

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

**FORM S-8**  
**REGISTRATION STATEMENT**  
**UNDER**  
**THE SECURITIES ACT OF 1933**

**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.)

**1100 North Glebe Road**  
**Arlington, Virginia 22201**  
 (Address of Principal Executive Offices including Zip Code)

**CACI International Inc 2006 Stock Incentive Plan**

(Full Title of the Plan)

**Arnold Morse**  
**Senior Vice President, Chief Legal Officer and Secretary**  
**CACI International Inc**  
**1100 North Glebe Road**  
**Arlington, Virginia 22201**  
**(703) 841-7800**  
 (Name, Address and Telephone Number, Including Area Code, of Agent for Service)

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

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐ (Do not check if a smaller reporting company)

Smaller reporting company ☐

**CALCULATION OF REGISTRATION FEE**

Title Of Each Class Of Securities To Be Registered	Amount To Be Registered(1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price(3)	Amount Of Registration Fee
Common Stock, par value \$0.10 per share	1,500,000	\$45.425	\$68,137,500	\$2,677.80

- (1) In addition, pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement also covers an indeterminate number of shares of Common Stock that may be offered or issued by reason of stock splits, stock dividends or similar transactions.
- (2) Calculated pursuant to Rules 457(c) and (h)(1) under the Securities Act based on the average of the high and low sale prices of Common Stock of the Registrant as reported on the New York Stock Exchange on February 2, 2009.

---

Explanatory Note Pursuant to General Instruction E of Form S-8

This Registration Statement covers an additional 1,500,000 shares of common stock issuable pursuant to the CACI International Inc 2006 Stock Incentive Plan (the “2006 Plan”). These shares are in addition to the 2,894,130 shares of common stock issuable under the 2006 Plan that were registered pursuant to the Registration Statement on Form S-8, File No. 333-148032, filed with the Securities and Exchange Commission (the “Commission”) on December 12, 2007 (the “Original Registration Statement”).

Pursuant to General Instruction E of Form S-8, CACI International Inc hereby incorporates the Original Registration Statement by reference (a) to the extent that the Original Registration Statement relates to the 2006 Plan and (b) except to the extent that any part of the Original Registration Statement is modified or superseded by this Registration Statement and any document incorporated by reference herein.

**PART I**

**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

The documents containing the information concerning the 2006 Plan required by Item 1 of Part I of Form S-8 and the statement of availability of Registration Information, Plan Information and other information required by Item 2 of Part I of Form S-8 will be sent or given to participants as specified by Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”). In accordance with Rule 428 and the requirements of Part I of Form S-8, such documents are not being filed with the Securities and Exchange Commission (the “Commission”) either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. We will maintain a file of such documents in accordance with the provisions of Rule 428. Upon request, we will furnish to the Commission or its staff a copy or copies of all of the documents included in such file.

**PART II**

**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference.**

The following documents previously filed with the Commission are incorporated herein by reference to the extent such documents are filed, not furnished:

- (a) Our annual report on Form 10-K for the fiscal year ended June 30, 2008, filed on August 27, 2008;
- (b) Our quarterly report on Form 10-Q for the three months ended September 30, 2008, filed on November 7, 2008;
- (c) Our current reports on Form 8-K, filed on August 5, 2008, August 7, 2008, September 4, 2008 and November 13, 2008;
- (d) The description of our Common Stock contained in the registration statement on Form 8-A/A, filed on March 21, 2003; and
- (e) Our definitive proxy statement filed on October 7, 2008.

All documents subsequently filed by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated herein by reference modifies or supersedes such earlier statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

---

**Item 6. Interests of Named Experts and Counsel.**

The validity of the securities we are registering is being passed upon by Foley Hoag LLP, Boston, Massachusetts.

**Item 7. Indemnification of Directors and Officers.**

Section 145 of the Delaware General Corporation Law affords a Delaware corporation the power to indemnify its present and former directors and officers under certain conditions. Article EIGHTH of our Certificate of Incorporation provides that we may, to the full extent permitted by Section 145 of the Delaware General Corporation Law, indemnify all persons that we are permitted to indemnify under Section 145 of the Delaware General Corporation Law, as the same exists or may hereafter be amended. Section 9 of ARTICLE VI of our By-Laws provides that we shall indemnify and hold harmless to the fullest extent permissible under the Delaware General Corporation Law every person who was or is a party or is threatened to be made a party to or is involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was one of our directors or corporate officers (as defined, and including “executive officers” under the federal securities laws and statutory officers under Delaware law) or is or was serving at our request as a director or officer of another corporation, against all expense, liability, and loss (including attorneys’ fees, judgments, fines, and, if approved by our board of directors, amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection with that action, suit, or proceeding. Section 9 of ARTICLE VI of our By-Laws also provides that we may pay expenses incurred by a director or corporate officer in connection with the defense of any civil or criminal action, suit, or proceeding in advance of the disposition of the action, suit, or proceeding, upon a commitment by or on behalf of the director or corporate officer to repay such amounts if it is ultimately determined that he is not entitled to be indemnified by us. We have entered into separate indemnification agreements with our directors and executive officers that provide these persons indemnification protection in the event our Certificate of Incorporation is subsequently amended.

Section 145 of the Delaware General Corporation Law also affords a Delaware corporation the power to obtain insurance on behalf of its directors and officers against liabilities incurred by them in those capacities. We have procured a directors’ and officers’ liability and company reimbursement liability insurance policy that (a) insures our directors and officers against losses (above a deductible amount) arising from certain claims made against them by reason of certain acts done or attempted by such directors or officers and (b) insures us against losses (above a deductible amount) arising from any such claims, but only if we are required or permitted to indemnify such directors or officers for such losses under statutory or common law or under provisions of our Certificate of Incorporation or our By-Laws.

**Item 8. Exhibits.**

<b>Exhibit Number</b>	<b>Description</b>
4.1	Certificate of Incorporation of CACI International Inc, as amended to date (filed as Appendix A to our definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission on October 15, 2002 and incorporated herein by reference).
4.2	Amended and Restated By-Laws of CACI International Inc (filed as Exhibit 3.1 to our current report on Form 8-K filed with the Securities and Exchange Commission on March 7, 2008 and incorporated herein by reference).
4.3	The Rights Agreement dated July 11, 2003 between CACI International Inc and American Stock Transfer & Trust Company (filed as Exhibit 4.1 of our current report Form 8-K filed with the Securities and Exchange Commission on July 11, 2003 and incorporated herein by reference).
5.1	Opinion of Foley Hoag LLP, filed herewith.

- 10.1 CACI International Inc 2006 Stock Incentive Plan, as amended, filed herewith.
- 10.2 Form of Performance Restricted Stock Unit Grant Agreement for Grantees Who are Grandfathered Executives, filed herewith.
- 10.3 Form of Performance Restricted Stock Unit Grant Agreement for Grantees Who are Not Eligible for Grandfathered Retirement, filed herewith.
- 10.4 Form of Restricted Stock Unit Grant Agreement for Grantees Who are Grandfathered Executives, filed herewith.
- 10.5 Form of Restricted Stock Unit Grant Agreement for Grantees Who are Not Eligible for Grandfathered Retirement, filed herewith.
- 10.6 Form of Stock-Settled Stock Appreciation Rights Grant Agreement, filed herewith.
- 10.7 Form of Non-Employee Director Restricted Stock Unit Grant Agreement, filed herewith.
- 23.1 Consent of Ernst & Young LLP, independent registered public accounting firm, filed herewith.
- 23.2 Consent of Foley Hoag LLP (included in Exhibit 5.1).
- 24.1 Power of Attorney (contained on the signature page).

**Item 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

(3) To remove from registration by means of post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Arlington, Commonwealth of Virginia, on the 4<sup>th</sup> day of February, 2009.

CACI INTERNATIONAL INC

By: /s/ Arnold D. Morse

Arnold D. Morse

Senior Vice President, Chief Legal Officer and  
Secretary

---

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below does hereby constitute and appoint Arnold D. Morse as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including, without limitation, post-effective amendments and documents in connection therewith) to this Registration Statement, and to file the same with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or either of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signatures	Title	Date
<u>/s/ Paul M. Cofoni</u> <b>Paul M. Cofoni</b>	President, Chief Executive Officer and Director (Principal Executive Officer)	February 4, 2009
<u>/s/ Thomas A. Mutryn</u> <b>Thomas A. Mutryn</b>	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)	February 4, 2009
<u>/s/ Carol P. Hanna</u> <b>Carol P. Hanna</b>	Senior Vice President, Corporate Controller and Chief Accounting Officer (Principal Accounting Officer)	February 4, 2009
<u>/s/ Dr. J. P. London</u> <b>Dr. J. P. London</b>	Executive Chairman and Chairman of the Board	February 4, 2009
<u>/s/ Dan R. Bannister</u> <b>Dan R. Bannister</b>	Director	February 4, 2009
<u>/s/ Gregory G. Johnson</u> <b>Gregory G. Johnson</b>	Director	February 4, 2009
<u>/s/ Richard L. Leatherwood</u> <b>Richard L. Leatherwood</b>	Director	February 4, 2009
<u>/s/ James L. Pavitt</u> <b>James L. Pavitt</b>	Director	February 4, 2009
<u>/s/ Dr. Warren R. Phillips</u> <b>Dr. Warren R. Phillips</b>	Director	February 4, 2009
<u>/s/ Charles P. Revoile</u> <b>Charles P. Revoile</b>	Director	February 4, 2009

## EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
4.1	Certificate of Incorporation of CACI International Inc, as amended to date (filed as Appendix A to our definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission on October 15, 2002 and incorporated herein by reference).
4.2	Amended and Restated By-Laws of CACI International Inc (filed as Exhibit 3.1 to our current report on Form 8-K filed with the Securities and Exchange Commission on March 7, 2008 and incorporated herein by reference).
4.3	The Rights Agreement dated July 11, 2003 between CACI International Inc and American Stock Transfer & Trust Company (filed as Exhibit 4.1 of our current report Form 8-K filed with the Securities and Exchange Commission on July 11, 2003 and incorporated herein by reference).
5.1	Opinion of Foley Hoag LLP, filed herewith.
10.1	CACI International Inc 2006 Stock Incentive Plan, as amended, filed herewith.
10.2	Form of Performance Restricted Stock Unit Grant Agreement for Grantees Who are Grandfathered Executives, filed herewith.
10.3	Form of Performance Restricted Stock Unit Grant Agreement for Grantees Who are Not Eligible for Grandfathered Retirement, filed herewith.
10.4	Form of Restricted Stock Unit Grant Agreement for Grantees Who are Grandfathered Executives, filed herewith.
10.5	Form of Restricted Stock Unit Grant Agreement for Grantees Who are Not Eligible for Grandfathered Retirement, filed herewith.
10.6	Form of Stock-Settled Stock Appreciation Rights Grant Agreement, filed herewith.
10.7	Form of Non-Employee Director Restricted Stock Unit Grant Agreement, filed herewith.
23.1	Consent of Ernst & Young LLP, independent registered public accounting firm, filed herewith.
23.2	Consent of Foley Hoag LLP (included in Exhibit 5.1).
24.1	Power of Attorney (contained on the signature page).



Seaport World Trade Center West  
155 Seaport Boulevard  
Boston, MA 02210-2600

617 832 1000 *main*  
617 832 7000 *fax*

February 3, 2009

CACI International Inc  
1100 North Glebe Road  
Arlington, Virginia 22201

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have reviewed the Registration Statement on Form S-8 (as such may be amended or supplemented, the “Registration Statement”) to be filed by CACI International Inc (the “Company”) with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), relating to the offering by the Company of up to 1,500,000 shares (the “Shares”) of its common stock, \$0.10 par value per share, issuable under the Company’s 2006 Stock Incentive Plan (the “Plan”).

In arriving at the opinion expressed below, we have examined the certificate of incorporation of the Company, as amended to date, the by-laws of the Company, as amended to date, the records of meetings and consents of the Board of Directors and stockholders of the Company provided to us by the Company, the Registration Statement and the Plan.

In addition, we have examined and relied on the originals or copies certified or otherwise identified to our satisfaction of all such corporate records of the Company and such other instruments and other certificates of public officials, officers and representatives of the Company and such other persons, and we have made such examination of law, as we have deemed appropriate as a basis for the opinion expressed below. This opinion is limited solely to the General Corporation Law of the State of Delaware, including applicable provisions of the Delaware Constitution and reported judicial decisions interpreting such Law and such Constitution.

We assume that all Shares to be granted or issued upon exercise of options granted or to be granted or pursuant to other awards granted or to be granted pursuant to the Plan will be issued in accordance with the applicable terms of the Plan and that the purchase price of the Shares, or the value of other consideration received or to be received by the Company for the Shares, will be valid consideration equal to or in excess of the par value thereof.

Based upon and subject to the foregoing, it is our opinion that the Shares, when issued and delivered upon the exercise of options or pursuant to other awards granted or to be granted pursuant to the Plan and against the receipt of the purchase price or other consideration therefor, will be validly issued, fully paid and nonassessable.

BOSTON | WASHINGTON | EMERGING ENTERPRISE CENTER | FOLEYHOAG.COM



This opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is effective.

This opinion is being delivered solely for the benefit of the Company and such other persons as are entitled to rely upon it pursuant to applicable provisions of the Securities Act. This opinion may not be used, quoted, relied upon or referred to for any other purpose nor may this opinion be used, quoted, relied upon or referred to by any other person, for any purpose, without our prior written consent.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Sincerely,

FOLEY HOAG LLP

By: /s/ Dean F. Hanley  
a Partner

**CACI INTERNATIONAL INC**  
**2006 STOCK INCENTIVE PLAN**  
**As Amended and Restated Effective August 13, 2008**

## TABLE OF CONTENTS

	<u>Page</u>
<b>1. Establishment, Purpose and Types of Awards</b>	<b>1</b>
<b>2. Definitions</b>	<b>1</b>
<b>3. Administration</b>	<b>4</b>
(a) <i>Procedure</i>	4
(b) <i>Secondary Committees and Sub-Plans</i>	4
(c) <i>Powers of the Committee</i>	4
(d) <i>Limited Liability</i>	5
(e) <i>Indemnification</i>	5
(f) <i>Effect of Committee's Decision</i>	5
<b>4. Stock Available Under the Plan; Maximum Awards</b>	<b>5</b>
(a) <i>Stock Available Under the Plan</i>	5
(b) <i>Maximum Awards to Covered Employees</i>	6
(c) <i>Limitation on Full Value Awards</i>	6
(d) <i>Substitute Awards</i>	6
<b>5. Participation</b>	<b>6</b>
<b>6. Stock Options</b>	<b>6</b>
(a) <i>Grant of Option</i>	7
(b) <i>Exercise Price</i>	7
(c) <i>Payment</i>	7
(d) <i>Term of Options</i>	7
(e) <i>Restrictions on Incentive Stock Options</i>	7
(f) <i>Other Terms and Conditions</i>	8
<b>7. Restricted Stock and Restricted Stock Units</b>	<b>8</b>
(a) <i>In General</i>	8
(b) <i>Vesting Conditions and Other Restrictions</i>	8
(c) <i>Stock Issuance and Stockholder Rights</i>	8
(d) <i>Restricted Stock Units Granted to Non-Employee Directors</i>	9
(e) <i>Election to Defer</i>	10
<b>8. Stock Appreciation Rights</b>	<b>10</b>
(a) <i>Award of Stock Appreciation Rights</i>	10
(b) <i>Restrictions of Tandem SARs</i>	10
(c) <i>Amount of Payment upon Exercise of SARs</i>	10
(d) <i>Form of Payment upon Exercise of SARs</i>	11
<b>9. Unrestricted Stock</b>	<b>11</b>
(a) <i>Grant or Sale of Unrestricted Stock.</i>	11
(b) <i>Restrictions on Transfers.</i>	11
<b>10. Performance Awards</b>	<b>11</b>
(a) <i>In General</i>	11
(b) <i>Covered Employee Targets</i>	11
(c) <i>Nonexclusive Provision.</i>	11
<b>11. Tax Withholding</b>	<b>11</b>
(a) <i>Payment by Participant</i>	11
(b) <i>Payment in Shares</i>	12
(c) <i>Notice of Disqualifying Disposition</i>	12
<b>12. Transferability</b>	<b>12</b>
<b>13. Adjustments; Business Combinations</b>	<b>12</b>
(a) <i>Adjustments</i>	12
(b) <i>Change in Control</i>	12
(c) <i>Dissolution and Liquidation</i>	13
(d) <i>Other Adjustments</i>	13
<b>14. Termination and Amendment</b>	<b>13</b>
(a) <i>Amendment or Termination by the Board</i>	13
(b) <i>Amendments by the Committee</i>	13

---

(c) <i>Approval of Participants</i>	13
<b>15. Non-Guarantee of Employment</b>	<b>13</b>
<b>16. Termination of Employment</b>	<b>13</b>
<b>17. Written Agreement</b>	<b>14</b>
<b>18. Non-Uniform Determinations</b>	<b>14</b>
<b>19. Limitation on Benefits</b>	<b>14</b>
<b>20. Compliance with Securities Law</b>	<b>14</b>
<b>21. No Trust or Fund Created</b>	<b>14</b>
<b>22. No Limit on Other Compensation Arrangements</b>	<b>14</b>
<b>23. No Restriction of Corporate Action</b>	<b>15</b>
<b>24. Construction; Governing Law</b>	<b>15</b>
<b>25. Plan Subject to Charter and Bylaws</b>	<b>15</b>
<b>26. Effective Date; Termination Date</b>	<b>15</b>

---

**CACI INTERNATIONAL INC**  
**2006 STOCK INCENTIVE PLAN**

**1. Establishment, Purpose and Types of Awards**

CACI International Inc, a Delaware corporation (the “Company”) hereby establishes the CACI International Inc 2006 Stock Incentive Plan (the “Plan”). The purpose of the Plan is to promote the long-term growth and profitability of the Company by (i) providing incentives to improve stockholder value and to contribute to the growth and financial success of the Company, and (ii) enabling the Company to attract, retain and reward the best available persons for positions of substantial responsibility.

The Plan permits the granting of Awards in the form of Incentive Stock Options, Non-Statutory Stock Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Unrestricted Stock, and Performance Awards, in each case as such term is defined below, and any combination of the foregoing.

**2. Definitions**

Under this Plan, except where the context otherwise indicates, the following definitions apply:

“*Affiliate*” means any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own directly or indirectly fifty percent (50%) or more of the total combined voting power of all classes of stock (or other equity interests) in such entity.

“*Affiliated Group Member*” means any member of the “affiliated group,” as such term is defined in Section 1504 of the Code (but determined without regard to Section 1504(b) of the Code), which includes the Company.

“*Award*” means an Incentive Stock Option, Non-Statutory Stock Option, Restricted Stock, Restricted Stock Unit, Stock Appreciation Right, Unrestricted Stock, and Performance Award, and any combination of the foregoing.

“*Board*” means the Board of Directors of the Company.

“*Change in Control*” means the occurrence of any one of the following events:

- (i) any “person” (as such term is used in Sections 13(d) and 14(d)(2) of the Exchange Act) becomes a “beneficial owner” (as such term is defined in Rule 13d-3 promulgated under the Exchange Act) (other than the Company, any trustee or other fiduciary holding securities under an employee benefit plan of the Company, or any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company), directly or indirectly, of securities of the Company representing twenty percent (20%) or more of the combined voting power of the Company’s then outstanding securities; or
- (ii) persons who, as of July 1, 2006, constituted the Company’s Board (the “Incumbent Board”) cease for any reason, including without limitation as a result of a tender offer, proxy contest, merger or similar transaction, to constitute at least a majority of the Board, provided that any person becoming a director of the Company subsequent to July 1, 2006 whose election was approved by, or who was nominated with the approval of, at least a majority of the directors then comprising the Incumbent Board shall, for purposes of this Plan, be considered a member of the Incumbent Board; or
- (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation or other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

- (iv) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

"Code" means the Internal Revenue Code of 1986, as amended, and any regulations issued thereunder.

"Committee" means the Compensation Committee of the Board or such other committee or sub-committee of the Board as may be appointed pursuant to Section 3 of the Plan to administer the Plan.

"Committee Delegate" means the Chief Executive Officer or other senior officer of the Company to whom duties and powers of the Board or Committee hereunder have been delegated pursuant to Section 3(b).

"Covered Employee" means an employee of the Company or any Affiliated Group Member who is subject to Section 162(m) of the Code.

"Disabled" or "Disability" means (i) the Participant is subject to a legal decree of incompetency (the date of such decree being deemed the date on which such disability occurred), (ii) the written determination by a physician selected by the Company that, because of a medically determinable disease, injury or other physical or mental disability, the Participant is unable substantially to perform each of the material duties of the Participant's position as an Executive, and that such disability has lasted for the immediately preceding ninety (90) days and is, as of the date of determination, reasonably expected to last an additional six (6) months or longer after the date of determination, in each case based upon medically available reliable information, or (iii) the Participant's qualifying for benefits under the Company's long-term disability coverage, if any.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended and any rules or regulations promulgated thereunder.

"Fair Market Value" of the Stock for any purpose on a particular date means the closing price per share of the Stock on such date as reported by such registered national securities exchange on which the Stock is listed, or, if the Stock is not listed on such an exchange, as quoted on NASDAQ; provided, that, if there is no trading on such date, Fair Market Value shall be deemed to be the closing price per share on the last preceding date on which the Stock was traded. If the Stock is not listed on any registered national securities exchange or quoted on an established securities market, the Fair Market Value of the Stock shall be determined in good faith by the Committee by the reasonable application of a reasonable valuation method consistent with Treas. Reg. § 1.409A-1(b)(5)(iv)(B).

"Grant Agreement" means a written agreement between the Company and a Participant memorializing the terms and conditions of an Award granted pursuant to the Plan.

"Grant Date" means the date on which the Committee formally acts to grant an Award to a Participant or such other later date as the Committee shall so designate at the time of taking such formal action.

"Incentive Stock Options" means Stock options that meet the requirements of Section 422 of the Code.

"Non-Employee Director" means any director who: (i) is not currently an officer of the Company, a Subsidiary or an Affiliate, or otherwise currently employed by the Company, a Subsidiary or an Affiliate, (ii) does not receive compensation, either directly or indirectly, from the Company, a Subsidiary or an Affiliate, for services rendered as a consultant or in any capacity other than as a director, except for an amount that does not exceed the dollar amount for which disclosure would be required pursuant to Item 404(a) of Regulation S-K promulgated by the SEC, (iii) does not possess an interest in any other transaction for which disclosure would be required pursuant to Rule 404(a) of Regulation S-K, and (iv) is not engaged in a business relationship for which disclosure would be required pursuant to Rule 404(b) of Regulation S-K.

"Non-Statutory Stock Options" means Stock options that do not meet the requirements of Section 422 of the Code.

"Outside Director" means any director who (i) is not an employee of the Company or of any Affiliated

Group Member, (ii) is not a former employee of the Company or any Affiliated Group Member who is receiving compensation for prior services (other than benefits under a tax-qualified retirement plan) during the Company's or any Affiliated Group Member's taxable year, (iii) has not been an officer of the Company or any Affiliated Group Member and (iv) does not receive remuneration from the Company or any Affiliated Group Member, either directly or indirectly, in any capacity other than as a director. "Outside Director" shall be determined in accordance with Section 162(m) of the Code and the Treasury regulations issued thereunder.

"*Parent*" means a company, whether now or hereafter existing, within the meaning of the definition of "parent company" provided in Section 424(e) of the Code, or any successor thereto of similar import.

"*Participant*" means any member of the Board or officer or key employee of the Company or any Subsidiary or Affiliate, who is granted an Award under the Plan.

"*Performance Award*" means an Award under Section 10 hereof.

"*Performance Measure*" means one or more of the following criteria, or such other operating objectives, selected by the Committee to measure performance of the Company or any Subsidiary or Affiliate or other business division of same for a Performance Period, whether in absolute or relative terms: basic or diluted earnings per share of Stock; earnings per share of Stock growth; revenue; operating income or profit; net income or profit (either before or after taxes); earnings and/or net income or profit before interest and taxes; earnings and/or net income or profit before interest, taxes, depreciation and amortization; return on capital; return on equity; return on assets; net cash provided by operations; free cash flow; Stock price; economic profit; economic value; total stockholder return; gross margins and costs. Each such measure shall be determined in accordance with generally accepted accounting principles as consistently applied, adjusted to omit the effects of extraordinary items, gain or loss on the disposal of a business segment, unusual or infrequently occurring events and transactions and cumulative effects of changes in accounting principles.

"*Performance Period*" means a period of not less than one year over which the achievement of targets for Performance Measures is determined.

"*Performance Shares*" mean Restricted Stock Units granted under Section 10.

"*Repricing*" or "*Reprice*" means any of the following or other action that has the same effect: (i) lowering the exercise price of a Stock option after it is granted, (ii) any other action that is treated as a repricing under generally accepted accounting principles, or (iii) canceling a Stock option at a time when its exercise price exceeds the Fair Market Value of the underlying Stock in exchange for another Award, or other equity of the Company, unless the cancellation and exchange occurs in connection with a merger, acquisition, spin-off, or similar corporate transaction.

"*Restricted Stock*" and "*Restricted Stock Units*" means Awards under Section 7.

"*Rule 16b-3*" means Rule 16b-3 as in effect under the Exchange Act on the effective date of the Plan, or any successor provision prescribing conditions necessary to exempt the issuance of securities under the Plan (and further transactions in such securities) from Section 16(b) of the Exchange Act.

"*Securities Act*" means the U.S. Securities Act of 1933, as amended and any rules or regulations promulgated thereunder.

"*Separation from Service*" means separation from service (within the meaning of Section 409A(a)(2)(A)(i) of the Code).

"*Specified Employee*" means a specified employee within the meaning of Section 409A(a)(2)(B)(i) of the Code.

"*Stock*" means common stock of the Company, par value \$0.10 per share.

*“Stock Appreciation Rights” or “SARs” means Awards under Section 8.*

*“Subsidiary” and “Subsidiaries” means only a company or companies, whether now or hereafter existing, within the meaning of the definition of “subsidiary company” provided in Section 424(f) of the Code, or any successor thereto of similar import.*

*“Terminated Plan” means the 1996 Stock Incentive Plan.*

*“Unrestricted Stock” means Awards under Section 9.*

### **3. Administration**

(a) *Procedure.* The Plan shall be administered by a Stock Incentive Plan Committee (the “Committee”) consisting of all members of the Compensation Committee of the Company, each of whom qualifies as an Outside Director and a Non-Employee Director, but the authority and validity of any act taken or not taken by the Committee shall not be affected if any person administering the Plan is not an Outside Director or a Non-Employee Director. The Committee shall have at least two (2) members at all times. None of the members of the Committee shall have been granted any Award under this Plan (other than pursuant to Sections 6(g) and 9(b) herein) or the Terminated Plan (other than pursuant to Sections 5(b) and 7(b) therein). Except as specifically reserved to the Board under the terms of the Plan, the Committee shall have full and final authority to operate, manage and administer the Plan on behalf of the Company. Action by the Committee shall require the affirmative vote of a majority of all members thereof.

(b) *Secondary Committees and Sub-Plans.* The Board may, in its sole discretion, divide the duties and powers of the Committee by establishing one or more secondary Committees to which certain duties and powers of the Committee hereunder are delegated (each of which shall be regarded as a “Committee” under the Plan with respect to such duties and powers). Additionally, if permitted by applicable law, the Board or Committee may delegate certain of the Committee’s duties and powers hereunder to the Chief Executive Officer and/or to other senior officers of the Company subject to such conditions and limitations as the Board or Committee shall prescribe. However, only the Committee described under Subsection 3(a) may designate and grant Awards to Participants. The Committee shall also have the power to establish sub-plans (which may be included as appendices to the Plan or the respective Grant Agreements), which may constitute separate programs, for the purpose of establishing programs which meet any special tax or regulatory requirements of jurisdictions other than the United States and its subdivisions. Any such interpretations, rules, administration and sub-plans shall be consistent with the basic purposes of the Plan.

(c) *Powers of the Committee.* The Committee shall have all the powers vested in it by the terms of the Plan, such powers to include authority, in its sole and absolute discretion, to grant Awards under the Plan, prescribe Grant Agreements evidencing such Awards and establish programs for granting Awards. The Committee shall have full power and authority to take all other actions necessary to carry out the purpose and intent of the Plan, including, but not limited to, the authority to:

- (i) determine the Participants to whom, and the time or times at which, Awards shall be granted,
- (ii) determine the types of Awards to be granted,
- (iii) determine the number of shares of Stock to be covered by or used for reference purposes for each Award,
- (iv) impose such terms, limitations, vesting schedules, restrictions and conditions upon any such Award as the Committee shall deem appropriate, including without limitation establishing, in its discretion, Performance Measures that must be satisfied before an Award vests and/or becomes payable, the term during which an Award is exercisable, the purchase price, if any, under an Award and the period, if any, following a Participant’s termination of employment or service with the Company or any Subsidiary or Affiliate during which the Award shall remain exercisable,



(v) subject to the provisions of Section 409A of the Code, modify, extend or renew outstanding Awards, accept the surrender of outstanding Awards and substitute new Awards, provided that no such action shall be taken with respect to any outstanding Award that would materially, adversely affect the Participant without the Participant's consent, or constitute a Repricing of an Incentive Stock Option or Non-Statutory Stock Option without the approval of the holders of the Company's voting securities,

(vi) subject to the provisions of Section 4(c) and to the provisions of Section 409A of the Code, accelerate the time in which an Award may be exercised or in which an Award becomes payable and waive or accelerate the lapse, in whole or in part, of any restriction or condition with respect to an Award, and

(vii) establish objectives and conditions, including targets for Performance Measures, if any, for earning Awards and determining whether Awards will be paid after the end of a Performance Period.

The Committee shall have full power and authority to administer and interpret the Plan and to adopt such rules, regulations, agreements, guidelines and instruments for the administration of the Plan as the Committee deems necessary, desirable or appropriate in accordance with the Bylaws of the Company.

(d) *Limited Liability*. To the maximum extent permitted by law, no member of the Board or Committee or a Committee Delegate shall be liable for any action taken or decision made in good faith relating to the Plan or any Award thereunder.

(e) *Indemnification*. The members of the Board and Committee and any Committee Delegate shall be indemnified by the Company in respect of all their activities under the Plan in accordance with the procedures and terms and conditions set forth in the Certificate of Incorporation and Bylaws of the Company as in effect from time to time. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation and Bylaws, as a matter of law, or otherwise.

(f) *Effect of Committee's Decision*. All actions taken and decisions and determinations made by the Committee or a Committee Delegate on all matters relating to the Plan pursuant to the powers vested in it hereunder shall be in the Committee's or Committee Delegate's sole and absolute discretion and shall be conclusive and binding on all parties concerned, including the Company, its stockholders, any Participants in the Plan and any other employee of the Company, and their respective successors in interest.

#### **4. Stock Available Under the Plan; Maximum Awards**

##### *(a) Stock Available Under the Plan.*

(i) Subject to adjustments as provided in Section 13 of the Plan, the Stock that may be delivered or purchased with respect to Awards granted under the Plan, including with respect to Incentive Stock Options, shall not exceed an aggregate of three million five hundred thousand (3,500,000) shares of Stock, plus the number of shares of Stock available from the Terminated Plan as provided in Subsection 4(a)(ii) below. The Company shall reserve said number of shares of Stock for Awards under the Plan, subject to adjustments as provided in Section 13 of the Plan. If any Award, or portion of an Award, issued under the Plan, expires or terminates unexercised, becomes unexercisable or is forfeited or otherwise terminated, surrendered or canceled as to any shares of Stock without the delivery by the Company (or, in the case of Restricted Stock, without vesting) of Stock or other consideration, the Stock subject to such Award shall thereafter be available for further Awards under the Plan. In the case of a Stock Appreciation Right, the difference between the number of shares of Stock covered by the exercised portion of the SAR and the number of shares of Stock actually delivered upon exercise shall not be restored or available for future issuance under the Plan.

(ii) There shall be available for issuance under the Plan the sum of (A) eight hundred ninety-for thousand three hundred thirty (894,130) shares of Stock, representing the number of shares of Stock

remaining available for issuance under the Terminated Plan at the effective date of this Plan, plus (B) shares of Stock subject to any awards issued under the Terminated Plan to the extent any such award, or portion of an award, issued under the Terminated Plan, expires or terminates unexercised, becomes unexercisable or is forfeited or otherwise terminated, surrendered or canceled as to any shares of Stock without the delivery by the Company (or, in the case of restricted Stock, without vesting) of Stock or other consideration.

(iii) Stock available under the Plan may be, in any combination, (i) authorized but unissued shares of Stock, (ii) shares of Stock that are reacquired by the Company and held as treasury shares, and/or (iii) shares of Stock purchased on the open market by a broker designated by the Company and, subject to the requirements of Section 20, immediately thereafter issued for the benefit of a Participant under the Plan. It is intended that a registration statement under the Securities Act of 1933, as amended, shall be effective with respect to the shares of Stock issued under the Plan.

(b) *Maximum Awards to Covered Employees.* The maximum number of shares of Stock subject to Awards that may be granted during any one calendar year to any one Covered Employee shall be limited to three hundred thousand (300,000). To the extent required by Section 162 (m) of the Code and so long as Section 162(m) of the Code is applicable to persons eligible to participate in the Plan, shares of Stock subject to the foregoing maximum with respect to which the related Award is terminated, surrendered or canceled shall nonetheless continue to be taken into account with respect to such maximum for the calendar year in which granted.

(c) *Limitation on Full Value Awards.* In no event shall the Committee grant more than one million five hundred thousand (1,500,000) shares of Stock in the form of Restricted Stock, Restricted Stock Units or Unrestricted Stock. Shares of Stock subject to a Restricted Stock or Restricted Stock Unit Award which are forfeited by and/or not issued to the Participant as a result of full or partial forfeiture of the Award shall not count towards the limit in the preceding sentence. With respect to Awards of Restricted Stock, Restricted Stock Units or Unrestricted Stock (other than pursuant to Section 9(b)), the vesting schedule must be, at a minimum, (i) three years for shares that vest based on continued service to the Company, and (ii) one year for shares that vest based upon the accomplishment of Performance Measures. Notwithstanding the foregoing limitation, such Award may provide for full vesting upon a Change in Control, death, Disability or retirement (on or after age 65).

(d) *Substitute Awards.* The Committee may grant Awards under the Plan in substitution for stock and stock based awards held by employees of another corporation who concurrently become employees of the Company, a Subsidiary or an Affiliate as the result of a merger or consolidation of the employing corporation with the Company, a Subsidiary or an Affiliate or the acquisition by the Company, a Subsidiary or an Affiliate of property or stock of the employing corporation. The Committee may direct that the substitute awards be granted on such terms and conditions as the Committee considers appropriate in the circumstances. Shares which may be delivered under such substitute awards may be in addition to the maximum number of shares provided for in Section 4(a), provided that said additional shares shall not exceed five hundred thousand (500,000) in the aggregate over the term of the Plan (through the date that is 10 years after the date of adoption of the Plan by the Board of Directors).

## **5. Participation**

Participation in the Plan shall be open to all members of the Board and officers and key employees of the Company, or of any Subsidiary or Affiliate of the Company, as may be selected by the Committee from time to time. Notwithstanding the foregoing, participation in the Plan with respect to Awards of Incentive Stock Options shall be limited to employees of the Company or of any Subsidiary of the Company.

Awards may be granted to such Participants and for or with respect to such number of shares of Stock as the Committee shall determine, subject to the limitations in Section 4 of the Plan. A grant of any type of Award made in any one year to a Participant shall neither guarantee nor preclude a further grant of that or any other type of Award to such person in that year or subsequent years.

## **6. Stock Options**

Subject to the other applicable provisions of the Plan, the Committee may from time to time grant to Participants Awards of Non-Statutory Stock Options and/or Incentive Stock Options. The stock option Awards granted shall be subject to the following terms and conditions.

(a) *Grant of Option*. The grant of a stock option shall be evidenced by a Grant Agreement, executed by the Company and the Participant, stating the number of shares of Stock subject to the stock option evidenced thereby, the exercise price and the terms and conditions of such stock option, in such form as the Committee may from time to time determine.

(b) *Exercise Price*. The price per share payable upon the exercise of each stock option shall be determined by the Committee but shall be no less than one hundred percent (100%) of the Fair Market Value of the Stock on the Grant Date.

(c) *Payment*. Stock options may be exercised in whole or in part by payment of the exercise price of the Stock to be acquired in accordance with the provisions of the Grant Agreement, and/or such rules and regulations as the Committee may have prescribed, and/or such determinations, orders, or decisions as the Committee may have made.

Payment may be made in cash (or cash equivalents acceptable to the Committee) or, if provided in the Grant Agreement and permitted by applicable law, in shares of Stock which have been held by Participant or which would otherwise be issuable to Participant on exercise, or a combination of cash and such Stock, or by such other means as the Committee may prescribe. The Fair Market Value of Stock delivered on exercise of stock options shall be determined as of the date of exercise.

The Committee, subject to such limitations as it may determine, may authorize payment of the exercise price, in whole or in part, by delivery of a properly executed exercise notice, together with irrevocable instructions, to: (i) a brokerage firm to deliver promptly to the Company the aggregate amount of sale or loan proceeds to pay the exercise price and any withholding tax obligations that may arise in connection with the exercise, and (ii) the Company to deliver the certificates for such purchased Stock directly to such brokerage firm.

(d) *Term of Options*. The term during which each stock option may be exercised shall be determined by the Committee; provided, however, that in no event shall a stock option be exercisable more than ten (10) years from the date it is granted. Prior to the exercise of the stock option and delivery of the Stock certificates represented thereby, the Participant shall have none of the rights of a stockholder with respect to any Stock represented by an outstanding stock option.

(e) *Restrictions on Incentive Stock Options*. Incentive Stock Option Awards granted under the Plan shall comply in all respects with Section 422 of the Code and, as such, shall meet the following additional requirements:

(i) *Grant Date*. An Incentive Stock Option must be granted within ten (10) years of the earlier of the Plan's adoption by the Board of Directors or approval by the Company's stockholders.

(ii) *Exercise Price and Term*. The exercise price of an Incentive Stock Option shall not be less than one hundred percent (100%) of the Fair Market Value of the Stock on the date the stock option is granted and the term of the stock option shall not exceed ten (10) years. Also, the exercise price of any Incentive Stock Option granted to a Participant who owns (within the meaning of Section 422(b)(6) of the Code, after the application of the attribution rules in Section 424(d) of the Code) more than ten percent (10%) of the total combined voting power of all classes of shares of Stock of the Company or any Subsidiary of the Company shall be not less than one hundred ten percent (110%) of the Fair Market Value of the Stock on the grant date and the term of such stock option shall not exceed five (5) years.

(iii) *Maximum Grant*. The aggregate Fair Market Value (determined as of the Grant Date) of Stock of the Company with respect to which all Incentive Stock Options first become exercisable by any Participant in any calendar year under this or any other plan of the Company and any Subsidiaries may not exceed One Hundred Thousand Dollars (\$100,000) or such other amount as may be permitted from time to time under Section 422 of the Code. To the extent that such aggregate Fair Market Value shall exceed One

Hundred Thousand Dollars (\$100,000), or other applicable amount, such stock options to the extent of the Stock in excess of such limit shall be treated as Non-Statutory Stock Options. In such case, the Company may designate the shares of Stock that are to be treated as Stock acquired pursuant to the exercise of an Incentive Stock Option.

(iv) *Participant* . Incentive Stock Options shall only be issued to employees of the Company or of a Subsidiary of the Company.

(v) *Designation* . No stock option shall be an Incentive Stock Option unless so designated by the Committee at the time of grant or in the Grant Agreement evidencing such stock option.

(vi) *Stockholder Approval*. No stock option issued under the Plan shall be an Incentive Stock Option unless the Plan is approved by the stockholders of the Company within twelve (12) months of its adoption by the Board in accordance with the Bylaws of the Company and governing law relating to such matters.

(f) *Other Terms and Conditions*. Stock options may contain such other provisions, not inconsistent with the provisions of the Plan, as the Committee shall determine appropriate from time to time.

## **7. Restricted Stock and Restricted Stock Units**

(a) *In General*. Subject to the other applicable provisions of the Plan and applicable law, the Committee may at any time and from time to time grant Restricted Stock or Restricted Stock Units to Participants, in such amounts and subject to such vesting conditions, other restrictions and conditions for the lapse of restrictions as it determines. Unless determined otherwise by the Committee, Participants receiving Restricted Stock or Restricted Stock Units are not required to pay the Company cash consideration therefor (except as may be required for applicable tax withholding).

(b) *Vesting Conditions and Other Restrictions*. Each Award for Restricted Stock and Restricted Stock Units shall be evidenced by a Grant Agreement that specifies the applicable vesting conditions and other restrictions, if any, on such Award, the duration of such restrictions, and the time or times at which such restrictions shall lapse with respect to all or a specified number of the shares of Stock that are part of the Award.

(c) *Stock Issuance and Stockholder Rights*.

(i) *Restricted Stock*. Stock certificates with respect to Stock granted pursuant to a Restricted Stock Award shall be issued, and/or Stock shall be registered, in the Participant's name at the time of grant of the Restricted Stock Award, subject to forfeiture if the Restricted Stock does not vest or other restrictions do not lapse. Any Stock certificates shall bear an appropriate legend with respect to the restrictions applicable to such Restricted Stock Award and the Participant will be required to deposit the certificates with the Company during the period of any restriction thereon and to execute a blank stock power or other instrument of transfer therefor. Except as otherwise provided by the Committee, during the period of restriction following issuance of Restricted Stock certificates, the Participant shall have all of the rights of a holder of Stock, including but not limited to the rights to receive dividends (or amounts equivalent to dividends) and to vote with respect to the Restricted Stock. The Committee, in its discretion, may provide in the Grant Agreement that any dividends or distributions paid with respect to Stock subject to the unvested portion of a Restricted Stock Award will be subject to the same restrictions as the Restricted Stock to which such dividends or distributions relate.

(ii) *Restricted Stock Units* . Stock certificates for the shares of Stock subject to a Restricted Stock Unit shall be issued, and/or Stock shall be registered, in the Participant's name upon vesting and lapse of any other restrictions with respect to the issuance of Stock under such Award. The Participant will not be entitled to vote such Stock or to any of the other rights of stockholders during the period prior to issuance of the certificates for such Stock and/or the registration of the Stock. An Award of Restricted Stock Units may provide the Participant with the right to receive amounts equivalent to dividends and distributions paid with respect to Stock subject to the Award while the Award is outstanding, and an Award

may be settled in cash or Stock, all as determined by the Committee and set forth in the Grant Agreement. Unless otherwise determined by the Committee with respect to a particular Award (and set forth in the Grant Agreement), each outstanding Restricted Stock Unit that is entitled to receive amounts equivalent to dividends and distributions paid with respect to Stock subject to the Award while the Award is outstanding shall accrue such dividend and distribution equivalents, deferred as equivalent amounts of additional Restricted Stock Units, and such amounts shall be paid only when and if the Restricted Stock Unit (on which such dividend and distribution equivalents were accrued) vests and becomes payable. If the Committee determines to provide for the current payment of dividend equivalents and distributions with respect to Stock subject to the Award, the terms and conditions of such payment shall be set forth in the Grant Agreement and shall be structured in compliance with Section 409A of the Code. To the extent that a Restricted Stock Unit does not vest or is otherwise forfeited, any accrued and unpaid dividend and distribution equivalents shall be forfeited. Unless a Participant has elected to defer amounts payable or distributable with respect to the Award pursuant to Section 7(e), amounts payable or distributable (including dividend and distribution equivalents that are payable with respect to such Restricted Stock Units) shall be made or distributed within thirty (30) days after the Participant's rights to such payments vest. In the event the Award provides for partial vesting over multiple years, amounts payable or distributable with respect to the Award (including dividend and distribution equivalents that are payable with respect to such Restricted Stock Units) shall be made or distributed within thirty (30) days after vesting occurs.

(d) *Restricted Stock Units Granted to Non-Employee Directors.*

(i) *Grant of Restricted Stock Units.*

(A) Each Non-Employee Director upon his or her initial election to the Board by the stockholders of the Company shall automatically be granted an Award of Restricted Stock Units in an amount established from time to time by the Committee. Such award shall be made within thirty-one (31) days after the date of the annual meeting at which such election occurs and the amount of the RSUs granted to the Non-Employee Director shall be based on the Fair Market Value of the Stock as of such date.

(B) Upon subsequent election to the Board by the stockholders of the Company, each Non-Employee Director shall automatically be granted an Award of Restricted Stock Units in an amount established from time to time by the Committee. Such award shall be made on the date of the annual meeting at which such election occurs and the amount of the RSUs granted to the Non-Employee Director shall be based on the Fair market Value of the Stock as of such date.

(C) The Company shall grant Restricted Stock Units to each Non-Employee Director in whole Units. No fractional RSU will be granted. Instead, the amount of RSUs granted to the Non-Employee Director will be rounded up to the next whole number.

(ii) *Vesting.* The Restricted Stock Units granted in each Award pursuant to this Section 7(d) shall vest in increments of twenty-five percent (25%) on each of the ninetieth (90th), one-hundred eightieth (180th), two-hundred seventieth (270th), and three-hundred sixtieth (360th) day following the date of the election or re-election of the Non-Employee Director. Unless a Non-Employee Director has elected to defer distribution of Stock payable with respect to an Award pursuant to Section 7(e), distribution of Stock shall be paid as the Restricted Stock Unit vests, with such distribution being made within thirty (30) days after each vesting date.

(iii) *Acceleration.* Each Award granted pursuant to this Section 7(d) shall include a provision accelerating the vesting of each Restricted Stock Unit included in the Award in the event of death, disability (within the meaning of Section 409A(a)(2)(C) of the Code) or a Change of Control of the Company.

(iv) *Limited to Non-Employee Directors.* The provisions of this Section 7(d) shall apply only

to Awards of Restricted Stock Units granted or to be granted to Non-Employee Directors, and shall not be deemed to modify, limit or otherwise apply to any other provision of this Plan or to any Restricted Stock Unit issued under this Plan to a Participant who is not a Non-Employee Director of the Company. To the extent and consistent with the provisions of any other Section of this Plan, the provisions of this Section 7(d) shall govern the rights and obligations of the Company and Non-Employee Directors respecting Restricted Stock Units granted or to be granted to Non-Employee Directors under this Plan.

(e) *Election to Defer* .

(i) With respect to Awards of Restricted Stock Units earned on or after January 1, 2009, each Participant (including Non-Employee Directors) may voluntarily elect to defer all or a portion (in increments of 25%) of the amount payable or distributable with respect to the Award. Each Deferral Agreement may specify (1) that the Restricted Stock Units will be deferred until the day that is thirty (30) days after the date of the Participant's separation from service (as determined for purposes of Section 409A of the Internal Revenue Code) ("Separation from Service"), or (2) a specified distribution date; provided, however, that any distribution to a Specified Employee that is payable on account of a Separation from Service shall be made on the first day of the seventh month following the date of Separation from Service (or, if earlier, the date of death). A specified distribution date shall be expressed as a number of whole years, not less than three, following the Grant Date. The date selected for payment of the Restricted Stock Units shall be irrevocable.

(ii) The election by a Participant to defer amounts payable or distributable with respect to Restricted Stock Units shall be made in compliance with the provisions of Section 409A of the Code and in accordance with the terms and conditions specified in the Award.

## **8. Stock Appreciation Rights**

(a) *Award of Stock Appreciation Rights.* Subject to the other applicable provisions of the Plan, the Committee may at any time and from time to time grant Stock Appreciation Rights ("SARs") to Participants, either on a free-standing basis (without regard to or in addition to the grant of a stock option) or on a tandem basis (related to the grant of an underlying stock option), as it determines. SARs granted in tandem with or in addition to a stock option may be granted at the same time as the stock option; provided, however, that a tandem SAR shall not be granted with respect to any outstanding Incentive Stock Option Award without the consent of the Participant. SARs shall be evidenced by Grant Agreements, executed by the Company and the Participant, stating the number of shares of Stock subject to the SAR evidenced thereby and the terms and conditions of such SAR, in such form as the Committee may from time to time determine. The term during which each SAR may be exercised shall be determined by the Committee. In no event shall a SAR be exercisable more than ten (10) years from the date it is granted . The Participant shall have none of the rights of a stockholder with respect to any Stock represented by a SAR prior to exercise of the SAR.

(b) *Restrictions of Tandem SARs.* No Incentive Stock Option may be surrendered in connection with the exercise of a tandem SAR unless the Fair Market Value of the Stock subject to the Incentive Stock Option is greater than the exercise price for such Incentive Stock Option. SARs granted in tandem with stock options shall be exercisable only to the same extent and subject to the same conditions as the stock options related thereto are exercisable. The Committee may, in its discretion, prescribe additional conditions to the exercise of any such tandem SAR.

(c) *Amount of Payment upon Exercise of SARs.* A SAR shall entitle the Participant to receive, subject to the provisions of the Plan and the Grant Agreement, a payment having an aggregate value equal to the product of (i) the excess of (A) the Fair Market Value of one share of Stock on the exercise date over (B) the base price per share of Stock specified in the Grant Agreement, times (ii) the number of shares of Stock specified by the SAR, or portion thereof, that is exercised. The base price per share specified in the Grant Agreement shall not be less than the Fair Market Value of a share of Stock on the Grant Date. In the case of exercise of a tandem SAR, such payment shall be made in exchange for the surrender of the unexercised related stock option (or any portion or portions thereof which the Participant from time to time determines to surrender for this purpose).

(d) *Form of Payment upon Exercise of SARs.* Payment by the Company of the amount receivable upon any exercise of a SAR shall be made by the delivery of the number of whole shares of Stock determined by dividing the amount payable under the SAR by the Fair Market Value of a share of Stock on the exercise date. The amount equivalent in value to any fractional share will be paid out currently in cash.

## **9. Unrestricted Stock**

(a) *Grant or Sale of Unrestricted Stock.* Subject to the limitations contained in Section 4, the Committee in its discretion may grant or sell to any Participant shares of Stock free of any restrictions under the Plan ("Unrestricted Stock") at a purchase price determined by the Committee. Shares of Unrestricted Stock may be granted or sold as described in the preceding sentence in respect of past services or other valid consideration.

(b) *Restrictions on Transfers.* The right to receive Unrestricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered, other than by will or the laws of descent and distribution.

## **10. Performance Awards**

(a) *In General.* The Committee, in its discretion, may establish targets for Performance Measures for selected Participants and authorize the granting, vesting, payment and/or delivery of Performance Awards in the form of Incentive Stock Options, Non-Statutory Stock Options, Restricted Stock, Restricted Stock Units (which shall be referred to as "Performance Shares" if granted under this Section), Stock Appreciation Rights, and/or Unrestricted Stock to such Participants upon achievement of such targets for Performance Measures during a Performance Period. The Committee, in its discretion, shall determine the Participants eligible for Performance Awards, the targets for Performance Measures to be achieved during each Performance Period, and the type, amount, and terms and conditions of any Performance Awards. Performance Awards may be granted either alone or in addition to other Awards made under the Plan.

(b) *Covered Employee Targets.* In connection with any Performance Awards granted to a Covered Employee which are intended to meet the performance-based compensation exception under Section 162(m) of the Code, the Committee shall (i) establish in the applicable Grant Agreement the specific targets relative to the Performance Measures which must be attained before the respective Performance Award is granted, vests, or is otherwise paid or delivered, (ii) provide in the applicable Grant Agreement the method for computing the portion of the Performance Award which shall be granted, vested, paid and/or delivered if the target or targets are attained in full or part, and (iii) at the end of the relevant Performance Period and prior to any such grant, vesting, payment or delivery certify the extent to which the applicable target or targets were achieved and whether any other material terms were in fact satisfied. The specific targets and the method for computing the portion of such Performance Award which shall be granted, vested, paid or delivered to any Covered Employee shall be established by the Committee prior to the earlier to occur of (A) ninety (90) days after the commencement of the Performance Period to which the Performance Measure applies and (B) the elapse of twenty-five percent (25%) of the Performance Period and in any event while the outcome is substantially uncertain. In interpreting Plan provisions applicable to Performance Measures and Performance Awards which are intended to meet the performance-based compensation exception under Section 162(m) of the Code, it is the intent of the Plan to conform with the standards of Section 162(m) of the Code and Treasury Regulations Section 1.162-27(e)(2), and the Committee in interpreting the Plan shall be guided by such provisions.

(c) *Nonexclusive Provision.* Notwithstanding this Section 10, the Committee may authorize the granting, vesting, payment and/or delivery of Performance Awards based on performance measures other than the Performance Measures and performance periods other than the Performance Periods to employees who are not Covered Employees or to Covered Employees to the extent such Awards are not intended to meet the performance-based compensation exception under Section 162(m) of the Code and in such case waive the deadlines for establishing performance measures under Subsection (b) above.

## **11. Tax Withholding**

(a) *Payment by Participant.* Each Participant shall, no later than the date as of which the value of an Award or of any Stock or other amounts received thereunder first becomes includable in the gross income of the

Participant for Federal income tax purposes, pay to the Company, or make arrangements satisfactory to the Committee regarding payment of any Federal, state or local taxes of any kind required by law to be withheld with respect to such income. The Company and its Subsidiaries and Affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant.

(b) *Payment in Shares.* A Participant may elect, with the consent of the Committee, to have such tax withholding obligation satisfied, in whole or in part, by (i) authorizing the Company to withhold from shares of Stock to be issued pursuant to an Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the minimum withholding amount due with respect to such Award, or (ii) transferring to the Company shares of Stock that have been purchased by the optionee on the open market or have been beneficially owned by the optionee and are not then subject to restrictions under any Company plan and with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due. The Grant Agreement may also provide that all tax withholding obligations will be satisfied, in whole or in part, by the Company withholding from shares of Stock to be issued pursuant to an Award that number of shares having an aggregate Fair Market Value (as of the date the withholding is effected) required to satisfy the minimum withholding amounts due with respect to such Award.

(c) *Notice of Disqualifying Disposition.* Each holder of an Incentive Stock Option shall agree to notify the Company in writing immediately after making a disqualifying disposition (as defined in Section 421(b) of the Code) of any Stock purchased upon exercise of an Incentive Stock Option.

## **12. Transferability**

No stock option, SAR or other unvested Award granted under the Plan shall be transferable by a Participant otherwise than by will or the laws of descent and distribution. Unless otherwise determined by the Committee in accordance with the provisions of the immediately preceding sentence, a stock option or SAR may be exercised during the lifetime of the Participant only by the Participant or, during the period the Participant is under a legal disability, by the Participant's guardian or legal representative. Notwithstanding the foregoing, with the Committee's permission expressed in the Grant Agreement or otherwise, any Award other than an Incentive Stock Option may, in the Committee's sole discretion, be transferable by gift or domestic relations order to (i) the Participant's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law, including adoptive relationships (such persons, "Family Members"), (ii) a corporation, partnership, limited liability company or other business entity whose only stockholders, partners or members, as applicable are the Participant and/or Family Members, or (iii) a trust in which the Participant and/or Family Members have all of the beneficial interests, and subsequent to any such transfer any Award may be exercised by any such transferee.

## **13. Adjustments; Business Combinations**

(a) *Adjustments.* In the event of a reclassification, recapitalization, stock split, reverse stock split, stock dividend, combination of shares or other similar event, the maximum number and kind of shares reserved for issuance or with respect to which Awards may be granted under the Plan as provided in Section 4 shall be adjusted to reflect such event, and the Committee shall make such adjustments as it deems appropriate and equitable in the number, kind and price of shares covered by outstanding Awards made under the Plan, and in any other matters that relate to Awards and that are affected by the changes in the shares referred to above.

(b) *Change in Control.* In the event of any proposed Change in Control, the Committee shall take such action as it deems appropriate and equitable to effectuate the purposes of this Plan and to protect the Participants, which action may include, without limitation, any one or more of the following to the extent permitted by Section 409A of the Code: (i) acceleration or change of the exercise and/or expiration dates of any Award to require that exercise be made, if at all, prior to the Change in Control; (ii) cancellation of any Award upon payment to the holder in cash of the Fair Market Value of the Stock subject to such Award as of the date of (and, to the extent applicable, as established for purposes of) the Change in Control, less the aggregate exercise price, if any, of the Award; and (iii) in any case where equity securities of another entity are proposed to be delivered in exchange for or with respect to Stock of the Company, arrangements to have such other entity replace the Awards granted hereunder with awards with respect to such other securities, with appropriate adjustments in the number of shares subject to, and the exercise prices under, the Award.



(c) *Dissolution and Liquidation.* In the event the Company dissolves and liquidates (other than pursuant to a plan of merger or reorganization), then, to the extent permitted under Section 409A of the Code, each Participant shall have the right to exercise his or her vested, outstanding stock options and Stock Appreciation Rights and to require delivery of Stock certificates, and/or registration in Participant's name of the Stock, under any vested, outstanding Restricted Stock Unit Awards, at any time up to the effective date of such liquidation and dissolution, upon which date all Awards under the Plan shall terminate.

(d) *Other Adjustments.* The Committee is authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in the preceding paragraphs of this Section 13) affecting the Company, or the financial statements of the Company or any Subsidiary or Affiliate, or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

Except as hereinbefore expressly provided, issuance by the Company of stock of any class or securities convertible into stock of any class, for cash, property, labor or services, upon direct sale, upon the exercise of rights or warranty to subscribe therefor, or upon conversion of stock or obligations of the Company convertible into such stock or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock subject to Awards theretofore granted or the purchase price per share of Stock subject to Awards.

#### **14. Termination and Amendment**

(a) *Amendment or Termination by the Board.* The Board, without further approval of the stockholders, may amend or terminate the Plan or any portion thereof at any time, except that no amendment shall become effective without prior approval of the stockholders of the Company to increase the number of shares of Stock subject to the Plan or if stockholder approval is required under the terms of the Plan or is necessary to comply with any tax or regulatory requirement or rule of any exchange or national automated quotation system upon which the Stock is listed or quoted (including for this purpose stockholder approval that is required for continued compliance with Rule 16b-3 or stockholder approval that is required to enable the Committee to grant Incentive Stock Options pursuant to the Plan).

(b) *Amendments by the Committee.* The Committee shall be authorized to make minor or administrative amendments to the Plan as well as amendments to the Plan that may be dictated by requirements of U.S. federal or state laws applicable to the Company or that may be authorized or made desirable by such laws. The Committee may amend any outstanding Award in any manner as provided in Section 3(c) and to the extent that the Committee would have had the authority to make such Award as so amended.

(c) *Approval of Participants.* No amendment to the Plan or any Award may be made that would materially adversely affect any outstanding Award previously made under the Plan without the approval of the Participant.

#### **15. Non-Guarantee of Employment**

Nothing in the Plan or in any Grant Agreement thereunder shall confer any right on an employee to continue in the employ of the Company or any Subsidiary or Affiliate or shall interfere in any way with the right of the Company or any Subsidiary or Affiliate to terminate an employee at any time.

#### **16. Termination of Employment**

For purposes of maintaining a Participant's continuous status as an employee and accrual of rights under any Award, transfer of an employee among the Company and the Company's Subsidiaries or Affiliates shall not be considered a termination of employment. Nor shall it be considered a termination of employment for such purposes

---

if an employee is placed on military or sick leave or such other leave of absence that is considered as continuing intact the employment relationship; in such a case, the employment relationship shall be continued until the date when an employee's right to reemployment shall no longer be guaranteed either by law or contract.

#### **17. Written Agreement**

Each Grant Agreement entered into between the Company and a Participant with respect to an Award granted under the Plan shall incorporate the terms of this Plan and shall contain such provisions, consistent with the provisions of the Plan, as may be established by the Committee.

#### **18. Non-Uniform Determinations**

The Committee's determinations under the Plan (including without limitation determinations of the persons to receive Awards, the form, amount and time of such Awards, the terms and provisions of such Awards and the agreements evidencing same) need not be uniform and may be made by it selectively among persons who receive, or are eligible to receive, Awards under the Plan, whether or not such persons are similarly situated.

#### **19. Limitation on Benefits**

With respect to persons subject to Section 16 of the Exchange Act, transactions under this Plan are intended to comply with all applicable conditions of Rule 16b-3. To the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee.

#### **20. Compliance with Securities Law**

Any Stock certificates for shares issued pursuant to this Plan may bear a legend restricting transferability of the Stock unless such shares are registered or an exemption from registration is available under the Securities Act and applicable securities laws of the states of the U.S. The Company may notify its transfer agent to stop any transfer of Stock not made in compliance with these restrictions. Stock shall not be issued with respect to an Award granted under the Plan unless the exercise of such Award and the issuance and delivery of Stock certificates for such shares pursuant thereto shall comply with all relevant provisions of law, including, without limitation, the Securities Act, the Exchange Act, the rules and regulations promulgated thereunder and the requirements of any national securities exchange or Nasdaq System upon which the Stock may then be listed or quoted, and shall be further subject to the approval of counsel for the Company with respect to such compliance to the extent such approval is sought by the Committee.

#### **21. No Trust or Fund Created**

Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other person. With respect to any transfer or payment not yet made to a Participant pursuant to an Award, the obligation of the Company shall be interpreted solely as an unfunded contractual obligation to make such transfer or payment in the manner and under the conditions prescribed under the written instrument evidencing the Award. Any shares of Stock or other assets set aside with respect to an Award shall be subject to the claims of the Company's general creditors, and no person other than the Company shall, by virtue of an Award, have any interest in such shares or assets. In its sole discretion, the Committee may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver Stock or make payments with respect to Awards hereunder, provided that the existence of such trusts or other arrangements is consistent with the provisions of this Section. In no event shall any assets set aside (directly or indirectly) with respect to an Award be located or transferred outside the United States.

#### **22. No Limit on Other Compensation Arrangements**

Nothing contained in the Plan shall prevent the Company or any Subsidiary or Affiliate from adopting or continuing in effect other compensation arrangements (whether such arrangements be generally applicable or applicable only in specific cases), including without limitation the granting of stock options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights or Unrestricted Stock Units otherwise than under the Plan.

---

**23. No Restriction of Corporate Action**

Nothing contained in the Plan shall be construed to limit or impair the power of the Company or any Subsidiary or Affiliate to make adjustments, reclassifications, reorganizations, or changes in its capital or business structure, or to merge or consolidate, liquidate, sell or transfer all or any part of its business or assets or, except as otherwise provided herein, or in a Grant Agreement, to take other actions which it deems to be necessary or appropriate. No employee, beneficiary or other person shall have any claim against the Company or any Subsidiary or Affiliate as a result of such action.

**24. Construction; Governing Law**

The Plan is generally intended to constitute an equity compensation plan that does not provide for the deferral of compensation subject to Section 409A of the Code and, if any provision of the Plan is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with the Plan not being subject to the provisions of Section 409A. To the extent any Awards under the Plan are subject to Section 409A, then no amount of “deferred compensation” (within the meaning of Section 409A of the Code) payable to a Employee or Non-Employee Director shall be paid earlier than the earliest date permitted under Section 409A of the Code, and all deferral elections shall be made in accordance with the provisions of Section 409A. To the extent that an Award is subject to the provisions of Section 409A of the Code, the provisions of the Plan relating to such Awards, including all deferral elections and distributions thereunder, are intended to comply with the provisions of Section 409A of the Code and if any such provision is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of the interpretation or construction which is consistent with the Plan complying with the provisions of Section 409A.

The validity, construction and effect of the Plan, of Grant Agreements entered into pursuant to the Plan, and of any rules, regulations, determinations or decisions made by the Board or Committee relating to the Plan or such Grant Agreements, and the rights of any and all persons having or claiming to have any interest therein or thereunder, shall be determined in accordance with applicable federal laws and the laws of the State of Delaware.

**25. Plan Subject to Charter and Bylaws**

This Plan is subject to the Certificate of Incorporation and Bylaws of the Company, as they may be in effect from time to time.

**26. Effective Date; Termination Date**

The Plan is effective as of the date on which the Plan is approved by the stockholders of the Company. No Award shall be granted under the Plan after the close of business on the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the effective date of the Plan. Subject to other applicable provisions of the Plan, all Awards made under the Plan prior to such termination of the Plan shall remain in effect until such Awards have been satisfied or terminated in accordance with the Plan and the terms of such Awards.

Date Approved by the Board: August 13, 2008

Date Approved by the Stockholders: November 19, 2008

## CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN

## PERFORMANCE RSU GRANT AGREEMENT

This Performance RSU Grant Agreement (the “**Agreement**”) is entered into by and between CACI International Inc, a Delaware corporation (the “**Company**” or “**CACI**”) and NAME (the “**Grantee**”), effective as of MM/DD/YYYY (the “**Grant Date**”).

**Recitals**

WHEREAS, the Board of Directors of the Company adopted the CACI International Inc 2006 Stock Incentive Plan (the “**Plan**”);

WHEREAS, the Plan provides for Awards to key employees of the Company, or its Subsidiaries and Affiliates;

WHEREAS, the Grantee is a “**Grandfathered Executive**” (as defined below);

WHEREAS, the Grantee has been determined to be a key employee who is entitled to an Award under the Plan; and

WHEREAS, the Company desires to provide the Grantee the opportunity to acquire stock ownership in the Company based on the performance of the Company, in order to provide the Grantee with a direct proprietary interest in the Company and to provide the Grantee with an incentive to remain in the employ of the Company or a Subsidiary or Affiliate of the Company.

NOW, THEREFORE, the Company and the Grantee covenant and agree as follows:

**1. DEFINITIONS.**

Under this Agreement, except where the context otherwise indicates, the following definitions apply:

(a) “**Account**” means the bookkeeping account maintained for the Grantee pursuant to Section 2.

(b) “**Agreement**” means this Performance RSU Grant Agreement and shall include the applicable provisions of the Plan, which is hereby incorporated into and made a part of this Agreement.

(c) “**Cut Achievement Level**” means the NATP specified on Appendix A as the Cut Achievement Level for the Fiscal Year ending June 30, 20xx.

(d) **“Extraordinary Items of Income”** means any amount of income or gain included in the calculation of the net income of the Company that the Committee, in its discretion, but acting in good faith, determines to be extraordinary; provided, however, in no event will the revenue or income from an acquisition be deemed to be extraordinary, to the extent revenue or income from such acquisition is consolidated and included with revenue and income of the Company for reporting purposes.

(e) **“Fiscal Year”** means the fiscal year of the Company, which is currently July 1 through June 30.

(f) **“GAAP”** means U.S. generally accepted accounting principles, consistently applied.

(g) **“Grandfathered Executive”** means an executive who, as of July 1, 2008, was age 62 or older and who was a full-time employee of the Company (or a Subsidiary or Affiliate of the Company).

(h) **“Grandfathered Retirement”** means, in the case of a Grandfathered Executive, retirement from full-time employment or change to part-time status with the Company (or a Subsidiary or Affiliate of the Company) following delivery of a Retirement Notice, in either case on or after age 65.

(i) **“Grant Date”** means MM/DD/YYYY.

(j) **“NATP”** means net profit after taxes (defined as net income, after taxes, from continuing operations before the cumulative effect of any change in accounting principles, as determined in accordance with GAAP and reflected in the Company’s Consolidated Statements of Operations in its filing with the SEC, but without regard to any change in accounting standards that may be required by the Financial Accounting Standards Board after the Achievement Levels reflected on Exhibit A are established and modified so as to exclude any Extraordinary Items of Income).

(k) **“Performance Period”** means the period beginning **July 1, 20xx** and ending **June 30, 20xx**.

(l) **“Performance RSU”** means a bookkeeping entry that represents an amount equivalent to one share of Stock.

(m) **“Plan”** means the CACI International Inc 2006 Stock Incentive Plan, as amended from time to time.

(n) **“Retirement”** means retirement from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) or a change from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) to part-time status, in both cases on or after age 62, and following delivery of a Retirement Notice. The term “Retirement” excludes a Grandfathered Retirement.

(o) **“Retirement Notice”** means a written notice from the Grantee to the Committee of the Grantee’s intention to retire from full-time employment and to either permanently retire from the Company (or a Subsidiary or Affiliate of the Company) and the information technology industry or to change from full-time to part-time status with the Company (or a Subsidiary or Affiliate of the Company) without any other employment in the information technology industry.

(p) **“Service Requirement”** means the Grantee must have been in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company) from the Grant Date through the applicable vesting anniversary of the Grant Date.

(q) **“Stretch Achievement Level”** means the NATP specified on Appendix A as the Stretch Achievement Level for the Fiscal Year ending June 30, 20xx.

(r) **“Target Achievement Level”** means the NATP specified on Appendix A as the Target Achievement Level for the Fiscal Year ending June 30, 20xx.

Any capitalized term used herein that is not expressly defined in this Agreement shall have the meaning that such term has under the Plan unless otherwise provided herein.

Appendix A, which sets forth the Cut, Target and Stretch Achievement Levels, is attached hereto and made a part hereof.

## **2. AWARD OF PERFORMANCE RSUs.**

(a) **Grant of Performance RSUs**. Subject to the provisions of this Agreement and pursuant to the provisions of the Plan, the Committee hereby grants to the Grantee a Performance RSU Award on the Grant Date for Performance RSUs as stated in the Performance RSU Overview below (representing the number of RSUs that would be tentatively earned by the Grantee upon attainment by the Company of the Stretch Achievement Level and would vest upon completion of the Service Requirement). The Grantee shall be entitled to receive one share of Stock for each Performance RSU earned by the Grantee and vested pursuant to the terms of this Grant Agreement. The number of Performance RSUs to which the Grantee would be entitled if the Stretch Achievement Level is attained by the Company and the Service Requirement completed shall be credited to the Grantee’s Account as of the Grant Date. The Grantee’s Account shall be the record of Performance RSUs granted to the Grantee hereunder and is solely for accounting purposes and shall not require a segregation of any assets of the Company. The Grantee shall not have the rights of a stockholder with respect to any Performance RSUs credited to the Grantee’s Account until shares of Stock have been distributed to the Grantee pursuant to Section 4, and the Grantee’s name has been entered as a stockholder of record on the books of the Company with respect to such distributed shares of Stock.

(b) **Dividend Equivalents**. If on any date prior to issuance of the shares of Stock subject to the Performance RSUs, the Company shall pay any dividend on the Stock (other than a dividend payable in shares of Stock), the number of Performance RSUs credited to Grantee's Account shall as of such date be increased by an amount equal to: (A) the product of the number of Performance RSUs credited to the Grantee's Account as of the record date for such dividend, multiplied by the per share amount of any dividend (or, in the case of any dividend payable in property other than cash, the per share value of such dividend, as determined in good faith by the Board of Directors of the Company), divided by (B) the Fair Market Value of a share of Stock on the payment date of such dividend. In the case of any dividend declared on Stock which is payable in shares of Stock, the number of Performance RSUs credited to the Grantee shall be increased by a number equal to the product of (X) the aggregate number of Performance RSUs that have been credited to the Grantee's Account through the related dividend record date, multiplied by (Y) the number of shares of Stock (including any fraction thereof) payable as a dividend on a share of Stock.

### **3. PERFORMANCE, VESTING AND OTHER RESTRICTIONS.**

The Performance RSUs shall become earned and vested only upon, and to the extent of, the satisfaction of the Performance Measures (as defined in the Plan) and the completion of the employment requirements set forth below.

(a) **Satisfaction of Performance Thresholds**. To the extent that the Performance Measures contained in this Section 3(a) are achieved for the Fiscal Year ending June 30, 20xx, and the Grantee continues in full time employment with the Company (or a Subsidiary or Affiliate of the Company) through the end of the Performance Period, then the Grantee shall tentatively earn (subject to vesting) the Performance RSUs in accordance with the following:

(1) **Below Cut Level**. If NATP for the Fiscal Year ending June 30, 20xx is below the NATP Cut Achievement Level, the Grantee shall not tentatively earn any portion of the Performance RSUs.

(2) **Cut Achievement Level**. If NATP for the Fiscal Year ending June 30, 20xx is equal to or greater than the NATP Cut Achievement Level, but below the Target Achievement Level, the Grantee shall tentatively earn one-third ( $1/3^{\text{rd}}$ ) of the Performance RSUs credited to the Grantee's Account.

(3) **Target Achievement Level**. If NATP for the Fiscal Year ending June 30, 20xx is equal to or greater than the NATP Target Achievement Level, but below the Stretch Achievement Level, the Grantee shall tentatively earn two-thirds ( $2/3^{\text{rd}}$ ) of the Performance RSUs credited to Grantee's Account.

(4) **Stretch Achievement Level**. If NATP for the Fiscal Year ending June 30, 20xx is equal to or greater than the NATP Stretch Achievement Level, the Grantee shall tentatively earn one hundred percent (100%) of the Performance RSUs credited to Grantee's Account.

(5) **Achievement Levels between Cut and Target Achievement Level or Target and Stretch Achievement Level**. If NATP for the Fiscal Year ending June 30, 20xx is between the Cut and Target Achievement Level or between the Target and Stretch Achievement Level, the Grantee shall tentatively earn an additional number of Performance RSUs, representing a prorated amount (on a straight line basis) of the difference between the number of Performance RSUs earned for attainment of the two achievement levels. For example, if the Grantee tentatively earns 1,500 Performance RSUs for attainment of the Cut Achievement Level, and 3,000 Performance RSUs for attainment of the Target Achievement Level, and NATP for the Fiscal Year ending June 30, 20xx is the midpoint between the NATP Cut Achievement Level and the Target Achievement Level, the Grantee would tentatively earn an additional 750 Performance RSUs based on the attainment of NATP between the Cut and Target Achievement Levels (for a total of 2,250 Performance RSUs). If the Grantee tentatively earns 4,500 Performance RSUs for attainment of the Stretch Achievement Level, and NATP for the Fiscal Year ending June 30, 20xx is the midpoint between the NATP Target Achievement Level and the Stretch Achievement Level, the Grantee would tentatively earn an additional 750 Performance RSUs reflecting the attainment of NATP between the Target and Stretch Achievement Levels (for a total of 3,750 Performance RSUs).

The Cut, Target and Stretch Achievement Levels reflected in Appendix A represent the actual NATP for the specified period and not the growth in NATP. Except as otherwise provided herein, the NATP Cut, Target and Stretch Achievement Levels reflect the NATP for the Fiscal Year ending June 30, 20xx, and the right to Performance RSUs is not dependent on the achievement of any particular level of NATP for the Fiscal Year ending June 30, 20yy.

(b) **Vesting Following Performance Period**. Performance RSUs which were tentatively earned under Subsection (a) above shall become earned and vested as follows:

(1) **Completion of Service Requirement**.

(A) One-Third ( $1/3^{\text{rd}}$ ) of the Performance RSUs which were tentatively earned under Subsection (a) above shall become earned and vested on the later of the second anniversary of the Grant Date or the date on which the Company's final NATP for the Fiscal Year ending June 30, 20xx has been determined,

(B) an additional one-third ( $1/3^{\text{rd}}$ ) of the Performance RSUs which were tentatively earned under Subsection (a) above shall become earned and vested on the third anniversary of the Grant Date, and



(C) an additional one-third ( $1/3^{\text{rd}}$ ) of the Performance RSUs which were tentatively earned under Subsection (a) above shall become earned and vested on the fourth anniversary of the Grant Date;

provided that the Grantee remains in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company) from the Grant Date through any such anniversary of the Grant Date.

(2) **Retirement**. Upon the Retirement of a Grantee following the second anniversary of the Grant Date, then in lieu of vesting in one-third ( $1/3^{\text{rd}}$ ) of the Performance RSUs on each of the third and fourth anniversary of the Grant Date under Subsection (b)(1)(B) and (C) above, the Grantee shall vest in one-third ( $1/3^{\text{rd}}$ ) of the Performance RSUs on the second anniversary of the Grant Date (in accordance with Subsection (b)(1)(A) above) and shall vest in the remaining two-thirds ( $2/3^{\text{rds}}$ ) of the Performance RSUs at the rate of one twenty-fourth ( $1/24^{\text{th}}$ ) of such remaining RSUs for each full month of full-time employment with the Company (or a Subsidiary or Affiliate of the Company) completed by Grantee following the second anniversary of the Grant Date. If the Grantee retires prior to the second anniversary of the Grant Date, Subsection (b)(1) above shall continue to apply.

(3) **Grandfathered Retirement**. Upon the Grandfathered Retirement of a Grantee following the second anniversary of the Grant Date, any Performance RSUs which had not previously become earned and vested, but which were tentatively earned under Subsection (a) above, shall become earned and vested on such date and Subsection (b)(1) above shall no longer thereafter apply. If the Grantee retires prior to the second anniversary of the Grant Date, Subsection (b)(1) above shall continue to apply.

(4) **Disability or Death**. If there is a termination of the Grantee's full-time employment with the Company (or a Subsidiary or Affiliate of the Company) on or after the second anniversary of the Grant Date and prior to the fourth anniversary of the Grant Date due to Disability or death, then any Performance RSUs which had not previously become earned and vested, but which were tentatively earned under Subsection (a) above, shall become earned and vested.

(5) **Change in Control**. If on or after the second anniversary of the Grant Date and prior to the fourth anniversary of the Grant Date, there is a Change in Control while the Grantee remains a full-time employee of the Company (or a Subsidiary or Affiliate of the Company), then any Performance RSUs which had not previously become earned and vested, but which were tentatively earned under Subsection (a) above, shall become earned and vested and Subsections (b)(1), (2), (3) and (4) above shall no longer thereafter apply.

(c) **Effect of Change in Control, Death or Disability Prior to Second Anniversary of Grant Date**. Notwithstanding Subsections (a) and (b) above, upon (i) the occurrence of a Change in Control after the Grant Date and prior to the second anniversary thereof while the Grantee remains a full-time employee of the Company (or a

Subsidiary or Affiliate of the Company) or (ii) the termination of the Grantee's full-time employment with the Company (or a Subsidiary or Affiliate of the Company) after the Grant Date and prior to the second anniversary thereof due to Disability or death, the Grantee shall be entitled to Performance RSUs determined as follows (and Subsections (a) and (b) above shall not thereafter apply):

(1) **Prior to First Anniversary of Grant Date** . In the event that there is (i) a Change in Control of the Company after the Grant Date and prior to the first anniversary thereof, while the Grantee remains a full-time employee of the Company (or a Subsidiary or Affiliate of the Company), or (ii) a termination of the Grantee's full-time employment with the Company (or a Subsidiary or Affiliate of the Company) after the Grant Date and prior to the first anniversary thereof, due to Disability or death, in either case the Performance RSUs credited to the Grantee's Account shall be considered as earned and vested at the NATP Target Achievement Level (i.e., two-thirds (2/3s) of the Performance RSUs credited to Grantee's Account shall be earned and vested).

(2) **After First and Prior to Second Anniversary of Grant Date** . In the event that there is (i) a Change in Control of the Company after the first and prior to the second anniversary of the Grant Date, while the Grantee remains a full-time employee of the Company (or a Subsidiary or Affiliate of the Company), or (ii) a termination of the Grantee's full-time employment with the Company (or a Subsidiary or Affiliate of the Company) after the first and prior to the second anniversary of the Grant Date, due to Disability or death, in either case the portion of Performance RSUs credited to the Grantee's Account that shall be considered as earned and vested shall be that percentage of Performance RSUs that would be tentatively earned in Subsection (a) if the Achievement Levels in Appendix A were determined for the Fiscal Year ending June 30, 20yy, instead of the Fiscal Year ending June 30, 20xx.

(d) **Examples** . Hypothetical examples of the calculations of earned and vested Performance RSUs based on assumptions as to achievement levels for the NATP and other factors appear in Appendices B, C and D. These examples are presented solely as illustrations of the calculation methodology.

(e) **Committee Determination** . The NATP Performance Measure is evaluated independently by the Committee. The Committee shall determine and certify the extent to which the Performance Measure has been met following the end of the Performance Period, and the number of Performance RSUs tentatively earned and the number earned and vested by the Grantee hereunder. The Committee's determinations shall be binding and conclusive on all parties. Performance RSUs shall not be deemed to have been tentatively earned until the Committee's determination and certification as to the attainment of the achievement levels for the respective Performance Measure has been completed. The Committee may not exercise discretion to increase the amount earned or vested and/or the shares of Stock otherwise due based on the extent to which the achievement levels for the Performance Measures are met.

(f) **Employment Requirement; Forfeiture.** Except as otherwise provided in Section 3(b) and (c), in order to become vested in (i.e., earn) Performance RSUs under the terms of this Agreement, the Performance RSUs must be tentatively earned under Section 3(a) and the Grantee must meet the Service Requirement. The Grantee shall not be deemed to be employed by the Company (or a Subsidiary or Affiliate of the Company) if the Grantee's employment has been terminated, even if the Grantee is receiving severance in the form of salary continuation through the regular payroll system. If the Grantee terminates employment with the Company (or a Subsidiary or Affiliate of the Company) for any reason other than Retirement, Grandfathered Retirement, Disability or death, or converts from full-time to part-time status (other than in connection with Retirement or Grandfathered Retirement), prior to the close of business on the date that the Performance RSUs become vested under Section 3(b) or (c), the non-vested Performance RSUs granted under this Agreement shall be forfeited. Any Performance RSUs which are not earned and vested under Section 3(b) or (c) as of the date of a Change in Control shall be forfeited. Any Performance RSUs then credited to Grantee's Account which are determined by the Committee to have not been tentatively earned under Section 3(a) following the end of the Performance Period shall be forfeited.

#### **4. ISSUANCE OF SHARES.**

(a) **Issuance of Shares.** The Company shall issue certificates for shares of Stock equal in number to the number of Performance RSUs that the Committee determines have become earned and vested (except for any shares of Stock which are withheld to satisfy any tax withholding requirement) as soon as practical after the earlier of the following dates (but no later than the 15<sup>th</sup> day of the third calendar month following the applicable date):

(1) The date on which the Performance RSUs have been earned and vested under Section 3(b)(1), based on the determination of the Committee,

(2) Separation from Service on account of Disability, Grandfathered Retirement or Retirement; provided, however, that any distribution to a Specified Employee on account of a Separation from Service shall be made on the first day of the seventh month following the date of Separation from Service (or, if earlier, the date of death),

(3) The date of Change in Control (provided that such Change in Control qualifies as a "change in control" under Treas. Reg. §1.409A-3(i)(5)); or

(4) The date of death of the employee.

In the event of any amendment to this Agreement that affects the date of vesting under Section 3(b)(1), the date of distribution under Subsection (a)(1) above shall be determined without regard to any such amendment.

---

Upon issuance, such shares of Stock shall be registered on the Company's books in the name of the Grantee in full payment and satisfaction of such Performance RSUs.

(b) **Transfer Restrictions**. Transfer of the shares of Stock shall be subject to the Company's trading policies and any applicable securities laws or regulations governing transferability of shares of the Company.

(c) **Securities Regulations**. No Stock shall be issued hereunder until the Company has received all necessary stockholder and regulatory approvals and has taken all necessary steps to assure compliance with federal and state securities laws or has determined to its satisfaction and the satisfaction of its counsel that an exemption from the requirements of the federal and applicable state securities laws are available. To the extent applicable, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 under the U. S. Securities and Exchange Act of 1934. Any ambiguities or inconsistencies in the construction of this Agreement or the Plan shall be interpreted to give effect to such intention. However, to the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void to the extent permitted by law and deemed advisable by the Committee in its discretion.

(d) **Fractional Shares**. No fractional shares or scrip representing fractional shares of Stock shall be issued pursuant to this Agreement. If, upon the issuance of shares of Stock under this Agreement, Grantee would be entitled to a fractional share of Stock, the number of shares to which Grantee is entitled shall be rounded down to the next lower whole number.

(e) **Beneficiary**.

(1) Grantee may, from time to time, designate a beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of Grantee's death before Grantee has received all benefits to which Grantee would have been entitled under this Agreement. Each designation of beneficiary shall revoke all prior designations by the Grantee, shall be in a form prescribed by the Committee, and will be effective only when received in writing by the Committee. The last valid beneficiary designation received shall be controlling; provided, however, that no beneficiary designation, or change or revocation thereof, shall be effective unless received prior to the Grantee's death.

(2) If no valid and effective beneficiary designation exists at the time of the Grantee's death, or if no designated beneficiary survives the Grantee, or if the Grantee's beneficiary designation is invalid under the law, any benefit payable hereunder shall be made to the Grantee's surviving spouse, if any, or if there is no such surviving spouse, to the executor or administrator of Grantee's estate. If the Committee is in doubt as to the right of any person to receive payment of any benefit hereunder, the Committee may direct that the amount of such benefit be paid into a court of competent jurisdiction in an interpleader action, and such payment into court shall fully and completely discharge any liability or obligation of the Plan, CACI, the Committee, or the Board of Directors of CACI under this Agreement.

---

## 5. **MISCELLANEOUS.**

(a) **No Restriction on Company Authority.** The award of these Performance RSUs to the Grantee shall not affect in any way the right or power of CACI or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in CACI's capital structure or its business, or any merger or consolidation of CACI, or any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the common stock or the rights thereof, or the dissolution or liquidation of CACI, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) **Adjustment of Performance RSUs.** Except as hereinbefore expressly provided, if CACI shall effect a subdivision or consolidation of shares of Stock or other capital readjustment, the payment of a stock dividend, or other increase or reduction of the number of shares of Stock outstanding, without receiving compensation therefore in money, services or property, the number and class of shares of Stock represented by the Performance RSUs granted pursuant to this Agreement and credited to Grantee's Account shall be appropriately adjusted in such a manner as to represent the same total number of RSUs that the owner of an equal number of outstanding shares of Stock would own as a result of the event requiring the adjustment.

(c) **No Adjustment Otherwise.** Except as hereinbefore expressly provided, the issue by CACI of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefore, or upon conversion of shares or obligations of CACI convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock represented by the Performance RSUs granted pursuant to this Agreement.

(d) **Performance RSUs Nontransferable.** Performance RSUs are not transferable by the Grantee by means of sale, assignment, exchange, pledge, hypothecation, or otherwise.

(e) **Obligation Unfunded.** The obligation of the Company with respect to Performance RSUs granted hereunder shall be interpreted solely as an unfunded contractual obligation to make payments of Stock in the manner and under the conditions prescribed under this Agreement. Any shares or other assets set aside with respect to amounts payable under this Agreement shall be subject to the claims of the Company's general creditors, and no person other than the Company shall, by virtue of the provisions of the Plan or this Agreement, have any interest in such assets. In no event shall any assets set aside (directly or indirectly) with respect to amounts payable under this

Agreement be located or transferred outside the United States. Neither the Grantee nor any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under this Agreement, and the Grantee or any such other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan or this Agreement.

(f) **Withholding Taxes**. The Company shall effect a withholding of shares of Stock to be issued hereunder in such number whose aggregate Fair Market Value at such time equals the total amount of any federal, state or local taxes or any applicable taxes or other withholding of any jurisdiction required by law to be withheld as a result of the issuance of the Stock in whole or in part; provided, however, that the value of the Stock withheld by the Company may not exceed the statutory minimum withholding amounts required by law. In lieu of such deduction, the Company may require that the Grantee make a cash payment to the Company equal to the amount required to be withheld.

(g) **Impact on Other Benefits**. The value of the Performance RSUs (either on the Grant Date or at the time, if ever, the Performance RSUs are vested) shall not be includable as compensation or earnings for purposes of any other benefit plan offered by the Company.

(h) **Compliance With Section 409A**. Notwithstanding anything herein to the contrary, no amount shall be paid earlier than the earliest date permitted under Section 409A of the Code. The terms of this Agreement are intended to comply with the provisions of Section 409A of the Code and if any provision is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of the interpretation or construction which is consistent with the Agreement complying with the provisions of Section 409A. CACI makes no representations as to the tax consequences of the award of Performance RSUs to the Grantee or their vesting (including, without limitation, under Section 409A of the Code, if applicable). The Grantee understands and agrees that the Grantee is solely responsible for any and all income, employment or other taxes imposed on the Grantee with respect to the award.

(i) **Right to Continued Employment**. Nothing in the Plan or this Agreement shall be construed as a contract of employment between the Company (or a Subsidiary or Affiliate of the Company) and the Grantee, or as a contractual right of the Grantee to continue in the employ of the Company (or a Subsidiary or Affiliate of the Company), or as a limitation of the right of the Company (or a Subsidiary or Affiliate of the Company) to discharge the Grantee at any time.

(j) **Governing Law**. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware.

(k) **Arbitration**. Any dispute between the parties hereto arising under or relating to this Agreement shall be resolved in accordance with the procedures of the American Arbitration Association. Any resulting hearing shall be held in the Washington, DC metropolitan area. The resolution of any dispute achieved through such arbitration shall be binding and enforceable by a court of competent jurisdiction.

---

(l) **Successors**. This Agreement shall be binding upon and insure to the benefit of the successors, assigns and heirs of the respective parties.

(m) **Headings**. Headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

(n) **Notices**. All notices and other communications made or given pursuant to the Agreement shall be in writing and shall be sufficiently made or given if hand delivered or mailed by first class or certified mail, addressed to Grantee at the address contained in the records of the Company, or addressed to the Committee, care of the Company for the attention of its Secretary at its principal office or, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties.

(o) **Entire Agreement; Modification**. The Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided in the Plan or in a written document signed by each of the parties hereto.

(p) **Code Section 162(m)**. This Performance Share Grant Agreement, to the extent issued to a Covered Employee, as defined in the Plan, is intended to qualify as “performance-based compensation” within the meaning of Section 162(m) of the Code. As such, this Agreement shall be subject to the restrictions set forth in Section 10(b) of the Plan.

(q) **Conformity with Plan**. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan, which is incorporated herein by reference. Unless stated otherwise herein, capitalized terms in this Agreement shall have the same meaning as defined in the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in the Agreement or any matters as to which the Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to (i) interpret the Plan and Grant Agreements related thereto, (ii) prescribe, amend and rescind rules and regulations relating to the Plan, and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan. The Grantee acknowledges by signing this Agreement that he or she has reviewed a copy of the Plan.

(r) **Counterparts**. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** , the Company has caused this Performance RSU Grant Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand and seal, on the date(s) written below.

**CACI INTERNATIONAL INC**

By: \_\_\_\_\_  
Arnold D. Morse, Chief Legal Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**NAME**

Date: \_\_\_\_\_

**PERFORMANCE RSU OVERVIEW**

Number RSUs Being Granted (At the Stretch Achievement Level):	<b>XX,XXX</b>
Grant Date:	<b>MM/DD/YYYY</b>
FMV at Grant Date:	<b>\$XX.XX</b>



## CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN

## PERFORMANCE RSU GRANT AGREEMENT

This Performance RSU Grant Agreement (the “**Agreement**”) is entered into by and between CACI International Inc, a Delaware corporation (the “**Company**” or “**CACI**”) and NAME (the “**Grantee**”), effective as of MM/DD/YYYY (the “**Grant Date**”).

**Recitals**

WHEREAS, the Board of Directors of the Company adopted the CACI International Inc 2006 Stock Incentive Plan (the “**Plan**”);

WHEREAS, the Plan provides for Awards to key employees of the Company, or its Subsidiaries and Affiliates;

WHEREAS, the Grantee has been determined to be a key employee who is entitled to an Award under the Plan; and

WHEREAS, the Company desires to provide the Grantee the opportunity to acquire stock ownership in the Company based on the performance of the Company, in order to provide the Grantee with a direct proprietary interest in the Company and to provide the Grantee with an incentive to remain in the employ of the Company or a Subsidiary or Affiliate of the Company.

NOW, THEREFORE, the Company and the Grantee covenant and agree as follows:

**1. DEFINITIONS.**

Under this Agreement, except where the context otherwise indicates, the following definitions apply:

(a) “**Account**” means the bookkeeping account maintained for the Grantee pursuant to Section 2.

(b) “**Agreement**” means this Performance RSU Grant Agreement and shall include the applicable provisions of the Plan, which is hereby incorporated into and made a part of this Agreement.

(c) “**Cut Achievement Level**” means the NATP specified on Appendix A as the Cut Achievement Level for the Fiscal Year ending June 30, 20xx.

---

(d) **“Extraordinary Items of Income”** means any amount of income or gain included in the calculation of the net income of the Company that the Committee, in its discretion, but acting in good faith, determines to be extraordinary; provided, however, in no event will the revenue or income from an acquisition be deemed to be extraordinary, to the extent revenue or income from such acquisition is consolidated and included with revenue and income of the Company for reporting purposes.

(e) **“Fiscal Year”** means the fiscal year of the Company, which is currently July 1 through June 30.

(f) **“GAAP”** means U.S. generally accepted accounting principles, consistently applied.

(g) **“Grant Date”** means MM/DD/YYYY.

(h) **“NATP”** means net profit after taxes (defined as net income, after taxes, from continuing operations before the cumulative effect of any change in accounting principles, as determined in accordance with GAAP and reflected in the Company’s Consolidated Statements of Operations in its filing with the SEC, but without regard to any change in accounting standards that may be required by the Financial Accounting Standards Board after the Achievement Levels reflected on Exhibit A are established and modified so as to exclude any Extraordinary Items of Income).

(i) **“Performance Period”** means the period beginning **July 1, 20xx** and ending **June 30, 20xx**.

(j) **“Performance RSU”** means a bookkeeping entry that represents an amount equivalent to one share of Stock.

(k) **“Plan”** means the CACI International Inc 2006 Stock Incentive Plan, as amended from time to time.

(l) **“Retirement”** means retirement from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) or a change from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) to part-time status, in both cases on or after age 62, and following delivery of a Retirement Notice.

(m) **“Retirement Notice”** means a written notice from the Grantee to the Committee of the Grantee’s intention to retire from full-time employment and to either permanently retire from the Company (or a Subsidiary or Affiliate of the Company) and the information technology industry or to change from full-time to part-time status with the Company (or a Subsidiary or Affiliate of the Company) without any other employment in the information technology industry.

(n) **“Service Requirement”** means the Grantee must have been in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company) from the Grant Date through the applicable vesting anniversary of the Grant Date.

(o) **“Stretch Achievement Level”** means the NATP specified on Appendix A as the Stretch Achievement Level for the Fiscal Year ending June 30, 20xx.

(p) **“Target Achievement Level”** means the NATP specified on Appendix A as the Target Achievement Level for the Fiscal Year ending June 30, 20xx.

Any capitalized term used herein that is not expressly defined in this Agreement shall have the meaning that such term has under the Plan unless otherwise provided herein.

Appendix A, which sets forth the Cut, Target and Stretch Achievement Levels, is attached hereto and made a part hereof.

## **2. AWARD OF PERFORMANCE RSUs.**

(a) **Grant of Performance RSUs.** Subject to the provisions of this Agreement and pursuant to the provisions of the Plan, the Committee hereby grants to the Grantee a Performance RSU Award on the Grant Date for Performance RSUs as stated in the Performance RSU Overview below (representing the number of RSUs that would be tentatively earned by the Grantee upon attainment by the Company of the Stretch Achievement Level and would vest upon completion of the Service Requirement). The Grantee shall be entitled to receive one share of Stock for each Performance RSU earned by the Grantee and vested pursuant to the terms of this Grant Agreement. The number of Performance RSUs to which the Grantee would be entitled if the Stretch Achievement Level is attained by the Company and the Service Requirement completed shall be credited to the Grantee’s Account as of the Grant Date. The Grantee’s Account shall be the record of Performance RSUs granted to the Grantee hereunder and is solely for accounting purposes and shall not require a segregation of any assets of the Company. The Grantee shall not have the rights of a stockholder with respect to any Performance RSUs credited to the Grantee’s Account until shares of Stock have been distributed to the Grantee pursuant to Section 4, and the Grantee’s name has been entered as a stockholder of record on the books of the Company with respect to such distributed shares of Stock.

(b) **Dividend Equivalents.** If on any date prior to issuance of the shares of Stock subject to the Performance RSUs, the Company shall pay any dividend on the Stock (other than a dividend payable in shares of Stock), the number of Performance RSUs credited to Grantee’s Account shall as of such date be increased by an amount equal to: (A) the product of the number of Performance RSUs credited to the Grantee’s Account as of the record date for such dividend, multiplied by the per share amount of any dividend (or, in the case of any dividend payable in property other than cash, the per

share value of such dividend, as determined in good faith by the Board of Directors of the Company), divided by (B) the Fair Market Value of a share of Stock on the payment date of such dividend. In the case of any dividend declared on Stock which is payable in shares of Stock, the number of Performance RSUs credited to the Grantee shall be increased by a number equal to the product of (X) the aggregate number of Performance RSUs that have been credited to the Grantee's Account through the related dividend record date, multiplied by (Y) the number of shares of Stock (including any fraction thereof) payable as a dividend on a share of Stock.

### **3. PERFORMANCE, VESTING AND OTHER RESTRICTIONS.**

The Performance RSUs shall become earned and vested only upon, and to the extent of, the satisfaction of the Performance Measures (as defined in the Plan) and the completion of the employment requirements set forth below.

(a) **Satisfaction of Performance Thresholds**. To the extent that the Performance Measures contained in this Section 3(a) are achieved for the Fiscal Year ending June 30, 20xx, and the Grantee continues in full time employment with the Company (or a Subsidiary or Affiliate of the Company) through the end of the Performance Period, then the Grantee shall tentatively earn (subject to vesting) the Performance RSUs in accordance with the following:

(1) **Below Cut Level**. If NATP for the Fiscal Year ending June 30, 20xx is below the NATP Cut Achievement Level, the Grantee shall not tentatively earn any portion of the Performance RSUs.

(2) **Cut Achievement Level**. If NATP for the Fiscal Year ending June 30, 20xx is equal to or greater than the NATP Cut Achievement Level, but below the Target Achievement Level, the Grantee shall tentatively earn one-third (1/3<sup>rd</sup>) of the Performance RSUs credited to the Grantee's Account.

(3) **Target Achievement Level**. If NATP for the Fiscal Year ending June 30, 20xx is equal to or greater than the NATP Target Achievement Level, but below the Stretch Achievement Level, the Grantee shall tentatively earn two-thirds (2/3<sup>rd</sup>) of the Performance RSUs credited to Grantee's Account.

(4) **Stretch Achievement Level**. If NATP for the Fiscal Year ending June 30, 20xx is equal to or greater than the NATP Stretch Achievement Level, the Grantee shall tentatively earn one hundred percent (100%) of the Performance RSUs credited to Grantee's Account.

(5) **Achievement Levels between Cut and Target Achievement Level or Target and Stretch Achievement Level**. If NATP for the Fiscal Year ending June 30, 20xx is between the Cut and Target Achievement Level or between the Target and Stretch Achievement Level, the Grantee shall tentatively earn an additional number

of Performance RSUs, representing a prorated amount (on a straight line basis) of the difference between the number of Performance RSUs earned for attainment of the two achievement levels. For example, if the Grantee tentatively earns 1,500 Performance RSUs for attainment of the Cut Achievement Level, and 3,000 Performance RSUs for attainment of the Target Achievement Level, and NATP for the Fiscal Year ending June 30, 20xx is the midpoint between the NATP Cut Achievement Level and the Target Achievement Level, the Grantee would tentatively earn an additional 750 Performance RSUs based on the attainment of NATP between the Cut and Target Achievement Levels (for a total of 2,250 Performance RSUs). If the Grantee tentatively earns 4,500 Performance RSUs for attainment of the Stretch Achievement Level, and NATP for the Fiscal Year ending June 30, 20xx is the midpoint between the NATP Target Achievement Level and the Stretch Achievement Level, the Grantee would tentatively earn an additional 750 Performance RSUs reflecting the attainment of NATP between the Target and Stretch Achievement Levels (for a total of 3,750 Performance RSUs).

The Cut, Target and Stretch Achievement Levels reflected in Appendix A represent the actual NATP for the specified period and not the growth in NATP. Except as otherwise provided herein, the NATP Cut, Target and Stretch Achievement Levels reflect the NATP for the Fiscal Year ending June 30, 20xx, and the right to Performance RSUs is not dependent on the achievement of any particular level of NATP for the Fiscal Year ending June 30, 20yy.

(b) **Vesting Following Performance Period**. Performance RSUs which were tentatively earned under Subsection (a) above shall become earned and vested as follows:

(1) **Completion of Service Requirement**.

(A) One-Third ( $1/3^{\text{rd}}$ ) of the Performance RSUs which were tentatively earned under Subsection (a) above shall become earned and vested on the later of the second anniversary of the Grant Date or the date on which the Company's final NATP for the Fiscal Year ending June 30, 20xx has been determined,

(B) an additional one-third ( $1/3^{\text{rd}}$ ) of the Performance RSUs which were tentatively earned under Subsection (a) above shall become earned and vested on the third anniversary of the Grant Date, and

(C) an additional one-third ( $1/3^{\text{rd}}$ ) of the Performance RSUs which were tentatively earned under Subsection (a) above shall become earned and vested on the fourth anniversary of the Grant Date;

provided that the Grantee remains in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company) from the Grant Date through any such anniversary of the Grant Date.

(2) **Retirement**. Upon the Retirement of a Grantee following the second anniversary of the Grant Date, then in lieu of vesting in one-third (1/3<sup>rd</sup>) of the Performance RSUs on each of the third and fourth anniversary of the Grant Date under Subsection (b)(1)(B) and (C) above, the Grantee shall vest in one-third (1/3<sup>rd</sup>) of the Performance RSUs on the second anniversary of the Grant Date (in accordance with Subsection (b)(1)(A) above) and shall vest in the remaining two-thirds (2/3<sup>rd</sup>s) of the Performance RSUs at the rate of one twenty-fourth (1/24<sup>th</sup>) of such remaining RSUs for each full month of full-time employment with the Company (or a Subsidiary or Affiliate of the Company) completed by Grantee following the second anniversary of the Grant Date.

(3) **Disability or Death**. If there is a termination of the Grantee's full-time employment with the Company (or a Subsidiary or Affiliate of the Company) on or after the second anniversary of the Grant Date and prior to the fourth anniversary of the Grant Date due to Disability or death, then any Performance RSUs which had not previously become earned and vested, but which were tentatively earned under Subsection (a) above, shall become earned and vested.

(4) **Change in Control**. If on or after the second anniversary of the Grant Date and prior to the fourth anniversary of the Grant Date, there is a Change in Control while the Grantee remains a full-time employee of the Company (or a Subsidiary or Affiliate of the Company), then any Performance RSUs which had not previously become earned and vested, but which were tentatively earned under Subsection (a) above, shall become earned and vested and Subsections (b)(1), (2) and (3) above shall no longer thereafter apply.

(c) **Effect of Change in Control, Death or Disability Prior to Second Anniversary of Grant Date**. Notwithstanding Subsections (a) and (b) above, upon (i) the occurrence of a Change in Control after the Grant Date and prior to the second anniversary thereof while the Grantee remains a full-time employee of the Company (or a Subsidiary or Affiliate of the Company) or (ii) the termination of the Grantee's full-time employment with the Company (or a Subsidiary or Affiliate of the Company) after the Grant Date and prior to the second anniversary thereof due to Disability or death, the Grantee shall be entitled to Performance RSUs determined as follows (and Subsections (a) and (b) above shall not thereafter apply):

(1) **Prior to First Anniversary of Grant Date**. In the event that there is (i) a Change in Control of the Company after the Grant Date and prior to the first anniversary thereof, while the Grantee remains a full-time employee of the Company (or a Subsidiary or Affiliate of the Company), or (ii) a termination of the Grantee's full-time employment with the Company (or a Subsidiary or Affiliate of the Company) after the Grant Date and prior to the first anniversary thereof, due to Disability or death, in either case the Performance RSUs credited to the Grantee's Account shall be considered as earned and vested at the NATP Target Achievement Level (i.e., two-thirds (2/3s) of the Performance RSUs credited to Grantee's Account shall be earned and vested).

(2) **After First and Prior to Second Anniversary of Grant Date**. In the event that there is (i) a Change in Control of the Company after the first and prior to the second anniversary of the Grant Date, while the Grantee remains a full-time employee of the Company (or a Subsidiary or Affiliate of the Company), or (ii) a termination of the Grantee's full-time employment with the Company (or a Subsidiary or Affiliate of the Company) after the first and prior to the second anniversary of the Grant Date, due to Disability or death, in either case the portion of Performance RSUs credited to the Grantee's Account that shall be considered as earned and vested shall be that percentage of Performance RSUs that would be tentatively earned in Subsection (a) if the Achievement Levels in Appendix A were determined for the Fiscal Year ending June 30, 20yy, instead of the Fiscal Year ending June 30, 20xx.

(d) **Examples**. Hypothetical examples of the calculations of earned and vested Performance RSUs based on assumptions as to achievement levels for the NATP and other factors appear in Appendices B, C and D. These examples are presented solely as illustrations of the calculation methodology.

(e) **Committee Determination**. The NATP Performance Measure is evaluated independently by the Committee. The Committee shall determine and certify the extent to which the Performance Measure has been met following the end of the Performance Period, and the number of Performance RSUs tentatively earned and the number earned and vested by the Grantee hereunder. The Committee's determinations shall be binding and conclusive on all parties. Performance RSUs shall not be deemed to have been tentatively earned until the Committee's determination and certification as to the attainment of the achievement levels for the respective Performance Measure has been completed. The Committee may not exercise discretion to increase the amount earned or vested and/or the shares of Stock otherwise due based on the extent to which the achievement levels for the Performance Measures are met.

(f) **Employment Requirement; Forfeiture**. Except as otherwise provided in Section 3(b) and (c), in order to become vested in (i.e., earn) Performance RSUs under the terms of this Agreement, the Performance RSUs must be tentatively earned under Section 3(a) and the Grantee must meet the Service Requirement. The Grantee shall not be deemed to be employed by the Company (or a Subsidiary or Affiliate of the Company) if the Grantee's employment has been terminated, even if the Grantee is receiving severance in the form of salary continuation through the regular payroll system. If the Grantee terminates employment with the Company (or a Subsidiary or Affiliate of the Company) for any reason other than Retirement, Disability or death, or converts from full-time to part-time status (other than in connection with Retirement), prior to the close of business on the date that the Performance RSUs become vested under Section 3(b) or (c), the non-vested Performance RSUs granted under this Agreement shall be forfeited. Any Performance RSUs which are not earned and vested under Section 3(b) or (c) as of the date of a Change in Control shall be forfeited. Any Performance RSUs then credited to Grantee's Account which are determined by the Committee to have not been tentatively earned under Section 3(a) following the end of the Performance Period shall be forfeited.

---

#### 4. **ISSUANCE OF SHARES.**

(a) **Issuance of Shares**. The Company shall issue certificates for shares of Stock equal in number to the number of Performance RSUs that the Committee determines have become earned and vested (except for any shares of Stock which are withheld to satisfy any tax withholding requirement) as soon as practical after the earlier of the following dates (but no later than the 15<sup>th</sup> day of the third calendar month following the applicable date):

(1) The date on which the Performance RSUs have been earned and vested under Section 3(b)(1), based on the determination of the Committee,

(2) With respect to those Grantees who are eligible for Retirement (and otherwise satisfy the conditions of Section 3(b)(2)) on or after the second anniversary of the Grant Date,

- (A) the second anniversary of the Grant Date (with respect to the portion of the RSUs that vest on such date), and
- (B) the close of the fiscal year preceding the third and fourth anniversary of the Grant Date (so that any RSUs that vest during the fiscal year are distributed within two and one-half ( $2\frac{1}{2}$ ) months after the close of such preceding fiscal year),

(3) The date of a Change in Control, or

(4) The date of death or Disability of the employee.

In no event shall shares of Stock in respect of Performance RSUs that have been earned and vested be issued later than the last day on which such issuance will qualify as a “short-term deferral” under Treas. Reg. §1.409A-1(a)(4).

Upon issuance, such shares of Stock shall be registered on the Company’s books in the name of the Grantee in full payment and satisfaction of such Performance RSUs.

(b) **Transfer Restrictions**. Transfer of the shares of Stock shall be subject to the Company’s trading policies and any applicable securities laws or regulations governing transferability of shares of the Company.

(c) **Securities Regulations**. No Stock shall be issued hereunder until the Company has received all necessary stockholder and regulatory approvals and has taken



all necessary steps to assure compliance with federal and state securities laws or has determined to its satisfaction and the satisfaction of its counsel that an exemption from the requirements of the federal and applicable state securities laws are available. To the extent applicable, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 under the U. S. Securities and Exchange Act of 1934. Any ambiguities or inconsistencies in the construction of this Agreement or the Plan shall be interpreted to give effect to such intention. However, to the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void to the extent permitted by law and deemed advisable by the Committee in its discretion.

(d) **Fractional Shares**. No fractional shares or scrip representing fractional shares of Stock shall be issued pursuant to this Agreement. If, upon the issuance of shares of Stock under this Agreement, Grantee would be entitled to a fractional share of Stock, the number of shares to which Grantee is entitled shall be rounded down to the next lower whole number.

(e) **Beneficiary**.

(1) Grantee may, from time to time, designate a beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of Grantee's death before Grantee has received all benefits to which Grantee would have been entitled under this Agreement. Each designation of beneficiary shall revoke all prior designations by the Grantee, shall be in a form prescribed by the Committee, and will be effective only when received in writing by the Committee. The last valid beneficiary designation received shall be controlling; provided, however, that no beneficiary designation, or change or revocation thereof, shall be effective unless received prior to the Grantee's death.

(2) If no valid and effective beneficiary designation exists at the time of the Grantee's death, or if no designated beneficiary survives the Grantee, or if the Grantee's beneficiary designation is invalid under the law, any benefit payable hereunder shall be made to the Grantee's surviving spouse, if any, or if there is no such surviving spouse, to the executor or administrator of Grantee's estate. If the Committee is in doubt as to the right of any person to receive payment of any benefit hereunder, the Committee may direct that the amount of such benefit be paid into a court of competent jurisdiction in an interpleader action, and such payment into court shall fully and completely discharge any liability or obligation of the Plan, CACI, the Committee, or the Board of Directors of CACI under this Agreement.

**5. MISCELLANEOUS**.

(a) **No Restriction on Company Authority**. The award of these Performance RSUs to the Grantee shall not affect in any way the right or power of CACI or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in CACI's capital structure or its business, or any merger

or consolidation of CACI, or any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the common stock or the rights thereof, or the dissolution or liquidation of CACI, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) **Adjustment of Performance RSUs**. Except as hereinbefore expressly provided, if CACI shall effect a subdivision or consolidation of shares of Stock or other capital readjustment, the payment of a stock dividend, or other increase or reduction of the number of shares of Stock outstanding, without receiving compensation therefore in money, services or property, the number and class of shares of Stock represented by the Performance RSUs granted pursuant to this Agreement and credited to Grantee's Account shall be appropriately adjusted in such a manner as to represent the same total number of RSUs that the owner of an equal number of outstanding shares of Stock would own as a result of the event requiring the adjustment.

(c) **No Adjustment Otherwise**. Except as hereinbefore expressly provided, the issue by CACI of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefore, or upon conversion of shares or obligations of CACI convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock represented by the Performance RSUs granted pursuant to this Agreement.

(d) **Performance RSUs Nontransferable**. Performance RSUs are not transferable by the Grantee by means of sale, assignment, exchange, pledge, hypothecation, or otherwise.

(e) **Obligation Unfunded**. The obligation of the Company with respect to Performance RSUs granted hereunder shall be interpreted solely as an unfunded contractual obligation to make payments of Stock in the manner and under the conditions prescribed under this Agreement. Any shares or other assets set aside with respect to amounts payable under this Agreement shall be subject to the claims of the Company's general creditors, and no person other than the Company shall, by virtue of the provisions of the Plan or this Agreement, have any interest in such assets. In no event shall any assets set aside (directly or indirectly) with respect to amounts payable under this Agreement be located or transferred outside the United States. Neither the Grantee nor any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under this Agreement, and the Grantee or any such other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan or this Agreement.

(f) **Withholding Taxes**. The Company shall effect a withholding of shares of Stock to be issued hereunder in such number whose aggregate Fair Market Value at such time equals the total amount of any federal, state or local taxes or any applicable taxes or

other withholding of any jurisdiction required by law to be withheld as a result of the issuance of the Stock in whole or in part; provided, however, that the value of the Stock withheld by the Company may not exceed the statutory minimum withholding amounts required by law. In lieu of such deduction, the Company may require that the Grantee make a cash payment to the Company equal to the amount required to be withheld.

(g) **Impact on Other Benefits**. The value of the Performance RSUs (either on the Grant Date or at the time, if ever, the Performance RSUs are vested) shall not be includable as compensation or earnings for purposes of any other benefit plan offered by the Company.

(h) **Compliance With Section 409A**. The award of Performance RSUs is not intended to provide deferred compensation subject to Section 409A of the Code; provided, however, that CACI makes no representations as to the tax consequences of the award of Performance RSUs to the Grantee or their vesting (including, without limitation, under Section 409A of the Code, if applicable). The Grantee understands and agrees that the Grantee is solely responsible for any and all income, employment or other taxes imposed on the Grantee with respect to the award.

(i) **Right to Continued Employment**. Nothing in the Plan or this Agreement shall be construed as a contract of employment between the Company (or a Subsidiary or Affiliate of the Company) and the Grantee, or as a contractual right of the Grantee to continue in the employ of the Company (or a Subsidiary or Affiliate of the Company), or as a limitation of the right of the Company (or a Subsidiary or Affiliate of the Company) to discharge the Grantee at any time.

(j) **Governing Law**. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware.

(k) **Arbitration**. Any dispute between the parties hereto arising under or relating to this Agreement shall be resolved in accordance with the procedures of the American Arbitration Association. Any resulting hearing shall be held in the Washington, DC metropolitan area. The resolution of any dispute achieved through such arbitration shall be binding and enforceable by a court of competent jurisdiction.

(l) **Successors**. This Agreement shall be binding upon and insure to the benefit of the successors, assigns and heirs of the respective parties.

(m) **Headings**. Headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

(n) **Notices**. All notices and other communications made or given pursuant to the Agreement shall be in writing and shall be sufficiently made or given if hand delivered or mailed by first class or certified mail, addressed to Grantee at the address contained in the records of the Company, or addressed to the Committee, care of the

---

Company for the attention of its Secretary at its principal office or, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties.

(o) **Entire Agreement; Modification**. The Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided in the Plan or in a written document signed by each of the parties hereto.

(p) **Code Section 162(m)**. This Performance Share Grant Agreement, to the extent issued to a Covered Employee, as defined in the Plan, is intended to qualify as “performance-based compensation” within the meaning of Section 162(m) of the Code. As such, this Agreement shall be subject to the restrictions set forth in Section 10(b) of the Plan.

(q) **Conformity with Plan**. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan, which is incorporated herein by reference. Unless stated otherwise herein, capitalized terms in this Agreement shall have the same meaning as defined in the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in the Agreement or any matters as to which the Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to (i) interpret the Plan and Grant Agreements related thereto, (ii) prescribe, amend and rescind rules and regulations relating to the Plan, and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan. The Grantee acknowledges by signing this Agreement that he or she has reviewed a copy of the Plan.

(r) **Counterparts**. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**[Remainder of page intentionally left blank.]**

**IN WITNESS WHEREOF** , the Company has caused this Performance RSU Grant Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand and seal, on the date(s) written below.

**CACI INTERNATIONAL INC**

By: \_\_\_\_\_  
Arnold D. Morse, Chief Legal Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**NAME**

Date: \_\_\_\_\_

**PERFORMANCE RSU OVERVIEW**

Number RSUs Being Granted	
(At the Stretch Achievement Level):	<b>XX,XXX</b>
Grant Date:	<b>MM/DD/YYYY</b>
FMV at Grant Date:	<b>\$XX.XX</b>

**CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN  
RESTRICTED STOCK UNIT (RSU) GRANT AGREEMENT**

This Restricted Stock Unit (RSU) Grant Agreement (the “**Agreement**”) is entered into by and between CACI International Inc, a Delaware corporation (the “**Company**” or “**CACI**”) and NAME (the “**Grantee**”), effective as of MM/DD/YYYY (the “**Grant Date**”).

**Recitals**

WHEREAS, Section 7 of the CACI International Inc 2006 Stock Incentive Plan (the “**Plan**”) permits the Committee to make awards of Restricted Stock Units to key employees of the Company or any Subsidiary or Affiliate;

WHEREAS, the Grantee is a “**Grandfathered Executive**” (as defined below);

WHEREAS, the Grantee has been determined to be a key employee who is entitled to an Award under the Plan; and

WHEREAS, on MM/DD/YYYY (the “**Grant Date**”), the Committee awarded the Grantee **XX,XXX** Restricted Stock Units in order to provide the Grantee with a direct proprietary interest in the Company and to provide the Grantee with an incentive to remain in the employ of the Company or a Subsidiary or Affiliate.

NOW, THEREFORE, the Company and the Grantee covenant and agree as follows:

**1. DEFINITIONS.**

Under this Agreement, except where the context otherwise indicates, the following definitions apply:

(a) “**Account**” means the bookkeeping account maintained for the Grantee pursuant to Section 2.

(b) “**Agreement**” means this Restricted Stock Unit (RSU) Grant Agreement and shall include the applicable provisions of the Plan, which is hereby incorporated into and made a part of this Agreement.

(c) “**Grandfathered Executive**” means an executive who, as of July 1, 2008, was age 62 or older and who was a full-time employee of the Company (or a Subsidiary or Affiliate of the Company).

(d) **“Grandfathered Retirement”** means, in the case of a Grandfathered Executive, retirement from full-time employment or change to part-time status with the Company (or a Subsidiary or Affiliate of the Company) following delivery of a Retirement Notice, in either case on or after age 65.

(e) **“Grant Date”** means MM/DD/YYYY .

(f) **“Plan”** means the CACI International Inc 2006 Stock Incentive Plan, as amended from time to time.

(g) **“Retirement”** means retirement from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) or a change from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) to part-time status, in both cases on or after age 62, and following delivery of a Retirement Notice. The term “Retirement” excludes a Grandfathered Retirement.

(h) **“Retirement Notice”** means a written notice from the Grantee to the Committee of the Grantee’s intention to retire from full-time employment and to either permanently retire from the Company (or a Subsidiary or Affiliate of the Company) and the information technology industry or to change from full-time to part-time status with the Company (or a Subsidiary or Affiliate of the Company) without any other employment in the information technology industry.

(i) **“Restricted Stock Unit”** or **“RSU”** means the right to receive one share of Stock under the Plan pursuant to the terms and conditions of this Agreement, without transferring to the Grantee any of the attributes of ownership of Stock prior to the issuance of the Stock.

(j) **“Vesting Date”** means each date on which a portion of the RSUs become vested in accordance with the Vesting Schedule.

(k) **“Vesting Schedule”** means the schedule set forth below indicating the dates on which RSUs vest:

<u>Vesting Date</u>	<u>Percent of RSUs That Vest on the Relevant Vesting Date</u>
MM/DD/YYYY	X%
MM/DD/YYYY	X%

Any capitalized term used herein that is not expressly defined in this Agreement shall have the meaning that such term has under the Plan unless otherwise provided herein.

---

## 2. **AWARD OF RSUs.**

(a) **Grant of RSUs.** Subject to the provisions of this Agreement and pursuant to the provisions of the Plan, the Committee hereby grants to the Grantee on the Grant Date, **XX,XXX** RSUs. The Grantee shall be entitled to receive one share of Stock for each RSU pursuant to the terms and conditions of this Agreement. The Grantee's Account shall be the record of RSUs granted to the Grantee hereunder and is solely for accounting purposes and shall not require a segregation of any assets of the Company. The Grantee shall not have the rights of a stockholder with respect to any RSUs credited to the Grantee's Account until shares of Stock have been distributed to the Grantee pursuant to Section 4, and the Grantee's name has been entered as a stockholder of record on the books of the Company with respect to such distributed shares of Stock.

(b) **Dividend Equivalents.** If on any date prior to issuance of the shares of Stock subject to the RSUs, the Company shall pay any dividend on the Stock (other than a dividend payable in shares of Stock), the number of RSUs credited to Grantee's Account shall as of such date be increased by an amount equal to: (A) the product of the number of RSUs credited to the Grantee's Account as of the record date for such dividend, multiplied by the per share amount of any dividend (or, in the case of any dividend payable in property other than cash, the per share value of such dividend, as determined in good faith by the Board of Directors of the Company), divided by (B) the Fair Market Value of a share of Stock on the payment date of such dividend. In the case of any dividend declared on Stock which is payable in shares of Stock, the number of RSUs credited to the Grantee shall be increased by a number equal to the product of (X) the aggregate number of RSUs that have been credited to the Grantee's Account through the related dividend record date, multiplied by (Y) the number of shares of Stock (including any fraction thereof) payable as a dividend on a share of Stock.

## 3. **VESTING.**

(a) **Regular Vesting Schedule.** Except as set forth in this Section 3, the RSUs granted pursuant to this Agreement shall vest in accordance with the Vesting Schedule, provided the Grantee has remained in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company), from the Grant Date through the applicable Vesting Date.

(b) **Retirement.** Upon the Retirement of a Grantee, then in lieu of determining the number of RSUs in which the Grantee is vested based upon the Vesting Schedule, the Grantee shall vest in the RSUs based on the amount of RSUs that were vested as of the Vesting Date preceding the Grantee's Retirement (as determined pursuant to the Vesting Schedule) (the "Pre-Retirement Vesting Date") and the Grantee shall vest in the remaining RSUs based on a fraction, the numerator of which is the number of months following the Pre-Retirement Vesting Date during which the Grantee is in the full-time employment with the Company (or a Subsidiary or Affiliate of the Company) and the denominator of which is the total number of months remaining in the Vesting Schedule after the Pre-Retirement Vesting Date.



(c) **Grandfathered Retirement**. Upon the Grandfathered Retirement of a Grantee who is a Grandfathered Executive, Grantee shall become 100% vested in any RSUs that were not otherwise vested as of such date.

(d) **Vesting Upon Change in Control, Disability or Death**. The Grantee shall become 100% vested in all RSUs upon the occurrence of one of the following events while the Grantee is in full-time employment with the Company (or a Subsidiary or Affiliate of the Company): (i) a Change in Control (ii) the Grantee's death, or (iii) the Grantee's termination of employment due to Disability.

(e) **Employment Requirement; Forfeiture**. Except as provided in Section 3(b) or (c), or otherwise determined by the Committee, in order to become vested in (i.e., earn) RSUs under the terms of this Agreement, the Grantee must have been in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company) from the Grant Date through the close of business on the applicable Vesting Date (or such earlier date on which the RSUs become vested under Section 3(b) or (c)). The Grantee shall not be deemed to be employed by the Company (or a Subsidiary or Affiliate of the Company) if the Grantee's employment has been terminated, even if the Grantee is receiving severance in the form of salary continuation through the regular payroll system. If the Grantee terminates employment with the Company (or a Subsidiary or Affiliate of the Company) for any reason other than Retirement, Grandfathered Retirement, Disability or death, or converts from full-time to part-time status (other than in connection with Retirement or Grandfathered Retirement), the Grantee shall forfeit any RSUs granted under this Agreement that are not vested as of such date.

(f) **Bankruptcy; Dissolution**. RSUs granted under this Agreement shall be of no further force or effect and forfeited in the event that the Company is placed under the jurisdiction of a bankruptcy court, or is dissolved or liquidated.

#### **4. ISSUANCE OF SHARES .**

(a) **Issuance of Shares**. The Company shall issue certificates for shares of Stock, equal in number to the number of RSUs that become earned and vested under Section 3 (except for any shares of Stock which are withheld to satisfy any tax withholding requirement) within two and one-half (2 1/2) months of the earliest of the following dates:

- (i) the applicable Vesting Date;
- (ii) death;

(iii) a Change in Control (provided that such Change in Control qualifies as a “change in control” under Treas. Reg. §1.409A-3(i)(5)); or

(iv) Separation from Service on account of Disability, Grandfathered Retirement or Retirement; provided, however, that any distribution to a Specified Employee on account of a Separation from Service shall be made on the first day of the seventh month following the date of Separation from Service (or, if earlier, the date of death).

In the event of any amendment to the Vesting Schedule, the date of distribution shall be determined without regard to any such amendment (i.e., the original Vesting Date shall be used for determining the date of any distribution hereunder).

Upon issuance, such shares of Stock shall be registered on the Company’s books in the name of the Grantee in full payment and satisfaction of such RSUs.

(b) **Transfer Restrictions**. Transfer of the shares of Stock shall be subject to the Company’s trading policies and any applicable securities laws or regulations governing transferability of shares of the Company.

(c) **Securities Regulations**. No Stock shall be issued hereunder until the Company has received all necessary stockholder and regulatory approvals and has taken all necessary steps to assure compliance with federal and state securities laws or has determined to its satisfaction and the satisfaction of its counsel that an exemption from the requirements of the federal and applicable state securities laws is available. To the extent applicable, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 under the U. S. Securities and Exchange Act of 1934. Any ambiguities or inconsistencies in the construction of this Agreement or the Plan shall be interpreted to give effect to such intention. However, to the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void to the extent permitted by law and deemed advisable by the Committee in its discretion.

(d) **Fractional Shares**. No fractional shares or scrip representing fractional shares of Stock shall be issued pursuant to this Agreement. If, upon the issuance of shares of Stock under this Agreement, the Grantee would be entitled to a fractional share of Stock, the number of shares to which the Grantee is entitled shall be rounded down to the next lower whole number.

(e) **Beneficiary**.

(i) The Grantee may, from time to time, designate a beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of the Grantee’s death before the Grantee has received all benefits to which the Grantee would have been entitled under this Agreement. Each designation of beneficiary shall revoke all prior designations by the

Grantee, shall be in a form prescribed by the Committee, and will be effective only when received in writing by the Committee. The last valid beneficiary designation received shall be controlling; provided, however, that no beneficiary designation, or change or revocation thereof, shall be effective unless received prior to the Grantee's death.

(ii) If no valid and effective beneficiary designation exists at the time of the Grantee's death, or if no designated beneficiary survives the Grantee, or if the Grantee's beneficiary designation is invalid under the law, any benefit payable hereunder shall be made to the Grantee's surviving spouse, if any, or if there is no such surviving spouse, to the executor or administrator of the Grantee's estate. If the Committee is in doubt as to the right of any person to receive payment of any benefit hereunder, the Committee may direct that the amount of such benefit be paid into a court of competent jurisdiction in an interpleader action, and such payment into court shall fully and completely discharge any liability or obligation of the Plan, CACI, the Committee, or the Board of Directors of CACI International Inc under this Agreement.

## **5. MISCELLANEOUS.**

(a) **No Restriction on Company Authority.** The award of these RSUs to the Grantee shall not affect in any way the right or power of CACI or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in CACI's capital structure or its business, or any merger or consolidation of CACI, or any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the common stock or the rights thereof, or the dissolution or liquidation of CACI, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) **Adjustment of RSUs.** If CACI shall effect a subdivision or consolidation of shares of Stock or other capital readjustment, the payment of a stock dividend, or other increase or reduction of the number of shares of Stock outstanding, without receiving compensation therefore in money, services or property, the number and class of shares of Stock represented by the RSUs granted pursuant to this Agreement shall be appropriately adjusted in such a manner as to represent the same total number of shares that the owner of an equal number of outstanding shares of Stock would own as a result of the event requiring the adjustment.

(c) **No Adjustment Otherwise.** Except as hereinbefore expressly provided, the issue by CACI of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefore, or upon conversion of shares or obligations of CACI convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock represented by the RSUs granted pursuant to this Agreement.

(d) **RSUs Nontransferable** . RSUs are not transferable by the Grantee by means of sale, assignment, exchange, pledge, hypothecation, or otherwise.

(e) **Obligation Unfunded** . The obligation of the Company with respect to RSUs granted hereunder shall be interpreted solely as an unfunded contractual obligation to make payments of Stock in the manner and under the conditions prescribed under this Agreement. Any shares or other assets set aside with respect to amounts payable under this Agreement shall be subject to the claims of the Company's general creditors, and no person other than the Company shall, by virtue of the provisions of the Plan or this Agreement, have any interest in such assets. In no event shall any assets set aside (directly or indirectly) with respect to amounts payable under this Agreement be located or transferred outside the United States. Neither the Grantee nor any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under this Agreement, and the Grantee or any such other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan or this Agreement.

(f) **Withholding Taxes** . The Company shall effect a withholding of shares of Stock to be issued hereunder in such number whose aggregate Fair Market Value at such time equals the total amount of any federal, state or local taxes or any applicable taxes or other withholding of any jurisdiction required by law to be withheld as a result of the issuance of the Stock in whole or in part; provided, however, that the value of the Stock withheld by the Company may not exceed the statutory minimum withholding amounts required by law. In lieu of such deduction, the Company may require that the Grantee make a cash payment to the Company equal to the amount required to be withheld.

(g) **Impact on Other Benefits** . The value of the RSUs (either on the Grant Date or at the time, if ever, the RSUs are vested) shall not be includable as compensation or earnings for purposes of any other benefit plan offered by the Company.

(h) **Compliance With Section 409A** . Notwithstanding anything herein to the contrary, no amount shall be paid earlier than the earliest date permitted under Section 409A of the Code. The terms of this Agreement are intended to comply with the provisions of Section 409A of the Code and if any provision is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of the interpretation or construction which is consistent with the Agreement complying with the provisions of Section 409A. CACI makes no representations as to the tax consequences of the award of RSUs to the Grantee or their vesting (including, without limitation, under Section 409A of the Code, if applicable). The Grantee understands and agrees that the Grantee is solely responsible for any and all income, employment or other taxes imposed on the Grantee with respect to the award.

(i) **Right to Continued Employment** . Nothing in the Plan or this Agreement shall be construed as a contract of employment between the Company (or a Subsidiary or Affiliate of the Company) and the Grantee, or as a contractual right of the Grantee to

---

continue in the employ of the Company (or a Subsidiary or Affiliate of the Company), or as a limitation of the right of the Company (or a Subsidiary or Affiliate of the Company) to discharge the Grantee at any time.

(j) **Governing Law** . This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware.

(k) **Arbitration** . Any dispute between the parties hereto arising under or relating to this Agreement shall be resolved in accordance with the procedures of the American Arbitration Association. Any resulting hearing shall be held in the Washington, DC metropolitan area. The resolution of any dispute achieved through such arbitration shall be binding and enforceable by a court of competent jurisdiction .

(l) **Successors** . This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

(m) **Headings** . Headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

(n) **Notices** . All notices and other communications made or given pursuant to the Agreement shall be in writing and shall be sufficiently made or given if hand delivered or mailed by first class or certified mail, addressed to the Grantee at the address contained in the records of the Company, or addressed to the Committee, care of the Company for the attention of its Secretary at its principal office or, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties.

(o) **Entire Agreement; Modification** . The Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided in the Plan or in a written document signed by each of the parties hereto.

(p) **Conformity with Plan** . This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan, which is incorporated herein by reference. Unless stated otherwise herein, capitalized terms in this Agreement shall have the same meaning as defined in the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in the Agreement or any matters as to which the Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to (i) interpret the Plan and Awards related thereto, (ii) prescribe, amend and rescind rules and regulations relating to the Plan, and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan. The Grantee acknowledges by signing this Agreement that he or she has reviewed a copy of the Plan.

---

(q) **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**[Remainder of page intentionally left blank.]**

**IN WITNESS WHEREOF** , the Company has caused this Restricted Stock Unit (RSU) Grant Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand and seal, on the date(s) written below.

**CACI INTERNATIONAL INC**

By: \_\_\_\_\_  
Arnold D. Morse, Chief Legal Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
**NAME**

Date: \_\_\_\_\_

**CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN  
RESTRICTED STOCK UNIT (RSU) GRANT AGREEMENT**

This Restricted Stock Unit (RSU) Grant Agreement (the “ **Agreement** ”) is entered into by and between CACI International Inc, a Delaware corporation (the “ **Company** ” or “ **CACI** ”) and NAME (the “ **Grantee** ”), effective as of MM/DD/YYYY (the “ **Grant Date** ”).

**Recitals**

WHEREAS, Section 7 of the CACI International Inc 2006 Stock Incentive Plan (the “ **Plan** ”) permits the Committee to make awards of Restricted Stock Units to key employees of the Company or any Subsidiary or Affiliate.

WHEREAS, the Grantee has been determined to be a key employee who is entitled to an Award under the Plan; and

WHEREAS, on MM/DD/YYYY (the “ **Grant Date** ”), the Committee awarded the Grantee **XX,XXX** Restricted Stock Units in order to provide the Grantee with a direct proprietary interest in the Company and to provide the Grantee with an incentive to remain in the employ of the Company or a Subsidiary or Affiliate.

NOW, THEREFORE, the Company and the Grantee covenant and agree as follows:

**1. DEFINITIONS.**

Under this Agreement, except where the context otherwise indicates, the following definitions apply:

(a) “**Account**” means the bookkeeping account maintained for the Grantee pursuant to Section 2.

(b) “**Agreement**” means this Restricted Stock Unit (RSU) Grant Agreement and shall include the applicable provisions of the Plan, which is hereby incorporated into and made a part of this Agreement.

(c) “**Grant Date**” means MM/DD/YYYY .

(d) “**Plan**” means the CACI International Inc 2006 Stock Incentive Plan, as amended from time to time.

(e) “**Retirement**” means retirement from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) or a change from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) to part-time status, in both cases on or after age 62, and following delivery of a Retirement Notice. The term “Retirement” excludes a Grandfathered Retirement.



(f) **“Retirement Notice”** means a written notice from the Grantee to the Committee of the Grantee’s intention to retiree from full-time employment and to either permanently retire from the Company (or a Subsidiary or Affiliate of the Company) and the information technology industry or to change from full-time to part-time status with the Company (or a Subsidiary or Affiliate of the Company) without any other employment in the information technology industry.

(g) **“Restricted Stock Unit” or “RSU”** means the right to receive one share of Stock under the Plan pursuant to the terms and conditions of this Agreement, without transferring to the Grantee any of the attributes of ownership of Stock prior to the issuance of the Stock.

(h) **“Vesting Date”** means each date on which a portion of the RSUs become vested in accordance with the Vesting Schedule.

(i) **“Vesting Schedule”** means the schedule set forth below indicating the dates on which RSUs vest:

<u>Vesting Date</u>	<u>Percent of RSUs That Vest on the Relevant Vesting Date</u>
MM/DD/YYYY	X%
MM/DD/YYYY	X%

Any capitalized term used herein that is not expressly defined in this Agreement shall have the meaning that such term has under the Plan unless otherwise provided herein.

2. **AWARD OF RSUs.**

(a) **Grant of RSUs.** Subject to the provisions of this Agreement and pursuant to the provisions of the Plan, the Committee hereby grants to the Grantee on the Grant Date **XX,XXX** RSUs. The Grantee shall be entitled to receive one share of Stock for each RSU pursuant to the terms and conditions of this Agreement. The Grantee’s Account shall be the record of RSUs granted to the Grantee hereunder and is solely for accounting purposes and shall not require a segregation of any assets of the Company. The Grantee shall not have the rights of a stockholder with respect to any RSUs credited to the Grantee’s Account until shares of Stock have been distributed to the Grantee pursuant to Section 4, and the Grantee’s name has been entered as a stockholder of record on the books of the Company with respect to such distributed shares of Stock.

(b) **Dividend Equivalents**. If on any date prior to issuance of the shares of Stock subject to the RSUs, the Company shall pay any dividend on the Stock (other than a dividend payable in shares of Stock), the number of RSUs credited to Grantee's Account shall as of such date be increased by an amount equal to: (A) the product of the number of RSUs credited to the Grantee's Account as of the record date for such dividend, multiplied by the per share amount of any dividend (or, in the case of any dividend payable in property other than cash, the per share value of such dividend, as determined in good faith by the Board of Directors of the Company), divided by (B) the Fair Market Value of a share of Stock on the payment date of such dividend. In the case of any dividend declared on Stock which is payable in shares of Stock, the number of RSUs credited to the Grantee shall be increased by a number equal to the product of (X) the aggregate number of RSUs that have been credited to the Grantee's Account through the related dividend record date, multiplied by (Y) the number of shares of Stock (including any fraction thereof) payable as a dividend on a share of Stock.

### 3. **VESTING.**

(a) **Regular Vesting Schedule**. Except as set forth in this Section 3, the RSUs granted pursuant to this Agreement shall vest in accordance with the Vesting Schedule, provided the Grantee has remained in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company), from the Grant Date through the applicable Vesting Date.

(b) **Retirement**. Upon the Retirement of a Grantee, then in lieu of determining the number of RSUs in which the Grantee is vested based upon the Vesting Schedule, the Grantee shall vest in the RSUs based on the amount of RSUs that were vested as of the Vesting Date preceding the Grantee's Retirement (as determined pursuant to the Vesting Schedule) (the "Pre-Retirement Vesting Date") and the Grantee shall vest in the remaining RSUs based on a fraction, the numerator of which is the number of months following the Pre-Retirement Vesting Date during which the Grantee is in the full-time employment with the Company (or a Subsidiary or Affiliate of the Company) and the denominator of which is the total number of months remaining in the Vesting Schedule after the Pre-Retirement Vesting Date.

(c) **Vesting Upon Change in Control, Disability or Death**. The Grantee shall become 100% vested in all RSUs upon the occurrence of one of the following events while the Grantee is in full-time employment with the Company (or a Subsidiary or Affiliate of the Company): (i) a Change in Control (ii) the Grantee's death, or (iii) the Grantee's termination of employment due to Disability.

(d) **Employment Requirement; Forfeiture**. Except as provided in Section 3(b) or (c), or otherwise determined by the Committee, in order to become vested in (i.e., earn) RSUs under the terms of this Agreement, the Grantee must have been in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company) from the Grant Date through the close of business on the applicable Vesting

Date (or such earlier date on which the RSUs become vested under Section 3(b) or (c)). The Grantee shall not be deemed to be employed by the Company (or a Subsidiary or Affiliate of the Company) if the Grantee's employment has been terminated, even if the Grantee is receiving severance in the form of salary continuation through the regular payroll system. If the Grantee terminates employment with the Company (or a Subsidiary or Affiliate of the Company) for any reason other than Retirement, Disability or death, or converts from full-time to part-time status (other than in connection with Retirement), the Grantee shall forfeit any RSUs granted under this Agreement that are not vested as of such date.

(e) **Bankruptcy; Dissolution**. RSUs granted under this Agreement shall be of no further force or effect and forfeited in the event that the Company is placed under the jurisdiction of a bankruptcy court, or is dissolved or liquidated.

#### **4. ISSUANCE OF SHARES.**

(a) **Issuance of Shares**. Within two and one-half ( $2\frac{1}{2}$ ) months after the close of each fiscal year, the Company shall issue certificates for shares of Stock equal in number to the number of RSUs that became earned and vested during such year (less the amount of any shares of Stock that are withheld to satisfy any tax withholding requirement); provided, however, in no event shall shares of Stock be issued later than the last day on which such issuance will qualify as a "short-term deferral" under Treas. Reg. §1.409A-1(a)(4). Upon issuance, such shares of Stock shall be registered on the Company's books in the name of the Grantee in full payment and satisfaction of such RSUs.

(b) **Transfer Restrictions**. Transfer of the shares of Stock shall be subject to the Company's trading policies and any applicable securities laws or regulations governing transferability of shares of the Company.

(c) **Securities Regulations**. No Stock shall be issued hereunder until the Company has received all necessary stockholder and regulatory approvals and has taken all necessary steps to assure compliance with federal and state securities laws or has determined to its satisfaction and the satisfaction of its counsel that an exemption from the requirements of the federal and applicable state securities laws is available. To the extent applicable, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 under the U. S. Securities and Exchange Act of 1934. Any ambiguities or inconsistencies in the construction of this Agreement or the Plan shall be interpreted to give effect to such intention. However, to the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void to the extent permitted by law and deemed advisable by the Committee in its discretion.

(d) **Fractional Shares**. No fractional shares or scrip representing fractional shares of Stock shall be issued pursuant to this Agreement. If, upon the issuance of shares of Stock under this Agreement, the Grantee would be entitled to a fractional share of Stock, the number of shares to which the Grantee is entitled shall be rounded down to the next lower whole number.

(e) **Beneficiary.**

(i) The Grantee may, from time to time, designate a beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of the Grantee's death before the Grantee has received all benefits to which the Grantee would have been entitled under this Agreement. Each designation of beneficiary shall revoke all prior designations by the Grantee, shall be in a form prescribed by the Committee, and will be effective only when received in writing by the Committee. The last valid beneficiary designation received shall be controlling; provided, however, that no beneficiary designation, or change or revocation thereof, shall be effective unless received prior to the Grantee's death.

(ii) If no valid and effective beneficiary designation exists at the time of the Grantee's death, or if no designated beneficiary survives the Grantee, or if the Grantee's beneficiary designation is invalid under the law, any benefit payable hereunder shall be made to the Grantee's surviving spouse, if any, or if there is no such surviving spouse, to the executor or administrator of the Grantee's estate. If the Committee is in doubt as to the right of any person to receive payment of any benefit hereunder, the Committee may direct that the amount of such benefit be paid into a court of competent jurisdiction in an interpleader action, and such payment into court shall fully and completely discharge any liability or obligation of the Plan, CACI, the Committee, or the Board of Directors of CACI International Inc under this Agreement.

**5. MISCELLANEOUS.**

(a) **No Restriction on Company Authority.** The award of these RSUs to the Grantee shall not affect in any way the right or power of CACI or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in CACI's capital structure or its business, or any merger or consolidation of CACI, or any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the common stock or the rights thereof, or the dissolution or liquidation of CACI, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) **Adjustment of RSUs.** If CACI shall effect a subdivision or consolidation of shares of Stock or other capital readjustment, the payment of a stock dividend, or other increase or reduction of the number of shares of Stock outstanding, without receiving compensation therefore in money, services or property, the number and class of shares of Stock represented by the RSUs granted pursuant to this Agreement shall be appropriately adjusted in such a manner as to represent the same total number of shares that the owner of an equal number of outstanding shares of Stock would own as a result of the event requiring the adjustment.

(c) **No Adjustment Otherwise** . Except as hereinbefore expressly provided, the issue by CACI of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefore, or upon conversion of shares or obligations of CACI convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock represented by the RSUs granted pursuant to this Agreement.

(d) **RSUs Nontransferable** . RSUs are not transferable by the Grantee by means of sale, assignment, exchange, pledge, hypothecation, or otherwise.

(e) **Obligation Unfunded** . The obligation of the Company with respect to RSUs granted hereunder shall be interpreted solely as an unfunded contractual obligation to make payments of Stock in the manner and under the conditions prescribed under this Agreement. Any shares or other assets set aside with respect to amounts payable under this Agreement shall be subject to the claims of the Company's general creditors, and no person other than the Company shall, by virtue of the provisions of the Plan or this Agreement, have any interest in such assets. In no event shall any assets set aside (directly or indirectly) with respect to amounts payable under this Agreement be located or transferred outside the United States. Neither the Grantee nor any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under this Agreement, and the Grantee or any such other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan or this Agreement.

(f) **Withholding Taxes** . The Company shall effect a withholding of shares of Stock to be issued hereunder in such number whose aggregate Fair Market Value at such time equals the total amount of any federal, state or local taxes or any applicable taxes or other withholding of any jurisdiction required by law to be withheld as a result of the issuance of the Stock in whole or in part; provided, however, that the value of the Stock withheld by the Company may not exceed the statutory minimum withholding amounts required by law. In lieu of such deduction, the Company may require that the Grantee make a cash payment to the Company equal to the amount required to be withheld.

(g) **Impact on Other Benefits** . The value of the RSUs (either on the Grant Date or at the time, if ever, the RSUs are vested) shall not be includable as compensation or earnings for purposes of any other benefit plan offered by the Company.

(h) **Compliance With Section 409A** . The award of RSUs is not intended to provide deferred compensation subject to Section 409A of the Code; provided, however, that CACI makes no representations as to the tax consequences of the award of RSUs to the Grantee or their vesting (including, without limitation, under Section 409A of the Code, if applicable). The Grantee understands and agrees that the Grantee is solely responsible for any and all income, employment or other taxes imposed on the Grantee with respect to the award.

(i) **Right to Continued Employment** . Nothing in the Plan or this Agreement shall be construed as a contract of employment between the Company (or a Subsidiary or Affiliate of the Company) and the Grantee, or as a contractual right of the Grantee to continue in the employ of the Company (or a Subsidiary or Affiliate of the Company), or as a limitation of the right of the Company (or a Subsidiary or Affiliate of the Company) to discharge the Grantee at any time.

(j) **Governing Law** . This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware.

(k) **Arbitration** . Any dispute between the parties hereto arising under or relating to this Agreement shall be resolved in accordance with the procedures of the American Arbitration Association. Any resulting hearing shall be held in the Washington, DC metropolitan area. The resolution of any dispute achieved through such arbitration shall be binding and enforceable by a court of competent jurisdiction .

(l) **Successors** . This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

(m) **Headings** . Headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

(n) **Notices** . All notices and other communications made or given pursuant to the Agreement shall be in writing and shall be sufficiently made or given if hand delivered or mailed by first class or certified mail, addressed to the Grantee at the address contained in the records of the Company, or addressed to the Committee, care of the Company for the attention of its Secretary at its principal office or, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties.

(o) **Entire Agreement; Modification** . The Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided in the Plan or in a written document signed by each of the parties hereto.

(p) **Conformity with Plan** . This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan, which is incorporated herein by reference. Unless stated otherwise herein, capitalized terms in this Agreement shall have the same meaning as defined in the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in the Agreement or any matters as to which the Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof

---

pursuant to which the Committee has the power, among others, to (i) interpret the Plan and Awards related thereto, (ii) prescribe, amend and rescind rules and regulations relating to the Plan, and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan. The Grantee acknowledges by signing this Agreement that he or she has reviewed a copy of the Plan.

(q) **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**[Remainder of page intentionally left blank.]**

**IN WITNESS WHEREOF** , the Company has caused this Restricted Stock Unit (RSU) Grant Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand and seal, on the date(s) written below.

**CACI INTERNATIONAL INC**

By: \_\_\_\_\_  
Arnold D. Morse, General Counsel

Date: \_\_\_\_\_

\_\_\_\_\_  
**NAME** (Seal)

Date: \_\_\_\_\_



## CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN

## STOCK-SETTLED STOCK APPRECIATION RIGHTS (SSAR) GRANT AGREEMENT

This Stock-Settled Stock Appreciation Rights (SSAR) Grant Agreement (the “**Agreement**”) is entered into by and between CACI International Inc, a Delaware corporation (the “**Company**” or “**CACI**”) and NAME (the “**Grantee**”), effective as of MM/DD/YYYY (the “**Grant Date**”).

Recitals

WHEREAS, Section 8 of the CACI International Inc 2006 Stock Incentive Plan (the “**Plan**”) permits the Committee to make awards of Stock-Settled Stock Appreciation Rights to key employees of the Company or any Subsidiary or Affiliate;

WHEREAS, the Grantee has been determined to be a key employee who is entitled to an Award under the Plan; and

WHEREAS, the Committee awarded the Grantee Stock-Settled Stock Appreciation Rights on the Grant Date in order to provide the Grantee with a direct proprietary interest in the Company and to provide the Grantee with an incentive to remain in the employ of the Company or a Subsidiary or Affiliate.

NOW, THEREFORE, the Company and the Grantee covenant and agree as follows:

**1. GRANT OF SSARS; SUMMARY OF TERMS OF GRANT**

(a) **Grant of SSARs**. Subject to the provisions of this Agreement, and pursuant to the provisions of the Plan, the Company hereby grants to the Grantee, as of the Grant Date, the number of Stock-Settled Stock Appreciation Rights (“SSARs”) as stated in the SSAR Overview below. The value of each SSAR as of any date is the amount, if any, by which the Fair Market Value of one share of Stock on such date exceeds the Base Price Per SSAR.

(b) **Terms of Grant**. The SSARs granted to the Grantee shall be credited to the Grantee’s Account. The Account shall be the record of SSARs granted to the Grantee hereunder and is solely for accounting purposes and shall not require a segregation of any assets of the Company. The Grantee shall not have the rights of a stockholder with respect to any SSARs credited to the Account until shares of Stock have been distributed to the Grantee pursuant to Section 5, and the Grantee’s name has been entered as a

stockholder of record on the books of the Company with respect to such distributed shares of Stock. The SSAR terminates on the *earlier* of (a) its cancelation and termination under Section 6 “Termination of SSAR”, (b) the end of the SSAR Term stated in the SSAR Overview, (c) or the complete exercise of the SSARs in accordance with the terms of this Agreement.

## 2. **DEFINITIONS**

Under this Agreement, except where the context otherwise indicates, the following definitions apply:

(a) **“Account”** means the bookkeeping account maintained for the Grantee pursuant to Section 1(b).

(b) **“Agreement”** means this Stock-Settled Stock Appreciation Rights (SSAR) Grant Agreement and shall include the applicable provisions of the Plan, which is hereby incorporated into and made a part of this Agreement.

(c) **“Base Price Per SSAR”** means the Fair Market Value of one share of Stock on the Grant Date.

(d) **“Exercise Date”** means the date on which the Company receives notice of the exercise of all or part of the SSAR.

(e) **“Grandfathered Executive”** means an executive who, as of July 1, 2008, was age 62 or older and who was a full-time employee of the Company (or a Subsidiary or Affiliate of the Company).

(f) **“Grandfathered Retirement”** means, in the case of a Grandfathered Executive, retirement from full-time employment or change to part-time status with the Company (or a Subsidiary or Affiliate of the Company) following delivery of a Retirement Notice, in either case on or after age 65.

(g) **“Grant Date”** means MM/DD/YYYY .

(h) **“Plan”** means the CACI International Inc 2006 Stock Incentive Plan, as amended from time to time.

(i) **“Retirement”** means retirement from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) or a change from full-time employment with the Company (or a Subsidiary or Affiliate of the Company) to part-time status, in both cases on or after age 62, and following delivery of a Retirement Notice. The term “Retirement” excludes a Grandfathered Retirement.

(j) **“Retirement Notice”** means a written notice from the Grantee to the Committee of the Grantee’s intention to retire from full-time employment and to either permanently retire from the Company (or a Subsidiary or Affiliate of the Company) and the information technology industry or to change from full-time to part-time status with the Company (or a Subsidiary or Affiliate of the Company) without any other employment in the information technology industry.

(k) **“Stock-Settled Stock Appreciation Right” or “SSAR”** means a bookkeeping entry, credited to an Account on behalf of the Grantee, that entitles the Grantee to receive shares of Stock under the Plan that have a Fair Market Value on the Exercise Date equal to the difference between the Base Price Per SSAR and the Fair Market Value of a share of Stock on the date of exercise. A Stock-Settled Stock Appreciation Right does not convey to the Grantee any of the attributes of ownership of a share of Stock.

(l) **“Vesting Date”** means each date on which a portion of the SSARs vest in accordance with the Vesting Schedule.

(m) **“Vesting Schedule”** means the schedule set forth below indicating the dates on which SSARs vest:

<u>Vesting Date</u>	<u>Percent of SSARs That Vest on the Relevant Vesting Date</u>
MM/DD/YYYY	XX percent
MM/DD/YYYY	XX percent
MM/DD/YYYY	XX percent
MM/DD/YYYY	XX percent
MM/DD/YYYY	XX percent

Any capitalized term used herein that is not expressly defined in this Agreement shall have the meaning that such term has under the Plan unless otherwise provided herein.

3. **EXERCISE OF SSARS**

(a) **Exercisability of SSARs** . SSARs granted hereunder shall not be exercisable by the Grantee until such SSARs have vested.

(b) **Manner of Exercise** . The portion of the SSARs that have vested may be exercised, in whole or in part, on or before the earlier of (i) their cancelation and termination under Section 6 or (ii) the end of the SSAR Term stated in the SSAR Overview. An exercise of SSARs shall specify the number of SSARs that the Grantee then desires to exercise (provided, however, that the exercise of the SSARs must be exercised only in multiples of whole shares and no partial shares shall be issued) and shall be made in such form and manner as the Committee may prescribe from time to time.

(c) **Right to Stock Upon Exercise of SSARs**. Subject to Section 7(f), upon exercise of the SSARs, in whole or in part, in accordance with the terms of this Agreement, the Grantee shall receive Stock having an aggregate value equal to the product of (i) the excess of (A) the Fair Market Value of a share of Stock on the Exercise Date over (B) the Base Price Per SSAR, times (ii) the number of vested SSARs being exercised.

#### **4. VESTING**

(a) **Regular Vesting Schedule**. Except as set forth in this Section 4, the SSARs granted pursuant to this Agreement shall vest in accordance with the Vesting Schedule, provided the Grantee has remained in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company) from the Grant Date through the applicable Vesting Date.

(b) **Retirement**. Upon the Retirement of a Grantee, then in lieu of determining the number of SSARs in which the Grantee is vested based upon the Vesting Schedule, the Grantee shall vest in the SSARs based on the amount of SSARs that were vested as of the Vesting Date preceding the Grantee's Retirement (as determined pursuant to the Vesting Schedule) (the "Pre-Retirement Vesting Date") and the Grantee shall vest in the remaining SSARs based on a fraction, the numerator of which is the number of months following the Pre-Retirement Vesting Date during which the Grantee is in the full-time employment with the Company (or a Subsidiary or Affiliate of the Company) and the denominator of which is the total number of months remaining in the Vesting Schedule after the Pre-Retirement Vesting Date.

(c) **Grandfathered Retirement**. Upon the Grandfathered Retirement of a Grantee who is a Grandfathered Executive, Grantee shall become 100% vested in any SSARs that were not otherwise vested as of such date.

(d) **Vesting Upon Change in Control, Disability or Death**. Upon (i) the occurrence of a Change in Control while the Grantee remains a full-time employee of the Company, a Subsidiary or Affiliate, or (ii) termination of the Grantee's full-time employment with the Company, a Subsidiary or Affiliate due to Disability or death, in either case prior to the Vesting Date, the Grantee shall become 100% vested in any SSARs that were not otherwise vested as of such date.

(e) **Employment Requirement; Forfeiture**. Except as provided in Section 4(b), (c), or (d), or otherwise determined by the Committee, in order to become vested in (i.e., earn) SSARs under the terms of this Agreement, the Grantee must have been in the continuous full-time employment of the Company (or a Subsidiary or Affiliate of the Company) from the Grant Date through the close of business on the applicable Vesting

Date (or such earlier date on which the SSARs become vested under Section 4(b), (c), or (d),). The Grantee shall not be deemed to be employed by the Company (or a Subsidiary or Affiliate of the Company) if the Grantee's employment has been terminated, even if the Grantee is receiving severance in the form of salary continuation through the regular payroll system. If the Grantee terminates employment with the Company (or a Subsidiary or Affiliate of the Company) for any reason other than Retirement, Grandfathered Retirement, Disability or death, or converts from full-time to part-time status (other than in connection with Retirement or Grandfathered Retirement), the Grantee shall forfeit any SSARs granted under this Agreement that are not vested as of such date.

(f) **Bankruptcy; Dissolution**. SSARs granted under this Agreement (including SSARs which have previously vested, but have not been exercised, shall be of no further force or effect and shall be cancelled in the event that the Company is placed under the jurisdiction of a bankruptcy court, or is dissolved or liquidated.

## **5. ISSUANCE OF STOCK**

(a) **Issuance of Stock**. Within thirty (30) days of the Exercise Date, the Company shall issue certificates for shares of Stock having a Fair Market Value on the Exercise Date equal to the value of the exercised SSAR (less any amount which is withheld to satisfy any tax withholding requirement); provided, however, in the event the Grantee elects or arranges a simultaneous sale of the shares issued upon exercise of the SSAR, in no event shall the number of shares issued exceed the number of shares sold in such simultaneous sale. Upon issuance, such shares of Stock shall be registered on the Company's books in the name of the Grantee in full payment and satisfaction of such SSARs.

(b) **Transfer Restrictions**. Transfer of the shares of Stock shall be subject to the Company's trading policies and any applicable securities laws or regulations governing transferability of shares of the Company.

(c) **Securities Regulations**. No Stock shall be issued hereunder until the Company has received all necessary stockholder and regulatory approvals and has taken all necessary steps to assure compliance with federal and state securities laws or has determined to its satisfaction and the satisfaction of its counsel that an exemption from the requirements of the federal and applicable state securities laws is available. To the extent applicable, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 under the U. S. Securities and Exchange Act of 1934. Any ambiguities or inconsistencies in the construction of this Agreement or the Plan shall be interpreted to give effect to such intention. However, to the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void to the extent permitted by law and deemed advisable by the Committee in its discretion.

(d) **Fractional Shares**. No fractional shares or scrip representing fractional shares of Stock shall be issued pursuant to this Agreement. If, upon the issuance of shares

of Stock under this Agreement, the Grantee would be entitled to a fractional share of Stock, the number of shares to which the Grantee is entitled shall be rounded down to the next lowest whole number.

(e) **Beneficiary**

(i) Unless the SSARs have earlier terminated pursuant to the provisions of the Agreement, upon the Grantee's death, the Grantee's beneficiary may exercise all or any part of the outstanding SSARs during the remaining SSAR Term. The Grantee may, from time to time, designate a beneficiary or beneficiaries (who may be named contingently or successively) who may exercise the SSARs in case of the Grantee's death. Each designation of beneficiary shall revoke all prior designations by the Grantee, shall be in a form prescribed by the Committee, and will be effective only when received in writing by the Committee. The last valid beneficiary designation received shall be controlling; provided, however, that no beneficiary designation, or change or revocation thereof, shall be effective unless received prior to the Grantee's death.

(ii) If no valid and effective beneficiary designation exists at the time of the Grantee's death, or if no designated beneficiary survives the Grantee, or if the Grantee's beneficiary designation is invalid under the law, then the Grantee's surviving spouse, if any, or if there is no such surviving spouse, the executor or administrator of the Grantee's estate, may exercise all or any part of the outstanding SSARs during the remaining SSAR Term.

**6. TERMINATION OF SSAR**

The SSARs granted hereunder shall be cancelled and shall terminate and may no longer be exercised, after any of the following:

(a) the end of the SSAR Term;

(b) to the extent that SSARs are vested, sixty (60) days following the date of termination of employment with CACI and its Subsidiaries and Affiliates for any reason other than death, Disability, Retirement or Grandfathered Retirement;

(c) to the extent that SSARs are not vested, (i) termination of employment with CACI and its Subsidiaries and Affiliates for any reason other than death, Disability or Retirement or (ii) conversion of the Grantee's employment with CACI or its Subsidiaries and Affiliates from full-time to part-time status;

(d) the date CACI is placed under the jurisdiction of a bankruptcy court or is dissolved or liquidated; or

(e) the complete exercise of the SSARs in accordance with the terms of this Agreement.

For purposes of determining whether the SSARs granted hereunder have terminated pursuant to this Section 6, a Grantee who converts from full-time to part-time employment with the Company (or a Subsidiary or Affiliate of the Company) shall not be considered to have terminated employment. Notwithstanding the preceding sentence, a Grantee shall be deemed to have terminated employment if the level of services performed by the Grantee is 20% or less of the average services rendered by the Grantee as a full-time employee during the immediately preceding 36-month period (or the total period of employment, if less than 36 months). To the extent that the conversion from full-time to part-time employment does not cause a termination of the SSAR, the Grantee shall nevertheless forfeit any SSARs that have not otherwise vested in accordance with Section 4.

## **7. MISCELLANEOUS**

(a) **No Restriction on Company Authority**. The award of SSARs to the Grantee shall not affect in any way the right or power of CACI or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in CACI's capital structure or its business, or any merger or consolidation of CACI, or any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the common stock or the rights thereof, or the dissolution or liquidation of CACI, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) **Adjustment of SSARs**. If CACI shall effect a subdivision or consolidation of shares or other capital readjustment, the payment of a stock dividend, or other increase or reduction of the number of shares of the Stock outstanding, without receiving compensation therefore in money, services or property, the number of SSARs covered by this grant and the Base Price Per SSAR per shall be appropriately adjusted.

(c) **No Adjustment Otherwise**. Except as hereinbefore expressly provided, the issuance by CACI of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefore, or upon conversion of shares or obligations of CACI convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to the SSARs granted pursuant to this Agreement.

(d) **SSARs Nontransferable**. SSARs are not transferable by the Grantee by means of sale, assignment, exchange, pledge, hypothecation, or otherwise.

(e) **Obligation Unfunded**. The obligation of the Company with respect to SSARs granted hereunder shall be interpreted solely as an unfunded contractual obligation to make payments of Stock in the manner and under the conditions prescribed under this Agreement. Any shares or other assets set aside with respect to amounts

payable under this Agreement shall be subject to the claims of the Company's general creditors, and no person other than the Company shall, by virtue of the provisions of the Plan or this Agreement, have any interest in such assets. In no event shall any assets set aside (directly or indirectly) with respect to amounts payable under this Agreement be located or transferred outside the United States. Neither the Grantee nor any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under this Agreement, and the Grantee or any such other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan or this Agreement.

(f) **Withholding Taxes**. The Company shall withhold the amount of any federal, state or local taxes or any applicable taxes or other withholding of any jurisdiction required by law to be withheld as a result of the exercise of the SSAR in whole or in part; provided, however, that the total amount withheld by the Company may not exceed the statutory minimum withholding amounts required by law. In lieu of such deduction, the Company may require that the Grantee make a cash payment to the Company equal to the amount required to be withheld.

(g) **Impact on Other Benefits**. The value of the SSARs (either on the Grant Date or at the time, if ever, the SSARs are vested) shall not be includable as compensation or earnings for purposes of any other benefit plan offered by the Company.

(h) **Compliance With Section 409A**. The award of SSARs is not intended to provide deferred compensation subject to Section 409A of the Internal Revenue Code; *provided, however*, that CACI makes no representations as to the tax consequences of the award of SSARs to the Grantee or their vesting (including, without limitation, under Section 409A of the Internal Revenue Code, if applicable). The Grantee understands and agrees that the Grantee is solely responsible for any and all income, employment or other taxes imposed on the Grantee with respect to the award.

(i) **Right to Continued Employment**. Nothing in the Plan or this Agreement shall be construed as a contract of employment between the Company (or a Subsidiary or Affiliate of the Company) and the Grantee, or as a contractual right of the Grantee to continue in the employ of the Company (or a Subsidiary or Affiliate of the Company), or as a limitation of the right of the Company (or a Subsidiary or Affiliate of the Company) to discharge the Grantee at any time.

(j) **Governing Law**. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware.

(k) **Arbitration**. Any dispute between the parties hereto arising under or relating to this Agreement shall be resolved in accordance with the procedures of the American Arbitration Association. Any resulting hearing shall be held in the Washington, DC metropolitan area. The resolution of any dispute achieved through such arbitration shall be binding and enforceable by a court of competent jurisdiction.



---

(l) **Successors**. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

(m) **Headings**. Headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

(n) **Notices**. All notices and other communications made or given pursuant to the Agreement shall be in writing and shall be sufficiently made or given if hand delivered or mailed by first class or certified mail, addressed to the Grantee at the address contained in the records of the Company, or addressed to the Committee, care of the Company for the attention of its Secretary at its principal office or, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties.

(o) **Entire Agreement; Modification**. The Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided in the Plan or in a written document signed by each of the parties hereto.

(p) **Conformity with Plan**. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan, which is incorporated herein by reference. Unless stated otherwise herein, capitalized terms in this Agreement shall have the same meaning as defined in the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in the Agreement or any matters as to which the Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to (i) interpret the Plan and Awards related thereto, (ii) prescribe, amend and rescind rules and regulations relating to the Plan, and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan. The Grantee acknowledges by signing this Agreement that he has reviewed a copy of the Plan.

(q) **Counterparts**. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**[Remainder of page intentionally left blank.]**

**IN WITNESS WHEREOF** , the Company has caused this Stock-Settled Stock Appreciation Rights (SSAR) Grant Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand and seal, on the date(s) written below.

**CACI INTERNATIONAL INC**

By: \_\_\_\_\_  
Arnold D. Morse, Chief Legal Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**NAME**

Date: \_\_\_\_\_

**SSAR OVERVIEW**

Number of SSARs Being Granted:	<b>XX,XXX</b>
Grant Date:	<b>MM/DD/YYYY</b>
Base Price Per SSAR:	<b>\$XX.XX</b>
End of SSAR Term:	<b>MM/DD/YYYY</b>

**CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN  
NON-EMPLOYEE DIRECTOR  
RESTRICTED STOCK UNIT (RSU) GRANT AGREEMENT**

This Restricted Stock Unit (RSU) Grant Agreement (the “**Agreement**”) is entered into by and between CACI International Inc, a Delaware corporation (the “**Company**” or “**CACI**”) and \_\_\_\_\_ (the “**Grantee**”).

**Recitals**

WHEREAS, Section 7(d) of the CACI International Inc 2006 Stock Incentive Plan (the “**Plan**”) provides for the grant of Restricted Stock Units to Non-Employee Directors within thirty-one (31) days of their election or re-election to the Board.

WHEREAS, the Grantee is a Non-Employee Director who was [elected] [re-elected] to the Board at the meeting of the stockholders held on \_\_\_\_\_, 2008; and

WHEREAS, on \_\_\_\_\_ (the “**Grant Date**”), the Grantee was awarded \_\_\_\_\_ Restricted Stock Units in respect of the Grantee’s [election][re-election] to the Board.

NOW, THEREFORE, the Company and the Grantee covenant and agree as follows:

**1. DEFINITIONS.**

Under this Agreement, except where the context otherwise indicates, the following definitions apply:

(a) “**Account**” means the bookkeeping account maintained for the Grantee pursuant to Section 2.

(b) “**Agreement**” means this Restricted Stock Unit (RSU) Grant Agreement and shall include the applicable provisions of the Plan, which is hereby incorporated into and made a part of this Agreement.

(c) “**Grant Date**” means \_\_\_\_\_.

(d) “**Plan**” means the CACI International Inc 2006 Stock Incentive Plan, as amended from time to time.

(e) “**Restricted Stock Unit**” or “**RSU**” means the right to receive one share of unrestricted Stock under the Plan pursuant to the terms and conditions of this Agreement, without transferring to the Grantee any of the attributes of ownership of Stock prior to the issuance of the unrestricted Stock.

Any capitalized term used herein that is not expressly defined in this Agreement shall have the meaning that such term has under the Plan unless otherwise provided herein.

## **2. AWARD OF RSUs.**

Subject to the provisions of this Agreement and pursuant to the provisions of the Plan, the Committee hereby grants to the Grantee on the Grant Date \_\_\_\_\_ RSUs. The Grantee shall be entitled to receive one share of unrestricted Stock for each RSU pursuant to the terms and conditions of this Agreement. The Grantee's Account shall be the record of RSUs granted to the Grantee hereunder and is solely for accounting purposes and shall not require a segregation of any assets of the Company. The Grantee shall not have the rights of a stockholder with respect to any RSUs credited to the Grantee's Account until shares of Stock have been distributed to the Grantee pursuant to Section 4, and the Grantee's name has been entered as a stockholder of record on the books of the Company with respect to such distributed shares of Stock.

## **3. VESTING.**

(a) **Regular Vesting Schedule.** Except as set forth in this Section 3, the RSUs granted pursuant to this Agreement shall vest in accordance with the following schedule, provided the Grantee has remained a Non-Employee Director from the Grant Date through the applicable vesting date:

<u>Number of Days Following Grant Date</u>	<u>Percent of RSU Award Vested</u>
90th Day Following Grant Date	25%
180th Day Following Grant Date	50%
270th Day Following Grant Date	75%
360th Day Following Grant Date	100%

(b) **Vesting Upon Change in Control, Disability, Retirement or Death.** The Grantee shall become 100% vested in the RSUs upon the occurrence of any of the following events: (i) a Change in Control while the Grantee is a Non-Employee Director, (ii) death while the Grantee is a Non-Employee Director, or (iii) termination of the Grantee's status as a Non-Employee Director due to disability (within the meaning of Section 409A(a)(2)(C) of the Code).

(c) **Forfeiture.** Except as provided in Section 3(b) or otherwise determined by the Committee, in order to become vested in (i.e., earn) RSUs under the terms of this Agreement, the Grantee must have served continuously as a Non-Employee Director from the Grant Date through the close of business on the applicable vesting date (or such earlier date on which the RSUs become vested under Section 3(b)).

(d) **Bankruptcy; Dissolution**. RSUs granted under this Agreement shall be of no further force or effect and forfeited in the event that the Company is placed under the jurisdiction of a bankruptcy court, or is dissolved or liquidated.

#### **4. ISSUANCE OF SHARES**

(a) **Issuance of Shares**. Within thirty (30) days of the date on which RSUs become earned and vested under Section 3, the Company shall issue certificates for shares of Unrestricted Stock, equal in number to the number of RSUs that become earned and vested. Upon issuance, such shares of Stock shall be registered on the Company's books in the name of the Grantee in full payment and satisfaction of such RSUs.

(b) **Transfer Restrictions**. Transfer of the shares of Stock shall be subject to the Company's trading policies and any applicable securities laws or regulations governing transferability of shares of the Company.

(c) **Securities Regulations**. No Stock shall be issued hereunder until the Company has received all necessary stockholder and regulatory approvals and has taken all necessary steps to assure compliance with federal and state securities laws or has determined to its satisfaction and the satisfaction of its counsel that an exemption from the requirements of the federal and applicable state securities laws is available. To the extent applicable, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 under the U. S. Securities and Exchange Act of 1934. Any ambiguities or inconsistencies in the construction of this Agreement or the Plan shall be interpreted to give effect to such intention. However, to the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void to the extent permitted by law and deemed advisable by the Committee in its discretion.

(d) **Fractional Shares**. No fractional shares or scrip representing fractional shares of Stock shall be issued pursuant to this Agreement. If, upon the issuance of shares of Stock under this Agreement, the Grantee would be entitled to a fractional share of Stock, the number of shares to which the Grantee is entitled shall be rounded up to the next whole number.

(e) **Beneficiary**.

(i) The Grantee may, from time to time, designate a beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of the Grantee's death before the Grantee has received all benefits to which the Grantee would have been entitled under this Agreement. Each designation of beneficiary shall revoke all prior designations by the Grantee, shall be in a form prescribed by the Committee, and will be effective only when received in writing by the Committee. The last valid beneficiary designation received shall be controlling; provided, however, that no beneficiary designation, or change or revocation thereof, shall be effective unless received prior to the Grantee's death. Attached to this Agreement is the prescribed Designation of Beneficiary Form.

(ii) If no valid and effective beneficiary designation exists at the time of the Grantee's death, or if no designated beneficiary survives the Grantee, or if the Grantee's beneficiary designation is invalid under the law, any benefit payable hereunder shall be made to the Grantee's surviving spouse, if any, or if there is no such surviving spouse, to the executor or administrator of the Grantee's estate. If the Committee is in doubt as to the right of any person to receive payment of any benefit hereunder, the Committee may direct that the amount of such benefit be paid into a court of competent jurisdiction in an interpleader action, and such payment into court shall fully and completely discharge any liability or obligation of the Plan, CACI, the Committee, or the Board of Directors of CACI International Inc under this Agreement.

## **5. MISCELLANEOUS.**

(a) **No Restriction on Company Authority.** The award of these RSUs to the Grantee shall not affect in any way the right or power of CACI or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in CACI's capital structure or its business, or any merger or consolidation of CACI, or any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the common stock or the rights thereof, or the dissolution or liquidation of CACI, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) **Adjustment of RSUs.** If CACI shall effect a subdivision or consolidation of shares of Stock or other capital readjustment, the payment of a stock dividend, or other increase or reduction of the number of shares of Stock outstanding, without receiving compensation therefore in money, services or property, the number and class of shares of Stock represented by the RSUs granted pursuant to this Agreement shall be appropriately adjusted in such a manner as to represent the same total number of shares that the owner of an equal number of outstanding shares of Stock would own as a result of the event requiring the adjustment.

(c) **No Adjustment Otherwise.** Except as hereinbefore expressly provided, the issue by CACI of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefore, or upon conversion of shares or obligations of CACI convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock represented by the RSUs granted pursuant to this Agreement.

(d) **RSUs Nontransferable.** RSUs are not transferable by the Grantee by means of sale, assignment, exchange, pledge, hypothecation, or otherwise.

(e) **Obligation Unfunded.** The obligation of the Company with respect to RSUs granted hereunder shall be interpreted solely as an unfunded contractual obligation to make payments of Stock in the manner and under the conditions prescribed under this

Agreement. Any shares or other assets set aside with respect to amounts payable under this Agreement shall be subject to the claims of the Company's general creditors, and no person other than the Company shall, by virtue of the provisions of the Plan or this Agreement, have any interest in such assets. In no event shall any assets set aside (directly or indirectly) with respect to amounts payable under this Agreement be located or transferred outside the United States. Neither the Grantee nor any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under this Agreement, and the Grantee or any such other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan or this Agreement.

(f) **Compliance With Section 409A** . The grant of RSUs pursuant to this Agreement is intended to constitute a short-term deferral under Treas. Reg. §1.409A-1(b)(4) that does not provide for the deferral of compensation subject to Section 409A of the Code (under the short-term deferral exception) and, if any such provision is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with such provisions not being subject to the provisions of Section 409A. CACI makes no representations as to the tax consequences of the award of RSUs to the Grantee or their vesting (including, without limitation, under Section 409A of the Code, if applicable). The Grantee understands and agrees that the Grantee is solely responsible for any and all income, excise or other taxes imposed on the Grantee with respect to the award.

(g) **Governing Law** . This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware.

(h) **Arbitration** . Any dispute between the parties hereto arising under or relating to this Agreement shall be resolved in accordance with the procedures of the American Arbitration Association. Any resulting hearing shall be held in the Washington, DC metropolitan area. The resolution of any dispute achieved through such arbitration shall be binding and enforceable by a court of competent jurisdiction .

(i) **Successors** . This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

(j) **Headings** . Headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

(k) **Notices** . All notices and other communications made or given pursuant to the Agreement shall be in writing and shall be sufficiently made or given if hand delivered or mailed by first class or certified mail, addressed to the Grantee at the address contained in the records of the Company, or addressed to the Committee, care of the Company for the attention of its Secretary at its principal office or, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties.

(l) **Entire Agreement; Modification.** The Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, except as provided in the Plan or in a written document signed by each of the parties hereto.

(m) **Conformity with Plan.** This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan, which is incorporated herein by reference. Unless stated otherwise herein, capitalized terms in this Agreement shall have the same meaning as defined in the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in the Agreement or any matters as to which the Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to (i) interpret the Plan and Awards related thereto, (ii) prescribe, amend and rescind rules and regulations relating to the Plan, and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan. The Grantee acknowledges by signing this Agreement that he or she has received and reviewed a copy of the Plan.

(n) **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** , the Company has caused this Restricted Stock Unit (RSU) Grant Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand and seal, on the date(s) written below.

**CACI INTERNATIONAL INC**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Grantee (Seal)

Date: \_\_\_\_\_



**CACI International Inc 2006 Stock Incentive Plan  
Restricted Stock Unit  
Beneficiary Designation**

Participant Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Home Address: \_\_\_\_\_

CACI Email Address: \_\_\_\_\_

**BENEFICIARY DESIGNATION**

In the event of your death, the Beneficiary(ies) designated below will receive shares of common stock of CACI International Inc resulting from the award to you of restricted stock units granted to you under the CACI International Inc 2006 Stock Incentive Plan.

I, \_\_\_\_\_, hereby request that any shares of common stock due to convey to a beneficiary(ies) after my death in accordance with the above-named Plan shall convey to the beneficiary(ies) named below (or on any attached sheet):

<u>Beneficiary's Full Name</u>	<u>Beneficiary's Address/Phone #</u>	<u>%*</u>	<u>Relationship</u>	<u>Date of Birth</u>	<u>Social Security #</u>
<i>Please print legibly</i>					

\* *The percentage share of all beneficiaries designated must equal 100% .*

I understand that the submission of this beneficiary designation constitutes a revocation of all previous beneficiary designations made by me under this Plan.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Return this completed form to:*

**CACI International Inc  
Attn: Stock Plan Administrator  
2<sup>nd</sup> Floor  
1100 N. Glebe Road  
Arlington, VA. 22201**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement (Form S-8) pertaining to the 2006 Stock Incentive Plan of our reports dated August 25, 2008, with respect to the consolidated financial statements and schedule of CACI International Inc, and the effectiveness of internal control over financial reporting of CACI International Inc, included in its Annual Report (Form 10-K) for the year ended June 30, 2008 filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

McLean, Virginia  
February 2, 2009