

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

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**FORM 8-K**

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**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **March 12, 2026**

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**CACI International Inc**

(Exact name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-31400**  
(Commission File Number)

**54-1345888**  
(IRS Employer  
Identification No.)

**12021 Sunset Hills Road**  
**Reston, Virginia**  
(Address of Principal Executive Offices)

**20190**  
(Zip Code)

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

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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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))

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act

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## Item 1.01 Entry into a Material Definitive Agreement.

On March 12, 2026, CACI International Inc (“CACI”), the subsidiary guarantors named therein (the “Guarantors”) and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), entered into a second supplemental indenture (the “Second Supplemental Indenture”) to the indenture, dated as of June 2, 2025 (the “Base Indenture”), as supplemented by that first supplemental indenture (the “First Supplemental Indenture”), dated as of November 25, 2025 (the Base Indenture, as supplemented by the First Supplemental Indenture and the Second Supplemental Indenture, the “Indenture”), pursuant to which CACI issued (the “Offering”) \$500 million aggregate principal amount of CACI’s unsecured Senior Notes due 2033 (the “Additional Notes”), which were issued as part of the same series as CACI’s 6.375% Senior Notes due 2033 originally issued in June 2025 (the “Original Notes” and, together with the Additional Notes, the “Notes”). The Notes are unconditionally guaranteed on a senior unsecured basis by the Guarantors. Upon completion of the Offering, the total aggregate principal amount of Notes outstanding is \$1,500,000,000.

CACI sold the Additional Notes to the initial purchasers (the “Initial Purchasers”) in a private placement to persons reasonably believed to be qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended. CACI received net proceeds from the Offering of approximately \$518 million. CACI intends to use the net proceeds from the Offering to repay certain indebtedness under its revolving credit facility that was incurred to pay a portion of the purchase price of its acquisition of ARKA Group L.P. and costs and expenses related thereto.

The Notes are senior unsecured obligations of CACI and are guaranteed fully, unconditionally and jointly and severally, on a senior unsecured basis, by each of the Guarantors. The Notes bear interest at the rate of 6.375% per annum, payable semi-annually in arrears on June 15 and December 15 of each year. The first interest payment for the Additional Notes will be June 15, 2026, and will include accrued and unpaid interest from December 15, 2025 (the most recent interest payment date for the Notes). The Notes mature on June 15, 2033, unless earlier repurchased or redeemed. The Indenture contains customary covenants and events of default, which include, among other things, failure to make required payments, failure to make a Change of Control Offer (as such term is defined in the Indenture) within the required time, failure to comply with certain agreements or covenants, failure to pay or acceleration of certain other indebtedness, a guarantee being held unenforceable or invalid, certain events of bankruptcy and insolvency, and failure to pay certain judgments. An event of default under the Indenture will allow either the Trustee or the holders of at least 30% in aggregate principal amount of the then-outstanding Notes to accelerate the amounts due under the Notes.

The foregoing description of the Indenture and the Additional Notes does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the form of 6.375% Senior Notes due 2033, which are filed as Exhibit 4.1, Exhibit 4.2, Exhibit 4.3 and Exhibit 4.4 respectively, to this Current Report on Form 8-K and are 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.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

## Item 9.01 Financial Statement and Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
4.1	<a href="#">Indenture, dated as of June 2, 2025, by and among CACI International Inc, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (filed with the Securities and Exchange Commission as Exhibit 4.1 to CACI’s Form 8-K filed June 3, 2025).</a>
4.2	<a href="#">First Supplemental Indenture, dated as of November 25, 2025, by and among CACI International Inc, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee.</a>
4.3	<a href="#">Second Supplemental Indenture, dated as of March 12, 2026, by and among CACI International Inc, the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee.</a>
4.4	<a href="#">Form of 6.375% Senior Notes due 2033 (included as Exhibit A in Exhibit 4.1).</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

## SIGNATURES

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

CACI International Inc

Date: March 12, 2026

By: s/ J. William Koegel, Jr.

**J. William Koegel, Jr.**

**Executive Vice President, General Counsel and Secretary**

## FIRST SUPPLEMENTAL INDENTURE

First Supplemental Indenture (this “*Supplemental Indenture*”), dated as of November 25, 2025, between Charon Technologies, LLC, a Delaware limited liability company, CACI Ascent Vision, LLC, a Montana limited liability company, CACI Ascent Vision International, LLC, a Montana limited liability company, CACI IDT, LLC, a Virginia limited liability company, Attila Security, Inc., a Delaware corporation, CACI Azure Summit Technology, LLC, a Delaware limited liability company, Quadrint, Inc., a Missouri corporation, Quadrint Holdings, Inc., a Delaware corporation, AI Corporate Holdings, Inc., a Maryland corporation, Applied Insight Holdings, LLC, a Delaware limited liability corporation, Applied Insight, LLC, a Virginia limited liability corporation, Applied Insight Foreign Holdings, LLC, a Delaware limited liability corporation, Bridges Consulting LLC, a Delaware limited liability corporation, Digital Age Experts, LLC, a Virginia limited liability corporation, and Zavda Technologies, LLC, a Maryland limited liability corporation, (collectively, the “*Guaranteeing Subsidiaries*”), subsidiaries of CACI International Inc, a Delaware corporation (the “*Company*”), and U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Indenture*”), dated as of June 2, 2025, providing for the issuance of an unlimited aggregate principal amount of 6.375% Senior Notes due 2033 (the “*Notes*”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which each Guaranteeing Subsidiary shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture without the consent of Holders of the Notes.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Guarantors. Each Guaranteeing Subsidiary hereby agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Guarantors, including Article 10 thereof.

3. Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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4. Waiver of Jury Trial. EACH GUARANTEEING SUBSIDIARY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES, THE GUARANTEES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

5. Execution in Counterparts; Electronic Signature. This Supplemental Indenture may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. This Supplemental Indenture (or any documents executed in connection with this Supplemental Indenture) shall be valid, binding and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature, (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of Uniform Electronic Transactions Act, and/or any relevant electronic signature law, including any relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for the execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

6. Headings. The headings of the Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries.

8. Benefits Acknowledged. Upon execution and delivery of this Supplemental Indenture, each Guaranteeing Subsidiary will be subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that its obligations as a result of this Supplemental Indenture are knowingly made in contemplation of such benefits.

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

CHARON TECHNOLOGIES, LLC  
CACI ASCENT VISION, LLC  
CACI ASCENT VISION INTERNATIONAL, LLC  
CACI IDT, LLC  
ATTILA SECURITY, INC.  
CACI AZURE SUMMIT TECHNOLOGY, LLC  
QUADRINT, INC.  
QUADRINT HOLDINGS, INC.  
AI CORPORATE HOLDINGS, INC.  
APPLIED INSIGHT HOLDINGS, LLC  
APPLIED INSIGHT, LLC  
APPLIED INSIGHT FOREIGN HOLDINGS, LLC  
BRIDGES CONSULTING LLC  
DIGITAL AGE EXPERTS, LLC  
ZAVDA TECHNOLOGIES, LLC, as Guaranteeing  
Subsidiaries

By: /s/ Jeffrey D. MacLauchlan  
Name: Jeffrey D. MacLauchlan  
Title: Executive Vice President, Chief Financial Officer and Treasurer

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee

By: /s/ Eva D. Aryeetey  
Name: Eva D. Aryeetey  
Title: Vice President

## SECOND SUPPLEMENTAL INDENTURE

Second Supplemental Indenture (this “*Supplemental Indenture*”), dated as of March 12, 2026 (the “*Issue Date*”), among CACI International Inc, a Delaware corporation (the “*Company*”), the Guarantors party hereto and U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of June 2, 2025, as supplemented by that certain First Supplemental Indenture, dated as of November 25, 2025 (the “*First Supplemental Indenture*” and the Base Indenture, as supplemented by the First Supplemental Indenture and as supplemented by this Supplemental Indenture, the “*Indenture*”), providing for the issuance of an unlimited aggregate principal amount of 6.375% Senior Notes due 2033 (the “*Notes*”);

WHEREAS, pursuant to the Indenture, the Company previously issued on June 2, 2025 \$1,000,000,000 aggregate principal amount of its Notes (the “*Initial Notes*”) under the Indenture;

WHEREAS, Section 2.01 of the Indenture provides that the Company may create and issue Additional Notes ranking *pari passu* with the Initial Notes from time to time without notice to or consent of the Holders and that such Additional Notes shall be consolidated with and form a single class with the Initial Notes and shall have the same terms as to status, redemption or otherwise (other than issue date, issue price and, if applicable, the first Interest Payment Date and the first date from which interest will accrue) as the Initial Notes;

WHEREAS, Section 9.01 of the Indenture provides, among other things, that the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes and the Guarantees, without notice to or consent of any Holder, to provide for the issuance of Additional Notes under the Indenture in accordance with the terms and subject to the limitations set forth in the Indenture;

WHEREAS, the Company wishes to issue an additional \$500,000,000 aggregate principal amount of the Notes (the “*2026 Additional Notes*”) which shall be Additional Notes that will form a single class under the Indenture as the Initial Notes;

WHEREAS, in connection with the issuance of the 2026 Additional Notes, the Company has duly authorized the execution and delivery of this Supplemental Indenture to provide for the issuance of, and to establish the form and terms of, the 2026 Additional Notes as hereinafter described; and

WHEREAS, pursuant to Section 9.01(a)(14) of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture without the consent of Holders of the Notes.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

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1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Amount of 2026 Additional Notes. The aggregate principal amount of 2026 Additional Notes to be authenticated and delivered under this Supplemental Indenture on March 12, 2026, is \$500,000,000.

3. Terms of 2026 Additional Notes. As of the date hereof, the Company will issue, and the Trustee is authorized to authenticate and deliver, the 2026 Additional Notes, which constitute Additional Notes under the Indenture, having terms substantially identical to the Initial Notes (as amended and supplemented by this Supplemental Indenture), at an issue price of 102.875%, plus accrued interest from December 15, 2025. Interest on the 2026 Additional Notes shall accrue from and including December 15, 2025 and the first interest payment date for the 2026 Additional Notes will be June 15, 2026. The 2026 Additional Notes shall bear, in the case of 2026 Additional Notes sold under Rule 144A of the Securities Act, the CUSIP number of 127190AE6 and ISIN of US127190AE62 and, in the case of 2026 Additional Notes sold under Regulation S of the Securities Act, the temporary CUSIP number of U12282AB2 and temporary ISIN of USU12282AB20, which the Issuer will cause to be replaced with the CUSIP number of U12282AA4 and ISIN of USU12282AA47 following the date that is 40 days after the Issue Date and upon compliance with the procedures of the Depository. The Initial Notes and the 2026 Additional Notes shall be treated as a single class for all purposes under the Indenture.

4. Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Waiver of Jury Trial. EACH OF THE COMPANY, THE GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES, THE GUARANTEES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

6. Execution in Counterparts; Electronic Signature. This Supplemental Indenture may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. This Supplemental Indenture (or any documents executed in connection with this Supplemental Indenture) shall be valid, binding and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature, (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of Uniform Electronic Transactions Act, and/or any relevant electronic signature law, including any relevant provisions of the Uniform Commercial Code (collectively, “*Signature Law*”), in each case to the extent applicable. Each faxed, scanned or photocopied manual signature, or other

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electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for the execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

7. Headings. The headings of the Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

8. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein.

9. Continued Effect. Except as expressly supplemented and amended by this Supplemental Indenture, the Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Indenture (as supplemented and amended by this Supplemental Indenture) is in all respects hereby ratified and confirmed. This Supplemental Indenture and all the terms and conditions of this Supplemental Indenture, with respect to the 2026 Additional Notes, shall be and be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

*[Signatures Pages Follow]*

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

CACI INTERNATIONAL INC  
CACI TECHWORX, INC.  
CACI ASIA, LLC  
CACI DYNAMIC SYSTEMS, LLC  
CACI ENTERPRISE SOLUTIONS, LLC  
CACI NSS, LLC  
CACI PREMIER TECHNOLOGY, LLC  
CACI PRODUCTS COMPANY  
CACI PRODUCTS COMPANY CALIFORNIA  
CACI SECURED TRANSFORMATIONS, LLC  
CACI TECHNOLOGIES, LLC  
CACI, INC. - FEDERAL  
CACI, LLC - COMMERCIAL  
CACI-ATHENA, LLC  
CACI-CMS INFORMATION SYSTEMS, LLC  
CACI-ISS, LLC  
CACI-WGI, LLC  
SIX3 ADVANCED SYSTEMS, INC.  
CACI ENTERPRISE SYSTEMS, LLC  
CACI INTELLIGENCE SOLUTIONS, LLC  
CACI ADVANCED SOLUTIONS, LLC  
CACI GEOMATICS, INC.  
CACI AXIOS TECHNOLOGIES, INC.  
CACI LGS INNOVATIONS LLC  
BLUESTONE ANALYTICS LLC  
NEXT CENTURY CORPORATION  
CACI MASTODON DESIGN LLC  
CHARON TECHNOLOGIES, LLC  
CACI ASCENT VISION, LLC  
CACI ASCENT VISION INTERNATIONAL, LLC  
CACI IDT, LLC  
ATTILA SECURITY, INC.  
CACI AZURE SUMMIT TECHNOLOGY, LLC  
QUADRINT, INC.  
QUADRINT HOLDINGS, INC.  
AI CORPORATE HOLDINGS, INC.  
APPLIED INSIGHT, LLC  
APPLIED INSIGHT HOLDINGS, LLC  
APPLIED INSIGHT FOREIGN HOLDINGS, LLC  
BRIDGES CONSULTING LLC  
DIGITAL AGE EXPERTS, LLC  
ZAVDA TECHNOLOGIES, LLC

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By: /s/ Jeffrey D. MacLauchlan

Name: Jeffrey D. MacLauchlan

Title: Executive Vice President, Chief Financial Officer and Treasurer

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U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee

By: /s/ Eva D. Aryeetey  
Name: Eva D. Aryeetey  
Title: Vice President