
U. S. SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

November 17, 2011

(Date of Report–Date of Earliest Event Reported)

CACI International Inc

(Exact name of registrant as specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-31400
(Commission
file number)

54-1345899
(IRS Employer
Identification No.)

**1100 N. Glebe Road,
Arlington, Virginia 22201**
(Address of Principal executive offices) (ZIP code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.142-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On November 18, 2011, CACI International Inc and certain of its subsidiaries (“CACI”) entered into a second amendment (the “Amendment”) to its Credit Agreement (as amended, restated and modified from time to time prior to the date hereof, the “Credit Agreement”), dated as of October 21, 2010, with the lenders named therein and Bank of America, N.A., as administrative agent.

Under the Credit Agreement, CACI is subject to a minimum fixed charge coverage ratio covenant, tested on a quarterly basis. For purposes of that covenant, fixed charges include restricted payments, other than certain specified restricted payments. The Amendment (a) eliminates the fixed amount of specified restricted payments that can be deducted from fixed charges in 2012 and thereafter, and (b) broadens the category of restricted payments that are excluded from the covenant calculation by excluding any restricted payment made when CACI’s consolidated total leverage ratio is less than 3:1 on a pro forma basis after giving effect to such restricted payment.

The Amendment also modifies the margins applicable to the determination of the interest rate and unused fees under the Credit Agreement, by decreasing the applicable margins depending on CACI’s consolidated total leverage ratio (a) for Eurodollar rate loans from a range of 2.0% to 3.5% to a range of 1.25% to 2.5%, (b) for base rate loans from a range of 1.0% to 2.5% to a range of 0.25% to 1.5%, (c) for fees for unused amounts on the Revolving Loan from a range of 0.35% to 0.50% to a range of 0.20% to 0.40%, and extends the maturity date of the credit facility from October 21, 2015 to November 18, 2016, adjusting the amortization payments. The Amendment also increases from \$200 million to \$300 million the permitted aggregate amount of incremental facilities that may be added by amendment to the credit facility.

All other terms of the Credit Agreement remain the same. Additional information regarding the terms of the Credit Agreement, as previously amended, is contained in CACI’s current reports on Form 8-K, filed October 27, 2010 and May 18, 2011, which are incorporated herein by reference.

This summary does not purport to be complete and is qualified in its entirety by the complete text of the Credit Agreement, as amended previously and pursuant to the Amendment, filed as Exhibits 10.1, 10.2 and 10.3 hereto and incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders

The Annual Meeting of Shareholders of CACI International Inc (the “Company”), for which proxies were solicited pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, was held on November 17, 2011.

The results detailed below represent the final voting results:

Proposal 1

The following nine nominees were elected to the Board of Directors of the Company (the “Board of Directors”):

| <u>Director Name</u> | <u>For</u> | <u>Withheld</u> | <u>Broker Non-Votes</u> |
|------------------------|------------|-----------------|-----------------------------|
| Paul M. Cofoni | 20,953,320 | 422,922 | 2,232,940 |
| James S. Gilmore III | 20,985,933 | 390,379 | 2,232,940 |
| Gregory G. Johnson | 20,997,590 | 378,722 | 2,232,940 |
| Richard L. Leatherwood | 20,928,133 | 448,179 | 2,232,940 |
| J.P. London | 20,902,780 | 473,532 | 2,232,940 |

| <u>Director Name</u> | <u>For</u> | <u>Withheld</u> | <u>Broker Non-Votes</u> |
|----------------------|------------|-----------------|-----------------------------|
| James L. Pavitt | 20,996,019 | 380,293 | 2,232,940 |
| Warren R. Phillips | 21,055,618 | 320,694 | 2,232,940 |
| Charles P. Revoile | 20,924,320 | 451,992 | 2,232,940 |
| William S. Wallace | 21,129,613 | 246,699 | 2,232,940 |

Proposal 2

Shareholders approved, on an advisory basis, the compensation paid to the company's named executive officers, as disclosed pursuant to Item 402 of Regulation S-K and contained in the 2011 Proxy Statement, including the Compensation Discussion and Analysis, compensation tables and narrative discussion:

| <u>For</u> | <u>Against</u> | <u>Abstain</u> | <u>Broker Non-Votes</u> |
|------------|----------------|----------------|-----------------------------|
| 20,884,755 | 467,302 | 24,255 | 2,232,940 |

Proposal 3

Shareholders recommended, on an advisory basis, that future advisory votes on the company's executive compensation be held every year:

| <u>Every Year</u> | <u>Every Two Years</u> | <u>Every Three Years</u> | <u>Abstain</u> | <u>Broker Non-votes</u> |
|-----------------------|----------------------------|------------------------------|----------------|-----------------------------|
| 20,625,480 | 97,325 | 633,115 | 20,392 | 2,232,940 |

The Board of Directors intends, consistent with the above vote, to hold future advisory votes on executive compensation every year.

Proposal 4

Shareholders approved amendments to the 2006 Stock Incentive Plan:

| <u>For</u> | <u>Against</u> | <u>Abstain</u> | <u>Broker Non-Votes</u> |
|------------|----------------|----------------|-----------------------------|
| 15,586,547 | 5,760,820 | 28,945 | 2,232,940 |

Proposal 5

Shareholders approved the adjournment of the meeting, if necessary, to solicit additional proxies:

| <u>For</u> | <u>Against</u> | <u>Abstain</u> |
|------------|----------------|----------------|
| 16,914,628 | 6,602,556 | 92,068 |

Proposal 6

Shareholders ratified the appointment of Ernst & Young LLP as the Company's independent auditor for fiscal year 2012:

| <u>For</u> | <u>Against</u> | <u>Abstain</u> |
|------------|----------------|----------------|
| 23,394,495 | 199,529 | 15,228 |

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

| <u>Exhibit Number</u> | <u>Description</u> |
|---------------------------|--|
| 10.1 | The Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.1 to CACI's Form 8-K, filed October 27, 2010). |
| 10.2 | Amendment dated May 17, 2011 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.2 to CACI's Form 8-K, filed May 19, 2011). |
| 10.3* | Amendment dated November 18, 2011 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks). |

* filed herewith

SIGNATURE

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

CACI International Inc

By: /s/ Arnold D. Morse

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

Dated: November 22, 2011

SECOND AMENDMENT

THIS SECOND AMENDMENT (this “Amendment”) dated as of November 18, 2011 to the Credit Agreement referenced below is by and among CACI International Inc, a Delaware corporation (the “Borrower”), the Guarantors identified on the signature pages hereto, the Lenders identified on the signature pages hereto and Bank of America, N.A., in its capacity as Administrative Agent (in such capacity, the “Administrative Agent”).

WITNESSETH

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

WHEREAS, the Borrower has requested certain modifications to the Credit Agreement and all the Lenders have agreed to the requested modifications to the Credit Agreement on the terms and conditions set forth herein.

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

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

2. Amendments. The Credit Agreement is amended as follows:

2.1 The table in the definition of “Applicable Rate” in Section 1.01 is amended to read as follows:

| Pricing Tier | Consolidated Total Leverage Ratio | Eurodollar Rate Loans | Base Rate Loans | Commitment Fee |
|--------------|-----------------------------------|-----------------------|-----------------|----------------|
| 1 | < 1.25:1.0 | 1.25% | 0.25% | 0.20% |
| 2 | ≥ 1.25:1.0 but < 2.25:1.0 | 1.50% | 0.50% | 0.25% |
| 3 | ≥ 2.25:1.0 but < 3.25:1.0 | 1.75% | 0.75% | 0.30% |
| 4 | ≥ 3.25:1.0 but < 4.25:1.0 | 2.00% | 1.00% | 0.35% |
| 5 | ≥ 4.25:1.0 | 2.50% | 1.50% | 0.40% |

2.2 In the definition of “Applicable Rate” in Section 1.01 the reference to “Pricing Tier 6” is amended to read “Pricing Tier 5” and a new sentence is inserted before the last sentence of the definition to read as follows:

The Applicable Rate in effect from the effective date of the Second Amendment to this Agreement through the first Business Day immediately following the date a Compliance Certificate is required to be delivered pursuant to Section 7.02(b) for the fiscal quarter ending December 31, 2011 shall be determined based upon Pricing Tier 2.

2.3 In the definition of “Consolidated Fixed Charges” in Section 1.01 clause (d) is amended to read as follows:

Restricted Payments made under Section 8.06(d) (other than (i) Specified Restricted Payments and (ii) all other Restricted Payments made since the end of the most recent Applicable Period most recently ended prior to the date of such Restricted Payment if, at the time any such Restricted Payment is made, the Consolidated Total Leverage Ratio recomputed as of the end of such Applicable Period is less than 3.0:1.0 on a Pro Forma Basis after giving effect to such Restricted Payment plus all other Restricted Payments made since the end of such Applicable Period).

2.4 The definition of “Maturity Date” in Section 1.01 is amended to read as follows:

“ Maturity Date ” means November 18, 2016; provided, however, that if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

2.5 In the definition of “Specified Restricted Payments” in Section 1.01, the word “and” is inserted after clause (a), a period is inserted after clause (b) and clauses (c) and (d) are deleted in their entirety.

2.6 The table in Section 2.07(c) is amended to read as follows:

| <u>Payment Dates</u> | <u>Principal Amortization Payment</u> |
|---------------------------------|---|
| March 31, 2011 | \$ 1,875,000 |
| June 30, 2011 | \$ 1,875,000 |
| September 30, 2011 | \$ 1,875,000 |
| December 31, 2011 | \$ 1,875,000 |
| March 31, 2012 | \$ 1,875,000 |
| June 30, 2012 | \$ 1,875,000 |
| September 30, 2012 | \$ 1,875,000 |
| December 31, 2012 | \$ 1,875,000 |
| March 31, 2013 | \$ 1,875,000 |
| June 30, 2013 | \$ 1,875,000 |
| September 30, 2013 | \$ 1,875,000 |
| December 31, 2013 | \$ 1,875,000 |
| March 31, 2014 | \$ 1,875,000 |
| June 30, 2014 | \$ 1,875,000 |
| September 30, 2014 | \$ 1,875,000 |
| December 31, 2014 | \$ 1,875,000 |
| March 31, 2015 | \$ 1,875,000 |
| June 30, 2015 | \$ 1,875,000 |
| September 30, 2015 | \$ 1,875,000 |
| December 31, 2015 | \$ 3,750,000 |
| March 31, 2016 | \$ 3,750,000 |
| June 30, 2016 | \$ 3,750,000 |
| September 30, 2016 | \$ 3,750,000 |
| Maturity Date for the Term Loan | Unpaid principal balance of the Term Loan |

2.7 The reference to “\$200 million” in clause (iv)(A) of the second proviso of Section 11.01 is amended to read “\$300 million”.

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

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

(b) Opinions of Counsel. Receipt by the Administrative Agent of customary opinions of legal counsel to the extent requested by the Administrative Agent.

(c) Certified Resolutions. Receipt by the Administrative Agent of such certificates of resolutions or other action of the Loan Parties authorizing and approving this Amendment.

(d) Assignment and Assumption. Each Lender that will not execute this Amendment shall have assigned all of its rights and obligations under the Credit Agreement and the other Loan Documents (including all of its Commitments and the Loans) in accordance with Section 11.06(b) of the Credit Agreement to a Lender that will execute this Amendment.

(e) Fees. Receipt by the Administrative Agent, the Arranger and the Lenders of all fees required to be paid on or before the effective date of this Amendment.

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

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

6. Reaffirmation of Obligations. Each Loan Party (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Loan Documents and (c) agrees that this Amendment does not operate to reduce or discharge such Loan Party's obligations under the Loan Documents (except as expressly set forth in Section 2 above).

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

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

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

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

[SIGNATURE PAGES FOLLOW]

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

BORROWER: CACI INTERNATIONAL INC, a Delaware corporation

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial Officer & Treasurer

GUARANTORS: CACI PRODUCTS COMPANY, a Delaware corporation

CACI PRODUCTS COMPANY CALIFORNIA, a California corporation

CACI, INC.-FEDERAL, a Delaware corporation

CACI, INC.-COMMERCIAL, a Delaware corporation

CACI TECHNOLOGIES, INC., a Virginia corporation

CACI DYNAMIC SYSTEMS, INC., a Virginia corporation

CACI PREMIER TECHNOLOGY, INC., a Delaware corporation

CACI MTL SYSTEMS, INC., a Delaware corporation

CACI SYSTEMS, INC., a Virginia corporation

CACI-CMS INFORMATION SYSTEMS, INC, a Virginia corporation

CACI ENTERPRISE SOLUTIONS, INC., a Delaware corporation

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

CACI-WGI, INC., a Delaware corporation

CACI SECURED TRANSFORMATIONS, INC., a Florida corporation

CACI-NSR, INC., a Delaware corporation

CACI TECHNOLOGY INSIGHTS, INC., a Virginia corporation

CACI-ATHENA, INC., a Delaware corporation

BUSINESS DEFENSE AND SECURITY CORPORATION, a Virginia corporation

CACI-ISS, INC., a Delaware corporation

SYSTEMWARE INCORPORATED, a California corporation

APPLIED SYSTEMS RESEARCH, INC., a Virginia corporation

TECHNIGRAPHICS, INC., an Ohio corporation

PANGIA TECHNOLOGIES, LLC, a Nevada limited liability company

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial Officer & Treasurer

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ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Roberto Salazar

Name: Roberto Salazar

Title: Vice President

[SIGNATURE PAGES FOLLOW]

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

By: /s/ Michael T. Radcliffe

Name: Michael T. Radcliffe

Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Anthony Galea

Name: Anthony Galea

Title: Vice President

SUNTRUST BANK

By: /s/ David Bennett

Name: David Bennett

Title: Vice President

CITIZENS BANK OF PENNSYLVANIA

By: /s/ Sandra BVW Braun

Name: Sandra BVW Braun

Title: SVP

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Scott Santa Cruz

Name: Scott Santa Cruz

Title: Managing Director

RBC BANK (USA)

By: _____

Name:

Title:

BRANCH BANKING AND TRUST COMPANY

By: /s/ James E. Davis

Name: James E. Davis

Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Bremmer Kneib

Name: Bremmer Kneib

Title: Assistant Vice President

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SUMITOMO MITSUI BANKING CORPORATION, NEW YORK

By: _____

Name:

Title:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: _____

Name:

Title:

TD BANK, N.A.

By: /s/ Louise Wager_____

Name: Louise Wager

Title: Vice President

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Steven L. Sawyer_____

Name: Steven L. Sawyer

Title: Vice President

CAPITAL ONE, N.A.

By: /s/ Todd W. Rowley

Name: Todd W. Rowley

Title: SVP

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: /s/ Shaheen Malik

/s/ Michael Spaight

Name: Shaheen Malik

Michael Spaight

Title: Vice President

Associate

THE NORTHERN TRUST COMPANY

By: /s/ Michael Kingsley

Name: Michael Kingsley

Title: Sr. Vice President

FIRST COMMONWEALTH BANK

By: /s/ Lawrence C. Deihle

Name: Lawrence C. Deihle

Title: SVP

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TAIPEI FUBON COMMERCIAL BANK, CO., LTD.

By: /s/ Bill Hwang

Name: Bill Hwang

Title: First Vice President & General Manager

BANK LEUMI USA

By: _____

Name:

Title:

THE BANK OF EAST ASIA, LIMITED, NEW YORK BRANCH

By: _____

Name:

Title:

CHANG HWA COMMERCIAL BANK, LTD., NEW YORK BRANCH

By: /s/ Eric Y.S. Tsai

Name: /s/ Eric Y.S. Tsai

Title: V.P. & General Manager

ROYAL BANK OF CANADA

By: /s/ Richard Smith

Name: Richard Smith

Title: Authorized Signatory