

CACI INTERNATIONAL INC /DE/

FORM 8-K

(Current report filing)

Filed 06/02/09 for the Period Ending 05/27/09

Address	1100 N GLEBE ST ARLINGTON, VA 22201
Telephone	7038417800
CIK	0000016058
Symbol	CACI
SIC Code	7373 - Computer Integrated Systems Design
Industry	Computer Services
Sector	Technology
Fiscal Year	06/30

U. S. SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

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

May 27, 2009
(Date of Report—Date of Earliest Event Reported)

CACI International Inc
(Exact name of registrant as specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

000-31400
(Commission file number)

54-1345899
(IRS Employer
Identification No.)

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

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

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

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

On May 27, 2009, CACI International Inc and certain of its subsidiaries entered into an amendment (the "Fourth Amendment") to its Credit Agreement with certain lenders and Bank of America, N.A., as Administrative Agent.

The purpose of the Fourth Amendment is to facilitate the funding of foreign acquisitions, by introducing a foreign investment basket of up to \$55,000,000 that will enable CACI and its United States subsidiaries to invest in CACI's foreign subsidiaries for the express purpose of paying the purchase price of permitted acquisitions under the Credit Agreement. The Fourth Amendment does not alter the definition of "Permitted Acquisition" under the Credit Agreement.

All other terms of the Credit Agreement remain substantially the same. For additional information, please refer to the descriptions of (i) the Credit Agreement in CACI's Form 10-K, filed September 13, 2004, (ii) the First Amendment to the Credit Agreement in CACI's Current Report on Form 8-K, event date May 18, 2005, filed May 18, 2005, (iii) the Second Amendment to the Credit Agreement in CACI's Current Report on Form 8-K, event date May 9, 2007, filed May 11, 2007, (iv) the Commitment Agreement to the Credit Agreement in CACI's Current Report on Form 8-K, event date August 28, 2008, filed September 4, 2008, and (v) the Third Amendment to the Credit Agreement in CACI's Current Report on Form 8-K, event date August 28, 2008, filed September 4, 2008, which descriptions are incorporated herein by reference.

Copies of the Credit Agreement, the First Amendment, the Second Amendment, the Commitment Agreement, the Third Amendment and the Fourth Amendment are filed as Exhibits 10.1 through 10.6 hereto and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

<u>Exhibit Number</u>	<u>Description</u>
10.1	The Credit Agreement dated May 3, 2004, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 10.21 to CACI's Form 10-K, filed September 13, 2004).
10.2	First Amendment dated May 18, 2005 to the Credit Agreement dated May 3, 2004, between CACI International Inc, Bank of America, N.A. and a consortium of participating banks (incorporated by reference to Exhibit 99 to CACI's Current Report on Form 8-K, event date May 18, 2005, filed May 18, 2005).
10.3	Second Amendment, dated May 9, 2007, to the Credit Agreement dated as of May 3, 2004 among CACI International Inc, the guarantors identified therein, the lenders identified therein, and Bank of America, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 to CACI's Current Report on Form 8-K, event date May 9, 2007, filed May 11, 2007).

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- 10.4 Commitment Agreement, dated as of August 28, 2008, to the Credit Agreement dated as of May 3, 2004, among CACI International Inc, the guarantors identified therein, the lenders identified therein, and Bank of America, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.4 to CACI's Current Report on Form 8-K, event date August 28, 2008, filed September 4, 2008).
- 10.5 Third Amendment, dated August 28, 2008, to the Credit Agreement dated as of May 3, 2004 among CACI International Inc, the guarantors identified therein, the lenders identified therein, and Bank of America, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.5 to CACI's Current Report on Form 8-K, event date August 28, 2008, filed September 4, 2008).
- 10.6* Fourth Amendment, dated May 27, 2009, to the Credit Agreement dated as of May 3, 2004 among CACI International Inc, the guarantors identified therein, the lenders identified therein, and Bank of America, N.A., as Administrative Agent.

* filed herewith

SIGNATURE

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

CACI International Inc

By: _____ /s/

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

Dated: June 1, 2009

FOURTH AMENDMENT

THIS FOURTH AMENDMENT (this “Amendment”) dated as of May 27, 2009 to the Credit Agreement referenced below is by and among CACI INTERNATIONAL INC, a Delaware corporation (the “Borrower”), the Subsidiaries of the Borrower identified as “Guarantors” on the signature pages hereto and BANK OF AMERICA, N.A., as Administrative Agent.

WITNESSETH

WHEREAS, a revolving credit and term loan facility has been extended to the Borrower pursuant to the Credit Agreement (as amended, modified, supplemented and extended from time to time, the “Credit Agreement”) dated as of May 3, 2004 among the Borrower, the Guarantors identified therein, the Lenders identified therein and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer;

WHEREAS, the Borrower has requested certain modifications to the Credit Agreement;

WHEREAS, the Required Lenders have agreed to the requested modifications on the terms set forth herein and have authorized and directed the Administrative Agent to enter into this Amendment on their behalf; and

WHEREAS, the Administrative Agent has entered into this Amendment on behalf of itself and the Lenders.

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

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

2. Amendments. In Section 8.02 of the Credit Agreement clauses (n) and (o) are renumbered as (o) and (p) and a new clause (n) is inserted to read as set forth below:

(n) Investments by the Borrower or any Domestic Subsidiary in any Foreign Subsidiary used by such Foreign Subsidiary solely to pay the purchase price of Permitted Acquisitions, provided that the aggregate outstanding amount of such Investments shall not at any time exceed the lesser of (i) \$55 million and (ii) the aggregate Acquisition Consideration permitted to be paid by the Borrower and its Subsidiaries under clause (e) of the definition of “Permitted Acquisition” in Section 1.01 of the Credit Agreement.

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

(a) receipt by the Administrative Agent of counterparts of this Amendment executed by the Loan Parties;

(b) receipt by the Administrative Agent of consents from the Required Lenders authorizing and directing the Administrative Agent to enter into this Amendment on their behalf; and

(c) payment by the Borrower to the Administrative Agent, for the ratable benefit of each Lender that executes and delivers this Amendment by May 27, 2009 (each an “Approving Lender”), of an amendment fee equal to five basis points (0.05%) on each Approving Lender’s Revolving Commitment and the outstanding principal amount of the Term B-2 Loan held by each Approving Lender.

4. Reaffirmation of Representations and Warranties . Each Loan Party represents and warrants that, except as affected by this Amendment and the matters referenced herein, the representations and warranties set forth in the Loan Documents are true and correct as of the date hereof (except those that expressly relate to an earlier period).

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

6. Reaffirmation of Security Interests . Each Loan Party (a) affirms that each of the Liens granted in or pursuant to the Loan Documents are valid and subsisting and (b) agrees that this Amendment shall in no manner impair or otherwise adversely effect any of the Liens granted in or pursuant to the Loan Documents.

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

8. Counterparts; Delivery . This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Amendment by facsimile or other electronic imaging means shall be effective as an original and shall constitute a representation that an original shall be delivered.

9. 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, each of the parties hereto has caused a counterpart of this Fourth Amendment to be duly executed and delivered as of the date first above written.

BORROWER: CACI INTERNATIONAL INC, a Delaware corporation

By: _____ /s/ Thomas Mutryn
Name: Thomas Mutryn
Title: Executive Vice President & CFO

GUARANTORS: CACI PRODUCTS COMPANY, a Delaware corporation
CACI PRODUCTS COMPANY CALIFORNIA, a California corporation
CACI, INC. - FEDERAL, a Delaware corporation
CACI, INC. - COMMERCIAL, a Delaware corporation
CACI TECHNOLOGIES, INC., a Virginia corporation
CACI DYNAMIC SYSTEMS, INC., a Virginia corporation
CACI PREMIER TECHNOLOGY, INC., a Delaware corporation
CACI MTL SYSTEMS, INC., a Delaware corporation
CACI SYSTEMS, INC., a Virginia corporation
CACI-CMS INFORMATION SYSTEMS, INC., a Virginia corporation
CACI ENTERPRISE SOLUTIONS, INC., a Delaware corporation
R.M. VREDENBURG & CO., a Virginia corporation
CACI-WGI, INC., a Delaware corporation
CACI SECURED TRANSFORMATIONS, INC., a Florida corporation
CACI-NSR, INC., a Delaware corporation
CACI TECHNOLOGY INSIGHTS, INC., a Virginia corporation
CACI-ATHENA, INC., a Delaware corporation
BUSINESS DEFENSE AND SECURITY CORPORATION, a Virginia corporation
IPA INTERNATIONAL, INC., a Virginia corporation
CACI-ISS, INC., a Delaware corporation
CACI-IQM, INC., a Virginia corporation

By: _____ /s/ Thomas Mutryn
Name: Thomas Mutryn
Title: Executive Vice President & CFO

ADMINISTRATIVE
AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent for and on behalf of the Lenders

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