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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): January 29, 2016

CACI International Inc

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-31400

(Commission File Number)

54-1345888
(IRS Employer
Identification No.)

**1100 N. Glebe Road
Arlington, Virginia**
(Address of Principal Executive Offices)

22201
(Zip Code)

Registrant's Telephone Number, Including Area Code: (703) 841-7800

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

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

On January 29, 2016, CACI International Inc and certain of its subsidiaries (“CACI”) entered into an eighth amendment (the “Eighth Amendment”) to its Credit Agreement (as amended, restated and modified from time to time prior to the date hereof, the “Credit Agreement”), dated as of October 21, 2010, with the lenders named therein and Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer.

The Eighth Amendment amends the Credit Agreement to allow for the acquisition of L-3 National Security Solutions, Inc. and L-3 Data Tactics, Inc. (together, “NSS”), pursuant to the terms of the Stock Purchase Agreement (the “Purchase Agreement”), dated December 7, 2015, among CACI, CACI, Inc. - Federal and L-3 Communications Corporation (the “NSS Acquisition”), and the incurrence of incremental indebtedness in connection therewith. The terms of the Purchase Agreement were previously described in CACI’s Current Report on Form 8-K dated December 8, 2015.

In addition, the Eighth Amendment amends certain provisions of the Credit Agreement to (1) increase the Applicable Rate under the Credit Agreement when CACI’s Consolidated Total Leverage Ratio exceeds 4.00:1.00; (2) increase the permitted Consolidated Senior Secured Leverage Ratio as of the end of any fiscal quarter to 4.75:1.00 through December 31, 2016, 4.50:1.00 from March 31, 2017 through June 30, 2017 and 4.25:1.00 from September 30, 2017 through March 31, 2018; (3) increase the permitted Consolidated Total Leverage Ratio as of the end of any fiscal quarter to 4.75:1.00 through December 31, 2016; (4) increase the permitted foreign acquisition basket from \$100 million and five percent of CACI’s total assets to \$200 million and 10 percent of CACI’s total assets; (5) increase the Swing Line Sublimit from \$75 million to \$100 million; and (6) annualize the effects of the NSS Acquisition on the calculation of Consolidated Fixed Charges.

On February 1, 2016, CACI entered into a first incremental facility amendment (the “First Incremental Amendment”) to the Credit Agreement to provide for a new Tranche A-2 Term Loan in the principal amount of \$300 million in connection with the NSS Acquisition.

All other material terms of the Credit Agreement remain the same. Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement, the Eighth Amendment or the First Incremental Amendment.

The foregoing descriptions of the Eighth Amendment and the First Incremental Amendment do not purport to be complete and are qualified in their entirety by the complete text of the Eighth Amendment and First Incremental Amendment which are filed as Exhibits 10.9 and 10.10 hereto and incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On February 1, 2016, CACI, together with its subsidiary CACI, Inc. – Federal, completed the previously announced NSS Acquisition pursuant to the terms of the Purchase Agreement and for an aggregate purchase price of \$550 million in cash, subject to an adjustment for working capital and certain other items.

The foregoing description of the transaction does not purport to be complete and is qualified in its entirety by reference to the complete text of the Purchase Agreement filed as Exhibit 2.1 to CACI’s Current Report on Form 8-K dated December 8, 2015 and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

In addition to the Tranche A-2 Term Loan described under Item 1.01 of this Current Report on Form 8-K, on February 1, 2016, CACI borrowed an additional \$250 million under its revolving credit facility (the “Revolving Loan”) to finance the NSS Acquisition described under Item 2.01 of this Current Report on Form

8-K. The Tranche A-2 Term Loan and the Revolving Loan have the same terms as CACI's outstanding committed financing under its Credit Agreement.

The information included in Item 1.01 of this Current Report on Form 8-K is also incorporated by reference into this Item 2.03 of this Current Report on Form 8-K

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the complete text of the Credit Agreement, as amended previously and pursuant to the Eighth Amendment and Incremental Facility Amendment, filed as Exhibits 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9 and 10.10 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The financial statements required to be filed under this Item 9.01(a) shall be filed by an amendment to this Form 8-K no later than 71 calendar days after the date on which this initial Current Report on Form 8-K was required to be filed.

(b) Pro Forma Financial Information.

The pro forma financial information required to be filed under this Item 9.01(b) shall be filed by an amendment to this Form 8-K no later than 71 calendar days after the date on which this initial Current Report on Form 8-K was required to be filed.

(d) Exhibits.

Exhibit Number	Description
10.1	The Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.1 to CACI's current report on Form 8-K, filed October 27, 2010).
10.2	Amendment dated May 17, 2011 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.2 to CACI's current report on Form 8-K, filed May 19, 2011).
10.3	Amendment dated November 18, 2011 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.3 to CACI's current report on Form 8-K, filed November 22, 2011).
10.4	Amendment dated August 6, 2013 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.4 to CACI's current report on Form 8-K, filed August 12, 2013).
10.5	Amendment dated October 31, 2013 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.5 to CACI's current report on Form 8-K, filed November 5, 2013).

- 10.6 Amendment dated November 15, 2013 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.6 to CACI's current report on Form 8-K, filed November 18, 2013).
- 10.7 Amendment dated April 22, 2015 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.7 to CACI's current report on Form 8-K, filed April 28, 2015).
- 10.8 Amendment dated May 21, 2015 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.8 to CACI's current report on Form 8-K, filed May 27, 2015).
- 10.9* Eighth Amendment dated January 29, 2016 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks.
- 10.10* First Incremental Facility Amendment dated February 1, 2016 to the Credit Agreement dated October 21, 2010, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks.

* filed herewith

SIGNATURES

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

CACI International Inc

Date: February 3, 2016

By: /s/ J. William Koegel, Jr.

J. William Koegel, Jr.

Executive Vice President, General Counsel and Secretary

EXHIBIT INDEX

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* filed herewith

EIGHTH AMENDMENT TO
CREDIT AGREEMENT

Dated as of January 29, 2016

among

CACI INTERNATIONAL INC,
as the Borrower,

THE SUBSIDIARIES OF THE BORROWER IDENTIFIED HEREIN,
as the Guarantors,

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

and

The Lenders Party Hereto

Arranged By:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
J.P. MORGAN SECURITIES LLC,
PNC CAPITAL MARKETS LLC,
ROYAL BANK OF CANADA,
SUNTRUST ROBINSON HUMPHREY, INC.,
WELLS FARGO SECURITIES, LLC, THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.
and
FIFTH THIRD BANK,
as Joint Lead Arrangers and Joint Bookrunners

EIGHTH AMENDMENT

THIS EIGHTH AMENDMENT (this “Amendment”) dated as of January 29, 2016 to the Credit Agreement referenced below is by and among CACI International Inc, a Delaware corporation (the “Borrower”), the Guarantors identified on the signature pages hereto, the Lenders identified on the signature pages hereto and Bank of America, N.A., in its capacity as Administrative Agent (in such capacity, the “Administrative Agent”).

W I T N E S S E T H

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

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

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

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

2. Amendments.

(a) The second paragraph in the introduction to the Credit Agreement is hereby amended to read as follows:

The Borrower has requested that the Lenders provide credit facilities for the purposes set forth herein, and the Lenders are willing to do so on the terms and conditions set forth herein.

(b) The following defined terms are hereby added to Section 1.01 of the Credit Agreement in the appropriate alphabetical order to read as follows:

“Eighth Amendment Closing Date” means January 29, 2016.

“NSS” means, collectively, L-3 National Security Solutions, Inc., a Delaware corporation and L-3 Data Tactics Corporation, a Virginia corporation.

“NSS Acquisition” means the acquisition by the Borrower, directly or indirectly, of all of the outstanding share capital of NSS, pursuant to and in accordance with the NSS Purchase Agreement.

“NSS Acquisition Costs” means (i) the purchase price for the NSS Acquisition, (ii) the refinancing or repayment of third party indebtedness for borrowed money of NSS and its Subsidiaries, if required, and (iii) fees, costs and expenses incurred in connection with the NSS Acquisition and the financing therefor and transactions contemplated thereby.

“NSS Acquisition Closing Date” means the date that the NSS Acquisition is consummated and the funding of the NSS Facilities occurs.

“NSS Facilities” means the NSS Incremental Term Facilities and Revolving Loans necessary to finance the NSS Acquisition Costs on the NSS Acquisition Closing Date.

“NSS Incremental Term Facility” has the meaning specified in Section 2.17.

“NSS Purchase Agreement” means that certain Stock Purchase Agreement, dated December 7, 2015, by and among the Borrower, CACI, Inc.-Federal and L-3 Communications Corporation.

“Specified Purchase Agreement Representations” means such of the representations made by NSS with respect to NSS and its subsidiaries in the NSS Purchase Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower (or its Affiliate) has the right to terminate its (or its Affiliate’s) obligations under the NSS Purchase Agreement, or decline to consummate the NSS Acquisition, as a result of a breach of such representations in the NSS Purchase Agreement.

(c) The following defined terms in Section 1.01 of the Credit Agreement are hereby amended to read as follows:

“Consolidated Fixed Charges” means, for any period, for the Borrower and its Subsidiaries on a consolidated basis, an amount equal to the sum of (a) the cash portion of Consolidated Interest Charges for such period plus (b) the cash portion of rent and lease expense for such period plus (c) Consolidated Scheduled Funded Debt Payments for such period plus (d) Restricted Payments made under Section 8.06(d) (other than all Restricted Payments made since the end of the most recent Applicable Period most recently ended prior to the date of such Restricted Payment if, at the time any such Restricted Payment is made, the Consolidated Total Leverage Ratio recomputed as of the end of such Applicable Period is less than 3.0:1.0 on a Pro Forma Basis after giving effect to such Restricted Payment plus all other Restricted Payments made since the end of such Applicable Period). If the NSS Facilities are funded on the NSS Acquisition Closing Date, then, in calculating Consolidated Fixed Charges for any measurement period ending prior to the first anniversary of the NSS Acquisition Closing Date, the cash portion of Consolidated Interest Charges and the Consolidated Scheduled Funded Debt Payments included in Consolidated Fixed Charges for such measurement period shall be calculated for the period from the NSS Acquisition Closing Date to the end of the measurement period and annualized.

“Fee Letter” means each of the following (individually or collectively, as the context may require): (a) the letter agreement dated December 22, 2015 among the Borrower, the Arrangers, Bank of America, JPMorgan Chase Bank, N.A., PNC Bank, National Association, Royal Bank of Canada, SunTrust Bank, Wells Fargo Bank, National Association, The Bank of Tokyo-Mitsubishi UFJ, Ltd., and Fifth Third Bank and (b) the letter agreement dated December 22, 2015 among the Borrower, MLPFS, and Bank of America.

“Permitted Acquisition” means (x) the NSS Acquisition and (y) any other Investment consisting of an Acquisition by the Borrower or any Subsidiary, provided that, in the case of this clause (y), (a) no Event of Default shall have occurred and be continuing or would result from such Acquisition; (b) the property acquired (or the property of the Person acquired) in such

Acquisition is used or useful in the same or a similar line of business of providing IT products, solutions, services and professional services as the Borrower and its Subsidiaries were engaged in on the Closing Date (or any reasonable extensions or expansions thereof); (c) in the case of the Acquisition of Equity Interests of another Person, the board of directors (or other comparable governing body) of such other Person shall have duly approved such Acquisition; (d) the aggregate cash and non-cash consideration (including Indebtedness assumed by the Borrower or any Subsidiary, the good faith estimate by the Borrower of the maximum amount of any deferred purchase price obligations (including earn -out payments) payable by the Borrower or any Subsidiary and Equity Interests issued by the Borrower to the seller as consideration) from and after the Eighth Amendment Closing Date for Foreign Acquisitions shall not exceed the greater of (i) \$200 million and (ii) ten percent (10%) of total assets of the Borrower and its Subsidiaries on a consolidated basis as of the end of the Applicable Period; (e) the Borrower shall have delivered to the Administrative Agent a Pro Forma Compliance Certificate demonstrating that after giving effect to such Acquisition on a Pro Forma Basis the Loan Parties shall be in compliance with the financial covenants set forth in Section 8.11 recomputed as of the end of the Applicable Period; and (f) immediately after giving effect to such Acquisition, there shall be at least \$50 million of availability existing under the Aggregate Revolving Commitments.

“ Specified Representations ” means the representations and warranties made in Sections 6.01(a) (as to valid existence) and (b)(ii), the first clause of Section 6.02, Section 6.02(a), Section 6.04, Section 6.14, Section 6.18 (after giving effect to the consummation of the NSS Acquisition, the borrowings under the NSS Facilities and the payment of the NSS Acquisition Costs), Section 6.19 (but only with respect to (i) assets with respect to which a lien may be perfected by the filing of a financing statement under the Uniform Commercial Code, (ii) the pledge and perfection of security interests in Equity Interests of the Borrower’s material, wholly-owned Domestic Subsidiaries (excluding delivery of stock certificates of NSS and its Subsidiaries to the extent not received from the seller under the NSS Purchase Agreement) and (iii) other assets a security interest in which can be provided and perfected after the Borrower’s use of commercially reasonable efforts to do so or without undue burden or expense), Section 6.21 and Section 6.22.

“ Swing Line Sublimit ” means an amount equal to the lesser of (a) \$100,000,000 and (b) the Aggregate Revolving Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments.

(d) Subject to Section 3, the following defined term in Section 1.01 of the Credit Agreement is hereby amended to read as follows:

“ Applicable Rate ” means the following percentages per annum, based upon the Consolidated Total Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 7.02(b) :

Pricing Tier	Consolidated Total Leverage Ratio	Eurodollar Rate Loans	Base Rate Loans	Commitment Fee
1	< 1.25:1.00	1.25%	0.25%	0.20%
2	≥ 1.25:1.00 but < 2.25:1.00	1.50%	0.50%	0.25%
3	≥ 2.25:1.00 but < 3.25:1.00	1.75%	0.75%	0.30%
4	≥ 3.25:1.00 but < 4.00:1.00	2.00%	1.00%	0.35%
5	≥ 4.00:1.00	2.75%	1.75%	0.40%

Any increase or decrease in the Applicable Rate resulting from a change in the Consolidated Total Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is required to be delivered pursuant to Section 7.02(b); provided, however, that if a Compliance Certificate is not delivered when due in accordance with such Section, then, upon the request of the Required Lenders, Pricing Tier 5 shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall remain in effect until the date on which such Compliance Certificate is delivered in accordance with Section 7.02(b). The Applicable Rate in effect from the NSS Acquisition Closing Date through the first Business Day immediately following the date a Compliance Certificate is required to be delivered pursuant to Section 7.02(b) for the first fiscal quarter ending after the NSS Acquisition Closing Date shall be determined based upon the Consolidated Total Leverage Ratio, determined on a Pro Forma Basis after giving effect to the NSS Acquisition and related transactions on the NSS Acquisition Closing Date. Notwithstanding anything to the contrary contained in this definition, the determination of the Applicable Rate for any period shall be subject to the provisions of Section 2.10(b).

(e) The last sentence in the definition of “Applicable Percentage” in Section 1.01 of the Credit Agreement is hereby amended to read as follows:

The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto or in any documentation executed by such Lender pursuant to Section 2.16(a) or Section 2.17, as applicable.

(f) The definitions of “Six3 Acquisition Costs”, “Six3 Facilities” and “Specified Merger Agreement Representations” are hereby deleted from the Credit Agreement in their entirety.

(g) Section 1.03(b) of the Credit Agreement is hereby amended by adding the following at the end thereof:

Without limiting the foregoing, leases shall continue to be classified and accounted for on a basis consistent with that reflected in the Audited Financial Statements for all purposes of this Agreement, notwithstanding any Accounting Change relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above.

(h) The reference to “Fifth Amendment Closing Date” in the first paragraph of Section 2.16(a) is hereby amended to be a reference to the “NSS Acquisition Closing Date”.

(i) A new Section 2.17 is hereby added to the Credit Agreement to read as follows:

2.17 NSS Incremental Term Facilities.

This Agreement and the other Loan Documents may be amended (or amended and restated) at any time to add one or more tranches of term loans that are used to finance all or a portion of the NSS Acquisition Costs (each, a “NSS Incremental Term Facility”), at the option of the Borrower by an agreement in writing entered into by the Borrower, the Administrative Agent and each Person (including any existing Lender) that agrees to provide a portion of such NSS Incremental Term Facility. No existing Lender shall be under any obligation to provide any commitment to a NSS Incremental Term Facility and any such decision whether to provide a commitment to a NSS Incremental Term Facility shall be in such Lender’s sole and absolute discretion. The commitments under the NSS Incremental Term Facilities and credit extensions

thereunder shall constitute Commitments and Credit Extensions under, and shall be entitled to all the benefits afforded by, this Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guarantees and security interests created by the Collateral Documents. Any such amendment (or amendment and restatement) effected pursuant to this Section 2.1.7 shall amend the provisions of this Agreement and the other Loan Documents to set forth the terms of each NSS Incremental Term Facility established thereby and to effect such other changes (including changes to the provisions of Section 2.05) as the Loan Parties and the Administrative Agent shall deem necessary or advisable in connection with the establishment of any such NSS Incremental Term Facility.

(j) The last sentence of Section 5.02 of the Credit Agreement is hereby amended to read as follows:

Notwithstanding the foregoing, (i) the only representations the accuracy of which shall be a condition to the availability of the NSS Facilities on the NSS Acquisition Closing Date shall be the Specified Representations and the Specified Purchase Agreement Representations and (ii) Section 5.02(b) shall not be a condition to the availability of the NSS Facilities on the NSS Acquisition Closing Date; provided that it shall be a condition to the availability of the NSS Facilities on the NSS Acquisition Closing Date that no Event of Default shall have occurred and be continuing under Section 9.01(a), 9.01(f) or 9.01(g).

(k) The lead in to Section 7.11 of the Credit Agreement is hereby amended to read as follows:

Use the NSS Facilities to finance the NSS Acquisition Costs on the NSS Acquisition Closing Date, and use the proceeds of the other Credit Extensions to refinance existing Indebtedness of the Borrower and for working capital, capital expenditures and other general corporate purposes and not

(l) Section 7.12(b) of the Credit Agreement is hereby amended to read as follows:

(b) Within thirty (30) days after the NSS Acquisition Closing Date (or such longer period as the Administrative Agent shall agree), cause NSS and each of its Domestic Subsidiaries (other than an Excluded Subsidiary) existing on the NSS Acquisition Closing Date to (i) become a Guarantor by executing and delivering to the Administrative Agent a Joinder Agreement or such other documents as the Administrative Agent shall deem appropriate for such purpose, and (ii) deliver to the Administrative Agent documents of the types referred to in Sections 5.01(c) and (d) and customary opinions of counsel to NSS and its Domestic Subsidiaries (other than an Excluded Subsidiary), all in form, content and scope reasonably satisfactory to the Administrative Agent.

(m) Section 7.13(a)(i) of the Credit Agreement is hereby amended by replacing the proviso at the end thereof with the following:

; provided, that, with respect to NSS and its Subsidiaries, the foregoing covenant shall only be applicable from and after the earlier of (A) compliance with Section 7.12(b) and (B) the time required for compliance with Section 7.12(b);

(n) Sections 7.13(a)(ii) and 7.13(b) of the Credit Agreement are hereby amended by replacing the last sentence of each such Section with the following:

Notwithstanding the foregoing, with respect to NSS and its Subsidiaries, the foregoing covenant shall only be applicable from and after the earlier of (A) compliance with Section 7.12(b) and (B) the time required for compliance with Section 7.12(b).

(o) Subject to Section 3, Sections 8.11(a) and (b) of the Credit Agreement are hereby amended to read as follows:

(a) Consolidated Senior Secured Leverage Ratio. Permit the Consolidated Senior Secured Leverage Ratio as of the end of any fiscal quarter of the Borrower to be greater than (i) from the NSS Acquisition Closing Date to and including December 31, 2016, 4.75:1.00, (ii) from March 31, 2017 to and including June 30, 2017, 4.50:1.00, (iii) from September 30, 2017 to and including March 31, 2018, 4.25:1.00 and (iv) thereafter, 4.00 to 1.00.

(b) Consolidated Total Leverage Ratio. Permit the Consolidated Total Leverage Ratio as of the end of any fiscal quarter of the Borrower to be greater than (i) from the NSS Acquisition Closing Date to and including December 31, 2016, 4.75:1.00 and (ii) thereafter, 4.50:1.00.

(p) Section 8.11(d) of the Credit Agreement is deleted in its entirety.

(q) Section 11.01 of the Credit Agreement is hereby amended by replacing clause (vi) of the second proviso thereunder with the following:

(vi) an Incremental Facility Amendment, and any amendment contemplated by Section 2.17 hereof, shall be effective if signed by the Loan Parties, the Administrative Agent and each Person that agrees to provide a portion of the applicable Incremental Facility or NSS Incremental Term Facility, as applicable; and

(r) Section 11.07(f)(i) of the Credit Agreement is hereby amended to read as follows:

(i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any Eligible Assignee invited to become a Lender pursuant to an Incremental Facility or NSS Incremental Term Facility or

(s) Section 11.14(a) of the Credit Agreement is hereby amended by adding the following immediately prior to the “.” at the end thereof:

; PROVIDED, THAT (A) THE ACCURACY OF ANY SPECIFIED PURCHASE AGREEMENT REPRESENTATIONS AND WHETHER AS A RESULT OF ANY INACCURACY THEREOF YOU OR YOUR AFFILIATES HAVE THE RIGHT (WITHOUT REGARD TO ANY NOTICE REQUIREMENT) TO TERMINATE YOUR OBLIGATIONS (OR TO REFUSE TO CONSUMMATE THE NSS ACQUISITION) UNDER THE NSS PURCHASE AGREEMENT AND (B) WHETHER THE NSS ACQUISITION HAS BEEN CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THE NSS PURCHASE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

3. Amendments Subject to Acquisition Closing. Notwithstanding the foregoing or anything else to the contrary in this Amendment, the amendments set forth in Sections 2(d) and 2(o) of this Amendment shall not be effective unless and until the NSS Acquisition Closing Date occurs (it being acknowledged, for the avoidance of doubt, that the amendments set forth in Sections 2(d) and 2(o) of this

Amendment shall never become effective if the NSS Acquisition is not consummated using the proceeds of the NSS Facilities). As used in this Section 3, the terms “NSS Acquisition Closing Date”, “NSS Acquisition” and “NSS Facilities” are used as defined in Section 2. (b) above.

4. Conditions Precedent. This Amendment shall become effective as of the date hereof upon receipt by the Administrative Agent of executed counterparts of this Amendment executed by the Loan Parties and the Required Lenders.

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

4. Representations and Warranties. Each Loan Party represents and warrants to the Administrative Agent and each Lender that:

(a) The execution, delivery and performance by each Loan Party of this Amendment and the Credit Agreement as amended hereby have been duly authorized by all necessary corporate or other organizational action, and do not (i) contravene the terms of any of such Person’s Organization Documents; (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (A) any material Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (B) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate any material Law.

(b) This Amendment has been duly executed and delivered by the Loan Parties and constitutes each of the Loan Parties’ legal, valid and binding obligations, enforceable in accordance with its terms, except (i) as enforceability may be limited by applicable Debtor Relief Laws, by fraudulent conveyance laws or by equitable principles relating to enforceability, (ii) as enforceability of the Liens granted under the Loan Documents may be limited by anti-assignment provisions in contracts with Government Authorities that are not rendered ineffective by applicable law and (iii) as enforceability may be limited by the effect of foreign Laws, rules and regulations as they relate to pledges, if any, of Equity Interests in Foreign Subsidiaries.

(c) No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Amendment or the Credit Agreement as amended hereby other than (i) those that have already been obtained and are in full force and effect, (ii) filings to perfect the Liens created by the Collateral Document and (iii) approvals, consents, exemptions, authorizations or other actions, notices or filings which are not material.

(d) After giving effect to this Amendment, (i) the representations and warranties of each Loan Party contained in the Credit Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection therewith, are true and correct in all material respects on and as of the date hereof, except to the extent that (A) such representations and warranties specifically refer to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date, and (B) such representations and warranties are qualified as to materiality, in which case they are true and correct in all respects as of such date (or such earlier date), and (ii) no Default exists.

(e) For purposes of determining withholding Taxes imposed under FATCA, from and after the Eighth Amendment Closing Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Obligations as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i) .

5. Reaffirmation of Obligations. Each Loan Party (a) acknowledges and consents to all of the terms and conditions of this Amendment and the incurrence of Indebtedness and other transactions contemplated hereby, (b) affirms all of its obligations under the Credit Agreement (as amended hereby) and the other Loan Documents and (c) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge such Loan Party’s obligations under the Loan Documents.

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

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

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

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

[SIGNATURE PAGES FOLLOW]

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

BORROWER: CACI INTERNATIONAL INC, a Delaware corporation

By: /s/ Thomas A. Mutryn
Name: Thomas A. Mutryn
Title: Executive Vice President and Chief Financial Officer

GUARANTORS: CACI PRODUCTS COMPANY, a Delaware corporation
CACI PRODUCTS COMPANY CALIFORNIA, a California corporation
CACI, INC. - FEDERAL, a Delaware corporation
CACI, INC. - COMMERCIAL, a Delaware corporation
CACI TECHNOLOGIES, INC., a Virginia corporation
CACI DYNAMIC SYSTEMS, INC., a Virginia corporation
CACI PREMIER TECHNOLOGY, INC., a Delaware corporation
CACI MTL SYSTEMS, INC., a Delaware corporation
CACI-CMS INFORMATION SYSTEMS, INC, a Virginia corporation
CACI ENTERPRISE SOLUTIONS, INC., a Delaware corporation
R.M. VREDENBURG & CO, a Virginia corporation
CACI-WGI, INC., a Delaware corporation
CACI SECURED TRANSFORMATIONS, INC., a Florida corporation
CACI-NSR, INC., a Delaware corporation
CACI TECHNOLOGY INSIGHTS, INC., a Virginia corporation
CACI-ATHENA, INC., a Delaware corporation
BUSINESS DEFENSE AND SECURITY CORPORATION,
a Virginia corporation
CACI-ISS, INC., a Delaware corporation
CACI-SYSTEMWARE INC., a California corporation
APPLIED SYSTEMS RESEARCH, INC., a Virginia corporation
TECHNIGRAPHICS, INC., an Ohio corporation
PANGIA TECHNOLOGIES, LLC, a Nevada limited liability company
DELTA SOLUTIONS AND TECHNOLOGIES, INC. a Virginia corporation
CACI-APG, LLC, a Virginia limited liability company
PARADIGM SOLUTIONS CORPORATION, a Maryland corporation
TRINITY INFORMATION MANAGEMENT SERVICES, INC.,
a Nevada corporation
EMERGINT TECHNOLOGIES, INC., a Georgia corporation
IDL SOLUTIONS, INC., a Wisconsin corporation
SIX3 SYSTEMS, INC., a Delaware corporation
SIX3 SYSTEMS HOLDINGS II, INC ., a Delaware corporation
SIX3 ENTERPRISE SYSTEMS, LLC , a Maryland limited liability company
SIX3 ADVANCED SYSTEMS, INC ., a Virginia corporation
SIX3 INTELLIGENCE SOLUTIONS, INC ., a Virginia corporation
TICOM GEOMATICS, INC ., a Texas corporation

By: /s/ Thomas A. Mutryn
Name: Thomas A. Mutryn
Title: Executive Vice President and Chief Financial Officer

LTC ENGINEERING ASSOCIATES, INC. , a Florida corporation

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President and Chief Financial Officer

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

By: /s/ Roberto Salazar
Name: Roberto Salazar
Title: Vice President

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

By: /s/ Larry Van Sant
Name: Larry Van Sant
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Mark D. Brown
Name: Mark D. Brown
Title: Managing Director

SUNTRUST BANK

By: /s/ Anika Kirs
Name: Anika Kirs
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Scott Santa Cruz
Name: Scott Santa Cruz
Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Steven Day
Name: Steven Day
Title: Assistant Vice President

ROYAL BANK OF CANADA

By: /s/ Richard C. Smith
Name: Richard C. Smith
Title: Authorized Signatory

BARCLAYS BANK PLC

By: /s/ Ronnie Glenn
Name: Ronnie Glenn
Title: Vice President

REGIONS BANK

By: /s/ Kyle Husted
Name: Kyle Husted
Title: Vice President

THE BANK OF TOKYO MITSUBISHI UFJ, LTD.

By: /s/ Maria Iarriccio

Name: Maria Iarriccio

Title: Director

FIFTH THIRD BANK

By: /s/ Douglas T. Brown

Name: Douglas T. Brown

Title: Senior Vice President

GOLDMAN SACHS BANK USA

By: /s/ Jerry Li

Name: Jerry Li

Title: Authorized Signatory

SYNOVUS BANK

By: /s/ Matthew McKee

Name: Matthew McKee

Title: Corporate Banker

MANUFACTURERS BANK

By: /s/ Charles C. Jou

Name: Charles C. Jou

Title: Vice President

TD BANK, N.A.

By: /s/ Brian Haggerty

Name: Brian Haggerty

Title: Vice President

CAPITAL ONE NATIONAL ASSOCIATION

By: /s/ Joseph C. Costa

Name: Joseph C. Costa

Title: Senior Vice President

BRANCH BANKING AND TRUST COMPANY

By: /s/ John K. Perez

Name: John K. Perez

Title: Senior Vice President

CITIZENS BANK OF PENNSYLVANIA

By: /s/ James Fox

Name: James Fox

Title: Director

THE NORTHERN TRUST COMPANY

By: /s/ Joshua Metcalf
Name: Joshua Metcalf
Title: 2VP

FIRST COMMONWEALTH BANK

By: /s/ Mark A. Wolesslagle
Name: Mark A. Wolesslagle
Title: Corporate Banking Associate, AVP

THE BANK OF EAST ASIA, LIMITED, NEW YORK BRANCH

By: /s/ James Hua
Name: James Hua
Title: Senior Vice President

By: /s/ Kitty Sin
Name: Kitty Sin
Title: Senior Vice President

CHANG HWA COMMERCIAL BANK, LTD., NEW YORK BRANCH

By: /s/ Jerry C.S. Liu
Name: Jerry C.S. Liu
Title: AVP & AGM

SUMITOMO MITSUI BANKING CORPORATION, NEW YORK

By: /s/ Katsuyuki Kubo
Name: Katsuyuki Kubo
Title: Managing Director

STIFEL BANK & TRUST

By: /s/ Suzanne Agin
Name: Suzanne Agin
Title: Vice President

E.SUN COMMERCIAL BANK, LTD., LOS ANGELES BRANCH

By: /s/ Edward Chen
Name: Edward Chen
Title: Senior Vice President & General Manager

HUA NAN COMMERCIAL BANK, LTD.

By: /s/ Ding-Jong Chen
Name: Ding-Jong Chen
Title: General Manager

TAIWAN BUSINESS PARK, CO., LTD., A REPUBLIC OF CHINA BANK ACTING THROUGH ITS
LOS ANGELES BRANCH AS A LENDR

By: /s/ Sandy Chen
Name: Sandy Chen
Title: General Manager

TAIWAN COOPERATIVE BANK LTD. SEATTLE BRANCH

By: /s/ Cheng-Pin Chou
Name: Cheng-Pin Chou
Title: Vice President & General Manager

XENITH BANK

By: /s/ M. C. O'Grady
Name: M. C. O'Grady
Title: Senior Vice President

LAND BANK OF TAIWAN, NEW YORK BRANCH

By: /s/ Arthur Chen –
Name: Arthur Chen
Title: General Manager

FIRST INCREMENTAL FACILITY AMENDMENT TO
CREDIT AGREEMENT

Dated as of February 1, 2016

among

CACI INTERNATIONAL INC,
as the Borrower,

THE SUBSIDIARIES OF THE BORROWER IDENTIFIED HEREIN,
as the Guarantors,

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

and

THE OTHER LENDERS PARTY HERETO

Arranged By:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
J.P. MORGAN SECURITIES LLC,
PNC CAPITAL MARKETS LLC,
ROYAL BANK OF CANADA,
SUNTRUST ROBINSON HUMPHREY, INC.,
WELLS FARGO SECURITIES, LLC, THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.
and
FIFTH THIRD BANK,
as Joint Lead Arrangers and Joint Bookrunners

FIRST INCREMENTAL FACILITY AMENDMENT

THIS FIRST INCREMENTAL FACILITY AMENDMENT (this “Amendment”) dated as of February 1, 2016 to the Credit Agreement referenced below is by and among CACI International Inc, a Delaware corporation (the “Borrower”), the Guarantors identified on the signature pages hereto, the Lenders identified on the signature pages hereto and Bank of America, N.A., in its capacity as Administrative Agent (in such capacity, the “Administrative Agent”).

WITNESSETH

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

WHEREAS, the Borrower has notified the Administrative Agent that pursuant to Section 2.17 of the Credit Agreement the Lenders party hereto (each an “Incremental Lender”) have agreed to provide an NSS Incremental Term Facility in the aggregate principal amount of \$300,000,000 to the Borrower.

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

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

2. Establishment of Incremental Tranche A-2 Term Loan.

2.1. Subject to the terms and conditions provided herein, a new term loan in the original principal amount of \$300,000,000 (the “Tranche A-2 Term Loan”) is hereby established as an NSS Incremental Term Facility pursuant to Section 2.17 of the Credit Agreement

2.2. Subject to the terms and conditions set forth herein and the Credit Agreement (as amended by this Amendment), each Incremental Lender severally agrees to make its portion of the Tranche A-2 Term Loan to the Borrower in Dollars in a single advance on the date hereof in an amount not to exceed such Lender’s Tranche A-2 Term Loan Commitment set forth on Schedule A hereto. Amounts repaid on the Tranche A-2 Term Loan may not be reborrowed. The Tranche A-2 Term Loan may consist of Base Rate Loans or Eurodollar Rate Loans, or a combination thereof, as further provided in the Credit Agreement.

3. Amendments to the Credit Agreement. In connection with the establishment of the Tranche A-2 Term Loan pursuant to this Amendment, the Credit Agreement is amended in the following respects:

3.1. Section 1.01 of the Credit Agreement is hereby amended by inserting the following new definitions in the appropriate alphabetical order:

“First Incremental Facility Amendment” means that certain First Incremental Facility Amendment to Credit Agreement, dated as of the First Incremental Facility Amendment Effective Date, by and among the Loan Parties, the Administrative Agent and the Lenders party thereto.

“First Incremental Facility Amendment Effective Date” means February 1, 2016 .

“Term Facility” means each term loan provided under this Agreement including the Tranche A-1 Term Loan, the Tranche A-2 Term Loan and any Incremental Facility that is a term loan.

“Tranche A-1 Term Loan” has the meaning specified in Section 2.01(b) .

“Tranche A-1 Term Loan Commitment” means, as to each Lender, its obligation to make its portion of the Tranche A-1 Term Loan to the Borrower on the Fifth Amendment Closing Date (including, as applicable, the deemed funding of a portion of the Tranche A-1 Term Loan to the extent funded prior to the Fifth Amendment Closing Date and from and after the Closing Date) pursuant to Section 2.01(b), in the principal amount set forth opposite such Lender’s name on Schedule 2.01 as of the Fifth Amendment Closing Date. The aggregate principal amount of the Tranche A-1 Term Loan Commitment of all of the Lenders as in effect on the Fifth Amendment Closing Date is EIGHT HUNDRED THIRTY-ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$831,250,000).

“Tranche A-2 Term Loan” means the term loan made to the Borrower pursuant to the First Incremental Facility Amendment to this Agreement.

“Tranche A-2 Term Loan Commitment” means, as to each Lender, its obligation to make its portion of the Tranche A-2 Term Loan to the Borrower pursuant to the First Incremental Facility Amendment to this Agreement in the principal amount set forth opposite such Lender’s name on Schedule A to the First Incremental Facility Amendment to this Agreement. The aggregate principal amount of the Tranche A-2 Term Loan Commitment of all of the Lenders in effect on the First Incremental Facility Amendment Effective Date is THREE HUNDRED MILLION DOLLARS (\$300,000,000).

3.2. In Section 1.01 of the Credit Agreement the following definitions are amended in their entirety to read as follows:

“Term Loan” means the Tranche A-1 Term Loan, the Tranche A-2 Term Loan or any term loan provided under an Incremental Facility under this Agreement.

“Term Loan Commitment” means the Tranche A-1 Term Loan Commitment, the Tranche A-2 Term Loan Commitment and any other obligation of a Lender to make its portion of a term loan to the Borrower pursuant to any other Incremental Facility hereunder .

3.3. In Section 1.01 of the Credit Agreement in clause (b) of the definition of “Applicable Percentage” the reference to “the outstanding Term Loan” is amended to read “an outstanding Term Facility” and the reference to “the Term Loan” is amended to read “such Term Facility”.

3.4. In Section 1.01 of the Credit Agreement, the instances of “the Term Loan” in the definitions of “Loan” and “Loan Notice” are hereby replaced with “a Term Loan”.

3.5. The instances of “Term Loan” in the title of Section 2.01 and in Section 2.07(c) (including the title thereof and in the table in such section) are hereby replaced with “Tranche A-1 Term Loan”.

3.6. The instances of “Term Loan” in Section 2.01(b) (including the title thereof) are hereby replaced with “Tranche A-1 Term Loan” and the following is hereby added to the end of the first sentence in Section 2.01(b): “as of the Fifth Amendment Closing Date”.

3.7. Section 2.02(e) of the Credit Agreement is hereby amended in its entirety to read as follows:

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than (i) 10 Interest Periods in effect with respect to Revolving Loans, (ii) 10 Interest Periods in effect with respect to the Tranche A-1 Term Loan, (iii) 10 Interest Periods in effect with respect to the Tranche A-2 Term Loan and (iv) a maximum number of Interest Periods as agreed by the Administrative Agent in effect with respect to Incremental Term Facilities.

3.8. Section 2.05(a)(i) of the Credit Agreement is hereby amended in its entirety to read as follows:

(i) Revolving Loans and Term Loans. The Borrower may, upon delivery of a Notice of Prepayment from the Borrower to the Administrative Agent, at any time or from time to time voluntarily prepay Revolving Loans and the Term Loans in whole or in part without premium or penalty; provided that (A) such Notice of Prepayment shall be received by the Administrative Agent not later than 11:00 a.m. (1) two Business Days prior to any date of prepayment of Eurodollar Rate Loans and (2) on the date of prepayment of Base Rate Loans; (B) any such prepayment of Eurodollar Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$100,000 in excess thereof (or, if less, the entire principal amount thereof then outstanding); (C) any prepayment of Base Rate Loans shall be in a principal amount of \$1,000,000 or a whole multiple of \$100,000 in excess thereof (or, if less, the entire principal amount thereof then outstanding); and (D) any prepayment of the Term Loans shall be applied to the remaining principal amortization payments of the Tranche A-1 Term Loan, the Tranche A-2 Term Loan, or any other term loan provided under an Incremental Facility under this Agreement in the manner directed by the Borrower (and absent such direction, to the extent not otherwise provided in the Incremental Facility Amendment for any term loan provided under an Incremental Facility under this Agreement, to all outstanding tranches of Term Loans on a ratable basis and to the remaining principal amortization payments of each applicable Term Loan in direct order of maturity). Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if Eurodollar Rate Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender’s Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Subject to Section 2.15, each such prepayment shall be applied to the Loans of the Lenders in accordance with their respective Applicable Percentages.

3.9. Section 2.05(b) of the Credit Agreement is hereby amended in its entirety to read as follows:

(b) Discounted Optional Prepayments.

(i) Notwithstanding anything to the contrary contained in this Agreement (including Section 2.05(a), Section 2.12(a) or Section 2.13), the Borrower shall have the right at any time and from time to time to prepay the Term Loans at a discount to the par value of the applicable Term Loan and on a non pro rata basis (each a “Discounted Optional Prepayment”); provided that

(A) no Default shall have occurred and be continuing or would result from such Discounted Optional Prepayment;

(B) no Discounted Optional Prepayment shall be made with the proceeds of any Revolving Loan;

(C) such Discounted Optional Prepayment shall be offered to all Lenders holding the applicable Term Loan on a pro rata basis (it being understood that the determination by a Lender that holds a portion of such Term Loan whether to accept such offer shall be in such Lender’s sole discretion);

(D) the Borrower shall deliver to the Administrative Agent a certificate stating that at the time of such Discounted Optional Prepayment the Borrower does not have any material non-public information (“MNPI”) that either (x) has not been disclosed to the Lenders (other than those which have elected not to receive such MNPI) prior to such time or (y) would reasonably be expected to have a material effect upon, or otherwise be material to, the market price of the applicable Term Loan or a Lender’s decision to participate in such Discounted Optional Prepayment;

(E) the undiscounted aggregate principal amount of the applicable Term Loan prepaid with Discounted Optional Prepayments during the term of this Agreement shall not exceed \$100 million; and

(F) after giving effect to such Discounted Optional Prepayment, there shall be at least \$50 million of Liquidity.

(ii) To the extent the Borrower seeks to make a Discounted Optional Prepayment, the Borrower shall provide written notice to the Administrative Agent substantially in the form of Exhibit 2.05-1 hereto (each, a “Discounted Optional Prepayment Notice”) that the Borrower desires to prepay the applicable Term Loan in the aggregate principal amount specified therein (each, a “Proposed Discounted Prepayment Amount”) at a discount to the par value of such Term Loan. The Proposed Discounted Prepayment Amount of such Term Loan shall not be less than \$5,000,000. The Discounted Optional Prepayment Notice shall further specify with respect to the proposed Discounted Optional Prepayment: (A) the Proposed Discounted Prepayment Amount, (B) a discount range (which may be a single percentage) selected by the Borrower with respect to such proposed Discounted Optional Prepayment (representing the percentage of par of the principal amount of such Term Loan to be prepaid) (the “Discount Range”) and (C) the date by which Lenders are required to indicate their election to participate in such proposed Discounted Optional Prepayment which shall be at least five Business Days following the date of the Discounted Optional Prepayment Notice (the “Acceptance Date”).

(iii) Upon receipt of a Discounted Optional Prepayment Notice in accordance with Section 2.05(b)(ii), the Administrative Agent shall promptly notify each Lender that holds a

portion of the applicable Term Loan. On or prior to the Acceptance Date, each such Lender may specify by written notice substantially in the form of Exhibit 2.05-2 hereto (each, a “ Lender Participation Notice”) to the Administrative Agent (A) a minimum price (the “ Acceptable Price”) within the Discount Range (for example, 80% of the par value of the applicable Term Loan) and (B) a maximum principal amount (subject to rounding requirements specified by the Administrative Agent) of the applicable Term Loan which such Lender is willing to permit a Discounted Optional Prepayment at the Acceptable Price (“ Offered Loans”). Based on the Acceptable Prices and principal amounts of the applicable Term Loan specified by the Lenders in the applicable Lender Participation Notices, the Administrative Agent, in consultation with the Borrower, shall determine the applicable discount for the applicable Term Loan (the “ Applicable Discount”), which Applicable Discount shall be (A) the percentage specified by the Borrower if the Borrower has selected a single percentage pursuant to Section 2.05(b)(ii) for the Discounted Optional Prepayment or (B) otherwise, the lowest Acceptable Price at which the Borrower can pay the Proposed Discounted Prepayment Amount in full (determined by adding the principal amounts of Offered Loans commencing with the Offered Loans with the lowest Acceptable Price); provided, however, that in the event that such Proposed Discounted Prepayment Amount cannot be repaid in full at any Acceptable Price, the Applicable Discount shall be the highest Acceptable Price specified by the Lenders that is within the Discount Range. The Applicable Discount shall be applicable for all Lenders who have offered to participate in the Voluntary Discounted Prepayment and have Qualifying Loans (as defined below). Any Lender that holds a portion of the applicable Term Loan whose Lender Participation Notice is not received by the Administrative Agent by the Acceptance Date shall be deemed to have declined to accept a Discounted Optional Prepayment of such Term Loan at any discount to their par value within the Applicable Discount.

(iv) The Borrower shall make a Discounted Optional Prepayment by prepaying the applicable Term Loan (or portion thereof) offered by the Lenders (“ Qualifying Lenders”) that specify an Acceptable Price that is equal to or lower than the Applicable Discount (“ Qualifying Loans”) at the Applicable Discount; provided that if the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would exceed the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay such Qualifying Loans ratably among the Qualifying Lenders based on their respective principal amounts of such Qualifying Loans (subject to rounding requirements specified by the Administrative Agent). If the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would be less than the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay all Qualifying Loans. The applicable Term Loan prepaid by the Borrower pursuant to this Section 2.05(b) shall be applied to the remaining principal amortization payments of such Term Loan of the selling Lenders in the manner directed by the Borrower (and absent such direction, to the remaining principal amortization payments in direct order of maturity).

(v) Each Discounted Optional Prepayment shall be made within four Business Days of the Acceptance Date (or such other date as the Administrative Agent shall reasonably agree, given the time required to calculate the Applicable Discount and determine the amount and holders of Qualifying Loans), without premium or penalty (but subject to Section 3.05), upon irrevocable notice (provided that such notice may be conditioned on receiving proceeds from any refinancing (but shall remain subject to Section 3.05)) substantially in the form of Exhibit 2.05-3

hereto (each a “ Notice of Discounted Prepayment ”), delivered to the Administrative Agent no later than 11:00 a.m. three Business Days prior to the date of such Discounted Optional Prepayment, which notice shall specify the date and amount of the Discounted Optional Prepayment and the Applicable Discount determined by the Administrative Agent. Upon receipt of any Notice of Discounted Prepayment the Administrative Agent shall promptly notify each relevant Lender thereof. If any Notice of Discounted Prepayment is given, the amount specified in such notice shall be due and payable to the applicable Lenders, subject to the Applicable Discount on the applicable Term Loan, on the date specified therein together with accrued interest (on the par principal amount) to but not including such date on the amount prepaid.

(vi) To the extent not expressly provided for herein, each Discounted Optional Prepayment shall be consummated pursuant to reasonable procedures (including as to timing, rounding and calculation of Applicable Discount in accordance with Section 2.05(b)(iii)) established by the Administrative Agent in consultation with the Borrower.

(vii) Following a Discounted Optional Prepayment, no interest shall accrue from and after the applicable prepayment date on the applicable Term Loan purchased by the Borrower on such date and such purchased Term Loan shall be deemed cancelled or retired for all purposes and no longer outstanding (and may not be resold by the Borrower) for all purposes of this Agreement and all other Loan Documents (notwithstanding any provisions herein or therein to the contrary), including (A) the making of, or the application of, any payments to the Lenders under this Agreement or any other Loan Document, (B) the making of any request, demand, authorization, direction, notice, consent or waiver under this Agreement or any other Loan Document, (C) the providing of any rights to the Borrower as a Lender under this Agreement or any other Loan Document and (D) the determination of Required Lenders.

3.10. The instances of “Term Loan” in Section 2.05(c)(ii) and in Section 2.05(c)(iii) are hereby replaced with “Term Loans”. The instance of “the Term Loan” in Section 2.05(c)(v) is hereby replaced with “any Term Loans”.

3.11. Section 2.05(c)(iv)(B) of the Credit Agreement is hereby amended in its entirety to read as follows:

(B) with respect to all amounts prepaid pursuant to Section 2.05(c)(ii) or (iii), ratably to the Term Loans (in each case to the next four scheduled quarterly principal amortization payments and thereafter to the remaining scheduled principal amortization payments on a pro rata basis).

3.12. A new Section 2.07(d) is hereby added to the Credit Agreement to read as follows:

(d) Tranche A-2 Term Loan. The Borrower shall repay the outstanding principal amount of the Tranche A-2 Term Loan in installments on the dates and in the amounts set forth in the table below (as such installments may hereafter be adjusted as a result of prepayments made pursuant to Section 2.05), unless accelerated sooner pursuant to Section 9.02 :

Payment Dates	Principal Amortization Payment
March 31, 2016	\$3,750,000.00
June 30, 2016	\$3,750,000.00
September 30, 2016	\$3,750,000.00
December 31, 2016	\$3,750,000.00
March 31, 2017	\$3,750,000.00
June 30, 2017	\$3,750,000.00
September 30, 2017	\$3,750,000.00
December 31, 2017	\$3,750,000.00
March 31, 2018	\$3,750,000.00
June 30, 2018	\$3,750,000.00
September 30, 2018	\$7,500,000.00
December 31, 2018	\$7,500,000.00
March 31, 2019	\$7,500,000.00
June 30, 2019	\$7,500,000.00
September 30, 2019	\$7,500,000.00
December 31, 2019	\$7,500,000.00
March 31, 2020	\$7,500,000.00
Maturity Date for the Tranche A-2 Term Loan	Unpaid principal balance of the Tranche A-2 Term Loan

3.13. The instances of “the Term Loan” in Section 2.16(a)(ix)(A) and in Section 2.16(a)(ix)(B) are hereby replaced with “any Term Loan”. The instances of “Term Loan” in Section 2.16(a)(ix)(C) are hereby replaced with “Term Loans”. The instance of “Term Loan” in Section 2.16(b) is hereby replaced with “the applicable Term Loan”.

3.14. The instance of “the Term Loan” in Section 11.06(b)(i)(B) is hereby replaced with “a Term Loan” and the instances of “Term Loan” in Section 11.06(b)(ii) and in Section 11.06(b)(iii) are hereby replaced with “Term Loans” (except where “Term Loan” is part of the phrase “Term Loan Commitment”).

3.15. Section 11.06(h) of the Credit Agreement is hereby amended in its entirety to read as follows:

(h) Notwithstanding anything to the contrary contained herein, any Lender may assign all or any portion of any Term Loan hereunder to the Borrower, but only if:

(i) such assignment is made in connection with a Discounted Optional Prepayment in accordance with the procedures set forth in Section 2.05(b) and open to all Lenders that hold such Term Loan on a pro rata basis;

(ii) such Term Loan so assigned shall be automatically and permanently cancelled immediately upon acquisition thereof by the Borrower and no longer outstanding for any purpose hereunder; and

(iii) no such Discounted Optional Prepayment shall be made with the proceeds of any Revolving Loans.

4. Conditions Precedent. This Amendment shall become effective as of the date hereof upon satisfaction or waiver of the following conditions precedent:

4.1. Receipt by the Administrative Agent of counterparts of this Amendment duly executed by the Loan Parties and each Incremental Lender.

4.2. Receipt by the Administrative Agent of a Note duly executed by the Borrower in favor of each new Lender that is joining the Credit Agreement by executing this Amendment and has requested a Note from the Borrower.

4.3. Receipt by the Administrative Agent of customary opinions of legal counsel to the Loan Parties (substantially consistent with those opinions delivered in connection with previous amendments to the Credit Agreement), addressed to the Administrative Agent and each Lender, dated as of the date hereof.

4.4. Receipt by the Administrative Agent of the following:

(a) a certificate of each Loan Party, signed by a Responsible Officer of such Loan Party, (A) certifying that the Organization Documents of each Loan Party delivered on the Closing Date (or most recently delivered on the date of any prior amendment to the Credit Agreement, as the case may be) have not been amended, supplemented or otherwise modified and remain in full force and effect as of the date of this Amendment in the form so delivered, (B) certifying and attaching resolutions adopted by the board of directors or equivalent governing body of such Loan Party approving the NSS Facilities and this Amendment, and (C) evidencing the identity, authority and capacity of each Responsible Officer of such Loan Party authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such Loan Party is a party;

(b) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and is validly existing, in good standing and qualified to engage in business in its state of organization or formation; and

(c) evidence reasonably satisfactory to the Administrative Agent that (A) the NSS Acquisition shall have been consummated, or substantially simultaneously with the borrowing of the NSS Facilities, shall be consummated, in all material respects in accordance with the terms of the NSS Purchase Agreement and (B) all existing third party indebtedness for borrowed money of NSS and its Subsidiaries (other than (1) ordinary course capital leases, purchase money indebtedness, equipment financings and other ordinary short term working capital facilities, (2) indebtedness permitted to be incurred prior to the First Incremental Facility Amendment Effective Date under the NSS Purchase Agreement and (3) other indebtedness permitted to remain outstanding under the Credit Agreement after the First Incremental Facility Amendment Effective Date) shall have been repaid, or substantially simultaneously with the borrowing of the NSS Facilities, shall be repaid.

4.5. Receipt by the Administrative Agent of a solvency certificate, dated as of date hereof, of the Borrower's chief financial officer in substantially the form attached hereto as Exhibit A.

4.6. Receipt by the Administrative Agent of a certificate signed by a Responsible Officer of the Borrower certifying (with supporting calculations) the Consolidated Total Leverage Ratio of the Borrower and its Subsidiaries as of the date hereof, calculated on a Pro Forma Basis after giving effect to the NSS Acquisition and related transactions on the NSS Acquisition Closing Date.

4.7. Receipt by the Administrative Agent, the Arrangers and the Lenders of any fees required to be paid on or before the date hereof, to the extent invoices therefor have been delivered to the Borrower at least three (3) Business Days prior to the date hereof (or such later date as the Borrower may reasonably agree).

4.8. Unless waived by the Administrative Agent, the Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent), to the extent an invoice therefor has been delivered to the Borrower at least three (3) Business Days prior to the date hereof (or such later date as the Borrower may reasonably agree).

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

6. Representations and Warranties. Subject to the last paragraph of this Section 6, each Loan Party represents and warrants to the Administrative Agent and each Lender that:

(a) The execution, delivery and performance by each Loan Party of this Amendment and the Credit Agreement as amended hereby have been duly authorized by all necessary corporate or other organizational action, and do not (i) contravene the terms of any of such Person's Organization Documents; (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (A) any material Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (B) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate any material Law.

(b) This Amendment has been duly executed and delivered by the Loan Parties and constitutes each of the Loan Parties' legal, valid and binding obligations, enforceable in accordance with its terms, except (i) as enforceability may be limited by applicable Debtor Relief Laws, by fraudulent conveyance laws or by equitable principles relating to enforceability, (ii) as enforceability of the Liens granted under the Loan Documents may be limited by anti-assignment provisions in contracts with Government Authorities that are not rendered ineffective by applicable law and (iii) as enforceability may be limited by the effect of foreign Laws, rules and regulations as they relate to pledges, if any, of Equity Interests in Foreign Subsidiaries

(c) No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Amendment or the Credit Agreement as amended hereby other than (i) those that

have already been obtained and are in full force and effect, (ii) filings to perfect the Liens created by the Collateral Document and (iii) approvals, consents, exemptions, authorizations or other actions, notices or filings which are not material .

(d) After giving effect to this Amendment, (i) the representations and warranties of each Loan Party contained in the Credit Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection therewith, are true and correct in all material respects on and as of the date hereof, except to the extent that (A) such representations and warranties specifically refer to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date, and (B) such representations and warranties are qualified as to materiality, in which case they are true and correct in all respects as of such date (or such earlier date), and (ii) no Event of Default under Sections 9.01(a), (f) or (g) of the Credit Agreement exists.

(e) For purposes of determining withholding Taxes imposed under FATCA, from and after the effective date of the Amendment, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Obligations as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

Notwithstanding the foregoing, the only representations the accuracy of which shall be a condition to the availability of the NSS Facilities on the First Incremental Facility Amendment Effective Date shall be the Specified Representations and the Specified Purchase Agreement Representations.

7. Reaffirmation of Obligations. Each Loan Party (a) acknowledges and consents to all of the terms and conditions of this Amendment and the incurrence of Indebtedness and other transactions contemplated hereby, (b) affirms all of its obligations under the Credit Agreement (as amended hereby) and the other Loan Documents and (c) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge such Loan Party’s obligations under the Loan Documents.

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

9. New Lenders. By executing this Amendment, each Lender that was not a party to the Credit Agreement prior to the date of this Amendment hereby joins the Credit Agreement as a Lender party thereto, ratifies the terms and conditions of the Credit Agreement and agrees to be bound by all of the terms and conditions of the Credit Agreement.

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

11. Counterparts; Delivery. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of

which when taken together shall constitute a single contract. Delivery of an executed counterpart of this Amendment by facsimile or other electronic imaging means shall be effective as an original.

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

[SIGNATURE PAGES FOLLOW]

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

BORROWER: CACI INTERNATIONAL INC, a Delaware corporation

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President and Chief Financial Officer

GUARANTORS: CACI PRODUCTS COMPANY, a Delaware corporation
CACI PRODUCTS COMPANY CALIFORNIA, a California corporation
CACI, INC. - FEDERAL, a Delaware corporation
CACI, INC. - COMMERCIAL, a Delaware corporation
CACI TECHNOLOGIES, INC., a Virginia corporation
CACI DYNAMIC SYSTEMS, INC., a Virginia corporation
CACI PREMIER TECHNOLOGY, INC., a Delaware corporation
CACI MTL SYSTEMS, INC., a Delaware corporation
CACI-CMS INFORMATION SYSTEMS, INC, a Virginia corporation
CACI ENTERPRISE SOLUTIONS, INC., a Delaware corporation
R.M. VREDENBURG & CO, a Virginia corporation
CACI-WGI, INC., a Delaware corporation
CACI SECURED TRANSFORMATIONS, INC., a Florida corporation
CACI-NSR, INC., a Delaware corporation
CACI TECHNOLOGY INSIGHTS, INC., a Virginia corporation
CACI-ATHENA, INC., a Delaware corporation
BUSINESS DEFENSE AND SECURITY CORPORATION,
a Virginia corporation
CACI-ISS, INC., a Delaware corporation
CACI-SYSTEMWARE INC., a California corporation
APPLIED SYSTEMS RESEARCH, INC., a Virginia corporation
TECHNIGRAPHICS, INC., an Ohio corporation
PANGIA TECHNOLOGIES, LLC, a Nevada limited liability company
DELTA SOLUTIONS AND TECHNOLOGIES, INC. a Virginia corporation
CACI-APG, LLC, a Virginia limited liability company
PARADIGM SOLUTIONS CORPORATION, a Maryland corporation
TRINITY INFORMATION MANAGEMENT SERVICES, INC.,
a Nevada corporation
EMERGINT TECHNOLOGIES, INC., a Georgia corporation
IDL SOLUTIONS, INC., a Wisconsin corporation
SIX3 SYSTEMS, INC., a Delaware corporation
SIX3 SYSTEMS HOLDINGS II, INC ., a Delaware corporation
SIX3 ENTERPRISE SYSTEMS, LLC , a Maryland limited liability company
SIX3 ADVANCED SYSTEMS, INC ., a Virginia corporation
SIX3 INTELLIGENCE SOLUTIONS, INC ., a Virginia corporation
TICOM GEOMATICS, INC ., a Texas corporation

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President and Chief Financial Officer

CACI INTERNATIONAL INC
FIRST INCREMENTAL FACILITY AMENDMENT TO CREDIT AGREEMENT

LTC ENGINEERING ASSOCIATES, INC. , a Florida corporation

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President and Chief Financial Officer

CACI INTERNATIONAL INC
FIRST INCREMENTAL FACILITY AMENDMENT TO CREDIT AGREEMENT

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

By: /s/ Roberto Salazar
Name: Roberto Salazar
Title: Vice President

CACI INTERNATIONAL INC
FIRST INCREMENTAL FACILITY AMENDMENT TO CREDIT AGREEMENT

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

By: /s/ Larry Van Sant
Name: Larry Van Sant
Title: Senior Vice President

CAPITAL ONE NATIONAL ASSOCIATION

By: /s/ Joseph C. Costa
Name: Joseph C. Costa
Title: Senior Vice President

MANUFACTURERS AND TRADERS TRUST COMPANY

By: /s/ R. Mark Swaak
Name: R. Mark Swaak
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Mark D. Brown
Name: Mark D. Brown
Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Steven Day
Name: Steven Day
Title: Assistant Vice President

ROYAL BANK OF CANADA

By: /s/ Richard C. Smith
Name: Richard C. Smith
Title: Authorized Signatory

SUNTRUST BANK

By: /s/ Anika Kirs
Name: Anika Kirs
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Scott Santa Cruz
Name: Scott Santa Cruz
Title: Managing Director

CITIZENS BANK OF PENNSYLVANIA

By: /s/ James Fox
Name: James Fox
Title: Director

BANK OF GEORGETOWN

By: /s/ EDWARD J. GOEDECKE
Name: Edward J. Goedecke
Title: Senior Vice President

GOLDMAN SACHS BANK USA

By: /s/ Rebecca Kratz
Name: Rebecca Kratz
Title: Authorized Signatory

THE BANK OF TOKYO MITSUBISHI UFJ, LTD

By: /s/ Maria Iarriceio
Name: Maria Iarriceio
Title: Director

FIFTH THIRD BANK

By: /s/ Douglas T. Brown
Name: Douglas T. Brown
Title: Senior Vice President

XENITH BANK

By: /s/ M.C. O'Grady
Name: M.C. O'Grady
Title: Senior Vice President