

**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)

CALCULATION OF REGISTRATION FEE

| Title Of Each Class Of Securities To Be Registered | Amount To Be Registered(2) | Proposed Maximum Offering Price Per Share (3) | Proposed Maximum Aggregate Offering Price(3) | Amount Of Registration Fee |
|--|----------------------------|---|--|----------------------------|
| Common Stock, par value \$0.10 per share | | | | |
| Shares not previously registered | 2,000,000 | \$46.10 | \$92,200,000 | \$2,831 |
| Shares previously registered (1) | 894,130(1) | n/a (1) | n/a (1) | n/a (1) |
| Total | 2,894,130 | \$46.10 | \$92,200,000 | \$2,831 |

- (1) The CACI International Inc 2006 Stock Incentive Plan (the "2006 Plan") authorizes the issuance of the 894,130 shares of common stock (the "Common Stock") of CACI International Inc (the "Registrant") previously registered for offer or sale under the CACI International Inc 1996 Stock Incentive Plan, as amended (the "Prior Plan"), that were not issued under the Prior Plan and that may be offered or sold under the 2006 Plan (the "Carried Forward Shares"). The Carried Forward Shares were registered on a Registration Statement on Form S-8 filed on February 15, 2005 (File No. 333-122843), and the Registrant paid the required registration fee. Pursuant to Interpretation 89 under Section G of the Manual of Publicly Available Telephone Interpretations of the Division of Corporation Finance of the Securities and Exchange Commission (July 1997) and Instruction E to the General Instructions to Form S-8, the Registrant has carried forward the registration fee for the Carried Forward Shares. The Registrant has concurrently filed a Post-Effective Amendment to the Registration Statement on Form S-8 filed on February 15, 2005 (File No. 333-122843) deregistering the Carried Forward Shares under the Prior Plan.
- (2) 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.

- (3) 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 December 10, 2007.
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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 1 of Form S-8 and the statement of availability of Registration Information, Plan Information and other information required by Item 2 of Part 1 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 1 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. The Registrant shall maintain a file of such documents in accordance with the provisions of Rule 428. Upon request, the Registrant shall 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 by the Registrant are incorporated herein by reference to the extent such documents are filed, not furnished:

- (a) the Registrant's annual report on Form 10-K for the fiscal year ended June 30, 2007, filed on August 29, 2007;
- (b) the Registrant's quarterly report on Form 10-Q for the three months ended September 30, 2007, filed on November 9, 2007;
- (c) the Registrant's current reports on Form 8-K, filed on July 3, 2007, August 15, 2007, September 24, 2007, September 25, 2007, October 4, 2007, October 31, 2007, November 1, 2007, November 5, 2007 and November 14, 2007; and
- (d) the description of the Registrant's Common Stock contained in the registration statement on Form 8-A/A, filed on March 21, 2003.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 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. 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 the Registrant's Certificate of Incorporation provides that the Registrant may, to the full extent permitted by Section 145 of the Delaware General Corporation Law, indemnify all persons that it is 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 the Registrant's By-Laws provides that the Registrant 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 a director or officer of the Registrant or is or was serving at the request of the Registrant as a director or officer of another corporation, against all expense, liability, and loss (including attorneys' fees, judgments, fines, and, if approved by the Registrant's 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 the Registrant's By-Laws also provides that the Registrant may pay expenses incurred by a director or 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 officer to repay such amounts if it is ultimately determined that he is not entitled to be indemnified by the Registrant. The Registrant has entered into separate indemnification agreements with its directors and executive officers that provide these persons indemnification protection in the event the Registrant's 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. The Registrant has procured a directors' and officers' liability and company reimbursement liability insurance policy that (a) insures directors and officers of the Registrant 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 the Registrant against losses (above a deductible amount) arising from any such claims, but only if the Registrant is required or permitted to indemnify such directors or officers for such losses under statutory or common law or under provisions of its Certificate of Incorporation or its By-Laws.

Item 8. Exhibits.

- 4.1 The Rights Agreement dated July 11, 2003 between CACI International Inc and American Stock Transfer & Trust Company (filed as Exhibit 4.1 of the Registrant's current report Form 8-K filed with the Commission on July 11, 2003 and incorporated herein by reference).
- 5.1 Opinion of Venable LLP, filed herewith.
- 10.1 CACI International Inc 2006 Stock Incentive Plan, filed herewith.
- 10.2 Form of Restricted Stock Grant Agreement, filed herewith.
- 10.3 Form of Stock Appreciation Rights Grant Agreement, filed herewith.
- 10.4 Form of Employee Nonqualified Stock Option Grant Agreement, filed herewith.
- 10.5 Form of Director Nonqualified Stock Option Grant Agreement, filed herewith.
- 23.1 Consent of Ernst & Young LLP, independent registered public accounting firm, filed herewith.
- 23.2 Consent of Venable 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:

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- (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 of 1933;
 - (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; 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 Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, 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.
 - (3) To remove from registration by means of a 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 of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) 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 of 1933 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 Securities and Exchange 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 of 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 12th day of December, 2007.

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.

| <u>Name</u> | <u>Title</u> | <u>Date</u> |
|---|---|-------------------|
| <u>/s/ Paul M. Cofoni</u> Paul M. Cofoni | President and Chief Executive Officer (Principal Executive Officer) | December 12, 2007 |
| <u>/s/ Thomas A. Mutryn</u> Thomas A. Mutryn | Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer) | December 12, 2007 |
| <u>/s/ Carol P. Hanna</u> Carol P. Hanna | Senior Vice President, Corporate Controller and Chief Accounting Officer (Principal Accounting Officer) | December 12, 2007 |
| <u>/s/ J. P. London</u> J. P. London | Executive Chairman and Chairman of the Board | December 12, 2007 |

| Name | Title | Date |
|--|----------|-------------------|
| /s/ Dan R. Bannister Dan R. Bannister | Director | December 12, 2007 |
| /s/ Gregory G. Johnson Gregory G. Johnson | Director | December 12, 2007 |
| /s/ Richard L. Leatherwood Richard L. Leatherwood | Director | December 12, 2007 |
| /s/ Michael J. Mancuso Michael J. Mancuso | Director | December 12, 2007 |
| /s/ Dr. Warren R. Phillips Dr. Warren R. Phillips | Director | December 12, 2007 |
| /s/ Charles P. Revoile Charles P. Revoile | Director | December 12, 2007 |
| /s/ H. Hugh Shelton H. Hugh Shelton | Director | December 12, 2007 |

EXHIBIT INDEX

| Exhibit Number | Description |
|---------------------------|---|
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| 23.2 | Consent of Venable LLP (included in Exhibit 5.1). |
| 24.1 | Power of Attorney (contained on the signature page). |

[LETTERHEAD OF VENABLE LLP]

December 12, 2007

CACI International Inc
1100 North Glebe Road
Arlington, Virginia 22201

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have served as counsel to CACI International Inc, a Delaware corporation (the “Company”), in connection with the registration of up to 2,894,130 shares (the “Shares”) of the Company’s common stock, \$0.10 par value per share (the “Common Stock”), that the Company may issue pursuant to the CACI International Inc 2006 Stock Incentive Plan (the “Plan”), covered by the above-referenced Registration Statement (the “Registration Statement”), filed by the Company with the United States Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “1933 Act”), on or about the date hereof.

In connection with our representation of the Company, and as a basis for the opinion hereinafter set forth, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (hereinafter collectively referred to as the “Documents”):

1. The Registration Statement;
2. The Amended and Restated Certificate of Incorporation of the Company (the “Certificate of Incorporation”), certified as of a recent date by the Secretary of State of the State of Delaware (the “Delaware Secretary of State”);
3. The Bylaws of the Company, certified as of the date hereof by an officer of the Company;
4. A certificate of the Delaware Secretary of State as to the good standing of the Company, dated as of a recent date;
5. The Plan;

6. Resolutions (the "Resolutions") adopted by the Board of Directors of the Company, relating to the approval of the Plan and the authorization of the issuance of the Shares, certified as of the date hereof by an officer of the Company;

7. A certificate executed by an officer of the Company, dated as of the date hereof; and

8. Such other documents and matters as we have deemed necessary or appropriate to express the opinion set forth below, subject to the assumptions, limitations and qualifications stated herein.

In expressing the opinion set forth below, we have assumed the following:

1. Each individual executing any of the Documents, whether on behalf of such individual or another person, is legally competent to do so.

2. Each individual executing any of the Documents on behalf of a party (other than the Company) is duly authorized to do so.

3. Each of the parties (other than the Company) executing any of the Documents has duly and validly executed and delivered each of the Documents to which such party is a signatory, and such party's obligations set forth therein are legal, valid and binding and are enforceable in accordance with all stated terms.

4. All Documents submitted to us as originals are authentic. The form and content of all Documents submitted to us as unexecuted drafts do not differ in any respect relevant to this opinion from the form and content of such Documents as executed and delivered. All Documents submitted to us as certified or photostatic copies conform to the original documents. All signatures on all Documents are genuine. All public records reviewed or relied upon by us or on our behalf are true and complete. All representations, warranties, statements and information contained in the Documents are true and complete. There has been no oral or written modification of or amendment to any of the Documents, and there has been no waiver of any provision of any of the Documents, by action or omission of the parties or otherwise.

5. Upon any issuance of Shares, the total number of shares of Common Stock issued and outstanding will not exceed the total number of shares of Common Stock that the Company is then authorized to issue under the Certificate of Incorporation.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications stated herein, it is our opinion that the issuance of the Shares has been duly

authorized and, if and when issued and delivered by the Company pursuant to the Resolutions and the Plan and otherwise in accordance with the Registration Statement, the Shares will be validly issued, fully paid and nonassessable.

The foregoing opinion is limited to the laws of the State of Delaware and we do not express any opinion herein concerning any other law. We express no opinion as to the applicability or effect of any federal or state securities laws, including the securities laws of the State of Delaware, or as to federal or state laws regarding fraudulent transfers. To the extent that any matter as to which our opinion is expressed herein would be governed by the laws of any jurisdiction other than the State of Delaware, we do not express any opinion on such matter.

The opinion expressed herein is limited to the matters specifically set forth herein and no other opinion shall be inferred beyond the matters expressly stated. We assume no obligation to supplement this opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof.

This opinion is being furnished to you solely for submission to the Commission as an exhibit to the Registration Statement. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the 1933 Act.

Very truly yours,

/s/ Venable LLP

CACI INTERNATIONAL INC
2006 STOCK INCENTIVE PLAN
Effective: November 16, 2006

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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 NASDAQ, the Fair Market Value of the Stock shall be determined in good faith by the Committee.

"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 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.

“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)) or the Terminated Plan (other than pursuant to Sections 5(b) and 7(b)). 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,

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- (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), 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 Two Million (2,000,000) shares of Stock, plus the number of shares of Stock available from the Terminated Plan as provided in Subsection 4(a)(ii) below. Stock

available under the Plan may be, in any combination, authorized but unissued Stock and Stock that is reacquired by the Company. 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) 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.

(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 seven hundred fifty thousand (750,000) 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.

(g) *Stock Options Granted to Non-Employee Directors*

(i) *Grant of Options*.

(A) Each Non-Employee Director upon his or her initial election to the Board by the stockholders of the Company shall automatically be granted a Non-Statutory Stock Option to purchase five thousand (5,000) shares of Stock (the date of grant for such options shall be the date of the annual meeting at which such election occurs);

(B) Upon subsequent election to the Board of Directors by the stockholders of the Company (and for Non-Employee Directors presently serving on the Board of Directors, upon his or her election to the Board at the time of stockholder approval of the Plan), each Non-Employee Director shall automatically be granted a Non-Statutory Stock Option to purchase three thousand (3,000) shares of Stock.

(ii) *Exercise Price* The exercise price per share for the Stock covered by a stock option granted pursuant to this Section 6(g) shall be equal to the Fair Market Value of the Stock on the date the stock option is granted.

(iii) *Vesting*. The stock options granted pursuant to this Section 6(g) shall become exercisable by the option holder 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 grant.

(iv) *Lapsing*. Any stock option granted pursuant to this Section 6(g) shall lapse and terminate if:

(A) not exercised before five (5) years from the date of the grant; or

(B) the Company is placed under the jurisdiction of a bankruptcy court or is liquidated.

(v) *Acceleration*. Every stock option granted pursuant to this Section 6(g) shall include a provision accelerating the vesting of such stock option in the event of a Change of Control of the Company;

(vi) *Limited to Non-Employee Directors*. The provisions of this Section 6(g) shall apply only to stock options 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 stock option 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 6(g) shall govern the rights and obligations of the Company and Non-Employee Directors respecting stock options granted or to be granted to Non-Employee Directors. The provisions of this Section 6(g) shall not be amended more than once in any six (6) month period, other than to comport with changes in the Code.

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 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, which payments may, in the Committee's discretion, either be made currently or credited to an account for the Participant, and may be settled in cash or Stock, all as determined by the Committee. Unless otherwise determined by the Committee with respect to a particular Award, 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, which amounts will be paid only when and if the Restricted Stock Unit (on which such dividend and distribution equivalents were accrued) vests and becomes payable. 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. In no event shall the transfer of a Restricted Stock Unit (including dividend and distribution equivalents that are payable in Restricted Stock Units) occur more than two and one-half ($2\frac{1}{2}$) months after the close of the calendar year in which the Participant's rights to such Restricted Stock Units vest. In the event the Award provides for partial vesting over multiple years, Restricted Stock Units that vest during a calendar year shall be transferred to the Participant within two and one-half ($2\frac{1}{2}$) months after the close of the calendar year in which the Restricted Stock Units vest.

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 either at the same time as the stock option or at a later time; 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.

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) *Election to Receive Unrestricted Stock in Lieu of Director’s Fees.* Each Non-Employee Director may, pursuant to an irrevocable written election delivered to the Company no later than December 31 of any calendar year, receive all or a portion of the Directors’ fees otherwise due to him in the subsequent calendar year in Unrestricted Stock (valued at the average of the Fair Market Value for the ten (10) trading days before the date on which the Non-Employee Directors’ fees would otherwise be paid).

(c) *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 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.

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 (10th) 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 16, 2006

Date Approved by the Stockholders: _____

**CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN
RESTRICTED STOCK GRANT AGREEMENT**

This Restricted Stock Grant Agreement (the “Agreement”) is entered into by and between CACI International Inc, a Delaware corporation, (“CACI” or the “Company”) and _____ (the “Grantee”) effective as of _____ (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 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 _____ (the “Grant Date”), the Committee awarded the Grantee _____ Shares of Restricted Stock in order to provide that the Grantee with a proprietary interest in the Company and to provide the Grantee with an incentive to remain in the employ of the Company or an Affiliate or Subsidiary.

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

1. Definitions

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

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

(b) “ *Grant Date* ” means _____.

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

(d) “ *Retirement* ” means voluntary retirement from the Company or an Affiliate on or after age 65, upon written notice from the Grantee to the Committee that Grantee is permanently retiring from CACI and the information technology industry.

(e) “ *Shares* ” means the shares of Stock subject to the Agreement.

(f) “ *Vesting Date* ” means _____.

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. Restricted Stock Award

Pursuant to and subject to the terms of the Plan, CACI hereby awards to The Grantee a total of _____ Shares of Restricted Stock. The Shares are granted subject to the restrictions and conditions as set forth in this Agreement. The price of a Share at close of business on the Grant Date was \$ _____.

3. Vesting

(a) *Regular Vesting Schedule* . Except as set forth in this Section 3, the Restricted Stock granted pursuant to this Agreement shall vest on the Vesting Date, and shall be converted to unrestricted Shares at that time, provided the Grantee has remained in the continuous full-time employment of the Company, or a Subsidiary or Affiliate, from the Grant Date through the Vesting Date.

(b) *Vesting Upon Change in Control, Disability, Retirement 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 Retirement, Disability or death, in either case prior to the Vesting Date, the Grantee shall be vested in the Restricted Stock.

(c) *Employment Requirement; Forfeiture* . Except as provided in Section 3(b) or otherwise determined by the Committee, in order to become vested in the Restricted Stock granted under the terms of this Agreement, the Grantee must have been in the continuous full-time employ of the Company, a Subsidiary or Affiliate from the Grant Date through the close of business on the Vesting Date. The Grantee shall not be deemed to be employed by the Company, a Subsidiary or Affiliate 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, a Subsidiary or Affiliate for any reason other than Retirement, Disability or death, or converts from full-time to part-time status, prior to the close of business on the Vesting Date, the Restricted Stock granted under this Agreement shall be forfeited.

(d) *Bankruptcy; Dissolution* . Restricted Stock granted under this Agreement shall be forfeited in the event that the Company is placed under the jurisdiction of a bankruptcy court, or is dissolved or liquidated.

(e) *Return of Shares* . If the Grantee forfeits rights to the Restricted Stock in accordance with Section 3(c) or (d), the Shares of Restricted Stock shall be transferred to the Company, and the Grantee shall cease to have any rights with respect thereto

(including any of the rights of a stockholder with respect to the forfeited Restricted Stock and any dividends or distributions paid with respect to the Restricted Stock prior to the Vesting Date).

4. Issuance of Shares; Rights as Stockholder

Stock certificates with respect to Restricted Stock granted pursuant to this Agreement will be registered in the Grantee's name as soon as administratively practicable after the execution of this Restricted Stock Grant Agreement, subject, however, to forfeiture if the Shares of Restricted Stock do not vest. Stock certificates issued in connection with this award shall bear an appropriate legend with respect to the vesting restrictions applicable to the Restricted Stock and, as a condition of the receipt of this award, the Grantee hereby agrees to deposit the certificates with CACI during the vesting period and to execute a blank stock power or other instrument of transfer therefor. During the vesting period, the Grantee shall have all of the rights of a stockholder with respect to the Restricted Stock, including, but not limited to, the rights to receive dividends (or amounts equivalent to dividends) and to vote the Restricted Stock. Any dividends or distributions paid with respect to the Restricted Stock prior to the Vesting Date will be subject to the same vesting restrictions as the Restricted Stock to which such dividends or distributions relate.

5. Delivery of Shares

Within 30 days after the date the Restricted Stock granted pursuant to this Agreement vests, subject to the provisions of this Agreement, the Company shall cause to be delivered to the Grantee one or more certificates for unrestricted Stock in an aggregate amount equal to the number of Shares granted pursuant to this Agreement.

6. Designation of Beneficiary

(a) The Grantee, may, from time to time, designate a beneficiary or beneficiaries (who may be named contingently or successively) to whom any Shares of Restricted Stock or the payment of any other amount due under this Agreement are to be transferred, delivered or paid in case of the Grantee's death before the Grantee has received all Restricted Stock or other amounts to which the Grantee is 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 Plan Administrator. 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.

(b) 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 Restricted Stock or payment of any other amount due hereunder shall be transferred, delivered or paid 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 Plan Administrator is in doubt as to the right of any person to receive Restricted Stock or payment of any other amount 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 2006 Stock Incentive Plan, CACI, the Committee, CACI International Inc, the Board of Directors of CACI International Inc, or the Plan Administrator under this Agreement.

7. Fractional Shares

No fractional shares or scrip representing fractional shares of Stock shall be issued in connection with the conversion of the Restricted Stock granted pursuant to this Agreement. If, upon granting shares herein, 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 highest whole number.

8. Securities Law Compliance

To the extent applicable, as determined by the Committee, 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 a Restricted Stock award 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.

9. Miscellaneous

(a) *No Restriction on Company Authority* . The award of Restricted Stock 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 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 Restricted Stock* . 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 Restricted Stock 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. The shares thereby received shall remain subject to the terms and conditions of this Agreement.

(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 Restricted Stock granted pursuant to this Agreement.

(d) *Assignment* . This Agreement and the Restricted Stock granted under it may not be assigned without the prior written consent of the Committee.

(e) *Withholding Taxes* . As a condition to the issuance of Shares of Restricted Stock under this Agreement, the Grantee agrees to remit to CACI in exchange for a stock certificate (or certificates) representing such shares any taxes (whether income taxes, employment taxes, or any other taxes) required to be withheld or collected under federal, state, or local law as a result of such issuance or vesting of the Restricted Stock. In lieu of remitting cash payment for such shares, the Grantee may consent to have CACI issue a reduced number of shares by withholding the number of shares equal in value to the amount of taxes due from the Grantee.

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

(g) *Compliance with Section 409A* . The award of Restricted Stock 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 Restricted Stock to the Grantee or its 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, excise or other taxes imposed on the Grantee with respect to the award.

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

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

(j) *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 .

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

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

(m) *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.

(n) *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.

(o) *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.

(p) *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 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: _____

Grantee

Date: _____

**CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN
STOCK SETTLED APPRECIATION RIGHTS (SSAR) GRANT AGREEMENT**

This Stock Settled Appreciation Rights (SSAR) 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 8 of the CACI International Inc 2006 Stock Incentive Plan (the “Plan”) permits the Committee to make awards of Stock Settled 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, on the Grant Date stated in the SSAR Overview below, the Committee awarded the Grantee Stock Settled Appreciation Rights 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 Appreciation Rights (“SSARs”) 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) *SSAR Overview* .

| | |
|--------------------------------|----------|
| Number of SSARs Being Granted: | _____ |
| Grant Date: | _____ |
| Base Price Per SSAR: | \$ _____ |
| End of SSAR Term: | _____ |

(c) *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 lapse and termination under Section 6 "Termination of SSAR" or (b) the end of the SSAR Term stated in the SSAR Overview.

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(c).

(b) "*Agreement*" means this Stock Settled 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 by delivery to the Company of a completed SSAR Exercise Form.

(e) "*Grant Date*" means _____.

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

(g) "*Retirement*" means voluntary retirement from the Company, a Subsidiary or Affiliate on or after age 65, upon written notice from the Grantee to the Committee that Grantee is permanently retiring from CACI and the information technology industry.

(h) "*Stock Settled 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 Unrestricted Stock under the Plan that have a Fair Market Value on the Exercise Date equal to the difference between the Grant Date Value and the Fair Market Value of a share of Stock on the date of exercise. A Stock Settled Appreciation Right does not convey to the Grantee any of the attributes of ownership of a share of Stock.

(i) "*Vesting Dates*" means the dates on which SSARs vest in accordance with the schedule below:

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* . The SSARs granted hereunder shall not be exercisable by the Grantee until such SSARs have vested.

(b) *Manner of Exercise* . Vested SSARs may be exercised, in whole or in part, on or before the earlier of (i) their lapse and termination under Section 6 or (ii) the end of the SSAR Term stated in the SSAR Overview, by delivering the SSAR Exercise Form attached to this Agreement to the Committee or its designee or such other form as the Committee may require from time to time. Such notice 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.

(c) *Right to Stock Upon Exercise of SSARs* . 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 the percentages and on the dates identified in the schedule in Section 2 (i) above, provided the Grantee has remained in the continuous full-time employment of the Company, or a Subsidiary or Affiliate, from the Grant Date through the applicable Vesting Date.

(b) *Vesting Upon Change in Control, Disability, Retirement 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 Retirement, Disability or death, in either case prior to the Vesting Date, the Grantee shall become 100% vested in the SSARs.

(c) *Employment Requirement; Forfeiture* . Except as provided in Section 4(b) or otherwise determined by the Committee, in order to become vested in SSARs under the terms of this Agreement, the Grantee must have been in the continuous full-time employ of the Company, a Subsidiary or Affiliate from the Grant Date through the close of business on the applicable Vesting Date. The Grantee shall not be deemed to be employed by the Company, a Subsidiary or Affiliate if the Grantee's employment has been terminated, even if the Grantee's is receiving severance in the form of salary continuation through the regular payroll system. If the Grantee terminates employment with the Company, a Subsidiary or Affiliate for any reason other than Retirement, Disability or death, or converts from full-time to part-time status, prior to the close of business on the applicable Vesting Date, the SSARs granted under this Agreement, but not otherwise vested in accordance with the schedule in Section 2 (i) above, shall be forfeited.

(d) *Bankruptcy; Dissolution* . SSARs 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.

5. Issuance Of Stock

(a) *Issuance of Stock* . Within thirty (30) days of the Exercise Date, the Company shall issue certificates for shares of Unrestricted 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). 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 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. 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, 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 lapse and terminate and may no longer be exercised, after any of the following:

(a) the end of the SSAR Term;

(b) if the 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 or Retirement. (Please note, conversion from full-time to part-time status is not a termination and will not start the sixty (60) day period for vested SSARs);

(c) if the 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; or

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

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 may 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 amount withheld by the Company may not exceed the statutory minimum withholding amount required by law. In lieu of such deduction, the Grantee may 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, excise 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, a Subsidiary or Affiliate and the Grantee, or as a contractual right of the Grantee to continue in the employ of the Company, a Subsidiary or Affiliate, or as a limitation of the right of the Company, a Subsidiary or Affiliate 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 received and 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has caused this Stock Settled 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: _____

(Grantee)

Date: _____

**CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN (THE “PLAN”)
STOCK OPTION GRANT AGREEMENT**

This 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 <Grant Date > (the “Grant Date”).

1. GRANT OF OPTION

Subject to the provisions of this Agreement, and pursuant to the provisions of the Plan, the Company hereby grants to Grantee, as of the Grant Date, an option (the “Option”) of such type, to purchase such number of shares of Common Stock of the Company (the “Shares”), and at such exercise price per Share (the “Option Price”) as are stated in the Stock Option Overview below. The Option terminates on the earlier of (a) its lapse and termination under Section 5 “Termination of Option” or (b) the end of the Option Term stated in the Stock Option Overview.

STOCK OPTION OVERVIEW

Type of Option: **Nonqualified**

Number of Shares Subject to the Option: **<# of Shares>**

Option Price: **<Option Price>**

End of Option Term: **<End of Term>**

2. DEFINITIONS

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

- (a) **“Agreement”** means this Stock Option Grant Agreement and shall include the applicable provisions of the Plan, which is hereby incorporated into and made a part of this Agreement.
- (b) **“Grant Date”** means <Grant Date>.
- (c) **“Option”** means the stock option to purchase shares of Common Stock of the Company pursuant to the terms and conditions of this Agreement.

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- (d) **“Option Price”** means the purchase price per share of Common Stock under this Agreement.
 - (e) **“Plan”** means the CACI International Inc 2006 Stock Incentive Plan, as amended from time to time.
 - (f) **“Retirement”** means voluntary retirement from the Company or an Affiliate of the Company on or after age 65, upon written notice from the Grantee to the Committee that Grantee is permanently retiring from CACI and the information technology industry.
 - (g) **“Shares”** means the shares of Common Stock of the Company subject to the Option.

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. **VESTING**

- (a) **Regular Vesting Schedule**. The Option shall become vested and exercisable with respect to:
 - (i) 10% of the Shares subject to the Option on <Vest year 1>;
 - (ii) an additional 20% of the Shares subject to this Option on <Vest year 2> (for a total of 30% of the Shares subject to the Option);
 - (iii) an additional 30% of the Shares subject to this Option on <Vest year 3> (for a total of 60% of the Shares subject to the Option); and
 - (iv) an additional 40% of the Shares subject to this Option on <Vest year 4> (for a total of 100% of the Shares subject to the Option);provided Grantee has continued in the full-time employment of the Company or an Affiliate of the Company from the Grant Date through any such vesting date.
- (b) **Vesting Upon Change in Control, Disability, Retirement or Death**. Notwithstanding subsection (a) above, upon (i) the occurrence of a Change in Control while the Grantee remains a full-time employee of the Company (or an Affiliate of the Company) or (ii) termination of the Grantee’s full-time employment with the Company (or an Affiliate of the Company) due to Retirement, Disability or death, 100% of the Shares subject to the Option shall be vested and exercisable.

3. **EXERCISE OF OPTION**

- (a) **Exercisability of Option** . No portion of the Option granted to Grantee shall be exercisable by Grantee prior to the time such portion of the Option has vested.
- (b) **Manner of Exercise** . The vested portion of the Option may be exercised, in whole or in part, on or before the earlier of (i) its lapse and termination under Section 5 or (2) the end of the Option Term stated in the Stock Option Overview, by delivering the Stock Option Exercise Form attached to this Agreement to the Committee or its designee or such other form as the Committee may require from time to time. Such notice shall specify the number of Shares Grantee then desires to purchase and the manner of payment of the Option Price. The Option may be exercised only in multiples of whole Shares and no partial Shares shall be issued.
- (c) **Manner of Payment of Option Price** . Unless the Committee in its sole discretion allows payment by another means, the Option Price may be paid by any of the following means:
 - (i) by a check payable to the order of the Company for an amount in U.S. dollars equal to the Option Price of such Shares;
 - (ii) by transfer of shares of Company Common Stock having an aggregate Fair Market Value equal to such Option Price which have been held by Grantee for at least six (6) months and are not then subject to restrictions under any Company plan, or a combination of cash and such shares;
 - (iii) by a broker-assisted “cashless exercise” procedure, as permitted under Federal Reserve Board’s Regulation T, subject to securities law restrictions; or
 - (iv) by such other means as the Committee in its sole discretion shall permit.

4. **ISSUANCE OF SHARES**

- (a) **No Rights of Shareholder** . Within thirty (30) days of the receipt of the Stock Option Exercise Form and the payment of the Option Price for the portion of the Shares as to which the Option is being exercised, and the applicable tax withholding, the Company shall issue certificates for the Common Stock purchased pursuant to this Agreement. Grantee shall not have any of the rights of a shareholder with respect to the Shares that may be issued upon the exercise of the Option until such Shares have been issued to him or her upon the due exercise of the Option.

- (b) **Transfer Restrictions as to Shares** . Transfer of the Common Stock purchased under the Option 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 shares of Common 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 Common Stock shall be issued pursuant to this Agreement. If, upon the issuance of shares of Common Stock under this Agreement, Grantee would be entitled to a fractional share of Common Stock, the number of shares to which Grantee is entitled shall be rounded up to the next higher whole number.
- (e) **Beneficiary**
 - (i) 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. 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 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. TERMINATION OF OPTION

The Option shall lapse and terminate and may no longer be exercised, after any of the following:

- (a) the end of the Option Term;
- (b) as to the vested portion of the Option, sixty (60) days following a termination of employment with CACI and its Affiliates for any reason other than death, Disability or Retirement;
- (c) as to the unvested portion of the Option, (i) termination of employment with CACI and its Affiliates for any reason other than death, Disability or Retirement or (ii) conversion of the Grantee's employment with CACI or an Affiliate from full-time to part-time status; or
- (d) the date CACI is placed under the jurisdiction of a bankruptcy court or is dissolved or liquidated.

6. MISCELLANEOUS

- (a) **No Restriction on Company Authority** . The award of the Option to 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.

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- (b) **Adjustment of Option** . 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 Common Stock outstanding, without receiving compensation therefore in money, services or property, the number, class, and per share price of shares of stock subject to this Option shall be appropriately adjusted in such a manner as to entitle the Grantee to receive upon the exercise of this Option, for the same aggregate consideration, the same total number of shares that the owner of an equal number of outstanding shares of the Common 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 Common Stock then subject to this Option.
- (d) **Transferability of Option** . Except as otherwise permitted by the Committee, the Option shall be nontransferable otherwise than by will or the laws of descent and distribution and, during the lifetime of Grantee, the Option may be exercised only by Grantee or, during the period Grantee is under a legal disability, by Grantee's guardian or legal representative.
- (e) **Withholding of Taxes** . The Company or any Affiliate of the Company shall have the right to deduct from any cash compensation or any other cash payment of any kind due Grantee the amount of any federal, state or local taxes required by law to be withheld as the result of the exercise of the Option or the sale of Shares issued thereunder. In lieu of such deduction, the Committee may require Grantee to make a cash payment to the Company or any Affiliate of the Company equal to the amount required to be withheld. If Grantee does not make such payment when requested, the Company may refuse to issue any Shares under the Option until arrangements satisfactory to the Committee for such payment have been made.
- (f) **Impact on Other Benefits** . Any income resulting from the grant or exercise of the Option or the sale of the shares of Common Stock acquired thereunder shall not be includable as compensation or earnings for purposes of any other benefit plan offered by the Company

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- (g) **Right to Continued Employment** . Nothing in the Plan or this Agreement shall be construed as a contract of employment between the Company or any Affiliate of the Company and the Grantee, or as a contractual right of the Grantee to continue in the employ of the Company or any Affiliate of the Company, or as a limitation of the right of the Company or any Affiliate of the Company to discharge the Grantee at any time.
- (h) **Governing Law** . This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware.
- (i) **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
- (j) **Successors** . This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.
- (k) **Headings** . The headings in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.
- (l) **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.
- (m) **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.
- (n) **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 received and reviewed a copy of the Plan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date(s) written below.

CACI:

EMPLOYEE:

By: Arnold D. Morse
Chief Legal Officer

<Name>

Date: _____

Date: _____

SSN: <SSN>

**CACI INTERNATIONAL INC 2006 STOCK INCENTIVE PLAN (THE “PLAN”)
STOCK OPTION GRANT AGREEMENT**

This Grant Agreement (the “Agreement”) is entered into by and between CACI International Inc, a Delaware Corporation, (the “Company” or “CACI”) and «Director_Name» (the “Grantee”) effective as of «Grant_Date» (the “Grant Date”).

1. GRANT OF OPTION

Subject to the provisions of this Agreement, and pursuant to the provisions of the Plan, the Company hereby grants to Grantee, as of the Grant Date, an option (the “Option”) of such type, to purchase such number of shares of Common Stock of the Company (the “Shares”), and at such exercise price per Share (the “Option Price”) as are stated in the Stock Option Overview below. The Option terminates on the earlier of (a) its lapse and termination under Section 5 “Termination of Option” or (b) the end of the Option Term stated in the Stock Option Overview.

STOCK OPTION OVERVIEW

Type of Option: Nonqualified

Number of Shares Subject to the Option: «Options»

Option Price: «Grant Price» per Share

End of Option Term: «Option_End_Term»

2. DEFINITIONS

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

- (a) **“Agreement”** means this Stock Option Grant Agreement and shall include the applicable provisions of the Plan, which is hereby incorporated into and made a part of this Agreement.
- (b) **“Family Members”** means the Grantees child, stepchild, grandchild, parent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law, including adoptive relationship.
- (c) **“Grant Date”** means «Grant_Date».
- (d) **“Option”** means the stock option to purchase shares of Common Stock of the Company pursuant to the terms and conditions of this Agreement.

- (e) **“Option Price”** means the purchase price per share of Common Stock under this Agreement.
- (f) **“Plan”** means the CACI International, Inc. 2006 Stock Incentive Plan, as amended from time to time.
- (g) **“Retirement”** means voluntary retirement from the Board of Directors of the Company or an Affiliate of the Company.
- (h) **“Shares”** means the shares of Common Stock of the Company subject to the Option.

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. **VESTING**

(a) **Regular Vesting Schedule**. The Option shall become vested and exercisable with respect to:

- (i) 25% of the Shares subject to the Option on «Vest_1»;
- (ii) an additional 25% of the Shares subject to this Option on «Vest_2» (for a total of 50% of the Shares subject to the Option);
- (iii) an additional 25% of the Shares subject to this Option on «Vest_3» (for a total of 75% of the Shares subject to the Option); and
- (iv) an additional 25% of the Shares subject to this Option on «Vest_4» (for a total of 100% of the Shares subject to the Option);

(b) **Vesting Upon Change in Control, Disability, Retirement or Death**. Notwithstanding subsection (a) above, upon (i) the occurrence of a Change in Control or (ii) termination of the Grantee’s service as a member of CACI’s Board of Directors, due to Disability or death, 100% of the Shares subject to the Option shall be vested and exercisable.

3. **EXERCISE OF OPTION**

(a) **Exercisability of Option**. No portion of the Option granted to Grantee shall be exercisable by Grantee prior to the time such portion of the Option has vested.

(b) **Manner of Exercise**. The vested portion of the Option may be exercised, in whole or in part, on or before the earlier of (i) its lapse and termination under Section 5

or (2) the end of the Option Term stated in the Stock Option Overview, by delivering the Stock Option Exercise Form attached to this Agreement to the Committee or its designee or such other form as the Committee may require from time to time. Such notice shall specify the number of Shares Grantee then desires to purchase and the manner of payment of the Option Price. The Option may be exercised only in multiples of whole Shares and no partial Shares shall be issued.

(c) **Manner of Payment of Option Price.** Unless the Committee in its sole discretion allows payment by another means, the Option Price may be paid by any of the following means:

(i) by a check payable to the order of the Company for an amount in U.S. dollars equal to the Option Price of such Shares;

(ii) by transfer of shares of Company Common Stock having an aggregate Fair Market Value equal to such Option Price which have been held by Grantee for at least six (6) months and are not then subject to restrictions under any Company plan, or a combination of cash and such shares;

(iii) by a broker-assisted "cashless exercise" procedure, as permitted under Federal Reserve Board's Regulation T, subject to securities law restrictions; or

(iv) by such other means as the Committee in its sole discretion shall permit.

4. **ISSUANCE OF SHARES**

(a) **No Rights of Shareholder.** Within thirty (30) days of the receipt of the Stock Option Exercise Form and the payment of the Option Price for the portion of the Shares as to which the Option is being exercised, and the applicable tax withholding, the Company shall issue certificates for the Common Stock purchased pursuant to this Agreement. Grantee shall not have any of the rights of a shareholder with respect to the Shares that may be issued upon the exercise of the Option until such Shares have been issued to him or her upon the due exercise of the Option.

(b) **Transfer Restrictions as to Shares.** Transfer of the Common Stock purchased under the Option 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 shares of Common 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 Common Stock shall be issued pursuant to this Agreement. If, upon the issuance of shares of Common Stock under this Agreement, Grantee would be entitled to a fractional share of Common Stock, the number of shares to which Grantee is entitled shall be rounded up to the next higher whole number.

(e) **Beneficiary**

(i) 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. 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 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. TERMINATION OF OPTION

The Option shall lapse and terminate and may no longer be exercised, after any of the following:

(a) the end of the Option Term;

(b) as to the unvested portion of the Option, termination of service as a Director of CACI and its Affiliates for any reason other than death, Disability or change of control; or

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

6. **MISCELLANEOUS**

(a) **No Restriction on Company Authority**. The award of the Option to 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 Option**. 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 Common Stock outstanding, without receiving compensation therefore in money, services or property, the number, class, and per share price of shares of stock subject to this Option shall be appropriately adjusted in such a manner as to entitle the Grantee to receive upon the exercise of this Option, for the same aggregate consideration, the same total number of shares that the owner of an equal number of outstanding shares of the Common Stock would own as a result of the event requiring the adjustment.

(c) **No Adjustment Otherwise**. Except as herein before 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 Common Stock then subject to this Option.

(d) **Transferability of Option**. Except as otherwise permitted by the Committee, the Option shall be nontransferable otherwise than (1) by will or the laws of descent and distribution and, during the lifetime of Grantee, (2) by gift or domestic relations order to (a) Family Members (b) a corporation, partnership, limited liability company or other business entity whose only stockholders, partners or members, as applicable are the Grantee or Family Members, or (c) a trust in which the Grantee and/or Family Members have all the beneficial interests. Prior to any transfer the Option may be exercised only by Grantee or, during the period Grantee is under a legal disability, by Grantee's guardian or legal representative. Subsequent to any transfer, the option may be exercisable by any authorized transferee.

(e) **Impact on Other Benefits**. Any income resulting from the grant or exercise of the Option or the sale of the shares of Common Stock acquired thereunder shall not be includable as compensation or earnings for purposes of any other benefit plan offered by the Company

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

(g) **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

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

(i) **Headings** . The headings in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

(j) **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.

(k) **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.

(l) **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 received and reviewed a copy of the Plan.

(m) **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 Agreement to be executed by its duly authorized officer, and the Grantee has hereunto set his or her hand and seal, on this ____day of _____, «Year».

CACI INTERNATIONAL INC:

GRANTEE:

By: **Arnold Morse**
Chief Legal Officer

«Director_Name»

Date: _____

Date: _____

SS#: _____

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 27, 2007, with respect to the consolidated financial statements and schedule of CACI International Inc, CACI International Inc's management's assessment of the effectiveness of internal control over financial reporting, 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, 2007, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

McLean, Virginia
December 7, 2007