Mutryn	X			
101.INS	XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)				
101.SCH	Inline XBRL Taxonomy Extension Schema Document				
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document				
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				
104	Cover Page Interactive Data File (embedded within the Inline XBRL document and contained in Exhibit 101)				

SIGNATURES

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

CACI International Inc

Registrant

Date: April 22, 2021

By: /s/ John S. Mengucci

John S. Mengucci

President,

Chief Executive Officer and Director

(Principal Executive Officer)

Date: April 22, 2021

By: /s/ Thomas A. Mutryn

Thomas A. Mutryn

Executive Vice President,

Chief Financial Officer and Treasurer

(Principal Financial Officer)

Date: April 22, 2021

By: /s/ Christopher A. Voci

Christopher A. Voci

Senior Vice President, Corporate Controller

and Chief Accounting Officer

(Principal Accounting Officer)

JPMorgan Chase Bank, National Association
New York Branch
383 Madison Avenue
New York, NY, 10179

March 12, 2021

To: CACI International Inc
1100 North Glebe Road
Arlington, VA 22201

Re: Master Confirmation—Uncollared Accelerated Share Repurchase

This master confirmation (this “**Master Confirmation**”), dated as of March 12, 2021, is intended to set forth certain terms and provisions of certain Transactions (each, a “**Transaction**”) entered into from time to time between JPMorgan Chase Bank, National Association (“**JPMorgan**”) and CACI International Inc, a Delaware corporation (“**Counterparty**”). This Master Confirmation, taken alone, is neither a commitment by either party to enter into any Transaction nor evidence of a Transaction. The additional terms of any particular Transaction shall be set forth in a Supplemental Confirmation in the form of Schedule A hereto (a “**Supplemental Confirmation**”), which shall reference this Master Confirmation and supplement, form a part of, and be subject to this Master Confirmation. This Master Confirmation and each Supplemental Confirmation together shall constitute a “Confirmation” as referred to in the Agreement specified below.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the “**Equity Definitions**”), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Master Confirmation. This Master Confirmation and each Supplemental Confirmation evidence a complete binding agreement between Counterparty and JPMorgan as to the subject matter and terms of each Transaction to which this Master Confirmation and such Supplemental Confirmation relate and shall supersede all prior or contemporaneous written or oral communications with respect thereto.

This Master Confirmation and each Supplemental Confirmation supplement, form a part of, and are subject to an agreement in the form of the ISDA 2002 Master Agreement (the “**Agreement**”) as if JPMorgan and Counterparty had executed the Agreement on the date of this Master Confirmation (but without any Schedule except for (i) the election of New York law as the governing law (without reference to its choice of law provisions) and (ii) the election that subparagraph (ii) of Section 2(c) will not apply to the Transactions).

The Transactions shall be the sole Transactions under the Agreement. If there exists any ISDA Master Agreement between JPMorgan and Counterparty or any confirmation or other agreement between JPMorgan and Counterparty pursuant to which an ISDA Master Agreement is deemed to exist between JPMorgan and Counterparty, then notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which JPMorgan and Counterparty are parties, the Transactions shall not be considered Transactions under, or otherwise governed by, such existing or deemed ISDA Master Agreement, and the occurrence of any Event of Default or Termination Event under the Agreement with respect to either party or any Transaction shall not, by itself, give rise to any right or obligation under any such other agreement or deemed agreement. Notwithstanding anything to the contrary in any other agreement between the parties or their Affiliates, the Transactions shall not be “Specified Transactions” (or similarly treated) under any other agreement between the parties or their Affiliates.

All provisions contained or incorporated by reference in the Agreement shall govern this Master Confirmation and each Supplemental Confirmation except as expressly modified herein or in the related Supplemental Confirmation.

If, in relation to any Transaction to which this Master Confirmation and a Supplemental Confirmation relate, there is any inconsistency between the Agreement, this Master Confirmation, such Supplemental Confirmation and the Equity Definitions, the following will prevail for purposes of such Transaction in the order of precedence indicated: (i) such Supplemental Confirmation; (ii) this Master Confirmation; (iii) the Equity Definitions; and (iv) the Agreement.

1. Each Transaction constitutes a Share Forward Transaction for the purposes of the Equity Definitions. Set forth below are the terms and conditions that, together with the terms and conditions set forth in the Supplemental Confirmation relating to any Transaction, shall govern such Transaction.

General Terms.

Trade Date:	For each Transaction, as set forth in the related Supplemental Confirmation.
Buyer:	Counterparty
Seller:	JPMorgan
Shares:	The common stock of Counterparty, par value USD 0.10 per share (Exchange symbol "CACI").
Exchange:	The New York Stock Exchange
Related Exchange(s):	All Exchanges.
Prepayment/Variable Obligation:	Applicable
Prepayment Amount:	For each Transaction, as set forth in the related Supplemental Confirmation.
Prepayment Date:	For each Transaction, as set forth in the related Supplemental Confirmation.

Valuation.

VWAP Price:	For any Exchange Business Day, the volume-weighted average price at which the Shares trade as reported in the composite transactions for United States exchanges and quotation systems, during the regular trading session for the Exchange on such Exchange Business Day, excluding (i) trades that do not settle regular way, (ii) opening (regular way) reported trades in the consolidated system on such Exchange Business Day, (iii) trades that occur in the last ten minutes before the scheduled close of trading on the Exchange on such Exchange Business Day and ten minutes before the scheduled close of the primary trading in the market where the trade is effected, and (iv) trades on such Exchange Business Day that do not satisfy the requirements of Rule 10b-18(b)(3) under the Securities Exchange Act of 1934, as amended (the " Exchange Act "), as determined in good faith by the Calculation Agent (all such trades other than any trades described in clauses (i) to (iv) above, " Rule 10b-18 Eligible Transactions "). Counterparty acknowledges that the Calculation Agent shall refer to the Bloomberg Page "CACI US <Equity> AQR SEC" (or any successor thereto), in its judgment, for such Exchange Business Day to determine the VWAP Price in its commercially reasonable judgment, absent manifest error or unavailability of such page (or a successor thereto).
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Forward Price:	For each Transaction, the arithmetic average of the VWAP Prices for all of the Exchange Business Days in the Calculation Period for such Transaction, subject to “Valuation Disruption” below.
Forward Price Adjustment Amount:	For each Transaction, as set forth in the related Supplemental Confirmation.
Calculation Period:	For each Transaction, the period from, and including, the Calculation Period Start Date for such Transaction to, and including, the Termination Date for such Transaction.
Calculation Period Start Date:	For each Transaction, as set forth in the related Supplemental Confirmation.
Termination Date:	For each Transaction, the Scheduled Termination Date for such Transaction; provided that JPMorgan shall have the right to designate any Exchange Business Day on or after the First Acceleration Date to be the Termination Date for all or any part of such Transaction (an “ Accelerated Termination Date ”) by delivering notice (an “ Acceleration Notice ”) to Counterparty of any such designation prior to 6:00 p.m. (New York City time) on the Exchange Business Day immediately following the designated Accelerated Termination Date. JPMorgan shall specify in each Acceleration Notice the portion of the Prepayment Amount that is subject to acceleration (which may be less than the full Prepayment Amount). If the portion of the Prepayment Amount that is subject to acceleration is less than the full Prepayment Amount, then the Calculation Agent shall make such mechanical or administrative adjustments to the terms of the Transaction (including adjusting the Prepayment Amount that remains subject to the Transaction) as appropriate in order to take into account the occurrence of such Accelerated Termination Date (including cumulative adjustments to take into account all prior Accelerated Termination Dates).
Scheduled Termination Date:	For each Transaction, as set forth in the related Supplemental Confirmation, subject to postponement as provided in “Valuation Disruption” below.
First Acceleration Date:	For each Transaction, as set forth in the related Supplemental Confirmation.
Valuation Disruption:	The definition of “Market Disruption Event” in Section 6.3(a) of the Equity Definitions is hereby amended by deleting the words “at any time during the one-hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be” and inserting the words “at any time on any Scheduled Trading Day during the Calculation Period or Settlement Valuation Period” after the word “material,” in the third line thereof.

Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term “Scheduled Closing Time” in the fourth line thereof.

Notwithstanding anything to the contrary in the Equity Definitions, to the extent that a Disrupted Day occurs (i) in the Calculation Period, the Calculation Agent may, in its good faith and commercially reasonable discretion, postpone the Scheduled Termination Date by no more than such number of Disrupted Days, or (ii) in the Settlement Valuation Period, the Calculation Agent may, in its commercially reasonable discretion, extend the Settlement Valuation Period by no more than such number of Disrupted Days. The Calculation Agent shall also determine, in its commercially reasonable discretion, whether (i) such Disrupted Day is a Disrupted Day in full, in which case the VWAP Price for such Disrupted Day shall not be included for purposes of determining the Forward Price or the Settlement Price, as the case may be, or (ii) such Disrupted Day is a Disrupted Day only in part, in which case the VWAP Price for such Disrupted Day shall be determined by the Calculation Agent based on Rule 10b-18 Eligible Transactions in the Shares on such Disrupted Day taking into account the nature and duration of the relevant Market Disruption Event, and the weighting of the VWAP Price for the relevant Exchange Business Days during the Calculation Period or the Settlement Valuation Period, as the case may be, shall be adjusted in a commercially reasonable manner by the Calculation Agent for purposes of determining the Forward Price or the Settlement Price, as the case may be, with such adjustments based on, the duration of any Market Disruption Event and the volume, historical trading patterns and price of the Shares. Any Exchange Business Day on which, as of the date hereof, the Exchange is scheduled to close prior to its normal close of trading shall be deemed not to be an Exchange Business Day; if a closure of the Exchange prior to its normal close of trading on any Exchange Business Day is scheduled following the date hereof, then such Exchange Business Day shall be deemed to be a Disrupted Day in full. The Calculation Agent shall use good faith efforts to notify Counterparty in writing of (i) the circumstances giving rise to such Disrupted Day and (ii) any such weighting, extension or suspension, each case, as soon as reasonably practicable after the occurrence of such Disrupted Day.

If a Disrupted Day occurs during the Calculation Period for any Transaction or the Settlement Valuation Period for any Transaction, as the case may be, and each of the nine immediately following Scheduled Trading Days is a Disrupted Day (a “**Disruption Event**”), then the Calculation Agent, in its good faith and commercially reasonable discretion, may deem such Disruption Event (and each consecutive Disrupted Day thereafter) to be either (x) a Potential Adjustment Event in respect of such Transaction or (y) an Additional Termination Event in respect of such Transaction, with Counterparty as the sole

Affected Party and such Transaction as the sole Affected Transaction.

Settlement Terms.

Settlement Procedures:

For each Transaction:

- (i) if the Number of Shares to be Delivered for such Transaction is positive, Physical Settlement shall be applicable to such Transaction; *provided* that JPMorgan does not, and shall not, make the agreement or the representations set forth in Section 9.11 of the Equity Definitions related to the restrictions imposed by applicable securities laws with respect to any Shares delivered by JPMorgan to Counterparty under any Transaction that arise as a result of the fact that Counterparty is the issuer of the Shares; or
- (ii) if the Number of Shares to be Delivered for such Transaction is negative, then the Counterparty Settlement Provisions in Annex A hereto shall apply to such Transaction.

Number of Shares to be Delivered:

For each Transaction, a number of Shares (rounded down to the nearest whole number) equal to (a)(i) the Prepayment Amount for such Transaction, *divided by* (ii)(A) the Forward Price for such Transaction *minus* (B) the Forward Price Adjustment Amount for such Transaction, *minus* (b) the number of Initial Shares for such Transaction; *provided* that if the result of the calculation in clause (a)(ii) is equal to or less than the Floor Price for such Transaction, then the Number of Shares to be Delivered for such Transaction shall be determined as if clause (a)(ii) were replaced with “(ii) the Floor Price for such Transaction”. For the avoidance of doubt, if the Forward Price Adjustment Amount for any Transaction is a negative number, clause (a)(ii) of the immediately preceding sentence shall be equal to (A) the Forward Price for such Transaction, *plus* (B) the absolute value of the Forward Price Adjustment Amount.

Floor Price:

For each Transaction, as set forth in the related Supplemental Confirmation.

Excess Dividend Amount:

For the avoidance of doubt, all references to the Excess Dividend Amount shall be deleted from Section 9.2(a)(iii) of the Equity Definitions.

Settlement Date:

For each Transaction, if the Number of Shares to be Delivered for all or such portion of such Transaction is positive (x) in the case of an Accelerated Termination Date, the date that is one Settlement Cycle immediately following the date on which JPMorgan delivers the relevant Acceleration Notice and (y) in the case of a Termination Date occurring on the Scheduled Termination Date, the date that is one Settlement Cycle immediately following the Termination Date, in either case, for all or such portion of such Transaction (the final Settlement Date, the “**Final Settlement Date**”).

Settlement Currency:	USD
Initial Share Delivery:	For each Transaction, JPMorgan shall deliver a number of Shares equal to the Initial Shares for such Transaction to Counterparty on the Initial Share Delivery Date for such Transaction in accordance with Section 9.4 of the Equity Definitions, with such Initial Share Delivery Date deemed to be a “Settlement Date” for purposes of such Section 9.4.
Initial Share Delivery Date:	For each Transaction, as set forth in the related Supplemental Confirmation.
Initial Shares:	For each Transaction, as set forth in the related Supplemental Confirmation.
<u>Share Adjustments.</u>	
Potential Adjustment Event:	Notwithstanding anything to the contrary in Section 11.2(e) of the Equity Definitions, repurchases effected in accordance with Section 9 below shall not constitute a Potential Adjustment Event. In addition to the events described in Section 11.2(e) of the Equity Definitions, it shall constitute an additional Potential Adjustment Event if (x) the Scheduled Termination Date for any Transaction is postponed pursuant to “Valuation Disruption” above (including, for the avoidance of doubt, pursuant to Section 7 hereof), (y) a Regulatory Disruption as described in Section 7 hereof occurs or (z) a Disruption Event occurs. In the case of any event described in clause (x), (y) or (z) above occurs, the Calculation Agent may, in its commercially reasonable discretion, adjust any relevant terms of such Transaction in a commercially reasonable manner as necessary to preserve as nearly as practicable the fair value of such Transaction prior to such postponement, Regulatory Disruption or Disruption Event, as the case may be.
Excess Dividend:	For any calendar quarter, any dividend or distribution on the Shares with an ex-dividend date occurring during such calendar quarter (other than any dividend or distribution of the type described in Section 11.2(e)(i) or Section 11.2(e)(ii)(A) of the Equity Definitions or any Extraordinary Dividend) (a “ Dividend ”) the amount or value of which per Share (as determined by the Calculation Agent), when aggregated with the amount or value (as determined by the Calculation Agent) of any and all previous Dividends with ex-dividend dates occurring in the same calendar quarter, exceeds the Ordinary Dividend Amount. “ Extraordinary Dividend ” means the per Share cash dividend or distribution, or a portion thereof, declared by Counterparty on the Shares that is classified by the board of directors of Counterparty as an “extraordinary” dividend.

Consequences of Excess Dividend:	The declaration by Counterparty of any Excess Dividend, the ex-dividend date for which occurs or is scheduled to occur during the Relevant Dividend Period for any Transaction, may, at JPMorgan's election in its commercially reasonable discretion, either (x) constitute an Additional Termination Event in respect of such Transaction, with Counterparty as the sole Affected Party and such Transaction as the sole Affected Transaction or (y) result in an adjustment, by the Calculation Agent, to the Floor Price in a commercially reasonable manner as the Calculation Agent determines appropriate to preserve as nearly practicable the fair value of such Transaction after taking into account such Excess Dividend. For the avoidance of doubt, any amount calculated pursuant to Section 6 of the Agreement shall not reflect the value associated with such Excess Dividend.
Ordinary Dividend Amount:	For each Transaction, as set forth in the related Supplemental Confirmation.
Method of Adjustment:	Calculation Agent Adjustment
Early Ordinary Dividend Payment:	For each Transaction, if an ex-dividend date for any Dividend that is not (x) an Excess Dividend, (y) a dividend or distribution of the type described in Section 11.2(e)(i) or Section 11.2(e)(ii)(A) of the Equity Definitions or (z) an Extraordinary Dividend, occurs during any calendar quarter occurring (in whole or in part) during the Relevant Dividend Period for such Transaction and is prior to the Scheduled Ex-Dividend Date for such Transaction for the relevant calendar quarter (as determined by the Calculation Agent), the Calculation Agent shall make such adjustment in a commercially reasonable manner to the exercise, settlement, payment or any other terms of the relevant Transaction as the Calculation Agent determines appropriate to preserve the fair value of such Transaction after taking into account solely the timing of such Dividend. For the avoidance of doubt, such adjustment is designed to capture the economic effect on such Transaction of the change in timing of such Dividend, but will not reflect the value associated with any of such Dividend declared or paid by the Counterparty to holders of record of any Shares.
Scheduled Ex-Dividend Dates:	For each Transaction, as set forth in the related Supplemental Confirmation for each calendar quarter.
Relevant Dividend Period:	For each Transaction, the period from, and including, the Trade Date for such Transaction to, and including, the Relevant Dividend Period End Date for such Transaction.
Relevant Dividend Period End Date:	For each Transaction, if the Number of Shares to be Delivered for such Transaction is negative, the last day of the Settlement Valuation Period; otherwise, the Termination Date for such Transaction.

Extraordinary Events.

Consequences of Merger Events:

- | | |
|-------------------------|--------------------------|
| (a) Share-for-Share: | Cancellation and Payment |
| (b) Share-for-Other: | Cancellation and Payment |
| (c) Share-for-Combined: | Cancellation and Payment |

Tender Offer:

Applicable; *provided* that Section 12.1(d) of the Equity Definitions shall be amended by replacing (a) “10%” in the third line thereof with “20%” and (b) the words “voting shares” with the word “Shares”.

Consequences of Tender Offers:

- | | |
|-------------------------|---------------------------------------|
| (a) Share-for-Share: | Modified Calculation Agent Adjustment |
| (b) Share-for-Other: | Modified Calculation Agent Adjustment |
| (c) Share-for-Combined: | Modified Calculation Agent Adjustment |

Nationalization, Insolvency or Delisting:

Cancellation and Payment; *provided* that in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.

Additional Disruption Events:

- | | |
|-------------------------|--|
| (a) Change in Law: | Applicable; <i>provided</i> that (a) Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase “the interpretation” in the third line thereof with the phrase “, or public announcement of, the formal or informal interpretation”, and (ii) replacing the word “Shares” where it appears in clause (X) thereof with the words “Hedge Positions” and (b) JPMorgan shall not terminate any “Transaction” for a Change in Law referred to in clause (Y) of Section 12.9(a)(ii) of the Equity Definitions except to the extent it is exercising its right to terminate as a result of such “Change in Law” with respect to other similarly situated counterparties in respect of similar transactions; <i>provided further</i> that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by replacing the parenthetical beginning after the word “regulation” in the second line thereof with the words “(including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute)”. |
| (b) Failure to Deliver: | Applicable |

(c) Insolvency Filing:	Applicable
(d) Loss of Stock Borrow:	Applicable
Maximum Stock Loan Rate:	For each Transaction, as set forth in the related Supplemental Confirmation.
(e) Increased Cost of Stock Borrow:	Applicable
Initial Stock Loan Rate:	For each Transaction, as set forth in the related Supplemental Confirmation.
Hedging Party:	For all relevant Additional Disruption Events, JPMorgan; provided that, upon written request from Counterparty, JPMorgan shall promptly (and, in any event, within five Exchange Business Days of such request) provide Counterparty with a written explanation describing in reasonable detail any determination or calculation made by JPMorgan as Hedging Party (but without disclosing JPMorgan's confidential or proprietary models or other information that may be confidential, proprietary or subject to contractual, legal or regulatory obligations to not disclose such information).
Determining Party:	For all relevant Additional Disruption Events, JPMorgan; provided that, upon written request from Counterparty, JPMorgan shall promptly (and, in any event, within five Exchange Business Days of such request) provide Counterparty with a written explanation describing in reasonable detail any determination or calculation made by JPMorgan as Determining Party (but without disclosing JPMorgan's confidential or proprietary models or other information that may be confidential, proprietary or subject to contractual, legal or regulatory obligations to not disclose such information).
Hedging Adjustments:	For the avoidance of doubt, whenever the Calculation Agent, Hedging Party or Determining Party is called upon to make an adjustment or calculation pursuant to the terms of this Master Confirmation or the Equity Definitions to take into account the effect of an event, the Calculation Agent, Hedging Party or Determining Party shall make such adjustment or calculation in a commercially reasonable manner and by reference to the effect of such event on JPMorgan, assuming that JPMorgan maintains a commercially reasonable Hedge Position.

Non-Reliance/Agreements and
Acknowledgements Regarding
Hedging Activities/Additional
Acknowledgements:

Applicable

2.

Calculation Agent.JPMorgan. Whenever the Calculation Agent is required to act or to exercise judgment in any way with respect to any Transaction hereunder, it will do so in good faith and in a commercially reasonable manner.

Following the occurrence and during the continuation of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with respect to which JPMorgan is the Defaulting Party, Counterparty shall have the right to designate an independent, nationally recognized equity derivatives dealer to replace JPMorgan as Calculation Agent, and the parties hereto shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent.

Following any determination, adjustment or calculation by the Calculation Agent, the Calculation Agent will, upon written request by Counterparty, promptly (and, in any event, within five Exchange Business Days of such request) provide to Counterparty a report (in a commonly used file format for the storage and manipulation of financial data but without disclosing JPMorgan's confidential or proprietary models or other information that may be confidential, proprietary or subject to contractual, legal or regulatory obligations to not disclose such information) displaying in reasonable detail the basis for such determination, adjustment or calculation, as the case may be.

3.

Account Details.

(a) Account for payments to Counterparty: Counterparty to provide.

Account for delivery of Shares to Counterparty: Counterparty to provide.

(b) Account for payments to JPMorgan:

Bank:	JPMorgan Chase Bank, N.A.
ABA#:	021000021
Acct No.:	099997979
Beneficiary:	JPMorgan Chase Bank, N.A. New York
Ref:	Derivatives

Account for delivery of Shares to JPMorgan:

DTC 0352

4.

Offices.

(a) The Office of Counterparty for each Transaction is: Inapplicable, Counterparty is not a Multibranch Party.

- (b) The Office of JPMorgan for each Transaction is: New York

JPMorgan Chase Bank, National Association
New York Branch
383 Madison Avenue
New York, NY, 10179

5. Notices.

- (a) Address for notices or communications to Counterparty:

CACI International Inc
1100 North Glebe Road
Arlington, VA 22201
Attention: Thomas Mutryn
(Executive Vice President, Chief Financial Officer and Treasurer)
Telephone No.: 703-841-4488
Email Address: tmutryn@caci.com

With a copy to:

Attention: William Koegel
(Executive Vice President, General Counsel and Secretary)
Telephone No.: 703-841-7810
Email Address: wkoegel@caci.com

- (b) Address for notices or communications to JPMorgan:

JPMorgan Chase Bank, National Association
EDG Marketing Support
Email: edg_notices@jpmorgan.com
edg_ny_corporate_sales_support@jpmorgan.com

With a copy to:

Attention: Brett Chalmers
Title: Vice President
Telephone No.: (212) 622-2252
Email Address: brett.chalmers@jpmorgan.com

6. Representations, Warranties and Agreements.

- (a) *Additional Representations, Warranties and Covenants of Each Party.* In addition to the representations, warranties and covenants in the Agreement, each party represents, warrants and covenants to the other party that:

- (i) It is an “eligible contract participant” (as such term is defined in the Commodity Exchange Act, as amended).
- (ii) The offer and sale of each Transaction to it is intended to be exempt from registration under the Securities Act of 1933, as amended (the “**Securities Act**”), by virtue of Section 4(a)(2) thereof. Accordingly, each party represents and warrants to the other that (A) it has the financial ability to bear the economic risk of its investment in each Transaction and is able to bear a total loss of its investment, (B) it is an “accredited investor” as that term is defined under Regulation D under the Securities Act and (C) the disposition of each Transaction is restricted under this Master Confirmation, the Securities Act and state securities laws.

- (b) *Additional Representations, Warranties and Covenants of Counterparty.* In addition to the representations, warranties and covenants in the Agreement, Counterparty represents, warrants and covenants to JPMorgan that:
- (i) As of the Trade Date for each Transaction hereunder, (A) such Transaction is being entered into pursuant to a publicly disclosed Share buy-back program approved by its board of directors, and (B) there is no internal policy of Counterparty, whether written or oral, that would prohibit Counterparty from entering into any aspect of such Transaction, including, without limitation, the purchases of Shares to be made pursuant to such Transaction.
 - (ii) As of the Trade Date for each Transaction hereunder, the purchase or writing of such Transaction and the transactions contemplated hereby will not violate Rule 13e-1 or Rule 13e-4 under the Exchange Act.
 - (iii) As of the Trade Date for each Transaction hereunder, it is not entering into such Transaction, and as of the date of any election pursuant to Section 15 or the Settlement Method Election contained in the Counterparty Settlement Provisions Annex A hereto with respect to any Transaction hereunder, it is not making such election, in each case (A) on the basis of, and is not aware of, any material non-public information regarding Counterparty or the Shares, (B) in anticipation of, in connection with, or to facilitate, a distribution of its securities, a self tender offer or a third-party tender offer in violation of the Exchange Act or (C) to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares).
 - (iv) Counterparty (A) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (B) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (C) has total assets of at least USD 50,000,000 as of the date hereof.
 - (v) As of the Trade Date for each Transaction hereunder, Counterparty is in compliance with its reporting obligations under the Exchange Act .
 - (vi) (A) The Shares are not, as of the Calculation Period Start Date, and (B) Counterparty will not, at any time during any Regulation M Period (as defined below) for any Transaction, cause the Shares to be, subject to a “restricted period” (as defined in Regulation M promulgated under the Exchange Act) unless, in the case of clause (B), Counterparty has provided written notice to JPMorgan of such restricted period not later than the Scheduled Trading Day immediately preceding the first day of such “restricted period”; Counterparty acknowledges that any such notice may cause a Disrupted Day to occur pursuant to Section 7 hereof; accordingly, Counterparty acknowledges that its delivery of such notice must comply with the standards set forth in Section 8 hereof. Counterparty is not currently contemplating any “distribution” (as defined in Regulation M promulgated under the Exchange Act) of Shares, or any security for which Shares are a “reference security” (as defined in Regulation M promulgated under the Exchange Act). “**Regulation M Period**” means, for any Transaction, (A) the Relevant Period (as defined below) for such Transaction, (B) the Settlement Valuation Period, if any, for such Transaction and (C) the Seller Termination Purchase Period (as defined below), if any, for such Transaction. “**Relevant Period**” means, for any Transaction, the period commencing on the Calculation Period Start Date for such Transaction and ending on the later of (1) the earlier of (x) the Scheduled Termination Date and (y) the last Additional Relevant Day (as specified in the related Supplemental Confirmation) for such Transaction, or such earlier day as elected by JPMorgan and communicated to Counterparty on such day (or, if later, the First Acceleration Date without regard to any acceleration thereof pursuant to “Special Provisions for Acquisition Transaction Announcements” below) and (2) if Section 15

hereof is applicable to such Transaction, the date on which all deliveries owed pursuant to such Section 15 have been made.

- (vii) As of the Trade Date, the Prepayment Date and the Initial Share Delivery Date for each Transaction, Counterparty is not “insolvent” (as such term is defined under Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the “**Bankruptcy Code**”)) and Counterparty would be able to purchase a number of Shares with a value equal to the Prepayment Amount in compliance with the laws of the jurisdiction of Counterparty’s incorporation.
- (viii) Counterparty is not, and after giving effect to each Transaction will not be, required to register as an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.
- (ix) Counterparty has not entered, and will not enter, into any repurchase transaction with respect to the Shares (or any security convertible into or exchangeable for the Shares) (including, without limitation, any agreements similar to the Transactions described herein) where any initial hedge period, calculation period, relevant period, settlement valuation period or seller termination purchase period (each however defined) in such other transaction will overlap at any time (including, without limitation, as a result of extensions in such initial hedge period, calculation period, relevant period, settlement valuation period or seller termination purchase period as provided in the relevant agreements) with any Relevant Period, any Settlement Valuation Period (if applicable) or any Seller Termination Purchase Period (if applicable) under this Master Confirmation, except pursuant to any such other agreements entered into with JPMorgan. In the event that the initial hedge period, relevant period, calculation period or settlement valuation period in any other transaction overlaps with any Relevant Period, any Settlement Valuation Period (if applicable) or any Seller Termination Purchase Period (if applicable) under this Master Confirmation as a result of any postponement of the Scheduled Termination Date or extension of the Settlement Valuation Period pursuant to “Valuation Disruption” above or any analogous provision in such other transaction, except pursuant to any such other transaction entered into with JPMorgan, Counterparty shall promptly amend such other transaction to avoid any such overlap. Notwithstanding the foregoing, nothing in this Section 6(b)(ix) shall prohibit or apply to the repurchase of Shares by Counterparty from holders of awards granted under Counterparty’s equity incentive plans for the purpose of paying the tax withholding obligations arising from vesting of, or paying the exercise price in connection with the exercise of, or reacquiring Shares as a result of the forfeiture of, any such awards (collectively, “Permitted Equity Incentive Plan Purchases”).
- (x) Upon request by JPMorgan, Counterparty shall, at least one day prior to the first day of, the Calculation Period, the Settlement Valuation Period, if any, or the Seller Termination Purchase Period, if any, for any Transaction), as applicable, notify JPMorgan of the total number of Shares purchased in Rule 10b-18 purchases of blocks pursuant to the once-a-week block exception set forth in paragraph (b)(4) of Rule 10b-18 under the Exchange Act (“**Rule 10b-18**”) by or for Counterparty or any of its “affiliated purchasers” (as defined in Rule 10b-18) during each of the four calendar weeks preceding such day and during the calendar week in which such day occurs (“Rule 10b-18 purchase” and “blocks” each being used as defined in Rule 10b-18), which notice shall be substantially in the form set forth in Schedule B hereto.
- (xi) As of the Trade Date for each Transaction hereunder, there has not been any Merger Announcement (as defined below) with respect to any Merger Transaction that is still pending.
- (xii) The assets of Counterparty do not constitute “plan assets” under the Employee Retirement Income Security Act of 1974, as amended, the Department of Labor Regulations promulgated thereunder or similar law.

(c) *Additional Representations, Warranties and Covenants of JPMorgan.*

- (i) In addition to the covenants in the Agreement and herein, JPMorgan agrees to use commercially reasonable efforts, during the Calculation Period and any Settlement Valuation Period for any Transaction, to make all purchases of Shares in connection with such Transaction in a manner that would comply with the limitations set forth in clauses (b)(1), (b)(2), (b)(3) and (b)(4) and (c) of Rule 10b-18, as if such rule were applicable to such purchases and taking into account any applicable Securities and Exchange Commission no action letters as appropriate, and subject to any delays between the execution and reporting of a trade of the Shares on the Exchange and other circumstances beyond JPMorgan's control; provided that, during the Calculation Period, the foregoing agreement shall not apply to purchases made to dynamically hedge for JPMorgan's own account or the account of its affiliate(s) the optionality arising under a Transaction (including, for the avoidance of doubt, timing optionality). Notwithstanding the foregoing, JPMorgan shall not be responsible for any failure to comply with (i) Rule 10b-18(b)(1) to the extent that Counterparty has failed to comply with Section 9 hereof or (ii) Rule 10b-18(b)(3) to the extent any transaction that was executed (or deemed to be executed) by or on behalf of Counterparty or an "affiliated purchaser" (as defined under Rule 10b-18) pursuant to a separate agreement is not deemed to be an "independent bid" or an "independent transaction" for purposes of Rule 10b-18(b)(3).
- (ii) In connection with each Transaction, JPMorgan represents and warrants to Counterparty that it has not, at any time prior to execution of the Supplemental Confirmation for such Transaction, entered into or discussed any offsetting transaction(s) in respect of such Transaction with any third party (other than discussions with its outside counsel).
- (iii) Within one Exchange Business Day of purchasing any Shares on behalf of Counterparty pursuant to the once-a-week block exception set forth in paragraph (b)(4) of Rule 10b-18, JPMorgan shall notify Counterparty of the total number of Shares so purchased.

7. **Regulatory Disruption.** In the event that JPMorgan concludes, in its reasonable, good faith discretion, based on advice of counsel, that it is appropriate with respect to any legal, regulatory or self-regulatory requirements or related policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by JPMorgan, so long as such requirements, policies or procedures are related to legal, regulatory or self-regulatory issues and are generally applicable in similar situations and applied to any Transaction hereunder in a non-discriminatory manner), for it to refrain from or decrease any market activity in order to maintain, establish or unwind a commercially reasonable hedge position on any Scheduled Trading Day or Days during the Calculation Period or, if applicable, the Settlement Valuation Period, JPMorgan may by written notice to Counterparty elect to deem that a Market Disruption Event has occurred and will be continuing on such Scheduled Trading Day or Days. For the avoidance of doubt, JPMorgan shall make its determination pursuant to the first sentence of this section in a manner consistent with determinations made with respect to other issuers under similar facts and circumstances.

8. **10b5-1 Plan.** Counterparty represents, warrants and covenants to JPMorgan that:

- (a) Counterparty is entering into this Master Confirmation and each Transaction hereunder in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 under the Exchange Act ("**Rule 10b5-1**") or any other antifraud or anti-manipulation provisions of the federal or applicable state securities laws and that it has not entered into or altered and will not enter into or alter any corresponding or hedging transaction or position with respect to the Shares. Counterparty acknowledges that it is the intent of the parties that each Transaction entered into under this Master Confirmation satisfy the requirements of paragraphs (c)(1)(i)(A) and (B) of Rule 10b5-1 and each Transaction entered into under this Master Confirmation shall be interpreted so as to satisfy the requirements of Rule 10b5-1(c).
- (b) During the Calculation Period and the Settlement Valuation Period, if any, for any Transaction and in connection with the delivery of any Alternative Delivery Units for any Transaction, JPMorgan (or its agent or Affiliate) may effect transactions in Shares in connection with such Transaction. The timing of such transactions by JPMorgan, the price paid or received per Share pursuant to such

transactions and the manner in which such transactions are made, including, without limitation, whether such transactions are made on any securities exchange or privately, shall be within the sole judgment of JPMorgan (subject, for the avoidance of doubt, to the express requirements of Section 6(c)(i)). Counterparty acknowledges and agrees that all such transactions shall be made in JPMorgan's sole judgment and for JPMorgan's own account.

- (c) Counterparty does not have, and shall not attempt to exercise, any control or influence over how, when or whether JPMorgan (or its agent or Affiliate) makes any "purchases or sales" (within the meaning of Rule 10b5-1(c)(1)(i)(B)(3)) in connection with any Transaction, including, without limitation, over how, when or whether JPMorgan (or its agent or Affiliate) enters into any hedging transactions. Counterparty represents and warrants that it has consulted with its own advisors as to the legal aspects of its adoption and implementation of this Master Confirmation and each Supplemental Confirmation under Rule 10b5-1.
- (d) Counterparty acknowledges and agrees that any amendment, modification, waiver or termination of this Master Confirmation or any Supplemental Confirmation must be effected in a manner consistent with Rule 10b5-1(c). Without limiting the generality of the foregoing, any such amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5, and no such amendment, modification or waiver shall be made at any time at which Counterparty or any officer, director, manager or similar person of Counterparty is aware of any material non-public information regarding Counterparty or the Shares.
- (e) Counterparty shall not, directly or indirectly, communicate any information relating to the Shares or any Transaction (including, without limitation, any notices required by Section 10(a) hereof) to any employee of JPMorgan, other than as set forth in the Communications Procedures attached as Annex B hereto.

9. **Counterparty Purchases.** Counterparty (or any "affiliated purchaser" as defined in Rule 10b-18) shall not, without the prior written consent of JPMorgan, directly or indirectly (including, without limitation, by means of a derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or equivalent interest, including, without limitation, a unit of beneficial interest in a trust or limited partnership or a depository share), listed contracts on the Shares or securities that are convertible into, or exchangeable or exercisable for Shares (including, without limitation, any Rule 10b-18 purchases of blocks (as defined in Rule 10b-18)) during any Relevant Period, any Settlement Valuation Period (if applicable) or any Seller Termination Purchase Period (if applicable), under this Master Confirmation, except through JPMorgan (and, for the avoidance of doubt, JPMorgan shall not be obligated to effect any such purchases). If JPMorgan is requested, and agrees, to make any such purchases, JPMorgan will cooperate in good faith with Counterparty to execute mutually acceptable documentation pursuant to which JPMorgan shall make any such purchases. Notwithstanding the foregoing, (i) an agent independent of Counterparty may purchase Shares effected by or for an issuer plan in accordance with the requirements of Section 10b-18(a)(13)(ii) under the Exchange Act (with "issuer plan" and "agent independent of Counterparty" each being used herein as defined in Rule 10b-18) and (ii) Counterparty or any "affiliated purchaser" may purchase Shares in (x) unsolicited transactions or (y) privately negotiated (off-market) transactions, in each case, so long as, (A) such transactions would not reasonably be expected to result in any market purchases and (B) such transactions are not "Rule 10b-18 purchases" (as defined in Rule 10b-18), in each case, without the consent of JPMorgan. In addition, nothing in this Section 9 shall prohibit or apply to Permitted Equity Incentive Plan Purchases or to any other acquisition, exercise, exchange or other transaction in connection with awards under any equity incentive plan or program of Counterparty, so long as, in each case, such purchase, acquisition, exercise, exchange or other transaction would not reasonably be expected to result in any market purchases.

10. **Special Provisions for Merger Transactions.** Notwithstanding anything to the contrary herein or in the Equity Definitions:

- (a) Counterparty agrees that it:
 - (i) will not during the period commencing on the Trade Date for any Transaction and ending on the last day of the Relevant Period or, if applicable, the later of the last day of the

Settlement Valuation Period and the last day of the Seller Termination Purchase Period, for such Transaction make, or permit to be made (in each case, to the extent within Counterparty's control), any public announcement (as defined in Rule 165(f) under the Securities Act) of any Merger Transaction or potential Merger Transaction (a "**Merger Announcement**") unless such Merger Announcement is made prior to the opening or after the close of the regular trading session on the Exchange for the Shares;

- (ii) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) notify JPMorgan following any such Merger Announcement that such Merger Announcement has been made; and
 - (iii) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) provide JPMorgan with written notice specifying (i) Counterparty's average daily Rule 10b-18 Purchases (as defined in Rule 10b-18) during the three full calendar months immediately preceding the announcement date of any Merger Transaction or potential Merger Transaction that were not effected through JPMorgan or its Affiliates and (ii) the number of Shares purchased pursuant to the proviso in Rule 10b-18(b)(4) under the Exchange Act for the three full calendar months preceding the announcement date of any Merger Transaction or potential Merger Transaction. Such written notice shall be deemed to be a certification by Counterparty to JPMorgan that such information is true and correct. In addition, Counterparty shall promptly notify JPMorgan of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders.
- (b) Counterparty acknowledges that any such Merger Announcement or delivery of a notice with respect thereto may cause the terms of any Transaction to be adjusted to the extent expressly provided herein; accordingly, Counterparty acknowledges that its delivery of such notice must comply with the standards set forth in Section 8 hereof.
 - (c) Upon the occurrence of any Merger Announcement (whether made by Counterparty or a third party), JPMorgan in its good faith, reasonable discretion, based on the advice of counsel, may elect to deem that a Market Disruption Event has occurred and will be continuing on such Exchange Business Day or Days as determined by JPMorgan (it being understood that the consequences set forth under Potential Adjustment Event or under Valuation Disruption may result as provided in such provisions).

"**Merger Transaction**" means any merger, acquisition or similar transaction involving a recapitalization as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act, other than any such transaction in which the consideration consists solely of cash and there is no valuation period.

11. Special Provisions for Acquisition Transaction Announcements. Notwithstanding anything to the contrary herein or in the Equity Definitions:

- (a) If an Acquisition Transaction Announcement occurs after the Trade Date and on or prior to the Final Settlement Date for any Transaction, then the Calculation Agent shall make such adjustments to the Forward Price Adjustment Amount (including reducing the Forward Price Adjustment Amount to zero or to a negative number), if any, as the Calculation Agent shall determine in its good faith and any commercially reasonable judgment to be necessary to preserve the fair value of the Transaction after giving effect to such Acquisition Transaction Announcement (including adjustments to account for changes in volatility, expected dividends, stock loan rate, value of any commercially reasonable Hedge Positions in connection with the Transaction and liquidity relevant to the Shares or to such Transaction). If an Acquisition Transaction Announcement occurs after the Trade Date, but prior to the First Acceleration Date, of any Transaction, the First Acceleration Date shall be the date of such Acquisition Transaction Announcement. If the Number of Shares to be Delivered for any settlement of any Transaction is a negative number as a result of any adjustment described in this clause (a), then the terms of the Counterparty Settlement Provisions in Annex A hereto shall apply.

- (b) **“Acquisition Transaction Announcement”** means (i) the announcement of an Acquisition Transaction or an event that, if consummated, would result in an Acquisition Transaction, (ii) an announcement that Counterparty or any of its subsidiaries has entered into an agreement, a letter of intent or an understanding designed to result in an Acquisition Transaction, (iii) the announcement of the intention to solicit or enter into, or to explore strategic alternatives or other similar undertaking that may include, an Acquisition Transaction, (iv) any other announcement that in the commercially reasonable judgment of the Calculation Agent is reasonably likely to result in an Acquisition Transaction, or (v) any announcement of any change or amendment to any previous Acquisition Transaction Announcement (including any announcement of the abandonment of any such previously announced Acquisition Transaction, agreement, letter of intent, understanding or intention). For the avoidance of doubt, announcements as used in the definition of Acquisition Transaction Announcement refer to any public announcement whether made by Counterparty or a third party.
- (c) **“Acquisition Transaction”** means (i) any Merger Event (for purposes of this definition the definition of Merger Event shall be read with the references therein to “100%” being replaced by “25%” and references to “50%” being replaced by “75%” and without reference to the clause beginning immediately following the definition of Reverse Merger therein to the end of such definition) or Tender Offer, (ii) the sale or transfer of all or substantially all of the assets of Counterparty, (iii) a recapitalization, reclassification, binding share exchange or other similar transaction with respect to Counterparty, (iv) any acquisition by Counterparty or any of its subsidiaries where the aggregate consideration transferable by Counterparty or its subsidiaries exceeds 20% of the market capitalization of Counterparty, (v) any lease, exchange, transfer, disposition (including, without limitation, by way of spin-off or distribution) of assets (including, without limitation, any capital stock or other ownership interests in subsidiaries, but, for the avoidance of doubt, not including any capital stock of Counterparty) or other similar event by Counterparty or any of its subsidiaries where the aggregate consideration transferable or receivable by or to Counterparty or its subsidiaries exceeds 20% of the market capitalization of Counterparty, measured as of the relevant date of announcement or (vi) any transaction in which Counterparty or its board of directors has a legal obligation to make a recommendation to its shareholders in respect of such transaction (whether pursuant to Rule 14e-2 under the Exchange Act or otherwise).

12. Acknowledgments.

- (a) The parties hereto intend for:
- (i) each Transaction to be a “securities contract” as defined in Section 741(7) of the Bankruptcy Code and a “forward contract” as defined in Section 101(25) of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 555, 556, 560 and 561 of the Bankruptcy Code;
 - (ii) the Agreement to be a “master netting agreement” as defined in Section 101(38A) of the Bankruptcy Code;
 - (iii) a party’s right to liquidate, terminate or accelerate any Transaction, net out or offset termination values or payment amounts, and to exercise any other remedies upon the occurrence of any Event of Default or Termination Event under the Agreement with respect to the other party or any Extraordinary Event that results in the termination or cancellation of any Transaction to constitute a “contractual right” (as defined in the Bankruptcy Code); and
 - (iv) all payments for, under or in connection with each Transaction, all payments for the Shares (including, for the avoidance of doubt, payment of the Prepayment Amount) and the transfer of such Shares to constitute “settlement payments” and “transfers” (as defined in the Bankruptcy Code).

- (b) Counterparty acknowledges that:
- (i) during the term of any Transaction, JPMorgan and its Affiliates may buy or sell Shares or other securities or buy or sell options or futures contracts or enter into swaps or other derivative securities in order to establish, adjust or unwind its hedge position with respect to such Transaction;
 - (ii) JPMorgan and its Affiliates may also be active in the market for the Shares and Share-linked transactions other than in connection with hedging activities in relation to any Transaction;
 - (iii) JPMorgan shall make its own determination as to whether, when or in what manner any hedging or market activities in Counterparty's securities shall be conducted and shall do so in a manner that it deems appropriate to hedge its price and market risk with respect to the Forward Price and the VWAP Price;
 - (iv) any market activities of JPMorgan and its Affiliates with respect to the Shares may affect the market price and volatility of the Shares, as well as the Forward Price, the VWAP Price and the Settlement Price, each in a manner that may be adverse to Counterparty; and
 - (v) each Transaction is a derivatives transaction in which it has granted JPMorgan an option; JPMorgan may purchase shares for its own account at an average price that may be greater than, or less than, the price paid by Counterparty under the terms of the related Transaction.

13. **No Collateral, Netting or Setoff.** Notwithstanding any provision of the Agreement or any other agreement between the parties, including the Credit Agreement, dated as of October 21, 2010, as amended (the "**Credit Agreement**"), among Counterparty, Bank of America, N.A., as administrative agent, certain lenders including JPMorgan, and the other parties thereto, to the contrary, the obligations of Counterparty hereunder are not secured by any collateral or supported by any guaranty, including the "Collateral" and the "Guaranty" (each as defined in the Credit Agreement). Obligations under any Transaction shall not be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against any other obligations of the parties, whether arising under the Agreement, this Master Confirmation or any Supplemental Confirmation, or under any other agreement between the parties hereto, by operation of law or otherwise, and no other obligations of the parties shall be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against obligations under any Transaction, whether arising under the Agreement, this Master Confirmation or any Supplemental Confirmation, or under any other agreement between the parties hereto, by operation of law or otherwise, and each party hereby waives any such right of setoff, netting or recoupment.
14. **Delivery of Shares.** Notwithstanding anything to the contrary herein, JPMorgan may, by prior notice to Counterparty, satisfy its obligation to deliver any Shares or other securities on any date due (an "**Original Delivery Date**") by making separate deliveries of Shares or such securities, as the case may be, at more than one time on or prior to such Original Delivery Date, so long as the aggregate number of Shares and other securities so delivered on or prior to such Original Delivery Date is equal to the number required to be delivered on such Original Delivery Date.
15. **Alternative Termination Settlement.** In the event that (a) an Early Termination Date (whether as a result of an Event of Default or a Termination Event) occurs or is designated with respect to any Transaction or (b) any Transaction is cancelled or terminated upon the occurrence of an Extraordinary Event (except as a result of (i) a Nationalization, Insolvency or Merger Event in which the consideration to be paid to holders of Shares consists solely of cash, (ii) a Merger Event or Tender Offer that is within Counterparty's control, or (iii) an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party other than an Event of Default of the type described in Section 5(a)(iii), (v), (vi), (vii) or (viii) of the Agreement or a Termination Event of the type described in Section 5(b) of the Agreement, in each case that resulted from an event or events outside Counterparty's control), if either party would owe any amount to the other party pursuant to Section 6(d)(ii) of the Agreement or any Cancellation Amount pursuant to Article 12 of the Equity Definitions (any such amount, a "**Payment Amount**"), then, in lieu of any payment of such Payment Amount, Counterparty may, no later than the Early Termination Date or the date on which such Transaction is terminated or cancelled, elect to deliver or for JPMorgan to deliver, as the case may be,

to the other party a number of Shares (or, in the case of a Nationalization, Insolvency or Merger Event, a number of units, each comprising the number or amount of the securities or property that a hypothetical holder of one Share would receive in such Nationalization, Insolvency or Merger Event, as the case may be (each such unit, an “**Alternative Delivery Unit**”)) with a value equal to the Payment Amount, as determined in a commercially reasonable manner by the Calculation Agent over a commercially reasonable period of time and in a commercially reasonable manner (and the parties agree that, in making such determination of value, the Calculation Agent may take into account the market price of the Shares or Alternative Delivery Units on the Early Termination Date or the date of early cancellation or termination, as the case may be, and, if such delivery is made by JPMorgan, the prices at which JPMorgan purchases Shares or Alternative Delivery Units in a commercially reasonable manner to fulfill its delivery obligations under this Section 15), assuming that such prices reflect the prevailing market prices of the Shares or Alternative Delivery Units, as the case may be; *provided* that in determining the composition of any Alternative Delivery Unit, if the relevant Nationalization, Insolvency or Merger Event involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash; *provided further* that Counterparty may make such election only if Counterparty represents and warrants to JPMorgan, in writing on the date it notifies JPMorgan of such election, that, as of such date, Counterparty is not aware of any material non-public information regarding Counterparty or the Shares and is making such election in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws; and provided further that if JPMorgan would owe Counterparty any Payment Amount and Counterparty does not elect to require JPMorgan to satisfy such Payment Amount with Shares or Alternative Delivery Units, as the case may be, in whole, JPMorgan shall have the right, in its sole discretion, to elect to satisfy any portion of such Payment Amount that Counterparty has not so elected be satisfied with Shares or Alternative Delivery Units, as the case may be, notwithstanding Counterparty’s failure to so elect. If delivery of Shares or Alternative Delivery Units, as the case may be, pursuant to this Section 15 is to be made by Counterparty, paragraphs 2 through 7 of Annex A hereto shall apply as if (A) such delivery were a settlement of such Transaction to which Net Share Settlement applied, (B) the Cash Settlement Payment Date were the Early Termination Date or the date of early cancellation or termination, as the case may be, and (C) the Forward Cash Settlement Amount were equal to (x) zero *minus* (y) the Payment Amount owed by Counterparty. For the avoidance of doubt, if Counterparty does not elect for the provisions of this Section 15 relating to the delivery of Shares or Alternative Delivery Units, as the case may be, to apply to any Payment Amount, the provisions of Article 12 of the Equity Definitions, or the provisions of Section 6(d)(ii) of the Agreement, as the case may be, shall apply. If delivery of Shares or Alternative Delivery Units, as the case may be, is to be made by JPMorgan pursuant to this Section 15, the period during which JPMorgan purchases Shares or Alternative Delivery Units to fulfill its delivery obligations under this Section 15 shall be referred to as the “**Seller Termination Purchase Period**.”

16. **Calculations and Payment Date upon Early Termination.** The parties acknowledge and agree that in calculating (a) the Close-Out Amount pursuant to Section 6 of the Agreement and (b) the amount due upon cancellation or termination of any Transaction (whether in whole or in part) pursuant to Article 12 of the Equity Definitions as a result of an Extraordinary Event, JPMorgan may, if commercially reasonable to do so, determine such amount based on expected losses assuming a commercially reasonable (including, without limitation, with regard to reasonable legal and regulatory guidelines) risk bid were used to determine loss. Notwithstanding anything to the contrary in Section 6(d)(ii) of the Agreement or Article 12 of the Equity Definitions, all amounts calculated as being due in respect of an Early Termination Date under Section 6(e) of the Agreement or upon cancellation or termination of the relevant Transaction under Article 12 of the Equity Definitions will be payable (i) on the day that notice of the amount payable is effective, if notice is received prior to 11:00 a.m. (New York City time), or (ii) on the Exchange Business Day following the day that notice of the amount payable is effective, if notice is received at or after 11:00 a.m. (New York City time); *provided* that if Counterparty elects to receive or deliver Shares or Alternative Delivery Units in accordance with Section 15, such Shares or Alternative Delivery Units shall be delivered on a date selected by JPMorgan as promptly as practicable.
17. **Limit on Beneficial Ownership.** Notwithstanding any other provisions hereof, JPMorgan shall not be entitled to take delivery of any Shares deliverable hereunder to the extent (but only to the extent) that, after such receipt of any Shares hereunder, the Equity Percentage would exceed 7.5%. Any purported delivery hereunder shall be void and have no effect to the extent (but only to the extent) that, after such delivery the Equity Percentage would exceed 7.5%. If any delivery owed to JPMorgan hereunder is not made, in whole or in part, as a result of this provision, Counterparty’s obligation to make such delivery shall not be

extinguished and Counterparty shall make such delivery as promptly as practicable after, but in no event later than one Business Day after, JPMorgan gives notice to Counterparty that, after such delivery, the Equity Percentage would not exceed 7.5%. The “Equity Percentage” as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the number of Shares that JPMorgan and any of its affiliates or any other person subject to aggregation with JPMorgan for purposes of the “beneficial ownership” test under Section 13 of the Exchange Act, or any “group” (within the meaning of Section 13) of which JPMorgan is or may be deemed to be a part beneficially owns (within the meaning of Section 13 of the Exchange Act), without duplication, on such day (or, to the extent that for any reason the equivalent calculation under Section 16 of the Exchange Act and the rules and regulations thereunder results in a higher number, such higher number) and (B) the denominator of which is the number of Shares outstanding on such day.

18. **Maximum Share Delivery.** Notwithstanding anything to the contrary in this Master Confirmation, in no event shall JPMorgan be required to deliver any Shares, or any Shares or other securities comprising Alternative Delivery Units, in respect of any Transaction in excess of the Maximum Number of Shares set forth in the Supplemental Confirmation for such Transaction.

19. **Additional Termination Events.**

- (a) The occurrence of an event described in paragraph III of Annex B hereto will constitute an Additional Termination Event, with Counterparty as the sole Affected Party and the Transactions specified in such paragraph III as the Affected Transactions.
- (b) Notwithstanding anything to the contrary in Section 6 of the Agreement, if a Termination Price is specified in the Supplemental Confirmation for any Transaction, then an Additional Termination Event will occur without any notice or action by JPMorgan or Counterparty if, on two consecutive Exchange Business Days, the price of the Shares on the Exchange at any time is below such Termination Price, with Counterparty as the sole Affected Party, such Transaction as the sole Affected Transaction and such second consecutive Exchange Business Day as the “Early Termination Date” for purposes of the Agreement.

20. **Non-confidentiality.** JPMorgan and Counterparty hereby acknowledge and agree that, subject to Section 8(e) hereof, each is authorized to disclose every aspect of this Master Confirmation, any Supplemental Confirmation and the transactions contemplated hereby and thereby to any and all persons, without limitation of any kind, and there are no express or implied agreements, arrangements or understandings to the contrary.

21. **[Reserved]**

22. **Assignment and Transfer; Designation of Affiliates.** Notwithstanding anything to the contrary in the Agreement, JPMorgan may assign any of its rights or duties hereunder to any one or more of its Affiliates without the prior written consent of Counterparty; provided that (i) any such Affiliate has a long-term issuer rating that is equal to or better than JPMorgan’s credit rating at the time of such assignment, or (ii) any such Affiliate’s obligations hereunder will be guaranteed, pursuant to the terms of a customary guarantee in a form used by JPMorgan generally for similar transactions, by JPMorgan or JPMorgan’s ultimate parent; and provided further that, after such assignment, Counterparty shall be entitled to a payment, on any payment date, that is not less than the payment Counterparty would have received in the absence of such assignment on account of any deduction or withholding under Section 2(d)(i) of the Agreement, except to the extent such deduction or withholding results from a Change in Tax Law (as defined in the Agreement) occurring after the date of such assignment. Notwithstanding any other provision in this Master Confirmation to the contrary requiring or allowing JPMorgan to purchase, sell, receive or deliver any Shares or other securities to or from Counterparty, JPMorgan may designate any of its Affiliates to purchase, sell, receive or deliver such Shares or other securities and otherwise to perform JPMorgan’s obligations in respect of any Transaction and any such designee may assume such obligations. JPMorgan may assign the right to receive Settlement Shares to any third party who may legally receive Settlement Shares. JPMorgan shall be discharged of its obligations to Counterparty only to the extent of any such performance. For the avoidance of doubt, JPMorgan hereby acknowledges that notwithstanding any such designation hereunder, to the extent any of JPMorgan’s obligations in respect of any Transaction are not completed by its designee, JPMorgan shall be obligated to continue to perform or to cause any other of its designees to perform in respect of such obligations.

Amendments to the Equity Definitions.

- (a) Section 11.2(a) of the Equity Definitions is hereby amended by deleting the words “a diluting or concentrative” and replacing them with the words “a material economic” and adding the phrase “or such Transaction” at the end of the sentence.
- (b) Section 11.2(c) of the Equity Definitions is hereby amended by (i) replacing the words “a diluting or concentrative” with “a material economic” in the fifth line thereof, (ii) adding the phrase “or such Transaction” after the words “the relevant Shares” in the same sentence, (iii) replacing the words “a diluting or concentrative” with “a material economic” in the sixth to last line thereof, and (iv) deleting the phrase “(provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Shares)” and replacing it with the phrase “(and, for the avoidance of doubt, adjustments may be made to account solely for changes in volatility, stock loan rate or liquidity relative to the relevant Shares).”
- (c) Section 11.2(e) of the Equity Definitions is hereby amended by deleting clause (iii) thereof in its entirety.
- (d) Section 11.2(e)(vii) of the Equity Definitions is hereby amended by deleting the words “a diluting or concentrative” and replacing them with the words “a material economic” and adding the phrase “or the relevant Transaction” at the end of the sentence.
- (e) Section 12.6(a)(ii) of the Equity Definitions is hereby amended by (i) deleting from the fourth line thereof the word “or” after the word “official” and inserting a comma therefor, and (ii) deleting the semi-colon at the end of subsection (B) thereof and inserting the following words therefor “or (C) at JPMorgan’s option, the occurrence of any of the events specified in Section 5(a)(vii) (1) through (9) of the ISDA Master Agreement with respect to that Issuer.”
- (f) Section 12.9(b)(iv) of the Equity Definitions is hereby amended by:
 - (i) deleting (1) subsection (A) in its entirety, (2) the phrase “or (B)” following subsection (A) and (3) the phrase “in each case” in subsection (B); and
 - (ii) replacing the phrase “neither the Non-Hedging Party nor the Lending Party lends Shares” with the phrase “such Lending Party does not lend Shares” in the penultimate sentence.
- (g) Section 12.9(b)(v) of the Equity Definitions is hereby amended by:
 - (i) adding the phrase “; provided that the Non-Hedging Party may so elect to terminate the Transaction only if the Non-Hedging Party represents and warrants to the Hedging Party in writing on the date it notifies the Hedging Party of such election that, as of such date, the Non-Hedging Party is not aware of any material non-public information regarding Counterparty or the Shares and is making such election in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws” immediately prior to the period at the end of subsection (C); and
 - (ii) deleting clause (X) in the final sentence.

Extraordinary Dividend. If Counterparty declares any Extraordinary Dividend that has an ex-dividend date during the period commencing on the Trade Date for any Transaction and ending on the last day of the Relevant Period or, if applicable, the later of the last day of the Settlement Valuation Period and the last day of the Seller Termination Purchase Period, for such Transaction, then prior to or on the date on which such Extraordinary Dividend is paid by Counterparty to holders of record, Counterparty shall pay to JPMorgan, for each Transaction under this Master Confirmation, an amount in cash equal to the product of (i) the amount of such Extraordinary Dividend and (ii) the theoretical short delta number of shares as of the opening of business on the related ex-dividend date, as determined by the Calculation Agent, required for JPMorgan to hedge its exposure to such Transaction in a commercially reasonable manner.

25. **Status of Claims in Bankruptcy.** JPMorgan acknowledges and agrees that neither this Master Confirmation nor any Supplemental Confirmation is intended to convey to JPMorgan rights against Counterparty with respect to any Transaction that are senior to the claims of common stockholders of Counterparty in any United States bankruptcy proceedings of Counterparty; *provided* that nothing herein shall limit or shall be deemed to limit JPMorgan's right to pursue remedies in the event of a breach by Counterparty of its obligations and agreements with respect to any Transaction; *provided further* that nothing herein shall limit or shall be deemed to limit JPMorgan's rights in respect of any transactions other than any Transaction.
26. **Wall Street Transparency and Accountability Act.** In connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010 ("WSTAA"), the parties hereby agree that neither the enactment of WSTAA or any regulation under the WSTAA, nor any requirement under WSTAA or an amendment made by WSTAA, nor any similar legal certainty provision in any legislation enacted, or rule or regulation promulgated, on or after the date of this Master Confirmation, shall limit or otherwise impair either party's otherwise applicable rights to terminate, renegotiate, modify, amend or supplement any Supplemental Confirmation, this Master Confirmation or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased costs, regulatory change or similar event under any Supplemental Confirmation, this Master Confirmation, the Equity Definitions incorporated herein, or the Agreement (including, without limitation, rights arising from Change in Law, Loss of Stock Borrow, Increased Cost of Stock Borrow, Hedging Disruption, Increased Cost of Hedging, or Illegality).
27. **Delivery of Cash.** For the avoidance of doubt, other than payment of the Prepayment Amount by Counterparty for each Transaction and any payment required to be made pursuant to Section 23, nothing in this Master Confirmation shall be interpreted as requiring Counterparty to cash settle any Transaction, except in circumstances where cash settlement is within Counterparty's control (including, without limitation, where Counterparty does not timely elect to receive or deliver Shares in respect of the settlement of such Transactions) or in those circumstances in which all or substantially all holders of the Shares would also receive cash.
28. **Communications with Employees of J.P. Morgan Securities LLC.** If Counterparty interacts with any employee of J.P. Morgan Securities LLC with respect to any Transaction, Counterparty is hereby notified that such employee will act solely as an authorized representative of JPMorgan Chase Bank, N.A. (and not as a representative of J.P. Morgan Securities LLC) in connection with such Transaction.
29. **Waiver of Jury Trial.** EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THE AGREEMENT, THIS MASTER CONFIRMATION, EACH SUPPLEMENTAL CONFIRMATION, THE TRANSACTIONS HEREUNDER AND ALL MATTERS ARISING IN CONNECTION WITH THE AGREEMENT, THIS MASTER CONFIRMATION AND ANY SUPPLEMENTAL CONFIRMATION AND THE TRANSACTIONS HEREUNDER. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THE TRANSACTIONS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS PROVIDED HEREIN.
30. **Counterparts.** This Master Confirmation may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Master Confirmation by signing and delivering one or more counterparts.
31. **U.S. Resolution Stay Protocol.** The parties acknowledge and agree that (i) to the extent that prior to the date hereof both parties have adhered to the 2018 ISDA U.S. Resolution Stay Protocol (the "**Protocol**"), the terms of the Protocol are incorporated into and form a part of the Agreement, and for such purposes the Agreement shall be deemed a Protocol Covered Agreement, JPMorgan shall be deemed a Regulated Entity and Counterparty shall be deemed an Adhering Party; (ii) to the extent that prior to the date hereof the parties have executed a separate agreement the effect of which is to amend the qualified financial contracts between them to conform with the requirements of the QFC Stay Rules (the "**Bilateral Agreement**"), the terms of the Bilateral Agreement are incorporated into and form a part of the Agreement, and for such purposes the

Agreement shall be deemed a Covered Agreement, JPMorgan shall be deemed a Covered Entity and Counterparty shall be deemed a Counterparty Entity; or (iii) if clause (i) and clause (ii) do not apply, the terms of Section 1 and Section 2 and the related defined terms (together, the “**Bilateral Terms**”) of the form of bilateral template entitled “Full-Length Omnibus (for use between U.S. G-SIBs and Corporate Groups)” published by ISDA on November 2, 2018 (currently available on the 2018 ISDA U.S. Resolution Stay Protocol page at www.isda.org and, a copy of which is available upon request), the effect of which is to amend the qualified financial contracts between the parties thereto to conform with the requirements of the QFC Stay Rules, are hereby incorporated into and form a part of the Agreement, and for such purposes the Agreement shall be deemed a “Covered Agreement,” JPMorgan shall be deemed a “Covered Entity” and Counterparty shall be deemed a “Counterparty Entity.” In the event that, after the date of the Agreement, both parties hereto become adhering parties to the Protocol, the terms of the Protocol will replace the terms of this paragraph. In the event of any inconsistencies between the Agreement and the terms of the Protocol, the Bilateral Agreement or the Bilateral Terms (each, the “**QFC Stay Terms**”), as applicable, the QFC Stay Terms will govern. Terms used in this paragraph without definition shall have the meanings assigned to them under the QFC Stay Rules. For purposes of this paragraph, references to “the Agreement” include any related credit enhancements entered into between the parties or provided by one to the other. In addition, the parties agree that the terms of this paragraph shall be incorporated into any related covered affiliate credit enhancements, with all references to JPMorgan replaced by references to the covered affiliate support provider.

“**QFC Stay Rules**” means the regulations codified at 12 C.F.R. 252.2, 252.81–8, 12 C.F.R. 382.1-7 and 12 C.F.R. 47.1-8, which, subject to limited exceptions, require an express recognition of the stay-and-transfer powers of the FDIC under the Federal Deposit Insurance Act and the Orderly Liquidation Authority under Title II of the Dodd Frank Wall Street Reform and Consumer Protection Act and the override of default rights related directly or indirectly to the entry of an affiliate into certain insolvency proceedings and any restrictions on the transfer of any covered affiliate credit enhancements.

32. **CARES Act.** Counterparty represents and warrants that it has not applied, and throughout the term of any Transaction shall not apply, for a loan, loan guarantee, direct loan (as that term is defined in the Coronavirus Aid, Relief, and Economic Security Act (the “**CARES Act**”)) or other investment, or to receive any financial assistance or relief under any program or facility that (a) is established under applicable law (whether in existence as of the Trade Date for such Transaction or subsequently enacted, adopted or amended), including without limitation the CARES Act and the Federal Reserve Act, as amended, and (b) requires under applicable law (or any regulation, guidance, interpretation or other pronouncement thereunder), as a condition of such loan, loan guarantee, direct loan (as that term is defined in the CARES Act), investment, financial assistance or relief, that Counterparty agree, attest, certify or warrant that it has not, as of the date specified in such condition, repurchased, or will not repurchase, any equity security of Counterparty, and that it has not, as of the date specified in such condition, made a capital distribution or will not make a capital distribution. Counterparty further represents and warrants that the Prepayment Amount for any Transaction is not being paid, in whole or in part, directly or indirectly, with funds received under or pursuant to any program or facility, including the U.S. Small Business Administration’s “Paycheck Protection Program”, that (a) is established under applicable law (whether in existence as of the Trade Date for such Transaction or subsequently enacted, adopted or amended), including without limitation the CARES Act and the Federal Reserve Act, as amended, and (b) requires under such applicable law (or any regulation, guidance, interpretation or other pronouncement of a governmental authority with jurisdiction for such program or facility) that such funds be used for specified or enumerated purposes that do not include the purchase of Shares pursuant to any Transaction (either by specific reference thereto or by general reference to transactions with the attributes thereof in all relevant respects).

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Master Confirmation and returning it to us.

Very truly yours,

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: /s/ Brett Chalmers

Authorized Signatory

Name: Brett Chalmers

Accepted and confirmed
as of the date first set
forth above:

CACI INTERNATIONAL INC

By: /s/ Thomas A. Mutryn

Authorized Signatory

Name: Thomas A. Mutryn

Chief Financial Officer

FORM OF SUPPLEMENTAL CONFIRMATION

JPMorgan Chase Bank, National Association
 New York Branch
 383 Madison Avenue
 New York, NY, 10179

[____], 20[__]

To: CACI International Inc
 1100 North Glebe Road
 Arlington, VA 22201

Re: Supplemental Confirmation—Uncollared Accelerated Share Repurchase

The purpose of this Supplemental Confirmation is to confirm the terms and conditions of the Transaction entered into between JPMorgan Chase Bank, National Association (“**JPMorgan**”) and CACI International Inc, a Delaware corporation (“**Counterparty**”) on the Trade Date specified below. This Supplemental Confirmation is a binding contract between JPMorgan and Counterparty as of the relevant Trade Date for the Transaction referenced below.

1. This Supplemental Confirmation supplements, forms part of, and is subject to the Master Confirmation, dated as of March 12, 2021 (the “**Master Confirmation**”), between JPMorgan and Counterparty, as amended and supplemented from time to time. All provisions contained in the Master Confirmation govern this Supplemental Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Supplemental Confirmation relates are as follows:

Trade Date: [____], 20[__]

Forward Price Adjustment Amount: USD [__]

Calculation Period Start Date: [____], 20[__]

Scheduled Termination Date: [____], 20[__]

First Acceleration Date: [____], 20[__]

Prepayment Amount: USD [__]

Prepayment Date: [____], 20[__]

Initial Shares: [__] Shares; *provided* that if, in connection with the Transaction, JPMorgan is unable, after using its good faith, commercially reasonable efforts, to borrow or otherwise acquire a number of Shares equal to the Initial Shares for delivery to Counterparty on the Initial Share Delivery Date in a commercially reasonable manner, the Initial Shares delivered on the Initial Share Delivery Date shall be reduced to such number of Shares that JPMorgan is able to so borrow or otherwise acquire in a commercially reasonable manner, and thereafter JPMorgan shall continue to use commercially reasonable efforts to borrow or otherwise acquire, at a stock borrow cost no greater than the Initial Stock Loan Rate, a number of Shares

equal to the shortfall in the Initial Share Delivery and to deliver such additional Shares as soon as reasonably practicable but only to the extent such delivery of additional Shares would not cause a Loss of Stock Borrow or an Increased Cost of Stock Borrow to occur (it being understood, for the avoidance of doubt, that in using such commercially reasonable efforts, JPMorgan shall act in good faith and in accordance with its then current policies, practices and procedures (including without limitation any policies, practices or procedures relating to counterparty risk, market risk, reputational risk, credit, documentation, legal regulatory capital, compliance and collateral), and shall not be required to enter into any securities lending transaction or transact with any securities lender if such transaction would not be in accordance with such policies, practices and procedures). For the avoidance of doubt, the aggregate of all shares delivered to Counterparty in respect of the Transaction pursuant to this paragraph shall be the “Initial Shares” for purposes of “Number of Shares to be Delivered” in the Master Confirmation.

Initial Share Delivery Date: [____], 20[____]¹

Ordinary Dividend Amount: For any Dividend before the Termination Date, USD [____] per Share
For any Dividend after the Termination Date, USD 0.00 per Share

Scheduled Ex-Dividend Dates: [____]

Maximum Stock Loan Rate: [____] basis points per annum

Initial Stock Loan Rate: [____] basis points per annum

Maximum Number of Shares: [____]² Shares

Floor Price: USD 0.01 per Share

Termination Price: USD [____] per Share³

Additional Relevant Days: The [____] Exchange Business Days immediately following the Calculation Period.

Reserved Shares: The Reserved Shares shall be equal to [____] Shares.

3. Counterparty represents and warrants to JPMorgan that neither it nor any “affiliated purchaser” (as defined in Rule 10b-18 under the Exchange Act) has made any purchases of blocks pursuant to the proviso in Rule 10b-18(b)(4) under the Exchange Act during either (i) the four full calendar weeks immediately preceding the Trade Date or (ii)

-
- 1 To reflect ordinary T+2 settlement.
- 2 To be approximately 50% of the total number of Shares outstanding on the Trade Date.
- 3 To be 50% of the closing stock price on the Trade Date.

during the calendar week in which the Trade Date occurs, except as set forth in any notice delivered pursuant to Section 6(b)(xv) of the Master Confirmation.

4. This Supplemental Confirmation may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Confirmation by signing and delivering one or more counterparts.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Supplemental Confirmation and returning it to us.

Very truly yours,

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: _____
Authorized Signatory
Name:

Accepted and confirmed
as of the Trade Date:

CACI INTERNATIONAL INC

By: _____
Authorized Signatory
Name:

FORM OF CERTIFICATE OF RULE 10B-18 PURCHASES

[Letterhead of Counterparty]

JPMorgan Chase Bank, National Association
New York Branch
383 Madison Avenue
New York, NY, 10179

Re: Uncollared Accelerated Share Repurchase

Ladies and Gentlemen:

In connection with our entry into the Master Confirmation, dated as of March 12, 2021, between JPMorgan Chase Bank, National Association and CACI International Inc, a Delaware corporation, as amended and supplemented from time to time (the “**Master Confirmation**”) and the Supplemental Confirmation thereto, dated as of [____], 20[___], we hereby represent that set forth below is the total number of shares of our common stock purchased by or for us or any of our affiliated purchasers in Rule 10b-18 purchases of blocks (all as defined in Rule 10b-18 under the Securities Exchange Act of 1934) pursuant to the once-a-week block exception set forth in Rule 10b-18(b)(4) during the four full calendar weeks immediately preceding the first day of the [Calculation Period] [Settlement Valuation Period][Seller Termination Purchase Period] (as defined in the Master Confirmation) and the week during which the first day of such [Calculation Period][Settlement Valuation Period][Seller Termination Purchase Period] occurs.

Number of Shares: _____

We understand that you will use this information in calculating trading volume for purposes of Rule 10b-18.

Very truly yours,

CACI INTERNATIONAL INC

By: _____
Authorized Signatory
Name:

COUNTERPARTY SETTLEMENT PROVISIONS

1. The following Counterparty Settlement Provisions shall apply to any Transaction to the extent indicated under the Master Confirmation:

Settlement Currency:	USD
Settlement Method Election:	Applicable; <i>provided</i> that (i) Section 7.1 of the Equity Definitions is hereby amended by deleting the word “Physical” in the sixth line thereof and replacing it with the words “Net Share” and (ii) the Electing Party may make a settlement method election only if the Electing Party represents and warrants to JPMorgan in writing on the date it notifies JPMorgan of its election that, as of such date, the Electing Party is not aware of any material non-public information regarding Counterparty or the Shares and is electing the settlement method in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws.
Electing Party:	Counterparty
Settlement Method Election Date:	The earlier of (i) the Scheduled Termination Date and (ii) the second Exchange Business Day immediately following the Accelerated Termination Date (in which case the election under Section 7.1 of the Equity Definitions shall be made no later than 10 minutes prior to the open of trading on the Exchange on such second Exchange Business Day), as the case may be.
Default Settlement Method:	Cash Settlement
Forward Cash Settlement Amount:	An amount equal to (a) the Number of Shares to be Delivered, <i>multiplied by</i> (b) the Settlement Price.
Settlement Price:	An amount equal to the average of the VWAP Prices for the Exchange Business Days in the Settlement Valuation Period, subject to Valuation Disruption as specified in the Master Confirmation (in each case, <i>plus</i> interest on such amount during the Settlement Valuation Period at the rate of interest for Counterparty’s long term, unsecured and unsubordinated indebtedness, as determined by the Calculation Agent in a commercially reasonable manner).
Settlement Valuation Period:	A number of Scheduled Trading Days selected by JPMorgan in its reasonable discretion as necessary in order to unwind its commercially reasonable hedge position in a commercially reasonable manner, beginning on the Scheduled Trading Day immediately following the earlier of (i) the Scheduled Termination Date or (ii) the Exchange Business Day immediately following the Termination Date.
Cash Settlement:	If Cash Settlement is applicable, then Buyer shall pay to JPMorgan the absolute value of the Forward Cash Settlement Amount on the Cash Settlement Payment Date.
Cash Settlement Payment Date:	The Exchange Business Day immediately following the last day of the Settlement Valuation Period.

Net Share Settlement Procedures:

If Net Share Settlement is applicable, Net Share Settlement shall be made in accordance with paragraphs 2 through 7 below.

2. Net Share Settlement shall be made by delivery on the Cash Settlement Payment Date of a number of Shares satisfying the conditions set forth in paragraph 3 below (the “**Registered Settlement Shares**”), or a number of Shares not satisfying such conditions (the “**Unregistered Settlement Shares**”), in either case with a value equal to the absolute value of the Forward Cash Settlement Amount (which value shall, in the case of Unregistered Settlement Shares, take into account a commercially reasonable illiquidity discount), in each case as determined by the Calculation Agent. Counterparty has the right to elect “Net Share Settlement” or “Cash Settlement” in its sole discretion; provided that, solely for the avoidance of doubt, if Counterparty fails to satisfy the conditions for delivery of either Registered Settlement Shares or Unregistered Settlement Shares hereunder in sections 3 or 4, respectively, Counterparty shall be deemed to have elected Cash Settlement in accordance with paragraph 1 above notwithstanding Counterparty’s election of Net Share Settlement.
3. Counterparty may only deliver Registered Settlement Shares pursuant to paragraph 2 above if:
 - (a) a registration statement covering public resale of the Registered Settlement Shares by JPMorgan (the “**Registration Statement**”) shall have been filed with the Securities and Exchange Commission under the Securities Act and been declared or otherwise become effective on or prior to the date of delivery, and no stop order shall be in effect with respect to the Registration Statement; a printed prospectus relating to the Registered Settlement Shares (including, without limitation, any prospectus supplement thereto, the “**Prospectus**”) shall have been delivered to JPMorgan, in such quantities as JPMorgan shall reasonably have requested, on or prior to the date of delivery;
 - (b) the form and content of the Registration Statement and the Prospectus (including, without limitation, any sections describing the plan of distribution) shall be reasonably satisfactory to JPMorgan;
 - (c) as of or prior to the date of delivery, JPMorgan and its agents shall have been afforded a reasonable opportunity to conduct a due diligence investigation with respect to Counterparty customary in scope for underwritten offerings of equity securities of similar size by companies similar to Counterparty (provided that prior to receiving or being granted access to any such information, JPMorgan and any such agent may be required by Counterparty to enter into a customary nondisclosure agreement with Counterparty in respect of any such due diligence investigation) and the results of such investigation are satisfactory to JPMorgan, in its discretion; and
 - (d) as of the date of delivery, an agreement (the “**Underwriting Agreement**”) shall have been entered into with JPMorgan in connection with the public resale of the Registered Settlement Shares by JPMorgan substantially similar to underwriting agreements customary for underwritten offerings of equity securities of similar size by similar companies, in form and substance reasonably satisfactory to JPMorgan, which Underwriting Agreement shall include, without limitation, provisions substantially similar to those contained in such underwriting agreements relating, without limitation, to the mutual indemnification of, and contribution in connection with the liability of, the parties and the provision of customary opinions, accountants’ comfort letters and lawyers’ negative assurance letters.
4. If Counterparty delivers Unregistered Settlement Shares pursuant to paragraph 2 above:
 - (a) all Unregistered Settlement Shares shall be delivered to JPMorgan (or any Affiliate of JPMorgan designated by JPMorgan) pursuant to the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof;
 - (b) as of or prior to the date of delivery, JPMorgan and any potential purchaser of any such shares from JPMorgan (or any Affiliate of JPMorgan designated by JPMorgan) identified by JPMorgan shall be afforded a commercially reasonable opportunity to conduct a due diligence investigation with respect to Counterparty customary in scope for private placements of equity securities of similar size by similar companies (including, without limitation, the right to have made available to them for inspection all financial and other records, pertinent corporate documents and other information reasonably requested by them); provided that prior to receiving or being granted access to any such information, any such potential purchaser may be required by Counterparty to enter into a customary nondisclosure agreement with Counterparty in respect of any such due diligence investigation;

- (c) as of the date of delivery, Counterparty shall enter into an agreement (a “**Private Placement Agreement**”) with JPMorgan (or any Affiliate of JPMorgan designated by JPMorgan) in connection with the private placement of such shares by Counterparty to JPMorgan (or any such Affiliate) and the private resale of such shares by JPMorgan (or any such Affiliate), substantially similar to private placement purchase agreements customary for private placements of equity securities of similar size by similar companies, in form and substance commercially reasonably satisfactory to JPMorgan, which Private Placement Agreement shall include, without limitation, provisions substantially similar to those contained in such private placement purchase agreements relating, without limitation, to the mutual indemnification of, and contribution in connection with the liability of, the parties, shall provide for Counterparty using best efforts to deliver documentation appropriate for a private placement of similar size by companies similar to Counterparty, and shall provide for the payment by Counterparty of all commercially reasonable fees and actual, documented out-of-pocket expenses of JPMorgan (and any such Affiliate) in connection with such resale, including, reasonable fees and actual, documented out-of-pocket expenses of counsel for JPMorgan, and shall contain representations, warranties, covenants and agreements of the parties reasonably necessary or advisable to establish and maintain the availability of an exemption from the registration requirements of the Securities Act for such resales; and
- (d) in connection with the private placement of such shares by Counterparty to JPMorgan (or any such Affiliate) and the private resale of such shares by JPMorgan (or any such Affiliate), Counterparty shall, if so requested by JPMorgan, prepare, in cooperation with JPMorgan, a private placement memorandum in form and substance commercially reasonably satisfactory to JPMorgan and customary for private placements of equity securities of similar size by companies similar to Counterparty.
5. JPMorgan, itself or through an Affiliate (the “**Selling Agent**”) or any underwriter(s), will sell all, or such lesser portion as may be required hereunder, of the Registered Settlement Shares or Unregistered Settlement Shares and any Makewhole Shares (as defined below) (together, the “**Settlement Shares**”) delivered by Counterparty to JPMorgan pursuant to paragraph 6 below commencing on the Cash Settlement Payment Date and continuing until the date on which the aggregate Net Proceeds (as such term is defined below) of such sales, as determined by JPMorgan in a commercially reasonable manner, is equal to the absolute value of the Forward Cash Settlement Amount (such date, the “**Final Resale Date**”). If the proceeds of any such sale(s) made by JPMorgan, the Selling Agent or any underwriter(s), net of any commercially reasonable fees and commissions (including, without limitation, underwriting or placement fees) customary for similar transactions under the circumstances at the time of the offering, together with commercially reasonable carrying charges and expenses incurred in connection with the offer and sale of the Shares (including, without limitation, the covering of any over-allotment or short position (syndicate or otherwise)) (the “**Net Proceeds**”) exceed the absolute value of the Forward Cash Settlement Amount, JPMorgan will refund, in USD, such excess to Counterparty on the date that is three (3) Currency Business Days following the Final Resale Date, and, if any portion of the Settlement Shares remains unsold, JPMorgan shall return to Counterparty on that date such unsold Shares.
6. If the Calculation Agent determines in good faith and in a commercially reasonable manner that the Net Proceeds received from the sale of the Registered Settlement Shares or Unregistered Settlement Shares or any Makewhole Shares, if any, pursuant to this paragraph 6 are less than the absolute value of the Forward Cash Settlement Amount (the amount in USD by which the Net Proceeds are less than the absolute value of the Forward Cash Settlement Amount being the “**Shortfall**” and the date on which such determination is made, the “**Deficiency Determination Date**”), Counterparty shall on the Exchange Business Day next succeeding the Deficiency Determination Date (the “**Makewhole Notice Date**”) deliver to JPMorgan, through the Selling Agent, a notice of Counterparty’s election that Counterparty shall either (i) pay an amount in cash equal to the Shortfall on the day that is one Currency Business Day after the Makewhole Notice Date, or (ii) deliver additional Shares. If Counterparty elects to deliver to JPMorgan additional Shares, then Counterparty shall deliver additional Shares in compliance with the terms and conditions of paragraph 3 or paragraph 4 above, as the case may be (the “**Makewhole Shares**”), on the first Clearance System Business Day which is also an Exchange Business Day following the Makewhole Notice Date in such number as the Calculation Agent reasonably believes would have a market value on that Exchange Business Day equal to the Shortfall. Such Makewhole Shares shall be sold by JPMorgan in accordance with the provisions above; *provided* that if the sum of the Net Proceeds from the sale of the originally delivered Shares and the Net Proceeds from the sale of any Makewhole Shares is less than the absolute value of the Forward Cash Settlement Amount then Counterparty shall, at its election, either make such cash payment or deliver to JPMorgan further Makewhole Shares until such Shortfall has been reduced to zero.

7. Notwithstanding the foregoing, in no event shall the aggregate number of Settlement Shares for any Transaction be greater than the Reserved Shares for such Transaction (for each Transaction, the “**Capped Number**” for such Transaction). Counterparty represents and warrants (which shall be deemed to be repeated on each day that a Transaction is outstanding) that the sum of the Capped Number for all Transactions under this Master Confirmation which are then outstanding is equal to or less than the number of Shares determined according to the following formula:

$$A - B$$

Where A = the number of authorized but unissued shares of Counterparty that are not reserved for future issuance on the date of the determination of such Capped Number; and

B = the maximum number of Shares required to be delivered to third parties if Counterparty elected Net Share Settlement of all transactions in the Shares (other than such Transaction) with all third parties that are then currently outstanding and unexercised.

“**Reserved Shares**” means, for each Transaction, as set forth in the related Supplemental Confirmation. If at any time, as a result of this paragraph 7, Counterparty fails to deliver to JPMorgan any Settlement Shares, Counterparty shall, to the extent that Counterparty has at such time authorized but unissued Shares not reserved for other purposes, promptly notify JPMorgan thereof and deliver to JPMorgan a number of Shares not previously delivered as a result of this paragraph 7. Counterparty agrees to use its best efforts to cause the number of authorized but unissued Shares to be increased, if necessary, to an amount sufficient to permit Counterparty to fulfill its obligation to deliver any Settlement Shares.

COMMUNICATIONS PROCEDURES

March 12, 2021

I. Introduction

CACI International Inc (“**Counterparty**”) and JPMorgan Chase Bank, National Association (“**JPMorgan**”) have adopted these communications procedures (the “**Communications Procedures**”) in connection with entering into the Master Confirmation (the “**Master Confirmation**”), dated as of March 12, 2021, between JPMorgan and Counterparty relating to Uncollared Accelerated Share Repurchase transactions. These Communications Procedures supplement, form part of, and are subject to the Master Confirmation.

II. Communications Rules

For each Transaction, from the Trade Date for such Transaction until the date all payments or deliveries of Shares have been made with respect to such Transaction, Counterparty and its Employees and Designees shall not engage in any Program-Related Communication with, or disclose any Material Non-Public Information to, any EDG Trading Personnel. Except as set forth in the preceding sentence, the Master Confirmation shall not limit Counterparty and its Employees and Designees in their communication with Affiliates and Employees of JPMorgan, including, without limitation, Employees who are EDG Permitted Contacts.

III. Termination

If, in the sole judgment of any EDG Trading Personnel or any Affiliate or Employee of JPMorgan participating in any Communication with Counterparty or any Employee or Designee of Counterparty, such Communication would not be permitted by these Communications Procedures, such EDG Trading Personnel or Affiliate or Employee of JPMorgan shall immediately terminate such Communication. In such case, or if such EDG Trading Personnel or Affiliate or Employee of JPMorgan determines following completion of any Communication with Counterparty or any Employee or Designee of Counterparty that such Communication was not permitted by these Communications Procedures, such EDG Trading Personnel or such Affiliate or Employee of JPMorgan shall promptly consult with his or her supervisors and with counsel for JPMorgan regarding such Communication. If, in the reasonable judgment of JPMorgan’s counsel following such consultation, there is more than an insignificant risk that such Communication could materially jeopardize the availability of the affirmative defenses provided in Rule 10b5-1 under the Exchange Act with respect to any ongoing or contemplated activities of JPMorgan or its Affiliates in respect of any Transaction pursuant to the Master Confirmation, it shall be an Additional Termination Event pursuant to Section 19(a) of the Master Confirmation, with Counterparty as the sole Affected Party and all Transactions under the Master Confirmation as Affected Transactions.

IV. Definitions

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Master Confirmation. As used herein, the following words and phrases shall have the following meanings:

“**Communication**” means any contact or communication (whether written, electronic, oral or otherwise) between Counterparty or any of its Employees or Designees, on the one hand, and JPMorgan or any of its Affiliates or Employees, on the other hand.

“**Designee**” means a person designated, in writing or orally, by Counterparty to communicate with JPMorgan on behalf of Counterparty.

“**EDG Permitted Contact**” means any of Mr. David Aidelson, Mr. Elliot Chalom, Ms. Yana Chernobilsky, Mr. Ganaraj S. Hegde, Mr. Noah L. Wynkoop and Mr. Brett Chalmers or any of their designees; *provided* that JPMorgan may amend the list of EDG Permitted Contacts by delivering a revised list of EDG Permitted Contacts to Counterparty.

“EDG Trading Personnel” means Mr. Michael Captain, Ms. Jennifer Hilibrand, Mr. Spyros Kallipolitis, Mr. Michael Tatro and any other Employee of the public side of the Equity Derivatives Group of JPMorgan Chase & Co.; *provided* that JPMorgan may amend the list of EDG Trading Personnel by delivering a revised list of EDG Trading Personnel to Counterparty; and *provided further* that, for the avoidance of doubt, the persons listed as EDG Permitted Contacts are not EDG Trading Personnel.

“Employee” means, with respect to any entity, any owner, principal, officer, director, employee or other agent or representative of such entity, and any Affiliate of any of such owner, principal, officer, director, employee, agent or representative.

“Material Non-Public Information” means information relating to Counterparty or the Shares that (a) has not been widely disseminated by wire service, in one or more newspapers of general circulation, by communication from Counterparty to its shareholders or in a press release, or contained in a public filing made by Counterparty with the Securities and Exchange Commission and (b) a reasonable investor might consider to be of importance in making an investment decision to buy, sell or hold Shares. For the avoidance of doubt and solely by way of illustration, information should be presumed “material” if it relates to such matters as dividend increases or decreases, earnings estimates, changes in previously released earnings estimates, significant expansion or curtailment of operations, a significant increase or decline of orders, significant merger or acquisition proposals or agreements, significant new products or discoveries, extraordinary borrowing, major litigation, liquidity problems, extraordinary management developments, purchase or sale of substantial assets and similar matters.

“Program-Related Communication” means any Communication the subject matter of which relates to the Master Confirmation or any Transaction under the Master Confirmation or any activities of JPMorgan (or any of its Affiliates) in respect of the Master Confirmation or any Transaction under the Master Confirmation.

JPMorgan Chase Bank, National Association
 New York Branch
 383 Madison Avenue
 New York, NY, 10179

March 12, 2021

To: CACI International Inc
 1100 North Glebe Road
 Arlington, VA 22201

Re: Supplemental Confirmation—Uncollared Accelerated Share Repurchase

The purpose of this Supplemental Confirmation is to confirm the terms and conditions of the Transaction entered into between JPMorgan Chase Bank, National Association (“**JPMorgan**”) and CACI International Inc, a Delaware corporation (“**Counterparty**”) on the Trade Date specified below. This Supplemental Confirmation is a binding contract between JPMorgan and Counterparty as of the relevant Trade Date for the Transaction referenced below.

1. This Supplemental Confirmation supplements, forms part of, and is subject to the Master Confirmation, dated as of March 12, 2021 (the “**Master Confirmation**”), between JPMorgan and Counterparty, as amended and supplemented from time to time. All provisions contained in the Master Confirmation govern this Supplemental Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Supplemental Confirmation relates are as follows:

Trade Date: March 12, 2021

Forward Price Adjustment Amount: USD 3.60

Calculation Period Start Date: March 12, 2021

Scheduled Termination Date: October 12, 2021

First Acceleration Date: July 12, 2021

Prepayment Amount: USD 500,000,000

Prepayment Date: March 16, 2021

Initial Shares: 1,689,831 Shares; *provided* that if, in connection with the Transaction, JPMorgan is unable, after using its good faith, commercially reasonable efforts, to borrow or otherwise acquire a number of Shares equal to the Initial Shares for delivery to Counterparty on the Initial Share Delivery Date in a commercially reasonable manner, the Initial Shares delivered on the Initial Share Delivery Date shall be reduced to such number of Shares that JPMorgan is able to so borrow or otherwise acquire in a commercially reasonable manner, and thereafter JPMorgan shall continue to use commercially reasonable efforts to borrow or otherwise acquire, at a stock borrow cost no greater than the Initial Stock Loan Rate, a number of Shares equal to the shortfall in the Initial Share Delivery and to deliver such additional Shares as soon as reasonably practicable but only to the extent such delivery of

additional Shares would not cause a Loss of Stock Borrow or an Increased Cost of Stock Borrow to occur (it being understood, for the avoidance of doubt, that in using such commercially reasonable efforts, JPMorgan shall act in good faith and in accordance with its then current policies, practices and procedures (including without limitation any policies, practices or procedures relating to counterparty risk, market risk, reputational risk, credit, documentation, legal regulatory capital, compliance and collateral), and shall not be required to enter into any securities lending transaction or transact with any securities lender if such transaction would not be in accordance with such policies, practices and procedures). For the avoidance of doubt, the aggregate of all shares delivered to Counterparty in respect of the Transaction pursuant to this paragraph shall be the “Initial Shares” for purposes of “Number of Shares to be Delivered” in the Master Confirmation.

Initial Share Delivery Date:	March 16, 2021
Ordinary Dividend Amount:	For any Dividend before the Termination Date, USD 0.00 per Share For any Dividend after the Termination Date, USD 0.00 per Share
Scheduled Ex-Dividend Dates:	None
Maximum Stock Loan Rate:	200 basis points per annum
Initial Stock Loan Rate:	25 basis points per annum
Maximum Number of Shares:	12,600,000 Shares
Floor Price:	USD 0.01 per Share
Termination Price:	USD 118.36 per Share
Additional Relevant Days:	The five Exchange Business Days immediately following the Calculation Period.
Reserved Shares:	The Reserved Shares shall be equal to 6,336,868 Shares.

3. Counterparty represents and warrants to JPMorgan that neither it nor any “affiliated purchaser” (as defined in Rule 10b-18 under the Exchange Act) has made any purchases of blocks pursuant to the proviso in Rule 10b-18(b)(4) under the Exchange Act during either (i) the four full calendar weeks immediately preceding the Trade Date or (ii) during the calendar week in which the Trade Date occurs, except as set forth in any notice delivered pursuant to Section 6(b)(xv) of the Master Confirmation.

4. This Supplemental Confirmation may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Confirmation by signing and delivering one or more counterparts.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Supplemental Confirmation and returning it to us.

Very truly yours,

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: /s/ Brett Chalmers

Authorized Signatory

Name: Brett Chalmers

Accepted and confirmed
as of the Trade Date:

CACI INTERNATIONAL INC

By: /s/ Thomas A. Mutryn

Authorized Signatory

Name: Thomas A. Mutryn

Chief Financial Officer

Section 302 Certification

I, John S. Mengucci, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of CACI International Inc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's Board of Directors (or persons performing the equivalent function):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to affect the Registrant's ability to record, process, summarize, and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: April 22, 2021

/s/ JOHN S. MENGUCCI

John S. Mengucci
 President,
 Chief Executive Officer and Director
 (Principal Executive Officer)

Section 302 Certification

I, Thomas A. Mutryn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of CACI International Inc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's Board of Directors (or persons performing the equivalent function):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to affect the Registrant's ability to record, process, summarize, and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal controls over financial reporting.

Date: April 22, 2021

/s/ THOMAS A. MUTRYN

Thomas A. Mutryn
 Executive Vice President, Chief Financial Officer
 and Treasurer
 (Principal Financial Officer)

Section 906 Certification

In connection with the quarterly report on Form 10-Q of CACI International Inc (the Company) for the three months ended March 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the Report), the undersigned President and Chief Executive Officer of the Company certifies, to the best of his knowledge and belief pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 22, 2021

/s/ JOHN S. MENGUCCI

John S. Mengucci
President,
Chief Executive Officer and Director
(Principal Executive Officer)

Section 906 Certification

In connection with the quarterly report on Form 10-Q of CACI International Inc (the Company) for the three months ended March 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the Report), the undersigned Executive Vice President, Chief Financial Officer and Treasurer of the Company certifies, to the best of his knowledge and belief pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 22, 2021

/s/ THOMAS A. MUTRYN

Thomas A. Mutryn
Executive Vice President, Chief Financial Officer
and Treasurer
(Principal Financial Officer)