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**Section 1: 8-K (FORM 8-K)**

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**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): December 28, 2018**

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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.)

**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)

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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))

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 December 28, 2018, CACI, Inc. – Federal, a wholly-owned subsidiary of CACI International Inc (the “Company”), and certain of its subsidiaries (the “Sellers”) entered into a Master Accounts Receivable Purchase Agreement (the “Purchase Agreement”), among the Sellers, the Company, MUFG Bank, Ltd., as administrative agent (the “Agent”), and certain purchasers party thereto.

The Purchase Agreement establishes a committed, one-year facility (the “Facility”) that provides for up to \$200 million (the “Facility Limit”) in funding based on the availability of eligible receivables and the satisfaction of certain conditions. The Facility Limit may be reduced or increased from time to time pursuant to the terms of the Purchase Agreement. In connection with the Facility, the Company entered into a Performance Undertaking (the “Performance Undertaking”) in favor of the Agent that guarantees the obligations of the Sellers under the Purchase Agreement.

Under the Facility, the Sellers will sell certain designated eligible receivables, including both receivables that have already been billed under an invoice and also certain unbilled receivables arising from contracts where the Sellers have performed work under a “cost plus fixed fee,” “time and materials,” or “cost plus award or incentive fee” contract, although the Sellers will not be permitted to sell unbilled receivables related to any award or incentive fees under such contracts. The structured transaction results in the continuous non-recourse true sale of the purchased eligible receivables.

The Company expects to use the proceeds from receivables sales under the Facility for general corporate purposes.

The description of the Facility contained herein is qualified in its entirety by the terms of the Purchase Agreement and the Performance Undertaking, which are filed as Exhibit 10.1 and Exhibit 10.2 hereto, respectively, 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**

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.

### **Item 9.01 Financial Statement and Exhibits.**

<b>Exhibit Number</b>	<b>Description</b>
10.1	<u>Master Accounts Receivable Purchase Agreement, dated December 28, 2018, among CACI, International Inc, CACI, Inc. – Federal, certain subsidiaries from time to time party thereto, MUFG Bank, Ltd., as Administrative Agent, and certain purchasers from time to time party thereto.</u>
10.2	<u>Performance Undertaking, dated December 28, 2018, made by CACI International Inc in favor of MUFG Bank, Ltd., as Administrative Agent, for the benefit of the purchasers.</u>

**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: January 4, 2019

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

**J. William Koegel, Jr.**

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

EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
10.1	<u>Master Accounts Receivable Purchase Agreement, dated December 28, 2018, among CACI, International Inc, CACI, Inc. – Federal, certain subsidiaries from time to time party thereto, MUFG Bank, Ltd., as Administrative Agent, and certain purchasers from time to time party thereto.</u>
10.2	<u>Performance Undertaking, dated December 28, 2018, made by CACI International Inc in favor of MUFG Bank, Ltd., as Administrative Agent, for the benefit of the purchasers.</u>

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**Section 2: EX-10.1 (EX-10.1)**

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**MASTER ACCOUNTS RECEIVABLE PURCHASE AGREEMENT**

**among**

**CACI INTERNATIONAL INC**

**as Seller Representative**

**and**

**CACI, INC. - FEDERAL  
and certain of its Subsidiaries**

**as Sellers**

**the PURCHASERS party hereto**

**and**

**MUFG BANK, LTD.,  
as the Administrative Agent**

**Dated as of December 28, 2018**

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**MASTER ACCOUNTS RECEIVABLE PURCHASE AGREEMENT**

**MASTER ACCOUNTS RECEIVABLE PURCHASE AGREEMENT**, dated as of December 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), among **CACI INTERNATIONAL INC.**, a Delaware corporation ("**CACI**"), **CACI, INC. - FEDERAL**, a Delaware corporation ("**CACI Federal**", an "**Initial Seller**" and a "**Seller**") certain of CACI Federal's Subsidiaries party hereto (each, an "**Initial Seller**" and a "**Seller**") and each Additional Seller (as defined below) that becomes a party hereto (each, a "**Seller**", and collectively, the "**Sellers**"), each **PURCHASER** party hereto and **MUFG BANK, LTD.** ("**MUFG**"), as administrative agent for the Purchasers (the "**Administrative Agent**").

**RECITAL:**

From time to time during the term hereof, each Seller may sell accounts receivable to the Purchasers, and the Purchasers will purchase such accounts receivable from such Seller, in each case, on the terms and subject to the conditions set forth in this Agreement.

**SECTION 1. DEFINITIONS AND INTERPRETATION**

*Section 1.1      Definitions*

In this Agreement, the following terms shall have the meanings ascribed thereto:

"**Account Control Agreement**" means a deposit account control agreement with respect to a Seller Account, in form and substance reasonably satisfactory to the parties thereto, among the applicable Seller or Seller Representative (in its capacity as owner of the Seller Account), the Administrative Agent or, with respect to any Seller Account subject to the Intercreditor Agreement, the Revolver Agent and the applicable depository institution.

"**Accrued Aggregate Unreimbursed Purchase Discount**" means, in relation to a given Settlement Date or Termination Settlement Date, as applicable, the portion of the Aggregate Unreimbursed Purchase Discount accrued during the immediately preceding Settlement Period.

"**Additional Seller**" as defined in Section 14.20.

"**Additional Seller Conditions Precedent**" means, in respect of any proposed Additional Seller, that (i) each Purchaser's know-your-customer requirements with respect to such proposed Additional Seller have been satisfied; (ii) the CACI Performance Undertaking covering the obligations of such proposed Additional Seller has been issued and is in full force and effect; and (iii) that the Additional Seller has delivered any documents and opinions requested by the Administrative Agent in its reasonable discretion, it being understood that deliverables shall be consistent with the conditions precedent described in Section 8.1; provided that no true sale opinion will be required.

"**Adjusted Discount**" means, with respect to any Purchased Receivable for a Settlement Period, an amount determined as follows:

"**Adjusted Discount**" =  $NFV \times DR \times (Days / 360)$ , in which:

<u>Term</u>	<u>Definition</u>
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"NFV" equals	Net Face Value of such Purchased Receivable as of the first day of such Settlement Period
"DR" equals	Adjusted Discount Rate applicable to such Purchased Receivable
"Days" equals	Number of days in such Settlement Period

"Adjusted Discount Rate" means, with respect to any Purchased Receivable during any Settlement Period, a rate per annum equal to the sum of (i) LIBOR as determined by the Administrative Agent for an assumed interest period of one month commencing two (2) Business Days prior to the first day of such Settlement Period, plus (ii) the Applicable Margin.

"Adjusted Purchase Price" as defined in Section 2.3.

"Administration Fee" as defined in Section 3.5.

"Adverse Claim" means any mortgage, assignment, security interest, pledge, lien or other encumbrance securing any obligation of any Person or any other type of adverse claim or preferential arrangement having a similar effect (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof), in each case other than as arising under this Agreement.

"Administration Fee Letter" means a fee letter between the Seller Representative and MUFG as Administrative Agent regarding any fees to be paid by MUFG in its role as Administrative Agent.

"Administrative Agent's Account" means the account of the Administrative Agent located at MUFG with account number 0820001155, or such other account as notified to the Seller Representative from time to time by the Administrative Agent in writing.

"Affiliate" means, as to any Person, any other present or future Person controlling, controlled by or under common control with, such Person.

"Aggregate Commitments" means the sum of the Commitments of the Purchasers.

"Aggregate Unreimbursed Purchase Discount" means, as of any Reconciliation Date, with respect to all outstanding Purchased Receivables for which the Administrative Agent elected, in accordance with Section 2.3, not to deduct the Discount from the Net Face Value when calculating the Purchase Price or Adjusted Purchase Price of such Purchased Receivables, an amount equal to the aggregate of all Adjusted Discounts for such Purchased Receivables for the Settlement Period ending on such Reconciliation Date, which Adjusted Discounts otherwise have not been paid by the Seller Representative or any Seller to the Administrative Agent by deposit into the Administrative Agent's Account.

"Agreement" as defined in the preamble hereto.

"Anti-Corruption Laws" means the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and other similar anti-corruption legislation in other jurisdictions applicable to any Seller or its Subsidiaries.

"Anti-Terrorism Laws" means each of: (a) the Executive Order; (b) the PATRIOT Act; (c) the Money Laundering Control Act of 1986, 18 U.S.C. Sect. 1956 and any successor statute thereto; (d) the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada); (e) the Bank Secrecy Act, and the rules and

regulations promulgated thereunder; and (f) any other applicable Law of the United States, Canada or any member state of the European Union now or hereafter enacted to monitor, deter or otherwise prevent: (i) terrorism or (ii) the funding or support of terrorism or (iii) money laundering.

“Applicable Margin” means 0.83%, *per annum*.

“Approved Obligor” means each Obligor listed on Schedule A-1, as the same may be updated from time to time in accordance with Sections 14.21 and 14.22.

“Approved Obligor Buffer Period” means for each Approved Obligor, the number of days set forth under the heading “Approved Obligor Buffer Period” for such Approved Obligor on Schedule A-1.

“Approved Obligor Termination Event” means, with respect to a particular Approved Obligor, (i) the occurrence of a Shutdown of the U.S. Government affecting such Approved Obligor that lasts at least five (5) Business Days or (ii) the occurrence of a Non-Payment Event.

“Asset Interest” as defined in Section 2.1(b).

“Assignment and Assumption” means, an assignment and assumption agreement on customary market terms in form reasonably acceptable to the Administrative Agent.

“Beneficial Ownership Rule” means 31 C.F.R. § 1010.230.

“Billed Receivable” means a Receivable which is evidenced by an Invoice.

“Business Day” means a day that is not a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to remain closed; provided that, when used in connection with determining LIBOR, the term “Business Day” shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

“CACI” as defined in the preamble hereto.

“CACI Performance Undertaking” means the Performance Undertaking, dated as of December 28, 2018, by CACI, in favor of the Administrative Agent, for the benefit of the Purchasers.

“Capital Lease” means, with respect to any Person, any lease of any property by such Person as lessee which would, in conformity with GAAP, be required to be accounted for as a capital lease on the balance sheet of such Person.

“Closing Date” means, subject to Section 8.1, the date of this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collections” means, with respect to any Purchased Receivable, all payments made on such Purchased Receivable and any other payments, receipts or recoveries received by a Seller with respect to such Purchased Receivable.

“Commitment” means, as to each Purchaser, its obligation to purchase Asset Interests in Purchased Receivables pursuant to Section 2.1(b), in an aggregate amount at any one time outstanding not to exceed the amount set forth opposite such Purchaser’s name on Schedule D or in the Assignment and

Assumption pursuant to which such Purchaser becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“Contract” means, with respect to any Receivable, the applicable contract, task order or purchase order with respect to such Receivable between a Seller and the applicable Approved Obligor, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“Conversion Date” as defined in Section 2.9.

“Conversion Date Adjustment Amount” means, with respect to each Eligible Unbilled Receivable that is the subject of a Conversion Date, the positive difference, if any, between (a) the amount payable by the applicable Approved Obligor with respect to such Purchased Receivable immediately prior to its Conversion Date and (b) the amount payable by the applicable Approved Obligor with respect to such Purchased Receivable immediately upon giving effect to its Conversion Date.

“Credit Agreement” means that certain Credit Agreement, dated as of October 21, 2010, among CACI and certain of its Subsidiaries, the lenders named therein and Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer, as amended, restated, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time.

“Debt” means, with respect to any Person, (a) indebtedness of such Person for borrowed money, (b) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments and (c) obligations of such Person as lessee under Capital Leases; provided that “Debt” shall not include borrowings against the cash surrender value of life insurance policies covering employees of such Person or its Affiliates and owned by such Person or its Affiliates so long as (i) recourse for such borrowings is limited to such policies and the proceeds thereof, (ii) any value assigned to such policies on the consolidated financial statements of such Person and its Subsidiaries is net of the amount of such borrowings, (iii) trade and other ordinary course payables and accrued expenses of such Person arising in the ordinary course of business, (iv) prepaid or deferred revenue of such Person arising in the ordinary course of business, (v) purchase price holdbacks of such Person arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy unperformed obligations of the seller of such asset, (vi) purchase price holdbacks of such Person arising in connection with an acquisition until such purchase price holdbacks become a liability on the balance sheet of such Person in accordance with GAAP and (vii) earn-out obligations of such Person until such obligations become a liability on the balance sheet of such Person in accordance with GAAP.

“Deemed Repurchase” as defined in Section 2.2.

“Defaulting Purchaser” means, subject to Section 2.11(c), any Purchaser that (a) has failed to (i) fund all or any portion of such Purchaser’s Pro Rata Share of any Payment Amount by the time such amount was required to be funded hereunder unless such Purchaser notifies the Administrative Agent and the Seller Representative in writing that such failure is the result of such Purchaser’s good faith determination that one or more of the conditions precedent to funding (specifically identified in writing and including the particular default if any) has not been satisfied, or (ii) pay to the Administrative Agent or any other Purchaser any other amount required to be paid by it hereunder within two Business Days of the date when such payment is due, (b) has notified the Seller Representative, any Seller, the Administrative Agent, or any Purchaser in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to the effect that it does not intend to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that

such position is based on such Purchaser's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after written request by the Administrative Agent or the Seller Representative, to confirm in writing to the Administrative Agent and the Seller Representative that it will comply with its prospective funding obligations hereunder (provided that such Purchaser shall cease to be a Defaulting Purchaser pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Seller Representative) or (d) has, or has a direct or indirect parent company that has, (i) become the subject of an Insolvency Event; provided that a Purchaser shall not be a Defaulting Purchaser solely by virtue of the ownership or acquisition of any equity interest in that Purchaser or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Purchaser with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Purchaser (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Purchaser. Any determination by the Administrative Agent that a Purchaser is a Defaulting Purchaser under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Purchaser shall be deemed to be a Defaulting Purchaser (subject to Section 2.11(c)) upon delivery of written notice of such determination to the Seller Representative and each Purchaser.

"Designated Project" means each project with respect to an Approved Obligor and listed on Schedule A-2, with each such project to be identified by a specific project number on the applicable Seller's accounts receivable platform and, as the same may be updated by the Seller Representative from time to time in accordance with Sections 14.23.

"Dilution" means, with respect to any Receivable, (a) any discount, adjustment, deduction, or reduction (including, without limitation, as a result of any rate variance under the related Contract or as a result of any set-off whatsoever effected by the Approved Obligor, whether in relation to a payment obligation, tax or other amount payable by a Seller to such Approved Obligor (or any other branch or agency of the U.S. Government)), in each case, that would have the effect of reducing the amount of part or all of such Receivable and (b) the Conversion Date Adjustment Amount (if any) with respect to such Receivable.

"Discounted Purchase Price" as defined in Section 2.3.

"Discount Period" means, with respect to any Receivable the number of days from (and including) the applicable Purchase Date of such Receivable to (but not including) the date which is the last day of the Approved Obligor Buffer Period for the Approved Obligor of such Receivable following the Maturity Date of such Receivable.

"Discount Rate" means, with respect to any Receivable, a rate *per annum* equal to the sum of (i) the one-month LIBOR plus (ii) the Applicable Margin.

"Dispute" means, with respect to any Receivable, any Dilution with respect to such Receivable (other than any Dilutions specifically taken into account in determining the Purchase Price for such Receivable), or any refusal to pay as a result of any bona fide dispute, deduction, claim, offset, defense, counterclaim, discount, retainage, allowance, or warranty issue of any kind between a Seller and the applicable Approved Obligor (or any of their respective affiliates) relating to such Receivable, including, without limitation, any products liability claim arising out of or in connection with such Receivable, in each case, which is reasonably likely to reduce the amount due and payable by any Approved Obligor with respect to such Receivable.

“Dollar” and “\$” means the lawful currency of the United States of America.

“Eligible Receivable” means a Receivable backed by the full faith and credit of the U.S. Government and arising from the sale of Goods and Services pursuant to a Contract arising from a Designated Project with an Approved Obligor, including Receivables that have been billed pursuant to an Invoice and Eligible Unbilled Receivables; provided that, with respect to each Eligible Receivable that is a Billed Receivable, such Receivable shall not be past due; provided further that Eligible Receivables shall not include any Receivable, the Obligor of which has agreed to pay such Receivable via credit card; provided further that any Receivable originated or sold during a Shutdown of the U.S. Government will be a Non-Affected Receivable.

“Eligible Unbilled Receivable” means a Receivable arising from a “cost plus fixed fee” or “time and materials” Contract or a “cost plus award or incentive fee” Contract (but excluding the fee portion of such Contract), in each case, where work has been performed by the relevant Seller and revenue has been recognized in accordance with GAAP, thereby generating an unbilled receivable balance and such Receivable has been recorded in the Seller’s general ledger system and reported to the Administrative Agent on the applicable Portfolio Report, including those Receivables that are unbilled due to “administrative delays” but excluding, without limitation, Excluded Unbilled Receivables.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to the Administrative Agent or any Purchaser or required to be withheld or deducted from a payment to the Administrative Agent or such Purchaser, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, imposed as a result of the Administrative Agent or such Purchaser (i) being organized under the laws of, or having its principal office in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) having a present or former connection with the jurisdiction imposing such Tax (other than any such connection arising solely from the Administrative Agent or such Purchaser, as applicable, having executed, delivered, become a party to, performed its obligations under, received payments under or enforced this Agreement), (b) Taxes attributable to the Administrative Agent’s or such Purchaser’s failure to provide tax forms to the Seller Representative in accordance with Section 12.1 and (c) any U.S. federal withholding Taxes imposed under FATCA.

“Excluded Unbilled Receivables” means each of the following: (i) any unbilled receivable arising under any Contract with “estimate at completion” adjustments; (ii) any unbilled receivable arising under a firm-fixed price Contract where the account debtor is billed less than the amount to be received under the Contract (based on the “percentage-of-completion” method of revenue recognition); (iii) any unbilled receivable arising under a Contract where the account debtor is billed in excess of the costs incurred to date; (iv) any unbilled receivable in respect of projects where the applicable Seller starts working prior to obtaining a signed Contract (unless a pre-authorization letter in respect of such Contract was executed by the contracting officer); (v) any unbilled receivable arising under a Contract based on milestone billing periods; (vi) any award or incentive fee structures where the applicable Seller is unable to bill for the award or fee until the government awards the fee through a formal contract modification or approval process; and (vii) if an Unbilled Receivables Ratings Event has occurred, any unbilled receivable.

“Executive Order” means Executive Order No. 13224 on Terrorist Financings: Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism issued on September 23, 2001.

“FACA” means the Federal Assignment of Claims Act, 41 U.S.C. § 15, as supplemented by the Federal Acquisition Regulations, 48 C.F.R.

“Facility Activation Date” means, subject to Section 8.2, the date of the initial purchase of Receivables under this Agreement.

“Facility Suspension Event” means (i) the occurrence of a Servicer Replacement Event, (ii) any disclaimer of its obligations by the guarantor under the CACI Performance Undertaking or failure of the CACI Performance Undertaking to be in full force and effect or (iii) any disclaimer of its obligations by the Revolver Agent under the Intercreditor Agreement or failure of the Intercreditor Agreement to be in full force and effect.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement, any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

“Final Collection Date” means the Business Day following the termination of purchases under this Agreement on which all amounts to which the Purchasers shall be entitled in respect of Purchased Receivables and all other amounts owing to the Administrative Agent and the Purchasers hereunder and under the other Purchase Documents are paid in full.

“Final Maturity Date” means the Maturity Date of the last outstanding Purchased Receivable.

“Funded Amount” means, as of any date of determination, the difference between (a) the sum of all Purchase Prices paid hereunder and (b) the sum of all Collections actually received by the Administrative Agent by deposit into the Administrative Agent’s Account.

“GAAP” means United States generally accepted accounting principles in effect as of the date of determination thereof.

“Goods and Services” means, with respect to any Receivable, those goods sold by a Seller to the applicable Approved Obligor and any related services provided by such Seller to such Approved Obligor pursuant to the applicable Contract.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Increase Effective Date” as defined in Section 2.10(d).

“Indemnified Liabilities” as defined in Section 14.1.

“Indemnified Party” as defined in Section 14.1.

“Indemnified Taxes” means Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Seller under this Agreement.

“Ineligible Assignee” means any Person whose primary business is to engage in the sale or provision of information technology services as determined by the Seller Representative in good faith based on publicly available information.

“Initial Seller” as defined in the preamble hereto.

“Insolvency Event” means, with respect to any Person, such Person (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); or (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; or (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; or (iv) institutes or has instituted against it a proceeding seeking judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditor’s rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within sixty (60) days of the institution or presentation thereof; or (v) has a resolution passed for its winding-up, official management or liquidation; or (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; or (vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within sixty (60) days thereafter, or (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) (inclusive), or (ix) takes any corporate or other organizational action to authorize any of the foregoing.

“Intercreditor Agreement” means that certain Intercreditor Agreement, dated on or about the date hereof, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and among the Purchaser, the Revolver Agent, CACI and the Seller Representative on behalf of the Sellers.

“Invoice” means, with respect to any Receivable, the invoice with respect to such Receivable issued by a Seller to the applicable Approved Obligor for the payment for the applicable Goods and Services supplied provided pursuant to the applicable Contract.

“Joinder Agreement” means a joinder agreement, in the form of Exhibit B hereto.

“Late Payment Amount” as defined in Section 3.1.

“Law” means any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Governmental Authority.

“LIBOR” means, for any period, an interest rate *per annum* equal to the Intercontinental Exchange Benchmark Administration Ltd. (or the successor thereto if it is no longer making such rates available) LIBOR Rate (“ICE LIBOR”), as published from time to time by Reuters (currently Reuters LIBOR01 page) (or any other commercially available source providing quotations of ICE LIBOR as designated by the Administrative Agent from time to time) as of 11:00 a.m. (London time) on the second Business Day preceding such period for deposits in USD with a term approximately equal to such period. If such rate is not available at such time for any reason, then LIBOR shall be a rate *per annum* equal to the average (rounded upwards if necessary to the nearest 1/100th of 1%) of the rates per annum at which deposits in USD with a term approximately equal to such period in a principal amount substantially equal to the applicable Purchase Price are offered to the principal London office of the Administrative Agent by three London banks, reasonably selected by the Administrative Agent in good faith. Notwithstanding the foregoing, (i) if the LIBOR shall be less than zero, such rate shall be deemed zero for purposes of this Agreement and (ii) in the event the applicable interest rate is not available for the term in question, the

interest rate for such term will be determined by linear interpolation of the rates available for maturities next higher and next shorter than the relevant term.

“Material Adverse Effect” as defined in Section 9.1(a).

“Maturity Date” means, with respect to any Receivable, the date on which such Receivable becomes due and payable as set forth in the applicable Invoice; provided that, for the purpose of calculating the Discount Period for an Eligible Unbilled Receivable, the Maturity Date shall be deemed to be the date falling 120 days after the Purchase Date related to such Eligible Unbilled Receivable (it being understood that, from and including the Conversion Date for any such Purchased Receivable, the Maturity Date thereof shall be the date upon which such Purchased Receivable becomes due and payable as set forth in the applicable Invoice).

“Maximum Funded Amount” means the lesser of (a) the Total Outstanding Amount and (b) the Aggregate Commitments.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto that is a nationally recognized statistical rating organization.

“Net Face Value” means, with respect to any Receivable, the amount payable by the applicable Approved Obligor under the applicable Invoice, net of any Taxes and any Dilutions specifically taken into account in determining the Purchase Price for such Receivable as of the applicable Purchase Date.

“New Purchaser” as defined in Section 2.10(c).

“Non-Affected Receivable” means any Receivable originated or sold during a Shutdown of the U.S. Government where the Approved Obligor owing on such receivable is not affected by such Shutdown and is not prevented from making payments to the applicable Seller or the Administrative Agent (for the ratable benefit of the Purchasers) on such Receivable.

“Non-Payment Event” as defined in Section 5.4.

“Obligor” means, with respect to any Receivable, the Person that is obligated to make payments in respect of such Receivable pursuant to the applicable Contract.

“OFAC” has the meaning set forth in the definition of Sanctioned Person.

“Overdue Receivable” as defined in Section 5.4.

“Participant” as defined in Section 14.6(d).

“PATRIOT Act” as defined in Section 14.18.

“Payment Amount” means, as of any given Settlement Date, the difference between (a) the Maximum Funded Amount minus the Funded Amount and (b) the Accrued Aggregate Unreimbursed Purchase Discount minus any Servicing Fee payable to the Seller Representative (for the benefit of the Sellers) on such Settlement Date plus any other amounts owing to the Administrative Agent or any Purchaser by a Seller under this Agreement as of such Settlement Date; provided, however, that if the Administrative Agent does not receive (on or before 12:00 p.m. (New York time)) the full amount of any funding expected from the Purchasers, then any positive Payment Amount will be reduced to \$0 in accordance with Section 2.2.



“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Portfolio Report” means (a) at all times prior to the Termination Date, a servicing report in the form of Exhibit A-1 or, if permitted by Section 6.1, in the form of Exhibit A-2, as applicable, or otherwise in form and substance reasonably satisfactory to the Administrative Agent and the Seller Representative and (b) at all times on and following the Termination Date, a report in form and substance reasonably satisfactory to the Administrative Agent and the Seller Representative, and containing (without limitation) the following information: (i) a list clearly identifying all outstanding Purchased Receivables, (ii) the amount of all Collections received during the immediately preceding Settlement Period, together with details as to the Purchased Receivables in respect of which such Collections were received and (iii) aging reports with respect to each Purchased Receivable outstanding at such time.

“Prime Commercial Rate” means the rate of interest most recently published in the Money Rates section of The Wall Street Journal from time to time as the Prime Rate in the United States of America or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Any change in such prime rate shall take effect at the opening of business on the day specified in the public announcement of such change. If, for any given date of determination, the Prime Commercial Rate is determined to be negative, then notwithstanding anything herein to the contrary, the Prime Commercial Rate for such date shall be deemed to be zero.

“PrimeRevenue System” means the Administrative Agent's communication tool accessible via the internet to enable clients to offer various receivables for sale to the Administrative Agent and for the loading approval and monitoring of such receivables on a platform, the terms of use of which are set out in Schedule C and are hereby incorporated herein.

“Proposed Repurchase Date” means, with respect to any Purchased Receivable, the date set forth in any notice delivered pursuant to Section 11.2 requiring the repurchase by the applicable Seller of such Purchased Receivable.

“Pro Rata Share” means, with respect to any Purchaser, the result (expressed as a percentage) of dividing the Commitment of such Purchaser by the Aggregate Commitments.

“Purchase Date” means, with respect to any Purchased Receivable, the date such Purchased Receivable is purchased by the Administrative Agent (on behalf of the Purchasers) pursuant to Section 2.1.

“Purchase Discount” means, with respect to any Receivable, the amount determined as the “Purchase Discount” in the calculation of the Purchase Price for such Receivable pursuant to Section 2.3.

“Purchase Document” means each of this Agreement, the CACI Performance Undertaking, the Intercreditor Agreement, each Portfolio Report and each fee letter (including any Administration Fee Letter), together with all other documents, instruments or agreements executed and delivered by a Seller or the Seller Representative to or for the benefit of the Administrative Agent or any Purchaser in connection herewith.

“Purchase Price” means, with respect to any Receivable, the amount determined as the “Discounted Purchase Price” or the “Adjusted Purchase Price,” as applicable, pursuant to Section 2.3.

“Purchased Receivable” means a Receivable purchased by the Administrative Agent (on behalf of the Purchasers) in accordance with the terms and conditions hereof; provided that a Receivable purchased hereunder and subsequently repurchased by the applicable Seller pursuant to the terms and conditions hereof shall, upon the Repurchase Date therefor and upon receipt by the Purchasers of the Repurchase Price therefor, cease to be a Purchased Receivable.

“Purchaser” means each Person listed on Schedule D and any other Person that shall become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

“Receivable” means the monetary obligation of an Obligor to a Seller arising under a Contract which is evidenced by an Invoice or, in the case of an Eligible Unbilled Receivable, other form of evidence reasonably acceptable to the Administrative Agent (in each case, including the right to receive payment of any interest or finance charges or other liabilities of such Obligor under such Contract), all Related Assets with respect thereto, and all Collections and other proceeds with respect to the foregoing.

“Reconciliation Date” means the Business Day immediately preceding each Settlement Date and each Termination Settlement Date.

“Refundable Discount Advance” as defined in Section 2.8(b).

“Refundable Discount Advance Account” as defined in Section 2.8(b).

“Related Assets” means, with respect to any Receivable (i) all related rights and remedies under or in connection with the applicable Contract, including bills of lading, bills of exchange, promissory notes and accessions, (ii) all guaranties, suretyships, letters of credit, security, liens and other arrangements supporting payment thereof, (iii) all applicable Sales Records (including electronic records), (iv) all related insurance, and (v) all proceeds of the foregoing.

“Remittance Account” means the account of the Seller Representative located at Bank of America, N.A. (ABA No. 051-000-017 (ACH) and 026-009-593 (wires)) with account number 11211189, or such other account as notified to the Administrative Agent from time to time by the Seller Representative in writing.

“Repurchase Date” means, with respect to any Purchased Receivable, the date on which such Purchased Receivable is repurchased by the applicable Seller in accordance with the terms and conditions hereof.

“Repurchase Event” means, with respect to any Purchased Receivable: (i) any representation or warranty made by a Seller in Section 9.2 with respect to such Purchased Receivable shall be materially inaccurate, incorrect or untrue on any date as of which it is made or deemed to be made (provided that the foregoing materiality qualifier will not apply to the representations in clauses (o) and (s) of Section 9.2); (ii) such Purchased Receivable was not an Eligible Receivable as of its Purchase Date; (iii) a Dispute shall have occurred with respect to such Purchased Receivable; (iv) the breach of any covenant made by a Seller in Section 4.3, Section 5.1, Section 5.2 or Section 10.1 with respect to such Purchased Receivable; or (v) the Administrative Agent elects to cause the applicable Seller to repurchase an Eligible Unbilled Receivable in accordance with Section 2.9.

“Repurchase Price” means, with respect to any Purchased Receivable, the amount determined as the “Repurchase Price” for such Purchased Receivable pursuant to Section 11.1.

“Requested Aggregate Commitment Increase” as defined in Section 2.10.

“Required Purchasers” means, at any time, Purchasers whose Asset Interests represent in excess of 50% of the total value of all Asset Interests. The Asset Interests of any Defaulting Purchaser shall be disregarded for purposes of calculating the Required Purchasers.

“Retained Obligations” as defined in Section 4.2.

“Retired Receivable” means a Receivable with an outstanding balance that has been reduced to zero in the applicable Seller’s accounting records, whether as a result of the payment of such Receivable, any reduction or adjustment of the balance of such Receivable, or any combination thereof.

“Revolver Agent” means the administrative agent under the Credit Agreement.

“S&P” means Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business, and any successor thereto that is a nationally recognized statistical rating organization.

“Sales Records” means, with respect to any Receivable, the accounts, all sales ledgers, purchase and sales day books, sales invoices, supply contracts and other related books and records of a Seller relating to an Approved Obligor and on an individual Receivable basis for the purpose of identifying amounts paid or to be paid in respect of such Receivable.

“Sanctioned Country” means, at any time, a country or territory which is the subject or target of any Sanctions, including as of the Closing Date, Cuba, Crimea (Ukraine), Iran, Syria and North Korea.

“Sanctioned Person” means, at any time, (a) any Person currently the subject or the target of any Sanctions, including any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) (or any successor thereto) or the U.S. Department of State, or as otherwise published from time to time; (b) that is fifty-percent or more owned, directly or indirectly, in the aggregate by one or more Persons described in clause (a) above; (c) that is operating, organized or resident in a Sanctioned Country; (d) with whom engaging in trade, business or other activities is otherwise prohibited or restricted by Sanctions; or (e) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country, or (iii) a Person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC.

“Sanctions” means the laws, rules, regulations and executive orders promulgated or administered to implement economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time (a) by the United States government, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, (b) by the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom or (c) by other relevant sanctions authorities to the extent compliance with the sanctions imposed by such other authorities would not entail a violation of applicable Law.

“Scheduled Termination Date” means December 27, 2019.

“Seller” and “Sellers” as defined in the preamble hereto.

“Seller Account” means, with respect to:

- (i) the Initial Sellers, the deposit account of the Seller Representative located at Bank of America, N.A. (ABA No. 051-000-017 (ACH) and 026-009-593 (wires)) with account number 11211189;
  - (ii) each Additional Seller, each deposit account of such Additional Seller specified as such in the applicable Joinder Agreement;
- and
- (iii) any other deposit account designated by the Seller Representative as an “Seller Account” hereunder and located at a depository bank satisfactory to the Administrative Agent;

each of which accounts is subject to an Account Control Agreement.

“Seller Account Collateral” means collectively, (i) each Seller Account, and (ii) all checks, drafts, instruments, cash and other items at any time received for deposit into a Seller Account, wire transfers of funds, automated clearing house entries, credits from merchant card transactions and other electronic funds transfers or other funds deposited into, credited to, or held for deposit into or credit to, a Seller Account, but only to the extent that any such items referred to in this clause (ii) are Collections; provided that Seller Account Collateral shall not include Seller Funds.

“Seller Funds” means all checks, drafts, instruments, cash and other items that, in each case, are not Collections, and that at any time are received for deposit into a Seller Account.

“Seller Representative” as defined in Section 2.5.

“Servicer Replacement Event” means any of the following:

- (a) the failure by the Seller Representative to issue an Invoice for an Eligible Unbilled Receivable in accordance with the terms of Section 2.9;
- (b) the failure by the Seller Representative to submit a Portfolio Report on any Reconciliation Date pursuant to the terms of this Agreement and such failure is not cured within five (5) Business Days of such Reconciliation Date;
- (c) the failure of a Seller to pay any amount due hereunder and such failure is not cured within five (5) Business Days of the date on which the same shall be due and payable;
- (d) the failure of the Administrative Agent to have a first priority security interest in any Seller Account;
- (e) the failure of a Seller to transfer Collections to the Administrative Agent as required by the terms of this Agreement and such failure is not cured within two (2) Business Days;
- (f) the failure by a Seller to comply with any covenants set forth in Section 4.3, Section 5.1, Section 5.2, Section 6.1 and Section 10.1, where such failure is not cured within fifteen (15) days after the earlier to occur of (i) written notice thereof having been given to such Seller by the Administrative Agent or any Purchaser or (ii) actual knowledge thereof by such Seller of such failure;
- (g) the failure by a Seller to comply with any covenant in this Agreement not covered by clause (a), (b), (c), (d), (e) or (f) above, where such failure is not cured within thirty (30) days after the

earlier to occur of (i) written notice thereof having been given to such Seller by the Administrative Agent or any Purchaser was received by such Seller or (ii) actual knowledge thereof by such Seller of such failure;

(h) a material breach of any representation or warranty by a Seller or the Seller Representative hereunder;

(i) the occurrence of an Insolvency Event with respect to CACI or a Seller;

(j) the failure of CACI or a Seller or any Significant Subsidiary thereof to pay any principal of or premium or interest of any of its Debt or any payment obligation in respect of guarantees of CACI or a Seller or any Significant Subsidiary thereof of Debt owed to any Person which is outstanding in a principal amount of at least \$100,000,000 in the aggregate (but excluding Debt arising under this Agreement) (collectively, "Material Indebtedness"), when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument evidencing such Material Indebtedness, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Material Indebtedness; or any Material Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment or by a required prepayment of insurance proceeds or by a required prepayment as a result of formulas based on asset sales or excess cash flow), redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Material Indebtedness shall be required to be made, in each case prior to the stated maturity thereof; provided that (i) if each of the Purchasers is a party, as creditor, under such Material Indebtedness and (ii) the creditors under such Material Indebtedness waive the applicable default giving rise to the Servicer Replacement Event under this clause (j), then such Servicer Replacement Event shall also be deemed waived without any further action by the Purchasers;

(k) the rendering of any final judgment or order for the payment of money in excess of \$100,000,000 against CACI or a Seller or any Significant Subsidiary thereof that is not promptly paid by CACI or such Seller or such Significant Subsidiary and either enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; provided that any such judgment or order shall not be a Servicer Replacement Event as defined herein if and to the extent that (i) the amount of such judgment or order is covered by a valid and binding policy of insurance covering payment thereof and (ii) such insurer has been notified of, and does not dispute the claim made for payment of, the amount of such judgment or order;

(l) CACI, at any time, ceasing to own at least 51% of the equity securities of any Seller and, in each case, to control any Seller. For the purposes of this definition, "control" of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of such Person's management and policies, whether through the ownership of voting securities, by contract or otherwise; or

(m) the acquisition by any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (within the meaning of Rule 13d-3 of the SEC under the Securities Exchange Act of 1934, as amended), directly or indirectly, of securities of CACI (or other securities convertible into such securities) representing 50% or more of the

combined voting power of all securities of CACI entitled to vote in the election of directors, other than securities having such power only by reason of the happening of a contingency; provided that if CACI shall become a wholly owned Subsidiary of a publicly owned Person whose beneficial ownership is, immediately after CACI shall become such a wholly owned subsidiary of such Person, substantially identical to that of CACI immediately prior to such circumstance (a "Holding Company"), such circumstance shall not be a Servicer Replacement Event as defined herein unless the beneficial ownership of such Holding Company shall be acquired as set forth in this clause (m).

"Servicing Fee" as defined in Section 5.1.

"Settlement Date" means each Thursday; provided, however, that (x) if a Settlement Date falls on a day that is not a Business Day, then the Settlement Date shall be the next following Business Day and (y) the final Settlement Date shall occur on the Business Day immediately preceding the Termination Date.

"Settlement Period" means the period from (but excluding) one Reconciliation Date to (and including) the immediately following Reconciliation Date.

"Shutdown of the U.S. Government" means the creation of a "funding gap" caused by the failure of the United States Congress to pass legislation funding U.S. Government operations in whole or in part affecting any or all Approved Obligor, or the failure of any such legislation passed by the United States Congress to become law (thereby preventing any such Approved Obligor(s) from making payments to the applicable Seller or the Administrative Agent (for the ratable benefit of the Purchasers)).

"Significant Subsidiary" means, with respect to any Person at any time, any Subsidiary of such Person which accounts for more than 5% of consolidated total assets or 5% of consolidated revenue of such Person determined in accordance with GAAP.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; provided, in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding.

"Taxes" means all present and future income and other taxes, levies, imposts, deductions, charges, duties and withholdings and any charges of a similar nature imposed by any fiscal authority, together with any interest thereon and any penalties with respect thereto and any payments made on or in respect thereof; and "Taxation" and "Tax" shall be construed accordingly.

"Termination Date" means the earlier to occur of (i) the Scheduled Termination Date or (ii) such time as the Commitments are terminated by the Administrative Agent or the Seller Representative in accordance with the terms of this Agreement.

"Termination Payment Amount" means, as of any given Termination Settlement Date, the *sum* of (a) the Funded Amount, (b) to the extent that the Aggregate Unreimbursed Purchase Discount has not been paid in full, the Accrued Aggregate Unreimbursed Purchase Discount and (c) any other amounts

owing to the Administrative Agent or any Purchaser by a Seller under this Agreement as of such Termination Settlement Date.

“Termination Settlement Date” means the Termination Date, and each Thursday following the Termination Date; provided, however, that (a) if a Termination Settlement Date falls on a day that is not a Business Day, then the Termination Settlement Date shall be the next following Business Day, (b) the Administrative Agent may, by written notice to the Seller Representative, increase the frequency of Termination Settlement Dates (such that, in addition to each Thursday, a Termination Settlement Date may occur on a Monday, Wednesday and/or Friday, as directed by the Administrative Agent in its sole discretion) and (c) the final Termination Settlement Date shall occur on the Final Collection Date.

“Total Available Funding Amount” means the Aggregate Commitments minus the Total Outstanding Amount.

“Total Outstanding Amount” means, as of any date of determination, the result of (i) the Net Face Values of all Eligible Receivables (for each Purchased Receivable, such Net Face Value being determined as of the Purchase Date therefor) minus (ii) all Collections received and deposited in the Administrative Agent’s Account in connection with such Eligible Receivables.

“U.S. Government” means the federal government of the United States of America.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York; provided, if by reason of mandatory provisions of Law, the perfection, the effect of perfection or non-perfection or the priority of the security interests of the Administrative Agent is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“UCC Information” means the information set forth on Schedule B.

“Unbilled Receivables Ratings Event” means, at any time of determination, one or more of the following events has occurred and is continuing: (i) the senior secured indebtedness of CACI assigned by S&P is BB- or below, (ii) the senior secured indebtedness of CACI assigned by Moody’s is B1 or below, (iii) CACI does not have a senior secured indebtedness rating by S&P or (iv) CACI does not have a senior secured indebtedness rating by Moody’s.

“Unused Fee” as defined in Section 3.6.

#### *Section 1.2 Interpretation*

. In this Agreement, unless otherwise indicated, (a) defined terms may be used in the singular or the plural and the use of any gender includes all genders, (b) the words “hereof”, “herein”, “hereto”, “hereby” and “hereunder” refer to this entire Agreement, (c) all references to particular Sections, Exhibits or Schedules are references to the Sections, Exhibits or Schedules, as the case may be, of this Agreement, (d) all accounting terms not specifically defined herein shall be construed in accordance with GAAP, except as otherwise stated herein, (e) reference to any Person includes such Person’s successors and legal assigns, (f) in the computation of a period of time from a specified date to a later specified date, the word “from” shall mean “from and including” and the words “to” and “until” each shall mean “to but excluding”, and (g) reference to any agreement shall mean such agreement as amended, supplemented or otherwise modified from time to time.

**SECTION 2. PURCHASE AND SALE; TERM.**

*Section 2.1 Purchase and Sale of Eligible Receivables.*

(a) On the Facility Activation Date, the Seller Representative will submit a Portfolio Report to the Purchaser via the PrimeRevenue System, and simultaneously with the submission of such Portfolio Report, each Seller will be deemed to offer to the Administrative Agent (on behalf of the Purchasers), and subject to the satisfaction of the conditions set forth in Section 8.1, Section 8.2 and Section 8.2, the Administrative Agent (on behalf of the Purchasers) will be deemed to purchase from each such Seller, without any further action on the part of such Seller, all of such Seller's right, title and interest in and to all outstanding Eligible Receivables of such Seller specified on such Portfolio Report. On each Business Day following the Facility Activation Date and prior to the Termination Date, each Seller will be deemed to offer to the Administrative Agent (on behalf of the Purchasers), and subject to the satisfaction of the conditions set forth in Section 8.3, the Administrative Agent will be deemed to purchase from each such Seller, without any further action on the part of such Seller, all of such Seller's right, title and interest in and to all outstanding Eligible Receivables of such Seller that have not previously been acquired (except to the extent that it was acquired and was subsequently the subject of a Deemed Repurchase) in whole by the Administrative Agent (on behalf of the Purchasers) hereunder. The deemed offer by each Seller to sell, assign and transfer all of its right, title and interest in and to all outstanding Eligible Receivables of each such Seller that have not previously been acquired (except to the extent that it was acquired and was subsequently the subject of a Deemed Repurchase) in whole by the Administrative Agent (on behalf of the Purchasers) hereunder is irrevocable and unconditional on the part of each such Seller and shall occur (without any further action by any such Seller) on each Business Day prior to the Termination Date.

(b) Subject to Section 2.2, on each Business Day prior to the Termination Date, the Administrative Agent shall be deemed to sell in accordance with the terms of this Agreement to each Purchaser, and each such Purchaser shall be deemed to purchase from the Administrative Agent, without recourse, an undivided percentage ownership interest (each an "Asset Interest") equal to the Pro Rata Share of such Purchaser in and to each Purchased Receivable deemed purchased by the Administrative Agent on such day in accordance with clause (a) above. The deemed offer by the Administrative Agent to sell and the deemed offer by each Purchaser to purchase such Asset Interests hereunder is irrevocable and unconditional on the part of the Administrative Agent or such Purchaser and shall occur (without any further action by any party) on each Business Day prior to the Termination Date.

*Section 2.2 Deemed Repurchase by the Sellers.* Notwithstanding anything herein to the contrary, if the Administrative Agent does not, on or before 12:00 p.m. (New York time) on a given Settlement Date, receive from the Purchasers the full amount of the expected Payment Amount payable on such Settlement Date (a "Funding Deficiency"), then any positive Payment Amount for such Settlement Date will be reduced to \$0 in accordance with the definition thereof, and without any further action on the part of the Administrative Agent, any Purchaser or any Seller, the Net Face Value of Billed Receivables acquired by the Administrative Agent (on behalf of the Purchasers) during the immediately preceding Settlement Period will automatically be deemed to be repurchased by the relevant Seller (a "Deemed Repurchase"); provided, that nothing in this Section 2.2 shall cause any Receivables subject to a Deemed Repurchase to be ineligible for future sale by such Seller to the Administrative Agent (on behalf of the Purchasers) under Section 2.1.

*Section 2.3 Purchase Price.* The purchase price (the "Discounted Purchase Price") for each Purchased Receivable purchased on any given Purchase Date will be calculated as follows:



**DPP = NFV – Purchase Discount, in which “Purchase Discount” = NFV x DR x (DP / 360), in which:**

<b>Term</b>	<b>Definition</b>
“DPP” equals	Discounted Purchase Price of such Receivable
“NFV” equals	Net Face Value of such Receivable as of such Purchase Date
“DR” equals	Discount Rate applicable to such Receivable
“DP” equals	Discount Period applicable to such Receivable

Notwithstanding the foregoing, the Administrative Agent (on behalf of the Purchasers) may, in its sole and absolute discretion, elect to purchase a Receivable for an amount equal to such Receivable’s Net Face Value, as reduced by any amount (including any Accrued Aggregate Unreimbursed Purchase Discount) then due and payable by a Seller to the Administrative Agent or any Purchaser hereunder (such amount, the “Adjusted Purchase Price”). In this event an amount equal to the Accrued Aggregate Unreimbursed Purchase Discount for such Purchased Receivable will be payable by the Seller Representative (on behalf of the Sellers) on each Settlement Date and each Termination Settlement Date until such time as the Aggregate Unreimbursed Purchase Discount or such Purchased Receivable has been paid in full or is otherwise treated as a Retired Receivable in accordance with the applicable Seller’s accounting practices and procedures. The Sellers (or the Seller Representative) shall not be entitled to set-off its obligation to pay the Aggregate Unreimbursed Purchase Discount (or any portion thereof) against the Refundable Discount Advance.

With respect to each Purchased Receivable, the Purchase Price thereof shall be payable by the Administrative Agent (on behalf of the Purchasers) to the Seller Representative (on behalf of the relevant Seller) by deposit into the Remittance Account on the Settlement Date immediately following the Settlement Period during which such Purchased Receivable was purchased. Notwithstanding the foregoing, the Purchase Price shall be subject to netting and set-off as provided for under Section 5.6.

*Section 2.4 Maximum Funded Amount; Payment Amount; Termination Payment Amount.*

(a) On each Settlement Date and Termination Settlement Date, the Administrative Agent shall (by reference to the Portfolio Report received via the PrimeRevenue System by the Administrative Agent on the immediately preceding Reconciliation Date) determine the Maximum Funded Amount, the Payment Amount (in the case of a Settlement Date) or Termination Payment Amount (in the case of a Termination Settlement Date), as applicable, and shall notify the Seller Representative of the same.

(b) Following the determination of the Payment Amount, and in accordance with Section 5.7, on each Settlement Date (x) if the Payment Amount is positive, the Administrative Agent (on behalf of the Purchasers) shall pay the full amount thereof to the Seller Representative (on behalf of the Sellers), and upon payment of such amount, the Administrative Agent’s payment obligations with respect to the Purchased Receivables acquired during the Settlement Period ending immediately prior to such Settlement Date shall be satisfied in full and (y) if the Payment Amount is negative, the Seller Representative shall (on behalf of the Sellers) pay the full absolute value thereof to the Administrative Agent (for the benefit of the Purchasers) by deposit into the Administrative Agent’s Account. Furthermore, in connection with Sections 3.5 and 3.6, any applicable Administration Fee and the Unused Fee payable by the Seller Representative on each Settlement Date shall be set-off against any positive Payment Amount payable by the Administrative Agent (and the surplus of any applicable Administration Fee and Unused Fee, if any, after effecting such set-off shall be payable by Seller Representative (on

behalf of the Sellers) to the Administrative Agent), and the absolute value of any negative Payment Amount payable by the Seller Representative (on behalf of the Sellers) shall be combined with any Administration Fee and Unused Fee payable on such Settlement Date (such that both amounts will be paid simultaneously to the Administrative Agent).

(c) Following the determination of the Termination Payment Amount, and in accordance with Section 5.7, on each Termination Settlement Date until the Funded Amount has been reduced to zero and all other amounts payable to the Administrative Agent and the Purchasers by the Sellers hereunder have been paid in full, the Seller Representative shall (on behalf of the Sellers) pay the full amount of the Termination Payment Amount to the Administrative Agent by deposit into the Administrative Agent's Account. Furthermore, in connection with Sections 3.5, any applicable Administration Fee payable on each Termination Settlement Date shall be combined with the Termination Payment Amount payable on such Termination Settlement Date (such that both amounts will be paid simultaneously to the Administrative Agent).

*Section 2.5 Seller Representative.* Each Seller hereby appoints CACI as its agent, attorney-in-fact and representative (in such capacity, the "Seller Representative"), and CACI accepts such appointment, for the purpose of (i) making any requests required under this Agreement, (ii) the receipt of any notice of required repurchase pursuant to Section 11.2, (iii) the giving and receipt of any other notices to, or demand of, any Seller under this Agreement, (iv) the delivery of all documents, reports, financial statements and written materials required to be delivered by any Seller under this Agreement, (v) the receipt of all payments owing to a Seller hereunder, together with the subsequent allocation of such payment proceeds between the Sellers, (vi) taking any and all other actions required to be undertaken hereunder by the Seller Representative, and (vii) all other purposes incidental to any of the foregoing. Each Seller agrees that any action taken by the Seller Representative as the agent, attorney-in-fact and representative of each such Seller shall be binding upon it, as applicable, to the same extent as if directly taken by such Seller, as applicable.

*Section 2.6 Termination and Reduction of Commitments.*

(a) In addition, the Seller Representative may terminate or reduce permanently the Commitments of the Purchasers in its sole discretion at any time by delivering thirty days prior written notice to the Administrative Agent and the Purchasers; provided that, (i) if the Commitments are terminated in full, the Termination Date shall be the first Business Day following such thirty-day period, (ii) if the Commitments are reduced, such reduction shall be effective on the first Business Day following such thirty-day period, (iii) each reduction of Commitments shall be in a minimum amount of \$50,000,000 or in an integral multiple of \$1,000,000 in excess thereof, (iv) no reduction of the Commitment may cause the Aggregate Commitments to be less than the greater of \$50,000,000 and the Funded Amount and (v) each reduction in the Commitments shall be made ratably among the Purchasers in accordance with their respective Pro Rata Share. Once reduced or terminated, the Commitments may not be reinstated.

(b) Upon the occurrence of a Facility Suspension Event, the Administrative Agent may, and at the direction of the Required Purchasers, shall, terminate the Commitments of the Purchasers at any time by providing written notice of such termination to the Seller Representative (in which case the Termination Date shall be the day specified as such in the written notice, which may be the date upon which such written notice is received by the Seller Representative (or, in each case, if such date is not a Business Day, the Termination Date shall be the immediately following Business Day)). Notwithstanding the foregoing, the occurrence of the Termination Date will have no effect on any rights or obligations hereunder in respect of any Purchased Receivables outstanding as of the Termination Date and all

covenants, representations and warranties, repurchase obligations and indemnities made herein shall continue in full force and effect so long as any Purchased Receivables remain outstanding.

*Section 2.7 Effect of Termination Date.*

(a) For the sake of clarity, the parties agree that, at all times on and following the Termination Date:

(i) Except to the extent otherwise removed in accordance with Section 5, each Seller shall continue to service and administer the Purchased Receivables sold by it as agent for the Administrative Agent and the Purchasers, all on terms further set out in this Agreement.

(ii) The Seller Representative shall (on behalf of the Sellers) continue to pay the Accrued Aggregate Unreimbursed Purchase Discount on each Termination Settlement Date until the Aggregate Unreimbursed Purchase Discount has been paid in full to the Administrative Agent (for the benefit of the Purchasers) by deposit into the Administrative Agent's Account. The Refundable Discount Advance will be promptly repaid by the Administrative Agent to the Seller Representative (on behalf of the Sellers) upon payment in full by the Seller Representative of the Aggregate Unreimbursed Purchase Discount in accordance with Section 2.8.

*Section 2.8 Aggregate Unreimbursed Purchase Discount; Refundable Discount Advance.*

(a) The Aggregate Unreimbursed Purchase Discount shall be payable in full by the Sellers on the Final Maturity Date; provided, however, that following the occurrence of the Termination Date, if a Seller's appointment as servicer hereunder is terminated by the Administrative Agent as the result of a Facility Suspension Event, the Administrative Agent may, and at the direction of the Required Purchasers, shall, by written notice to the Seller Representative, demand payment in full of the Aggregate Unreimbursed Purchase Discount. In any such case, the Sellers shall pay the Aggregate Unreimbursed Purchase Discount to the Administrative Agent (for the benefit of the Purchasers) on the date designated for such payment in the written notice from the Administrative Agent (which date must be at least one Business Day following the date upon which such written notice is received by the Seller Representative) by deposit into the Administrative Agent's Account. The parties hereto agree that the Sellers' obligation to pay the Aggregate Unreimbursed Purchase Discount is not credit recourse for any failure of an Approved Obligor to pay the full outstanding balance of any Purchased Receivable, but rather is an obligation to reimburse the Administrative Agent and the Purchasers for electing not to deduct the Purchase Discount from the Purchase Price with respect to the applicable Purchased Receivables for the purpose of administrative convenience.

(b) On the Facility Activation Date, the Sellers will pay to the Administrative Agent, for the benefit of the Purchasers, a refundable purchase discount advance (the "Refundable Discount Advance") equal to 1.25% of the Aggregate Commitments. For administrative convenience it is agreed and the Sellers hereby instruct the Administrative Agent and the Purchasers to withhold the entire Refundable Discount Advance from the initial purchase of Receivables hereunder and to transfer such amount to the Refundable Discount Advance Account as described below. The Refundable Discount Advance shall be held in a blocked account established with the Administrative Agent and maintained in the name of the Seller Representative (the "Refundable Discount Advance Account"). The Refundable Discount Advance Account shall at all times be blocked with respect to the Seller Representative, such that only the Administrative Agent will be permitted to transfer funds out of the Refundable Discount Advance Account. Subject to repayment in full of the Aggregate Unreimbursed Purchase Discount, the Administrative Agent will promptly repay the Refundable Discount Advance to the Seller Representative

(on behalf of the Sellers) by deposit into the Remittance Account; provided, however, that if the Seller Representative (on behalf of the Sellers) has not paid the Aggregate Unreimbursed Purchase Discount in full as of the Final Maturity Date (or any such earlier date as required by Section 2.8(a)), the Administrative Agent may set-off the Refundable Discount Advance against the unpaid balance of the Aggregate Unreimbursed Purchase Discount, and upon doing so, the Administrative Agent will promptly repay the excess Refundable Discount Advance (if any) to the Seller Representative (on behalf of the Sellers) by deposit into the Remittance Account. For the avoidance of doubt, it is understood and agreed that, to the extent there remains any deficiency in the Aggregate Unreimbursed Purchase Discount after any such set-off and application, such deficiency shall remain the obligation of the Sellers.

*Section 2.9 Eligible Unbilled Receivables*

. The Seller Representative shall procure that each Eligible Unbilled Receivable sold, transferred and assigned to the Administrative Agent hereunder will be the subject of an Invoice as soon as reasonably practicable, and in any event within ten (10) Business Days following the Seller Representative's receipt of a written request to issue such Invoice from the Administrative Agent; provided, however, that if any Approved Obligor becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due, the Seller Representative shall promptly (and in any event, within five (5) Business Days) issue an Invoice for each Purchased Receivable that is an Eligible Unbilled Receivable payable by such Approved Obligor, and shall provide the Administrative Agent with a copy of each such Invoice. In the event of the occurrence of the Termination Date or a revocation of the Purchasers' approval of any Approved Obligor pursuant to Section 14.21, the Administrative Agent shall have the option to (i) retain ownership of any Eligible Unbilled Receivable and/or (ii) at any time following such termination or revocation, but solely to the extent that an Approved Obligor Termination Event has not occurred with respect to the Approved Obligor of the applicable Eligible Unbilled Receivable, cause the applicable Seller to repurchase such Eligible Unbilled Receivable from the Administrative Agent pursuant to Section 11. The Administrative Agent shall promptly inform the Seller Representative following any such termination or revocation of its decision to either retain ownership or cause a Repurchase Event with respect to any such Eligible Unbilled Receivable. In the event that the Administrative Agent elects to retain ownership of any Eligible Unbilled Receivable after the Termination Date or the revocation of the Purchasers' approval of any Approved Obligor pursuant to Section 14.22, the Seller Representative shall promptly (and in any event, within five (5) Business Days) issue an Invoice for any such retained Eligible Unbilled Receivable. Upon issuance by the relevant Seller of an Invoice for a Purchased Receivable that is an Eligible Unbilled Receivable, such Purchased Receivable shall immediately become a Billed Receivable for purposes hereof (the date upon which such Purchased Receivable becomes a Billed Receivable, the "Conversion Date").

*Section 2.10 Increase in Aggregate Commitments*

(a) *Request for Increase.* Provided there exists no Facility Suspension Event, upon notice to the Administrative Agent (which shall promptly notify the Purchasers), the Seller Representative may from time to time request an increase in the Aggregate Commitments by an amount (for all such requests) not exceeding \$50,000,000; provided that (i) any such request for an increase shall be in a minimum amount of \$25,000,000, (ii) the Seller Representative may make a maximum of two (2) such requests. At the time of sending such notice, the Seller Representative (in consultation with the Administrative Agent) shall specify the time period within which each Purchaser is requested to respond (which shall in no event be less than ten (10) Business Days from the date of delivery of such notice to the Purchasers).

(b) *Purchaser Elections To Increase.* Each Purchaser shall notify the Administrative Agent within such time period whether or not it agrees to increase its Commitment and, if so, whether by

an amount equal to, greater than or less than its Pro Rata Share of such requested increase. Any Purchaser not responding within such time period shall be deemed to have declined to increase its Commitment.

(c) *Notification by Administrative Agent; Additional Purchasers.* The Administrative Agent shall notify the Sellers and each Purchaser of the Purchasers' responses to each request made hereunder. To the extent that the existing Purchasers do not agree to the full amount of a requested increase, in order to achieve the full amount of such requested increase and subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld), the Seller Representative may also invite additional financial institutions (each, a "New Purchaser") to become Purchasers pursuant to a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent and its counsel; provided that (i) the Commitment of each New Purchaser shall be at least \$25,000,000 and (ii) no New Purchaser may join this Agreement unless an Administration Fee Letter shall be in effect.

(d) *Increase Effective Date and Allocations.* If the Aggregate Commitments are increased in accordance with this Section, the Administrative Agent and the Sellers shall determine the final allocation of such increase and the effective date thereof (the "Increase Effective Date"). The Administrative Agent shall promptly notify the Sellers and the Purchasers of the final allocation of such increase and the Increase Effective Date and the Purchasers shall receive at least two (2) Business Days' notice thereof. The Asset Interests of the Purchasers shall be reallocated among all Purchasers (including the New Purchasers) such that the Asset Interests of each Purchaser on the Increase Effective Date shall be consistent with such Purchaser's new Pro Rata Share on such date. In order to achieve such reallocation, certain Purchasers will be required, and hereby agree, to purchase a portion of the Asset Interests from the other Purchasers in exchange for cash on the Increase Effective Date. The Administrative Agent shall coordinate such reallocation among the Purchasers and its determination shall be final absent manifest error.

(e) *Conditions to Effectiveness of Increase.* As a condition precedent to each increase in the Aggregate Commitments, the Sellers shall deliver to the Administrative Agent a certificate dated as of the Increase Effective Date (in sufficient copies for each Purchaser) signed by the secretary or an assistant secretary of each Seller (i) certifying and attaching the resolutions adopted by the Sellers approving or consenting to such increase and (ii) certifying that, before and after giving effect to such increase, (A) the representations and warranties of the Sellers contained in this Agreement and the other Purchase Documents are true and correct on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct as of such earlier date and (B) no Facility Suspension Event exists. As an additional condition precedent to each increase in the Aggregate Commitments, the Sellers shall have deposited an amount equal to 0.4% of such increase in the Aggregate Commitments into the Refundable Discount Advance Account to serve as additional Refundable Discount Advance.

#### *Section 2.11 Defaulting Purchaser Provisions.*

(a) *Replacement of Defaulting Purchaser.* If any Purchaser is a Defaulting Purchaser, then (i) the Seller Representative, upon notice to the Administrative Agent or the Administrative Agent upon notice to the Seller Representative, and the Purchasers, may require such Defaulting Purchaser to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 14.6), all of its interests, rights (other than its existing rights to payments pursuant to Sections 3.3, 12.1 or 14.1) and obligations under this Agreement and the related Purchase Documents to one or more permitted assignee that shall assume such obligations (which assignee may be

another Purchaser, if such Purchaser accepts such assignment); provided that (i) such Purchaser shall have received payment of an amount equal to its outstanding Asset Interests, accrued fees and all other amounts payable to it hereunder and under the other Purchase Documents, (ii) such assignment does not conflict with applicable Law and (iii) if such Purchaser is also acting as Administrative Agent, (A) such Purchaser shall have the right to immediately resign as Administrative Agent upon the effectiveness of such assignment and (B) the non-Defaulting Purchasers may in their discretion require that such Purchaser resign as Administrative Agent. Each Purchaser hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Purchaser if such Purchaser becomes a Defaulting Purchaser, as assignor, any Assignment and Assumption necessary to effect any assignment of such Defaulting Purchaser's interests hereunder in the circumstances contemplated by this Section 2.11(a). Each Purchaser agrees that if the Seller Representative or the Administrative Agent exercises its option hereunder to cause an assignment by such Purchaser if such Purchaser becomes a Defaulting Purchaser, such Defaulting Purchaser shall, promptly after receipt of written notice of such election, execute and deliver all documentation necessary to effect such assignment in accordance with Section 14.6. In the event that a Purchaser does not comply with the requirements of the immediately preceding sentence within one Business Day after receipt of such notice, each Purchaser hereby authorizes and directs the Administrative Agent to execute and deliver such documentation as may be required to give effect to an assignment in accordance with Section 14.6 on behalf of such Defaulting Purchaser and any such documentation so executed by the Administrative Agent shall be effective for purposes of documenting an assignment pursuant to Section 14.6.

(b) *Defaulting Purchaser Adjustments.* Notwithstanding anything to the contrary contained in this Agreement, if any Purchaser becomes a Defaulting Purchaser, then, until such time as such Purchaser is no longer a Defaulting Purchaser, to the extent permitted by applicable Law (i) such Defaulting Purchaser's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement or any other Purchase Document shall be restricted as set forth in the definition of Required Purchasers and (ii) no Defaulting Purchaser shall be entitled to receive any Unused Fee pursuant to Section 3.6 for any period during which that Purchaser is a Defaulting Purchaser (and the Sellers shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Purchaser).

(c) *Defaulting Purchaser Cure.* If the Seller Representative and the Administrative Agent agree in writing that a Purchaser is no longer a Defaulting Purchaser, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, such Purchaser will take such actions as the Administrative Agent may determine to be necessary (which may include a requirement for such Purchaser to purchase certain Asset Interests from the other Purchasers in order to equalize all such Asset Interests in accordance with the Pro Rata Shares of the Purchasers as in effect immediately prior to any assignment that occurred as a result of such Purchaser becoming a Defaulting Purchaser), whereupon such Purchaser will cease to be a Defaulting Purchaser; provided that no adjustment will be made retroactively with respect to fees accrued or payments made by or on behalf of the Sellers while that Purchaser was a Defaulting Purchaser; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Purchaser to Purchaser will constitute a waiver or release of any claim of any party hereunder arising from that Purchaser's having been a Defaulting Purchaser.

### **SECTION 3. FEES; LATE PAYMENT AMOUNT.**

*Section 3.1 Late Payment Amount.* In the event that any amount payable by any Seller hereunder or under any of the other Purchase Documents remains unpaid for any reason for five (5) Business Days after the Administrative Agent provides notice to the Seller Representative that such

amounts are past due, the Administrative Agent shall charge (for its benefit or the benefit of the Purchasers, as applicable), and such Seller shall pay, an amount (the "Late Payment Amount") equal to (x) such unpaid amount due from such Seller to the Administrative Agent or the Purchasers during the period from (and including) the due date thereof to, but excluding the date payment is received by the Administrative Agent in full, times (y) a rate *per annum* equal to the Prime Commercial Rate, computed on the basis of a 360 day year, and for actual days elapsed. Late Payment Amounts shall be payable on demand and, if no prior demand is made, on the last Business Day of each calendar month.

*Section 3.2 Payments Generally.* All payments to be made under any Purchase Document or in respect of a Purchased Receivable shall be made in immediately available funds. Any amounts that would fall due for payment on a day other than a Business Day shall be payable on the succeeding Business Day, and interest calculations, if any, shall be adjusted accordingly for such later or earlier payment. All amounts payable by any Seller or the Seller Representative to the Administrative Agent or any Purchaser pursuant to or in connection with any Purchase Document shall be paid in full, free and clear of all deductions, set-off or withholdings whatsoever except only as may be required by Law, and shall be paid on the date such amount is due no later than 1:00 p.m. (New York City time) to the Administrative Agent's Account. Any amount to be paid by the Administrative Agent or any Purchaser to any Seller or the Seller Representative under any Purchase Document shall be paid to the Seller Representative by deposit into the Remittance Account, and shall be paid on the date such amount is due no later than 5:00 p.m. (New York City time).

*Section 3.3 Breakage.* Each Seller agrees, jointly and severally, to indemnify the Administrative Agent and each Purchaser on demand against any loss or expense (including, but not limited to, any loss or expense sustained or incurred or to be sustained or incurred by a Purchaser in liquidating or employing deposits acquired or contracted for to effect or maintain its acquisition of its Asset Interest in Purchased Receivables or any part thereof, but excluding, for the avoidance of doubt, the loss of any anticipated profits) which the Administrative Agent or such Purchaser has sustained or incurred as a consequence of (a) the non-fulfillment of any of the conditions precedent described in Section 8.3 or otherwise or (b) a repurchase of Purchased Receivables by the Seller; provided, that no Seller shall be obligated to indemnify any Purchaser pursuant to this provision if such loss or expense is caused by such Purchaser's failure to fund its Pro Rata Share of the applicable Payment Amount.

*Section 3.4 Ratable Sharing.* If any Purchaser shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any Purchased Receivable or other obligations hereunder resulting in such Purchaser receiving payment of a proportion of the aggregate amount payable under any Purchased Receivable to such Purchaser greater than its Asset Interest would warrant as provided herein, then such Purchaser receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash) participations in the other Purchasers' Asset Interests (not in excess of the applicable Purchase Price thereof), or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Purchasers ratably in accordance with the aggregate amount owing to them; provided: (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and (ii) the provisions of this Section shall not be construed to apply to (A) any payment made by a Seller pursuant to and in accordance with the express terms hereof, or (B) any payment obtained by a Purchaser as consideration for the assignment of or sale of a participation in any of its Purchased Receivables to any assignee or participant including, without limitation, any assignments effectuated pursuant to Section 2.1(c). Each Seller consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Purchaser acquiring a participation pursuant to the foregoing arrangements may exercise against

such Seller rights of setoff and counterclaim with respect to such participation as fully as if such Purchaser were a direct creditor of such Seller in the amount of such participation.

*Section 3.5 Payment of Administration Fee.* On each Settlement Date and each Termination Settlement Date, the Seller Representative (on behalf of the Sellers) shall pay to the Administrative agent, for its own account, an administration fee (the "Administration Fee") in an amount provided for in the Administration Fee Letter; provided that no Administration Fee and no Administration Fee Letter shall be required to be in place at such times as there is only one Purchaser.

*Section 3.6 Unused Fee.* On each Settlement Date, the Seller Representative (on behalf of the Sellers) shall pay to the Administrative Agent, for the benefit of the Purchasers, an unused commitment fee (the "Unused Fee") in an amount equal to:

**UF = (AC – FA) x R x (SP / 360), in which:**

<b>Term</b>	<b>Definition</b>
" <u>UF</u> " equals	The Unused Fee payable on a given Settlement Date
" <u>AC</u> " equals	The Aggregate Commitments as of the immediately preceding Settlement Date
" <u>FA</u> " equals	The Funded Amount as of the immediately preceding Settlement Date
" <u>R</u> " equals	A rate of 0.25% per annum
" <u>SP</u> " equals	The Settlement Period ending immediately prior to the Settlement Date on which the Unused Fee is payable

The Unused Fee distributable by the Administrative Agent to each Purchaser on each Settlement Date for each day during the preceding Settlement Period shall be equal to such Purchaser's Pro Rata Share of the Unused Fee earned for such day; provided, however, if a Shutdown of the U.S. Government shall have occurred and be continuing on any day, no Unused Fee shall accrue with respect to such day.

#### **SECTION 4. NATURE OF FACILITY.**

*Section 4.1 True Sale.* The parties hereto agree that each purchase and sale of Receivables under this Agreement is intended to be an absolute and irrevocable transfer constituting a "true sale" for bankruptcy law purposes, without recourse by the Administrative Agent or the Purchasers to any Seller for any credit risk or financial inability to pay of any Obligor. The parties hereto have structured the transactions contemplated by this Agreement as a sale, and each party hereto agrees to treat each such transaction as a "true sale" for all purposes under applicable law and accounting principles, including, without limitation, in their respective books, records, computer files, tax returns (federal, state and local), regulatory and governmental filings (and shall reflect such sale in their respective financial statements). Each Seller will advise all Persons inquiring about the ownership of the Receivables that all Purchased Receivables have been sold to the Administrative Agent on behalf of the Purchasers. Against the possibility that, contrary to the mutual intent of the parties, the purchase of any Receivable is not characterized as a sale by any applicable court, each Seller hereby grants to the Administrative Agent (for the benefit of the Purchasers) a security interest in, and right of setoff with respect to, all of the Purchased Receivables to secure the payment and performance of the Seller's payment and performance obligations hereunder and under each other Purchase Document. The grant of this security interest is a supplemental protection to the Administrative Agent and the Purchasers and is not meant to negate or affect in any way the intended sale of the Receivables by the Sellers to the Administrative Agent on behalf of the Purchasers. In addition, each Seller hereby grants to the Administrative Agent, for the benefit of the



Purchasers, a security interest in, and right of setoff with respect to, all of the Seller Account Collateral related to such Seller and all proceeds thereof to secure the payment and performance of the Seller's payment and performance obligations hereunder and under each other Purchase Document. Furthermore, the Seller Representative hereby grants to the Administrative Agent (for the benefit of the Purchasers) a security interest in, and right of setoff with respect to, the Refundable Discount Advance Account and all proceeds therein to secure the payment of the Aggregate Unreimbursed Purchase Discount by each Seller hereunder. The Administrative Agent is hereby authorized to file UCC financing statements with respect to the transactions contemplated hereunder, including the security interests granted herein, together with any continuations and amendments relating thereto.

*Section 4.2 No Liability.* Notwithstanding anything herein to the contrary, Seller Representative and each Seller hereby acknowledges and agrees that neither the Administrative Agent nor any Purchaser shall be in any way responsible for the performance of any Contract and no such Person shall have any obligation to intervene in any Dispute arising out of the performance of any Contract. All obligations of a Seller as seller of the Goods and Services and provider of any related services, including, without limitation, all obligations of such Seller as seller under the Contracts, all representations and warranty obligations, all servicing obligations, all maintenance obligations, and all delivery, transport and insurance obligations, shall be retained by such Seller (the "Retained Obligations"). Any claim which a Seller may have against an Obligor or any other party, and/or the failure of an Obligor to fulfill its obligations under the applicable Contract, shall not affect the obligations of such Seller to perform its obligations and make payments hereunder, and shall not be used as a defense or as set-off, counterclaim or cross-complaint as against the performance or payment of any of its obligations.

*Section 4.3 Further Assurances.* Seller Representative and each Seller agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that the Administrative Agent or any Purchaser may reasonably request in order to perfect, protect or more fully evidence or implement the transactions contemplated hereby, or to enable the Administrative Agent or any Purchaser to exercise or enforce any of its rights with respect to the Purchased Receivables, including, in the case of a Facility Suspension Event and/or a Non-Payment Event, any action reasonably requested by the Administrative Agent or any Purchaser in order to make the sale, assignment and transfer of any Purchased Receivables compliant with FACA.

## **SECTION 5. SERVICER; PURCHASER FUNDING; DISTRIBUTION FROM SELLER ACCOUNTS.**

*Section 5.1 Appointment of each Seller as a Servicer.* Each Seller hereby agrees to service and administer the Purchased Receivables sold by it as agent for the Administrative Agent and the Purchasers, all on the terms set out in this Agreement. Each Seller shall use its commercially reasonable efforts to collect each Purchased Receivable sold by it as if such Purchased Receivable had not been purchased by the Administrative Agent on behalf of the Purchasers. Each Seller agrees that such Seller shall cooperate with the Administrative Agent and shall take any and all commercially reasonable actions requested by the Administrative Agent including, without limitation, initiating appropriate legal proceedings and exercising all rights and remedies that may be available to the Seller under its commercial arrangements with the Approved Obligors, in each case, in connection with collecting and recovering all amounts owed by any Approved Obligor with respect to such Purchased Receivable. The Administrative Agent (on behalf of the Purchasers) agrees to pay the reasonable costs and expenses (including reasonable attorney's fees and expenses) approved in advance by the Administrative Agent and incurred by each Seller in connection with the performance by each such Seller of the actions requested by the Administrative Agent and specified in the immediately preceding sentence, provided, however, that the Administrative Agent shall not be responsible for any costs and/or expenses of any Seller with respect to (i) the preservation of any rights of, or the exercise of any rights by, the Administrative Agent

under, or the enforcement (whether through legal proceedings or otherwise) of, this Agreement against any Seller and (ii) actions necessary for a Seller to perform its representations, warranties, covenants and agreements contained in this Agreement (it being understood that any such costs and expenses shall be for the account of the Sellers). Without limiting the foregoing, each Seller agrees to devote to the servicing of Purchased Receivables at least the same amount of time and attention, and to exercise at least the same level of skill, care and diligence in such servicing, as if each Seller were servicing Receivables legally and beneficially owned by it. Each Purchaser shall pay each Seller a Servicing Fee as consideration for the performance of such obligations as servicer under this Section 5.1 and this Agreement. On or before each Settlement Date, the Administrative Agent shall provide to the Seller Representative (on behalf of each Seller) and each Purchaser, a calculation for the servicing fee (the "Servicing Fee") accrued for the related Settlement Period most recently ended. Such Servicing Fee shall be payable by the Administrative Agent, on behalf of the Purchasers, on such Settlement Date as provided in Section 2.4. The Servicing Fee shall be calculated as follows:

$$\text{Servicing Fee} = \text{TOA} \times \text{Rate} \times \frac{Y}{360}$$

Where:

<b>Term</b>	<b>Definition</b>
"TOA" equals	Total Outstanding Amount of all Purchased Receivables as of the first day of the relevant Settlement Period
"Rate" equals	0.03% per annum
"Y" equals	The number of days in the relevant Settlement Period

*Section 5.2 Servicing Covenants.* Each Seller covenants and agrees, in connection with its servicing obligations pursuant to Section 5.1, (i) that the payment instructions currently in force and provided to each Approved Obligor specify that each such Approved Obligor shall pay all amounts owing under the Purchased Receivables to the applicable Seller Account, (ii) not to change such payment instructions while any Purchased Receivable remains outstanding without the Administrative Agent's prior consent, (iii) that it shall keep accurate books and records with respect to each relevant Seller Account, clearly identifying the source of all amounts deposited and otherwise held therein, and (iv) to take any and all other commercially reasonable actions, including such commercially reasonable actions as may be requested by the Administrative Agent from time to time, to (a) recover and enforce payment of any defaulted Purchased Receivable and (b) ensure that all amounts owing under the Purchased Receivables be deposited by the Approved Obligors exclusively to the applicable Seller Account or as otherwise instructed by the Administrative Agent. Each Seller further covenants and agrees (A) upon receipt into a Seller Account of any Collections, such Seller shall identify and reconcile such funds with its books and records and (B) to take any and all other commercially reasonable actions, including commercially reasonable actions as may be requested by the Administrative Agent from time to time, to ensure that amounts deposited in or otherwise standing to the credit of a Seller Account will be disbursed in accordance with the provisions of Section 5.7. Any payment by an Approved Obligor of any amount owing under any Purchased Receivable that is not paid to the applicable Seller Account and is received by the applicable Seller directly shall be held in trust by such Seller as the Purchasers' exclusive property, such funds shall be safeguarded for the benefit of the Purchasers, and such funds shall promptly, and in any event within two Business Days of receipt thereof, be transferred by wire transfer to a Seller Account. No Seller shall, directly or indirectly, utilize such funds for its own purposes, nor shall any Seller have any right to pledge such funds as collateral for any obligations of any Seller or any other party. Collections shall not be deemed received by the Administrative Agent for purposes of this Agreement until credited to the Administrative Agent's Account as immediately available funds or otherwise actually received by the Administrative Agent.

*Section 5.3 Unidentified Collections on Receivables; Return of Collections.*

(a) If any payment is received by a Seller from an Approved Obligor, and such payment is not identified by such Approved Obligor as relating to a particular Receivable or Purchased Receivable and cannot otherwise be reasonably identified as relating to a particular Receivable or Purchased Receivable, such Seller will first attempt to confer with the Approved Obligor to identify the Receivable(s) to which such payment should be applied. In the event such Seller is unable to identify within two (2) Business Days the Receivable(s) to which such payment should be applied, the Seller Representative and the Administrative Agent will negotiate in good faith as to the allocation of such payment, and once the allocation of any such payment has been agreed by the Seller Representative and the Administrative Agent, such allocated payment shall be considered to be relating to the particular Receivable or Purchased Receivable agreed upon by the Seller Representative and the Administrative Agent. To the extent the preceding sentence results in collections received by a Seller being deemed collections on a Purchased Receivable, such Seller shall promptly, and in any event within two (2) Business Days, deposit such collections into a Seller Account for application in accordance with the provisions of Section 5.7.

(b) If following the delivery of any payment to the Administrative Agent's Account which is deemed to be collections on a Purchased Receivable pursuant to this Section, such payment is identified by the applicable Seller to the reasonable satisfaction of the Administrative Agent as being payment on a Receivable which is not a Purchased Receivable, then the Administrative Agent shall promptly, and in any event within five Business Days of such identification, repay such amount to the applicable Seller, in immediately available funds, by deposit to the Remittance Account for the benefit of such Seller.

*Section 5.4 Past Due Receivables.* In the event a Purchased Receivable that is a Billed Receivable has not been paid in full by the date that is thirty (30) days after the Maturity Date therefor (an "Overdue Receivable"), the applicable Seller shall determine the cause of such payment delay or non-payment, including whether it is due to a Dispute, and the applicable Seller shall deliver to the Administrative Agent and each Purchaser by no later than the third Business Day following such thirty-day period, a certification and report (a "Non-Payment Report") identifying the Overdue Receivable and the Approved Obligor thereof and describing in reasonable detail the cause of such non-payment, including whether a Dispute exists with respect to such Overdue Receivable, or certifying that such cause is unknown. In the event that a Purchased Receivable that was sold hereunder has not been paid in full by the date that is sixty (60) days after the Maturity Date therefor and no Non-Payment Report with respect thereto has been delivered or the Non-Payment Report delivered with respect thereto does not report a Dispute or states that the cause of such payment delay or non-payment is unknown (a "Non-Payment Event"), the Administrative Agent may, following five (5) Business Days after giving written notice to the Seller Representative, in its sole discretion (a) contact such Approved Obligor by phone or in person to discuss the status of such Overdue Receivable and to inquire whether such payment delay or non-payment is due to a Dispute and when payment can be expected and/or (b) take any other lawful action to collect such Purchased Receivable directly from such Approved Obligor and/or (c) without limitation on any rights of the Administrative Agent under Section 4.3 and elsewhere in this Agreement, require that the applicable Seller take any action reasonably requested by the Administrative Agent in order to make the sale, assignment and transfer of any Overdue Receivable compliant with FACA and/or (d) terminate the appointment of the applicable Seller as its servicer and agent solely for the purposes of servicing such Purchased Receivable. If the Approved Obligor advises the Administrative Agent and the Purchasers of the existence of a Dispute, the Administrative Agent shall advise the applicable Seller of such Overdue Receivable that the Approved Obligor has asserted a Dispute.

*Section 5.5 Termination of Appointment.* Upon the occurrence of any Servicer Replacement Event, the Administrative Agent may, in its discretion, or shall at the election of the Required Purchasers (i) take any lawful action to collect any Purchased Receivable purchased from such Seller directly from the respective Approved Obligor, and/or (ii) terminate the appointment of such Seller as its servicer and agent for the servicing of the Purchased Receivables, and/or (iii) take any steps required to obtain or exercise exclusive control over any Seller Account related to such Seller (including the delivery of a “notice of exclusive control” (howsoever defined) to the relevant depository bank) and/or (iv) instruct the Revolver Agent to take any steps required to obtain or exercise exclusive control over any Seller Account related to such Seller (including the delivery of a “notice of exclusive control” (howsoever defined) to the relevant depository bank) and transfer Collections on Purchased Receivables to the Administrative Agent. In addition, (1) if any Approved Obligor becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due, the Administrative Agent may, in its discretion, or shall at the election of the Required Purchasers (i) take any lawful action to collect any Purchased Receivable directly from such Approved Obligor, and/or (ii) terminate the applicable Seller as its servicer and agent solely for the purpose of servicing of the Purchased Receivables of such Approved Obligor and (2) upon the occurrence of a Non-Payment Event, the Administrative Agent may, in its discretion, or shall at the election of the Required Purchasers (i) take any lawful action to collect the relevant Purchased Receivables subject to such Non-Payment Event directly from such Approved Obligor, and/or (ii) terminate the applicable Seller as its servicer and agent solely for the purpose of servicing of the Purchased Receivables subject to such Non-Payment Event. In the event of any termination of any Seller as servicer with respect to any Purchased Receivable, (A) each Seller agrees to take action reasonably requested by the Administrative Agent in order to make the sale, assignment and transfer of the applicable Purchased Receivables compliant with FACA and to provide the Administrative Agent with all underlying documentation that the Administrative Agent may reasonably require in order to enable the Administrative Agent to enforce the payment obligation of any Approved Obligor with respect to a Purchased Receivable, (B) the Administrative Agent may, but shall not be obligated to, notify each applicable Approved Obligor of the transfers hereunder and direct each applicable Approved Obligor to make payments as the Administrative Agent may elect or desire, and (C) no Seller shall interfere with such servicing or collection of such Purchased Receivable or attempt to receive or make collection from any Approved Obligor in respect of such Purchased Receivable. In addition, each Seller hereby grants to the Administrative Agent an irrevocable power of attorney (coupled with an interest) authorizing and permitting the Administrative Agent, at its option, with or without notice to any Seller, to do any one of the following that are necessary, in the determination of the Administrative Agent, to collect amounts due with respect to any Purchased Receivable and to otherwise direct any one or more Approved Obligor to make payment directly to an account of the Administrative Agent at any time following a Non-Payment Event or a Servicer Replacement Event: (I) endorsing the name of such Seller upon any check or other instrument, document or agreement with respect to any Purchased Receivable; (II) endorsing the name of such Seller on any freight or express bill or bill of lading relating to any Purchased Receivable; (III) deliver and execute any documents and provide any information, in each case, as may be required in order to make the sale, assignment and transfer of any Purchased Receivables compliant with FACA; (IV) take any lawful action to enforce and otherwise collect any Purchased Receivable directly from such Approved Obligor; and (V) taking all action as the Administrative Agent deems appropriate in connection with the foregoing. Each Seller agrees that the Administrative Agent will not be liable for any acts of commission or omission or for any error of judgment or mistake of fact or Law in connection with the exercise of such power of attorney except to the extent the same constitutes gross negligence or willful misconduct.

*Section 5.6 Purchaser Funding Obligations.*

(a) *Purchaser Report.* To the extent previously received by the Administrative Agent pursuant to the terms of this Agreement, on or before 4:00 p.m. (New York time) on each Reconciliation Date, the Administrative Agent shall deliver to each Purchaser a report (a “*Purchaser Report*”) containing the following information:

- (1) a copy of the most recent Portfolio Report delivered to the Administrative Agent;
- (2) such Purchaser’s Pro Rata Share of (x) the Accrued Aggregate Unreimbursed Purchase Discount and (y) the Funded Amount;
- (3) the Pro Rata Share of (x) the Payment Amount payable by the Purchaser (if the Payment Amount is positive) or to be paid to such Purchaser (if the Payment Amount is negative, and subject to receipt of the corresponding amounts by the Administrative Agent) on the next succeeding Settlement Date or (y) the Termination Payment Amount to be paid to such Purchaser on the next succeeding Termination Settlement Date, as applicable; and
- (4) the date of the next succeeding Settlement Date or Termination Settlement Date, as applicable.

(b) *Purchaser Funding.* On each Settlement Date, if the Payment Amount is positive, each Purchaser shall pay to the Administrative Agent such Purchaser’s Pro Rata Share of such Payment Amount on or prior to 12:00 noon (New York time) by wire transfer to a bank account designated by the Administrative Agent to such Purchaser from time to time. Each Purchaser acknowledges that the Administrative Agent will rely on the payment by such Purchaser of its Pro Rata Share of the Payment Amount on each Settlement Date in order to satisfy its funding requirements to the Sellers.

*Section 5.7 Distributions from Seller Accounts.*

(a) *Collections in the Seller Accounts.* On each Settlement Date, the Seller Representative or any applicable Seller shall apply Collections received during the preceding Settlement Period in accordance with the following procedure:

- (i) if the Payment Amount is negative, the Seller Representative or the applicable Seller will pay the absolute value thereof, together with the amount of any applicable Administration Fee and Unused Fee, to the Administrative Agent from such Collections; if such Collections are insufficient to pay the full amount due and owing to the Administrative Agent and the Purchasers, then after applying such Collections to the payment of the Payment Amount (and, to the extent of available funds, the Administration Fee and Unused Fee) any remaining shortfall shall be paid directly by the Seller Representative or the applicable Seller from its general funds by deposit into the Administrative Agent’s Account; and
- (ii) if the Payment Amount is positive, then the amount thereof will be payable by the Administrative Agent (on behalf the Purchasers) to the Seller Representative (for further distribution to the applicable Seller).

(b) *Application of Collections.* On each Termination Settlement Date, the Seller Representative or any applicable Seller shall apply Collections received into the Seller Accounts in

accordance with the following procedure: the Seller Representative or any applicable Seller will pay the Termination Payment Amount and any applicable Administration Fee to the Administrative Agent from such Collections. If such Collections are insufficient to pay the full amount due and owing to the Administrative Agent and the Purchasers, then after applying such Collections to the payment of the Termination Payment Amount (and, to the extent of available funds, any applicable Administration Fee), any remaining shortfall shall be paid directly by the Seller Representative or the applicable Seller from its general funds by deposit into the Administrative Agent's Account.

(c) *Delivery of Collections to Purchasers.* The Administrative Agent will pay to each Purchaser, such Purchaser's share of such Collections in accordance with such Purchaser's Asset Interests. The Administrative Agent may, at its discretion from time to time, setoff from Collections payable to the Purchasers hereunder the full amount (or any partial amount available thereunder) of such Purchaser's share of the Payment Amount due and payable hereunder from time to time and other applicable obligations due to the Administrative Agent from such Purchaser. The Administrative Agent shall hold all Collections received by the Administrative Agent in trust for the Purchasers until paid by the Administrative Agent to the Purchasers. Any amounts payable by the Administrative Agent under this Section 5.7(c) shall be paid on the same day that the corresponding amounts are received by the Administrative Agent into the Administrative Agent's Account, provided that if such amounts are received by the Administrative Agent after 3:00 p.m. on a Business Day, or if they are otherwise received on a day that is not a Business Day, then the corresponding amounts payable by the Administrative Agent hereunder shall be paid on the next following Business Day.

(d) *Enforcement of Account Control Agreements.* At any time that a Facility Suspension Event is in effect, the Administrative Agent will be authorized to instruct the Revolver Agent to give notice of exclusive control under any or all Account Control Agreements in accordance with the terms of the Intercreditor Agreement. Once given, any such notice will be irrevocable.

(e) *Adjustment of Certain Payments.* If for any reason any payment received by the Administrative Agent in respect of any Collection is rescinded or must otherwise be returned by the Administrative Agent and the Administrative Agent has already paid to a Purchaser its share of such payment pursuant to this Agreement, such Purchaser will, upon notice from the Administrative Agent, promptly pay to the Administrative Agent an amount equal to such Purchaser's share of the amount so rescinded or returned, together with interest thereon at the overnight rate for Federal funds transactions between member banks of the Federal Reserve System, as published by the Federal Reserve Bank of New York (the "Federal Funds Rate") for each day from and including the making of the payment to such Purchaser, to but excluding the date of said payment to the Administrative Agent, plus its pro rata share of any penalty or similar such amount, if any, as is required to be paid by the Administrative Agent with respect to such rescinded or returned payment; provided that such Purchaser shall not be obligated to pay any portion of any penalty or similar such amount to the extent that such rescinded or returned payment resulted from the gross negligence or the willful misconduct of the Administrative Agent. For the avoidance of doubt, any amounts that are returned pursuant to this provision will continue to be subject to the terms of this Agreement.

## **SECTION 6. PORTFOLIO REPORTS; RECONCILIATION OF RECEIVABLES.**

*Section 6.1 Portfolio Reports.* The Seller Representative shall be responsible for submitting a Portfolio Report via the PrimeRevenue System to the Administrative Agent on each Reconciliation Date and on the Termination Date; *provided, however*, and notwithstanding anything herein to the contrary, if the PrimeRevenue System is not operational or is otherwise offline on any Reconciliation Date or on the Termination Date, then for such Reconciliation Date or Termination Date, as applicable, the Seller

Representative may deliver a Portfolio Report to the Administrative Agent in the form of Exhibit A-2, and this Agreement shall be construed and interpreted accordingly, *mutatis mutandis*.

*Section 6.2 Receivable Monitoring Report.* The Seller Representative shall deliver a completed receivable monitoring report in the form of Exhibit C to the Administrative Agent no later than twenty (20) Business Days following the end of each calendar quarter.

*Section 6.3 Reconciliation Prior to the Termination Date.* If, at any time prior to the Termination Date, the Total Outstanding Amount is greater than the Maximum Funded Amount, then the following procedure will be used by the Seller Representative for purposes of determining which Eligible Receivables constitute Purchased Receivables: *first*, all Eligible Receivables that were Purchased Receivables as of the immediately preceding Reconciliation Date, and that remain outstanding, shall be designated as Purchased Receivables (including, for the sake of clarity, any Eligible Unbilled Receivables that were Purchased Receivables as of the immediately preceding Reconciliation Date and that have subsequently been converted into Billed Receivables), and *second*, new Billed Receivables arising after the immediately preceding Reconciliation Date shall be designated as Purchased Receivables based on Maturity Date (designating the Billed Receivable with the closest Maturity Date as a Purchased Receivable, then designating the Billed Receivable with the second closest Maturity Date as a Purchased Receivable, and continuing in the same manner until either all new Billed Receivables have been designated as Purchased Receivables or the designation of the next following Billed Receivable as a Purchased Receivable would result in the aggregate outstanding Net Face Value of all Purchased Receivables exceeding the Maximum Funded Amount).

*Section 6.4 Reconciliation Following the Termination Date.* If, as of the Termination Date, the Total Outstanding Amount is greater than the Funded Amount, then the following procedure will be used by the Seller Representative for purposes of determining which Eligible Receivables constitute Purchased Receivables: *first*, all Eligible Receivables that were Purchased Receivables as of the immediately preceding Reconciliation Date, and that remain outstanding, shall be designated as Purchased Receivables (including, for the sake of clarity, any Eligible Unbilled Receivables that were Purchased Receivables as of the immediately preceding Reconciliation Date and that have subsequently been converted into Billed Receivables), and *second*, new Billed Receivables arising after the immediately preceding Reconciliation Date shall be designated as Purchased Receivables based on Maturity Date (designating the Billed Receivable with the closest Maturity Date as a Purchased Receivable, then designating the Billed Receivable with the second closest Maturity Date as a Purchased Receivable, and continuing in the same manner until either all new Billed Receivables have been designated as Purchased Receivables or the designation of the next following Billed Receivable as a Purchased Receivable would result in the aggregate outstanding Net Face Value of all Purchased Receivables exceeding the Funded Amount).

## **SECTION 7. OTHER INFORMATION; THE SELLERS' BOOKS AND RECORDS; INSPECTION; THE ADMINISTRATIVE AGENT'S RECORDS.**

*Section 7.1 Other Information.* Each Seller will provide the Administrative Agent and the Purchasers with such other reports, information, documents, books and records related to a Purchased Receivable as the Administrative Agent or any Purchaser may reasonably request or any other information that the Administrative Agent or any Purchaser may require for capital or regulatory purposes and which may be lawfully disclosed or provided to the Administrative Agent or such Purchaser, including, without limitation, promptly after request by the Administrative Agent or any Purchaser (a) a copy of the purchase order or sales order and (except in the case of Eligible Unbilled Receivables)

Invoices relating to each Purchased Receivable; and (b) all billings, statements, correspondence and memoranda directed to the Obligor in relation to each Purchased Receivable.

*Section 7.2 The Sellers' Books and Records.* Each Seller shall maintain its books and records, including but not limited to any computer files and master data processing records, so that such records that refer to Purchased Receivables sold hereunder shall indicate clearly that such Seller's right, title and interest in such Receivables have been sold to the Administrative Agent on behalf of the Purchasers.

*Section 7.3 Inspection.* Each Seller shall (a) at any time reasonably convenient to such Seller during regular business hours and upon reasonable prior notice, permit the Administrative Agent or any of its agents or representatives, (i) to examine and make copies of and abstracts from such Seller's Sales Records and the Invoices in respect of Purchased Receivables and permit the Administrative Agent to take such copies and extracts from the Sales Records and to provide the Administrative Agent with copies or originals (as required by the Administrative Agent) of the Invoices relating to Purchased Receivables as it may require and generally allow the Administrative Agent to review, check and audit each Seller's credit control procedures, and (ii) to visit the offices and properties of each Seller for the purpose of examining such records and to discuss matters relating to Purchased Receivables or each Seller's performance hereunder with any of the officers or employees of each Seller having knowledge of such matters; and (b) without limiting the provisions of clause (a), from time to time on request of the Administrative Agent and upon reasonable prior notice and subject to the Seller Representative receiving acceptable confidentiality undertakings thereof, permit certified public accountants or other auditors acceptable to the Administrative Agent to conduct, at the applicable Seller's expense, a review of each Seller's books and records to the extent related to the Purchased Receivables; provided that (i) during the continuation of a Servicer Replacement Event, such access and inspections referred to in clauses (a) and (b) may occur at any time and (ii) unless a Servicer Replacement Event has occurred and is continuing, only one such access and inspection in any calendar year shall be at the expense of such Seller.

*Section 7.4 The Administrative Agent's Records.* The Administrative Agent is irrevocably authorized by each Seller to keep records of all purchases, which records shall be consistent with all information set forth in each Portfolio Report delivered to the Administrative Agent via the PrimeRevenue System, and evidences the dates and amounts of purchases and the applicable Purchase Discount or Adjusted Discount in effect from time to time.

## **SECTION 8. CONDITIONS PRECEDENT.**

*Section 8.1 Conditions Precedent to the Closing Date.* The occurrence of the Closing Date is subject to the satisfaction of the following conditions, each to the satisfaction of the Administrative Agent and each Purchaser in its sole discretion and, as to any agreement, document or instrument specified below, each in form and substance reasonably satisfactory to the Administrative Agent's and each Purchaser in its sole discretion:

- (a) The Administrative Agent shall have received each of the following:
  - (i) An executed counterpart of this Agreement, the CACI Performance Undertaking and the Intercreditor Agreement.
  - (ii) An executed Account Control Agreement with respect to each Seller Account relating to the Initial Sellers.



- (iii) Certified copies of resolutions of CACI and each Initial Seller authorizing this Agreement and the other Purchase Documents and authorizing a person or persons to sign those documents including any subsequent notices and acknowledgements to be executed or delivered pursuant to this Agreement, the other Purchase Documents and any other documents to be executed or delivered by each Initial Seller pursuant hereto or thereto.
- (iv) Opinions of counsel to CACI and each Initial Seller, including opinions with respect to due organization and good standing of each such Person, due authorization, execution and delivery of this Agreement and the other Purchase Documents entered into on or about the date hereof by such Person, validity and enforceability of this Agreement and the other Purchase Documents with respect to such Person, non-contravention of organizational documents, material agreements and law, no consents, creation of security interest and perfection of security interest (including perfection by control with respect to each Seller Account), and such other matters as the Administrative Agent and the Purchasers may reasonably request.
- (v) An officer incumbency and specimen signature certificate for CACI and each Initial Seller.
- (vi) Organizational documents of CACI and each Initial Seller certified by the applicable governmental authority (as applicable), and evidence of good standing (as applicable).
- (vii) Opinions of counsel to CACI and each Initial Seller with respect to true sale matters.
- (viii) Evidence of the existence of each Seller Account relating to the Initial Sellers.
- (ix) A certification that each Initial Seller has instructed each Approved Obligor to pay all amounts owing on Receivables only to the applicable Seller Account.

*Section 8.2 Conditions Precedent to the Facility Activation Date.* The occurrence of the Facility Activation Date is subject to the satisfaction of the following conditions, each to the satisfaction of the Administrative Agent and each Purchaser in its sole discretion and, as to any agreement, document or instrument specified below, each in form and substance reasonably satisfactory to the Administrative Agent's and each Purchaser in its sole discretion:

- (a) The Administrative Agent shall have received each of the following:
  - (i) Opinions of counsel to CACI, including opinions with respect to due authorization, execution and delivery of the deposit account control agreement described in clause (ii) below (the "MUFG Account Control Agreement") below by CACI, validity and enforceability of the MUFG Account Control Agreement with respect to CACI, non-contravention of organizational documents, material agreements and law, no consents, creation of security interest and perfection of security interest (including perfection by control with respect to the Refundable Discount Advance Account), and such other matters as the Administrative Agent and the Purchasers may reasonably request.

(ii) An executed deposit account control agreement with respect to the Refundable Discount Advance Account, in form and substance reasonably satisfactory to the parties thereto, among the Seller Representative (in its capacity as owner of the Refundable Discount Advance Account), the Administrative Agent and MUFG, as depository institution.

(iii) Proof of payment of all reasonable attorneys' fees and disbursements incurred by the Administrative Agent and required, pursuant to Section 14.2 of this Agreement, to be reimbursed by the Sellers.

(b) Each Initial Seller shall have funded the Refundable Discount Advance in the amount required under Section 2.8(b).

(c) Each Initial Seller shall have paid all fees owed on or prior to the Facility Activation Date to the Administrative Agent (if, applicable, for the benefit of the Purchasers) pursuant to the terms of this Agreement or any fee letter executed in connection herewith.

*Section 8.3 Conditions Precedent to Each Purchase.* The Administrative Agent's purchase of any Receivable on each Purchase Date (for the benefit of the Purchasers) is subject to the satisfaction of the following conditions, each to the satisfaction of the Administrative Agent and each Purchaser, in each case, in its sole discretion (provided that, with respect to any proposed Purchase Date unless the Administrative Agent is notified in writing prior to such Purchase Date by a Purchaser to the contrary, the Administrative Agent may assume that the Purchasers' are so satisfied):

(a) After giving effect to such purchase, the Total Outstanding Amount of all Purchased Receivables of all Approved Obligors as of such date will not exceed the Maximum Funded Amount (it being understood that, if at any time prior to the Termination Date the Total Outstanding Amount of Eligible Receivables exceeds the Maximum Funded Amount, Section 6.3 shall apply).

(b) The representations and warranties made by each Seller in Section 9.1 of this Agreement are true and correct in all respects as of such Purchase Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all respects on and as of such earlier date.

(c) The representations and warranties made by each Seller in Section 9.2 of this Agreement with respect to the Purchased Receivables purchased on such Purchase Date are true and correct in all respects as of such Purchase Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all respects on and as of such earlier date.

(d) No Shutdown of the U.S. Government has occurred and is continuing; provided that if consented to by the Administrative Agent and the Purchasers in writing in their sole discretion in advance of any purchase, the foregoing limitation will not apply to any Non-Affected Receivables.

## **SECTION 9. REPRESENTATIONS AND WARRANTIES.**

*Section 9.1 Generally.* Each of the Seller Representative and each Seller hereby makes the following representations and warranties for the benefit of the Administrative Agent and each Purchaser as of the Closing Date and on each Purchase Date:

(a) Such Person is (i) duly organized, validly existing, and, to the extent applicable under the Laws of its jurisdiction of organization, in good standing under the Laws of its jurisdiction of organization and has all organizational powers and all material governmental licenses, authorizations, consents, and approvals required to carry on its business as now conducted and (ii) is qualified to do business in every jurisdiction where the nature of its business requires it to be so qualified, except, with respect to clause (ii), to the extent that failure to so qualify would not reasonably be expected to have a material impairment of its ability to perform its obligations hereunder or under the other Purchase Documents and would not have a material adverse effect on the collectability of the Purchased Receivables taken as a whole or a material impairment on the interests of the Administrative Agent or any Purchaser under the Purchase Documents taken as a whole (a "Material Adverse Effect").

(b) Such Person has the requisite power and authority to enter into and deliver this Agreement and the other Purchase Documents and, if such Person is a Seller, to assign and sell the Receivables being sold by it on the applicable Purchase Date in the manner herein contemplated, and it has taken all necessary corporate or other action required to authorize the execution, delivery and performance of this Agreement, the other Purchase Documents and the assignment and sale of such Receivables. This Agreement and the other Purchase Documents to which such Person is a party have been duly executed and delivered by such Person.

(c) This Agreement, the other Purchase Documents and the sale, assignment and transfer of the Purchased Receivables hereunder constitutes the legal, valid and binding obligations of such Person, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting the rights and remedies of creditors and general principles of equity, regardless of whether enforcement is sought in proceedings in equity or at Law. This Agreement creates a valid security interest in each Purchased Receivable. If such Person is a Seller, upon the filing of a UCC financing statement in the state of incorporation of such Person set forth in the UCC Information, listing such Person, as debtor, and the Administrative Agent, as secured party, and covering Purchased Receivables from time to time purchased hereunder, the Administrative Agent shall have, for the benefit of the Purchasers, a first priority perfected security interest in each such Purchased Receivable.

(d) The UCC Information is true and correct in all respects. All documents, certificates and written materials furnished to the Administrative Agent or any Purchaser by or on behalf of such Person for use in connection with the transactions contemplated in this Agreement, taken as a whole with other documents, certificates and written materials furnished contemporaneously therewith, do not contain any untrue statement of material fact or omit to state a material fact (known to such Person in the case of any documents, certificates or written statements not prepared by it) necessary in order to make the statements contained therein not misleading in light of the circumstances under which the same were made.

(e) Neither the execution nor the delivery of this Agreement, the other Purchase Documents or any of the other documents related hereto or thereto, nor the performance of or compliance with the terms and provisions hereof or thereof will conflict with or result in a breach of or give rise to a default under (i) any Laws, (ii) any indenture, loan agreement, security agreement, instrument or other material agreement binding upon such Person or any of its properties, or (iii) any provision of such Person's organizational documents which could, in the case of clause (ii) only, reasonably be expected to have a Material Adverse Effect.

(f) No authorization, consent or approval or other action by, and no notice to or filing (other than the UCC financing statements required to be filed hereunder) with, any Governmental

Authority is required to be obtained or made by such Person for the due execution, delivery and performance by it of this Agreement or any other Purchase Document.

(g) No Insolvency Event with respect to such Person has occurred and is continuing.

(h) There is no pending or, to its knowledge, threatened action, proceeding, investigation or injunction, writ or restraining order affecting such Person or any of its Affiliates before any court, governmental entity or arbitrator, which could reasonably be expected to have an adverse effect on the enforceability of this Agreement (including, without limitation, the enforceability of the Administrative Agent's or any Purchaser's ownership interest in the Purchased Receivables) or the ability of such Person to perform its obligations hereunder.

(i) No effective financing statement or other instrument similar in effect covering any Purchased Receivable is on file in any recording office, except those filed in favor of the Administrative Agent relating to this Agreement, and no competing notice or notice inconsistent with the transactions contemplated in this Agreement remains in effect.

(j) If such Person is a Seller, such Person has not pledged or granted any security interest in any Purchased Receivable to any person except pursuant to this Agreement.

(k) Such Person is in compliance with all covenants and other agreements contained in this Agreement.

(l) The most-recently due Portfolio Report has been delivered in accordance with the terms of this Agreement.

(m) Policies and procedures have been implemented and maintained by or on behalf of such Person that are designed to achieve compliance by such Person and its Subsidiaries, Affiliates, directors, officers, employees and agents with Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions, and such Person and its Subsidiaries, Affiliates, officers, employees, directors and agents acting in any capacity in connection with or directly benefitting from the facility established hereby, are in compliance with Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions.

(n) (i) None of such Person or any of its Subsidiaries, Affiliates, directors, officers, employees, or agents that will act in any capacity in connection with or directly benefit from the facility established hereby is a Sanctioned Person, (ii) none of such Person or any of its Subsidiaries is organized or resident in a Sanctioned Country, and (iii) such Person has not violated, been found in violation of or is under investigation by any Governmental Authority for possible violation of any Anti-Corruption Laws, Anti-Terrorism Laws or of any Sanctions.

(o) No proceeds received by such Person or any of its Subsidiaries or Affiliates in connection with any purchase of Receivables hereunder will be used in any manner that will violate Anti-Corruption Laws, Anti-Terrorism Laws or Sanctions.

(p) As of the Closing Date, such Person is an entity (other than a bank) whose common stock or analogous equity interests are listed on the New York Stock Exchange or the American Stock Exchange or have been designated as a NASDAQ National Market Security listed on the NASDAQ stock exchange (as used in this clause, a "listed entity") or that is organized under the laws of the United States or of any state and at least 51 percent of whose common stock or analogous equity interest is owned by a listed entity and is excluded on that basis from the definition of Legal Entity Customer as defined in the Beneficial Ownership Rule.

*Section 9.2 Purchased Receivables.* Each Seller hereby makes the following representations and warranties with respect to each Purchased Receivable sold by it for the benefit of the Administrative Agent and each Purchaser as of the applicable Purchase Date with respect to such Purchased Receivable:

(a) Prior to giving effect to the sale of such Purchased Receivable, such Seller has a valid ownership interest therein, free and clear of any Adverse Claim. Such Purchased Receivable is a valid, current and freely assignable trade account receivable and the assignment of such Purchased Receivable is not subject to a consent requirement by any third party to the sale or other transfer of such Purchased Receivable or the grant of a security interest or other lien in such Purchased Receivable other than consents previously obtained in writing by such Seller and that remain in effect as of the Purchase Date. Such Seller shall have provided to the Administrative Agent the Contract number no later than the Reconciliation Date immediately following the purchase of such Purchased Receivable; provided that such information may be provided in the related Portfolio Report submitted on such Reconciliation Date via the PrimeRevenue System.

(b) The sale of such Purchased Receivable by such Seller to the Administrative Agent, on behalf of the Purchasers, under the Purchase Documents constitutes a true sale or other absolute transfer of such Purchased Receivable by such Seller to the Administrative Agent and upon purchase by the Administrative Agent, such Purchased Receivable will have been validly and absolutely assigned, transferred and sold to the Administrative Agent and the Administrative Agent shall acquire a legally valid ownership interest in such Purchased Receivable, free and clear of any Adverse Claim without any need on the part of such Seller, any Purchaser or the Administrative Agent to (i) notify the applicable Approved Obligor or (ii) other than the UCC financing statements required to be filed hereunder, file, register or record any Purchase Document or the sale of such Purchased Receivable under the Laws applicable to such Seller, except, in each case, as may be required in order to comply with FACA. All of such Seller's right, title and interest in and to such Purchased Receivable will have been validly sold and absolutely assigned and transferred to the Administrative Agent on behalf of the Purchasers, and the Administrative Agent will have the legal and beneficial right to be paid the face amount of such Purchased Receivable free of any Adverse Claim. Such Purchased Receivable is sold hereunder in good faith and without actual intent to hinder, delay or defraud present or future creditors of such Seller.

(c) Such Purchased Receivable and the applicable Contract constitutes a bona fide, existing and enforceable legal, valid and binding obligation of the applicable Approved Obligor, arising out of an arm's-length sale by such Seller of Goods and Services relating to information technology and outsourcing solutions, in each case, in the ordinary course of its and such Approved Obligor's businesses subject to bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting the rights and remedies of creditors and general principles of equity, regardless of whether enforcement is sought in proceedings in equity or at Law. The applicable Contract constitutes an existing and enforceable legal, valid and binding obligation of such Seller subject to bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting the rights and remedies of creditors and general principles of equity, regardless of whether enforcement is sought in proceedings in equity or at Law. Such Purchased Receivable and the related Contract under which it arises comply with, and the Goods and Services with respect thereto have been manufactured in compliance with, and any related services have been provided in compliance with, the requirements of all applicable laws, rules, regulations or orders of any Governmental Authority and do not contravene any agreement binding upon such Seller.

(d) The Goods and Services deliverable to the applicable Approved Obligor in connection with such Purchased Receivable were received by such Approved Obligor not later than the applicable Purchase Date.

- (e) The Seller has instructed each Approved Obligor in writing to pay all amounts owing on Purchased Receivables only to the applicable Seller Account, which instructions have not been revoked or otherwise modified. The applicable Seller Account has been established and is in effect, and such Seller Account is the subject of a valid and Account Control Agreement.
- (f) As of the applicable Purchase Date, such Purchased Receivable is not subject to any Dilution except to the extent specifically included in the determination of the Net Face Value for the calculation of the applicable Purchase Price.
- (g) The applicable Approved Obligor has not in the past failed to pay any material sum due and payable to such Seller in circumstances where such Seller did not waive or consent to such failure.
- (h) No note, account, instrument, document, contract right, general intangible, chattel paper or other form of obligation other than that which has been assigned to the Administrative Agent exists which evidences such Purchased Receivable, and such Purchased Receivable is not evidenced by and does not constitute an "instrument" or "chattel paper" as such terms are defined in the UCC.
- (i) The applicable Approved Obligor is not an Affiliate or Subsidiary of any Seller.
- (j) Such Purchased Receivable has not been sold or assigned to any Person other than the Administrative Agent.
- (k) Neither such Seller, nor, to the best of such Seller's knowledge, the applicable Approved Obligor, is in default of the applicable Contract or is in breach of its terms.
- (l) Neither such Seller nor the applicable Approved Obligor has asserted any Dispute or event of default with respect to such Purchased Receivable.
- (m) Such Purchased Receivable is an Eligible Receivable and is denominated in U.S. Dollars.
- (n) Such Purchased Receivable does not represent a progress billing or a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis, does not relate to payments of interest and has not been invoiced more than once.
- (o) The Maturity Date for such Purchased Receivable is not more than sixty (60) days after the issuance date of the Invoice with respect thereto.
- (p) There are no facts known to such Seller concerning such Approved Obligor, such Purchased Receivable or the applicable Contract which might have an adverse impact on the ability or willingness of such Approved Obligor to pay the Net Face Value for such Purchased Receivable when due, including information concerning any existing or potential Disputes, except as otherwise previously disclosed to the Administrative Agent and the Purchasers.
- (q) To the applicable Seller's knowledge, the applicable Approved Obligor has not ceased to pay its debts as they become due, and none of its payment obligations are subject to moratorium or any other similar event or condition.

(r) There are no actions, claims or proceedings now pending between such Seller and the applicable Approved Obligor. There are no pending or, to the applicable Seller's knowledge, threatened actions or proceedings before any court or administrative agency related to or in any way connected to such Purchased Receivable.

(s) If such Purchased Receivable is an Eligible Unbilled Receivable, the Total Outstanding Amount of such Purchased Receivable, when added to the Total Outstanding Amount of all other Eligible Unbilled Receivables will not exceed 50% of the Total Outstanding Amount.

(t) Such Purchased Receivable arises from a Designated Project.

(u) The applicable Approved Obligor is not (i) a Sanctioned Person or (ii) a natural Person acting in its individual capacity.

**SECTION 10. COVENANTS.**

*Section 10.1 The Sellers' Covenants.* Each Seller hereby agrees, at all times prior to the Final Collection Date:

(a) To take all necessary steps and actions to preserve its corporate (or other organization) existence and comply in all material respects with all Laws applicable to such Seller in the operation of its business; provided, however, that each Seller may merge into another Seller or dissolve following the assignments of its Contracts to another Seller (and all such assignments shall be permitted).

(b) To duly perform and comply in all material respects with all terms, provisions, and obligations under this Agreement and each Contract and refrain from taking any action or omitting to take any action which might prejudice or limit the Administrative Agent's or any Purchaser's rights to payment with respect to the Purchased Receivables.

(c) To promptly notify the Administrative Agent and each Purchaser in writing of (i) such Seller's knowledge of any material event or occurrence, including, without limitation, any material breach or material default by such Seller or by any Approved Obligor of any of the terms or provisions of any Contract with respect to any Purchased Receivable, any Dispute, or any governmental action affecting the ability of it or such Approved Obligor to perform its obligations under the applicable Contract to which it is a party; or (ii) any change to the UCC Information at least thirty (30) days prior to such change.

(d) To not modify the terms of any Contract in any manner which would adversely affect the collectability of any Purchased Receivables or any rights of the Administrative Agent or any Purchaser as the owners of the Purchased Receivables or would otherwise reduce the amount due thereunder or delay the Maturity Date thereof.

(e) To make all disclosures required by any applicable Law with respect to the sale of the Purchased Receivables hereunder to the Administrative Agent (on behalf of the Purchasers), and account for such sale in accordance with GAAP.

(f) To not create or permit to exist any Adverse Claim over all or any of the rights, title and interest in and to the Purchased Receivables of any Seller, any Purchaser or the Administrative Agent.

- (g) To not sell, assign or otherwise transfer the Purchased Receivables, except as specifically provided for herein.
- (h) To not close its applicable Seller Account(s) and not to instruct any Approved Obligor to pay any amounts owing under the Purchased Receivables to a bank account other than the applicable Seller Account.
- (i) To ensure that policies and procedures are maintained and enforced by or on behalf of such Seller to promote and achieve compliance by such Seller and each of its Subsidiaries, Affiliates, and their respective directors, officers, employees and agents with Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions.
- (j) To not use, or permit its Subsidiaries, Affiliates or its or their respective directors, officers, employees or agents to use, the proceeds of the purchase of Receivables hereunder (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or Anti-Terrorism Laws, (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent doing so would violate any Sanctions, or (C) in any other manner that would result in liability to any Person under any applicable Sanctions or result in the violation of any Anti-Corruption Laws, Anti-Terrorism Laws or Sanctions.
- (k) To not engage in, or permit any of its Subsidiaries, Affiliates or any director, officer, employee, agent or other Person acting on behalf of such Seller or any of its Subsidiaries in any capacity in connection with or directly benefitting from the Agreement to engage in, or to conspire to engage in, any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions.
- (l) Promptly following any change that would result in a change to the status of such Seller as an excluded "Legal Entity Customer" under the Beneficial Ownership Rule, such Seller shall execute and deliver to the Administrative Agent a Certification of Beneficial Owner(s) complying with the Beneficial Ownership Rule, in form and substance reasonably acceptable to the Administrative Agent.
- (m) On or prior to May 27, 2019, to deliver evidence reasonably satisfactory to the Administrative Agent that the tax liens evidenced by file numbers 133351 and 137671 filed in the Office of the Clerk of the Circuit Court of Arlington County, Virginia against CACI Enterprise Solutions, LLC have been satisfied and released.

**SECTION 11. REPURCHASE OF PURCHASED RECEIVABLES.**

*Section 11.1 Repurchase Price.* As used herein, the "Repurchase Price" with respect to any Purchased Receivable shall be calculated as follows:

**RP = PP + AD + AI + AO, in which:**

**Term**  
"RP" equals

**Definition**  
Repurchase Price for such Purchased Receivable as of the applicable Repurchase Date



<b><u>Term</u></b>	<b><u>Definition</u></b>
“ <b>PP</b> ” equals	The aggregate Purchase Price for such Purchased Receivable, net of any Collections received by the Administrative Agent with respect to such Purchased Receivable
“ <b>AD</b> ” equals	The Purchase Discount applicable to such Receivable and accrued for the period from the applicable Purchase Date to the applicable Repurchase Date; provided that AD shall only apply in the case of a Receivable purchased at its Discounted Purchase Price
“ <b>AI</b> ” equals	Interest on the total amount payable by the Approved Obligor with respect to such Receivable, calculated at a rate equal to LIBOR for the period from the last day of the applicable Discount Period to the applicable Repurchase Date <u>plus</u> the Applicable Margin; <i>provided</i> that the AI shall only apply if the Repurchase Date occurs after the last day of the applicable Discount Period
“ <b>AO</b> ” equals	All other amounts then payable (including, to the extent not included in PP, the full amount of the Aggregate Unreimbursed Purchase Discount corresponding to such Receivable) by the applicable Seller under the Purchase Documents with respect to such Purchased Receivable as of such Repurchase Date

*Section 11.2 Repurchase.* Upon the occurrence of a Repurchase Event with respect to any Purchased Receivable, the Administrative Agent may, upon written notice to the Seller Representative, require the applicable Seller to repurchase such Purchased Receivable on the Proposed Repurchase Date specified in such notice for an amount equal to the Repurchase Price of such Purchased Receivable.

*Section 11.3 Repurchase Date.* Upon delivery of any notice referred to in Section 11.2, (a) the Repurchase Price together with all other amounts under this Agreement and the other Purchase Documents with respect to the applicable Purchased Receivable shall become due and payable immediately, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Sellers; (b) the applicable Seller shall pay to the Administrative Agent (for the benefit of the Purchasers) by deposit in the Administrative Agent’s Account such Repurchase Price on the Proposed Repurchase Date specified in such notice, which, in any event, shall be paid not later than five (5) Business Days from the date of the delivery of such notice; and (c) on receipt of such Repurchase Price, the Administrative Agent shall (at the cost and expense of the applicable Seller) execute such documents as may be necessary to re-assign, without recourse, representation or warranty, and at no further cost to the Administrative Agent, such Purchased Receivable to the applicable Seller.

**SECTION 12. TAXES, ETC.**

*Section 12.1 Taxes.* All payments to be made by any Seller under this Agreement shall be made free and clear of and without deduction for or on account of all Taxes, except to the extent required by applicable law. All Taxes required to be deducted or withheld from any amounts paid or payable by a Seller under this Agreement, if any, shall be paid by such Seller to the applicable Governmental Authority within the time allowed under the relevant law. In addition, if any Taxes or amounts in respect of Taxes must be deducted from any amounts payable by a Seller under this Agreement and such Tax is an Indemnified Tax, such Seller shall pay such additional amounts as may be necessary to ensure that the Administrative Agent and the Purchasers receive a net amount equal to the full amount which the Administrative Agent and the Purchasers would have received had payment not been made subject to deduction of Tax by such Seller. Within 30 days of each payment to the relevant Governmental Authority by a Seller under this Section 12.1 of Tax or in respect of Taxes, such Seller shall deliver to the Administrative Agent and the Purchasers if the same is available an original receipt, certified copy or other appropriate evidence issued by the Governmental Authority to whom the payment was made that

the Tax has been duly remitted to the appropriate authority. If the Administrative Agent or any Purchaser determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been paid additional amounts pursuant to this Section 12.1, such Person shall pay to the applicable Seller an amount equal to such refund (but only to the extent of additional amounts made under this Section 12.1 with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of such Person and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, however, that nothing contained in this Agreement shall interfere with the right of the Administrative Agent and each Purchaser to arrange its Tax affairs in whatever manner it thinks fit and, in particular, none of the Administrative Agent or any Purchaser shall be under any obligation to claim credit, relief, remission, repayment or other benefit from or against its corporate profits or similar Tax liability in respect of the amount of any deduction in priority to any other claims, reliefs, credits or deductions available to it, nor shall any Seller be entitled to make any enquiries of the Administrative Agent or any Purchaser in relation to such Person's Tax affairs. The Administrative Agent and each Purchaser shall (if and to the extent that it is entitled to do so under applicable law) submit in duplicate to the Seller Representative prior to the date of the first payment by any Seller to the Administrative Agent or such Purchase, as applicable, duly completed and signed copies appropriate Internal Revenue Service forms claiming complete or partial exemption from withholding on all amounts (to which such withholding would otherwise apply) to be received by the Administrative Agent or such Purchaser, as applicable, including fees, from such Seller pursuant to this Agreement. In addition and from time to time the Administrative Agent and each Purchaser shall (if and to the extent that it is entitled to do so under applicable law) submit to the Seller Representative such additional duly completed and signed copies of one or the other of such Forms (or such successor forms as shall be adopted from time to time by the relevant United States taxation authorities) and any additional information as may be required under then current United States law, regulations or any income tax treaty to which the United States is a party to claim the inapplicability of, or exemption or partial exemption from, United States withholding (including backup withholding) taxes on payments in respect of all amounts (to which such withholding would otherwise apply) to be received by the Administrative agent or such Purchaser including fees, from such Seller pursuant to this Agreement. The Administrative Agent and each Purchaser agree that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Seller Representative in writing of its legal inability to do so.

*Section 12.2 Duties and Taxes.* All stamp, documentary, registration or other like duties or Taxes (excluding Excluded Taxes and any Taxes that are the subject of Section 12.1), including Taxes and any penalties, additions, fines, surcharges or interest relating thereto, or any notarial fees which are imposed or chargeable on or in connection with this Agreement or any other Purchase Document or any other document executed pursuant hereto or thereto shall be paid by each of the Sellers, it being understood and agreed that the Administrative Agent and each Purchaser shall be entitled but not obligated to pay any such duties or Taxes (whether or not they are its primary responsibility), and each of the Sellers shall on demand indemnify the Administrative Agent or such Purchaser, as applicable, against those duties or Taxes and against any reasonable costs and expenses so incurred by it in discharging them. Without prejudice to the survival of any other provision hereof, the terms of this Section 12.2 shall survive the termination of this Agreement and payment of all other amounts payable hereunder.

### **SECTION 13. THE ADMINISTRATIVE AGENT.**

#### *Section 13.1 Appointment and Authorization.*

(a) Each Purchaser hereby irrevocably designates and appoints MUFG as the "Administrative Agent" hereunder and authorizes the Administrative Agent to take such actions and to

exercise such powers as are delegated to the Administrative Agent hereby and to exercise such other powers as are reasonably incidental thereto, including without limitation execution and delivery of, and performance of its obligation under, the Intercreditor Agreement. The Administrative Agent shall hold, in its name, on behalf of each Purchaser, the Asset Interests of each Purchased Receivable of such Purchaser. The Administrative Agent shall not have any duties other than those expressly set forth herein or any fiduciary relationship with any Purchaser, and no implied obligations or liabilities shall be read into this Agreement, or otherwise exist, against the Administrative Agent. The Administrative Agent does not assume, nor shall it be deemed to have assumed, any obligation to, or relationship of trust or agency with, any Purchaser, any Seller or any other Person. Notwithstanding any provision hereof or any other Purchase Document, in no event shall the Administrative Agent ever be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to the provision of any Purchase Document or applicable Law.

(b) Except as otherwise specifically provided in this Agreement, the provisions of this Section 13 are solely for the benefit of the Administrative Agent and the Purchasers, and no Seller shall have any rights as a third-party beneficiary or otherwise under any of the provisions of this Section 13, except that this Section 13 shall not affect any obligations which the Administrative Agent or any Purchaser may have to any Seller under the other provisions hereof.

(c) In performing its functions and duties hereunder, the Administrative Agent shall act solely as the agent of the Purchasers and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for any Seller or any of its successors and assigns.

(d) Each Purchaser hereby acknowledges and agrees that it shall be bound by the terms of the Intercreditor Agreement as if it were a party thereto.

*Section 13.2 Delegation of Duties.* The Administrative Agent may execute any of its duties through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible to any Purchaser for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

*Section 13.3 Exculpation of Administrative Agent.* None of the Administrative Agent or any of its directors, officers, agents or employees shall be liable for any action taken or omitted (a) with the consent or at the direction of the Purchasers or (b) in the absence of such Person's gross negligence or willful misconduct. The Administrative Agent shall not be responsible to any Purchaser or other Person for (i) any recitals, representations, warranties or other statements made by any Seller or any of its Affiliates, (ii) the value, validity, effectiveness, genuineness, enforceability or sufficiency of any Purchase Document, (iii) any failure of any Seller or any of its Affiliates to perform any obligation or (iv) the satisfaction of any condition specified in Section 8.1, 8.2 or 8.3. The Administrative Agent shall not have any obligation to any Purchaser to ascertain or inquire about the observance or performance of any agreement contained in any Purchase Document or to inspect the properties, books or records of any Seller or any of its Affiliates.

*Section 13.4 Reliance by the Administrative Agent.*

(a) The Administrative Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document, other writing or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person and upon advice and statements of legal counsel (including counsel to the Seller), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall in all cases be fully justified in failing or refusing

to take any action under any Purchase Document unless it shall first receive such advice or concurrence of the Required Purchasers, and assurance of its indemnification, as it deems appropriate.

(b) The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of the Purchasers, and such request and any action taken or failure to act pursuant thereto shall be binding upon all Purchasers and the Administrative Agent.

*Section 13.5 Actions by the Administrative Agent.* The Administrative Agent shall take such actions, or refrain from taking such actions, under each of the Purchased Documents with respect to the rights and remedies of the Purchasers, including with respect to any Purchased Receivable, in each case as may be directed by the Required Purchasers; provided, that until the Administrative Agent receives such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, as Administrative Agent deems advisable and in the best interests of the Purchasers.

*Section 13.6 Non-Reliance on the Administrative Agent and Other Purchaser*

. Each Purchaser expressly acknowledges that none of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of any Seller, shall be deemed to constitute any representation or warranty by the Administrative Agent. Each Purchaser represents and warrants to the Administrative Agent that, independently and without reliance upon the Administrative Agent or any other Purchaser and based on such documents and information as it has deemed appropriate, it has made and will continue to make its own appraisal of an investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of each Seller and the Purchased Receivables and its own decision to enter into this Agreement and to take, or omit, action under any Purchase Document. Except for items specifically required to be delivered hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Purchaser with any information concerning a Seller or any of its Affiliates that comes into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

*Section 13.7 Administrative Agent and Affiliates.* Each of the Purchasers and the Administrative Agent and their respective Affiliates may extend credit to, accept deposits from and generally engage in any kind of banking, trust, debt, entity or other business with any Seller or any of its Affiliates and MUFG may exercise or refrain from exercising its rights and powers as if it were not the Administrative Agent. With respect to the purchase of Asset Interests in Receivables pursuant to this Agreement, the Administrative Agent, in its capacity as a Purchaser, shall have the same rights and powers under this Agreement as any other Purchaser and may exercise the same as though it were not such an agent, and the terms "Purchaser" and "Purchasers" shall include the Administrative Agent in its capacity as a Purchaser.

*Section 13.8 Successor Administrative Agent.* The Administrative Agent may, upon at least twenty (20) days' notice to each Seller and each Purchaser, resign as Administrative Agent. If the Person serving as Administrative Agent is subject to an Insolvency Event, the Purchasers (excluding the Purchaser that is also the Administrative Agent at such time, if applicable) may, to the extent permitted by applicable Law, by notice in writing to each Seller and such Person remove such Person as Administrative Agent. Any resignation or removal, as the case may be, shall not become effective until a successor agent is appointed by the Purchasers (excluding the Purchaser that is also the Administrative Agent at such time, if applicable), but with the consent of each Seller (provided, such consent shall not be unreasonably withheld, delayed or conditioned), and has accepted such appointment. Upon such acceptance of its appointment as Administrative Agent hereunder by a successor Administrative Agent,

such successor Administrative Agent shall succeed to and become vested with all the rights and duties of the retiring or removed, as applicable, Administrative Agent, and the retiring or removed, as applicable, Administrative Agent shall be discharged from its duties and obligations as Administrative Agent under the Purchase Documents. After any retiring or removed, as applicable, Administrative Agent's resignation or removal, as applicable, hereunder, the provisions of Sections 13 and 14 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent.

*Section 13.9 Reimbursement by the Purchasers.* Each Purchaser will reimburse the Administrative Agent, to the extent that the Administrative Agent is not reimbursed by the Sellers pursuant to the terms of this Agreement, its Pro Rata Share of any and all reasonable costs and expenses (including without limitation, reasonable legal fees and expenses) incurred by the Administrative Agent in connection with the protection or enforcement of its rights under or in connection with this Agreement and the other Purchase Documents.

#### **SECTION 14. MISCELLANEOUS.**

*Section 14.1 Indemnity.* Except with respect to Taxes (which is governed by Section 12 above), each of the Seller Representative and each Seller agrees to indemnify, defend and save harmless the Administrative Agent (including each of its branches), each Purchaser (including each of its branches), each Participant, any liquidity or credit enhancement provider of any Purchaser or Participant and each of their Affiliates, officers, directors, employees or other agents (each, an "Indemnified Party"), forthwith on demand, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs (including interest), expenses and disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel for each Indemnified Party in connection with any investigative, administrative or judicial proceeding or hearing commenced or threatened by any Person, regardless of whether any such Indemnified Party shall be designated as a party or a potential party thereto, and any fees or expenses incurred by each Indemnified Party in enforcing this indemnity), whether direct, indirect, special or consequential and whether based on any federal, state or foreign Laws, on common law or equitable cause or on contract or otherwise, that may be imposed on, incurred by, or asserted against any such Indemnified Party, in any manner relating to or arising out of or incurred in connection with this Agreement, the other Purchase Documents, any Purchased Receivable or any of the transactions contemplated hereby or thereby, including, without limitation, with respect to (y) any representation or warranty or statement made or deemed made by a Seller or the Seller Representative under or in connection with this Agreement or any of the other Purchase Documents which shall have been materially incorrect as of the date when made or the occurrence of a Dispute or any failure of a Seller or the Seller Representative to comply with its respective covenants and other agreements contained in this Agreement or any other Purchase Document in all material respects and (z) any Retained Obligations of a Seller (the "Indemnified Liabilities"); provided, neither the Seller Representative nor any Seller shall have any obligation to any Indemnified Party hereunder with respect to (i) any Indemnified Liabilities to the extent such Indemnified Liabilities arise from the gross negligence or willful misconduct of that Indemnified Party, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction, (ii) any non-payment of any Purchased Receivable except to the extent that such non-payment is caused by or is otherwise attributable to any event, circumstance or condition that gives rise to the occurrence of a Repurchase Event and (iii) any Indemnified Liabilities to the extent that such Indemnified Liabilities are otherwise payable by the Administrative Agent or a Purchaser under Section 5.1. Without prejudice to the survival of any other provision hereof, the terms of this Section 14.1 shall survive the termination of this Agreement and payment of all other amounts payable hereunder.

*Section 14.2 Expenses.* Each of the Sellers agree to pay promptly on demand (a) all actual and reasonable costs and expenses (including due diligence expenses) incurred by the Administrative Agent in connection with (i) the negotiation, preparation and execution of the Purchase Documents (including this Agreement) and (ii) any consents, amendments, waivers or other modifications thereto and the transactions contemplated thereby, including, in either case and without limitation, the reasonable fees, expenses and disbursements of counsel to the Administrative Agent in connection therewith; and (b) all costs and expenses, including reasonable attorneys' fees and costs of settlement, incurred by the Administrative Agent or any Purchaser in enforcing any obligations of any of the Sellers under any Purchase Document or in collecting any payments due from any Seller hereunder or under the other Purchase Documents or in connection with any refinancing or restructuring of the purchase arrangements provided hereunder in the nature of a "work-out" or pursuant to any insolvency or bankruptcy cases or proceedings. Without prejudice to the survival of any other provision hereof, the terms of this Section 14.2 shall survive the termination of this Agreement and payment of all other amounts payable hereunder.

*Section 14.3 Setoff.* In addition to any rights now or hereafter granted under applicable Law and not by way of limitation of any such rights, the Administrative Agent and each Purchaser is hereby authorized by each Seller at any time or from time to time, without notice to any Seller or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all deposits (general or special, including indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other indebtedness at any time held or owing by the Administrative Agent or such Purchaser to or for the credit or the account of any Seller against and on account of the obligations and liabilities of such Seller to the Administrative Agent or such Purchaser hereunder and under the other Purchase Documents, including all claims of any nature or description arising out of or connected hereto or with any other Purchase Document, irrespective of whether or not (a) the Administrative Agent or such Purchaser shall have made any demand hereunder or (b) any amounts payable hereunder shall have become due and payable pursuant hereto and although such obligations and liabilities, or any of them, may be contingent or unmatured; provided that the Administrative Agent or such Purchaser may only exercise its right of setoff in this Section 14.3 if a Facility Suspension Event has occurred and is continuing with respect to such Seller.

*Section 14.4 Notices, Addresses.* All notices, requests and demands given or made under the Purchase Documents shall be given or made in writing and unless otherwise stated shall be made by email or letter using the address as specified below or such other address as the party may designate to the other party in accordance with the provisions of this Section 14.4:

If to the Administrative Agent:

MUFG Bank, Ltd.  
1221 Avenue of the Americas  
New York, New York 10020  
Attn: R. Gregory Hurst  
Email: rhurst@us.mufg.jp

With a copy to

MUFG Bank, Ltd.  
1221 Avenue of the Americas  
New York, New York 10020  
Attn: Amy Mellon  
Email: amellon@us.mufg.jp

If to the Sellers:

c/o CACI International Inc, as Seller Representative  
1100 North Glebe Road  
Arlington, VA 22201  
Attn: Thomas Mutryn  
Email: tmutryn@caci.com

With a copy to:

c/o CACI International Inc, as Seller Representative  
1100 North Glebe Road  
Arlington, VA 22201  
Attn: Erik Hansen  
Email: ehansen@caci.com

If to a Purchaser:

The address specified below such Purchaser's signature to this Agreement

All notices, requests and demands shall be deemed to have been duly given or made (a) when dispatched by email during the recipient's normal business hours when the confirmation showing the completed transmission has been received, or (b) if mailed via a reputable international courier, when it has been left at the relevant address or five (5) Business Days after being delivered to such reputable international courier, in an envelope addressed to the applicable person at that address and to the attention of the person(s) set forth above. Each party to this Agreement shall promptly inform the other parties hereto of any changes in their respective addresses, email address specified herein.

*Section 14.5 Certificates and Determinations.* Any certification or determination by the Administrative Agent or any Purchaser of a rate or amount under any Purchase Document shall be, absent manifest error, conclusive evidence of the matters to which it relates.

*Section 14.6 Assignments and Transfers.*

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Seller may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Purchaser, and no Purchaser may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of clause (b) of this Section, (ii) by way of participation in accordance with the provisions of clause (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of clause (e) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void).

(b) Any Purchaser may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and its interest in Purchased Receivables); provided that:

- (i) after such assignment no Purchaser has a Commitment of less than \$50,000,000;
- (ii) if such assignment is a partial assignment, it is an assignment of a proportionate part of all the assigning Purchaser's rights and obligations under this

Agreement with respect to the Purchaser's interest in Purchased Receivables or the Commitment assigned;

(iii) such assignment has been approved by the Administrative Agent (such consent not to be unreasonably withheld or delayed) unless such assignment is to another Purchaser or any Affiliate thereof;

(iv) the parties to such assignment shall have executed and delivered to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$5,000; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment; and

(v) such assignee is not (A) a Seller or any Affiliate or Subsidiary thereof, (B) a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person) or (C) an Ineligible Assignee or a Defaulting Purchaser.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to clause (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Purchaser under this Agreement, and the assigning Purchaser thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Purchaser's rights and obligations under this Agreement, such Purchaser shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 14.1 and 14.2 with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Purchaser of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Purchaser of a participation in such rights and obligations in accordance with clause (d) of this Section.

(c) The Administrative Agent, acting solely for this purpose as an agent of the Sellers, shall maintain at one of its offices in New York City a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Purchasers, and the Commitments of each Purchaser, and each Purchaser's interests in the Purchased Receivables pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Sellers, the Administrative Agent and the Purchasers shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Purchaser hereunder for all purposes of this Agreement. The Register shall be available for inspection by any Seller and any Purchaser, at any reasonable time and from time to time upon reasonable prior notice.

(d) Any Purchaser may at any time, without the consent of, or notice to, any Seller or the Administrative Agent, sell participations to any Person (other than a natural Person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person, or any Seller or any Seller's Affiliates or Subsidiaries or an Ineligible Assignee) (each, a "Participant") in all or a portion of such Purchaser's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or such Purchaser's



interests in Purchased Receivables); provided that (i) such Purchaser's obligations under this Agreement shall remain unchanged, (ii) such Purchaser shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Sellers, the Administrative Agent and the other Purchasers shall continue to deal solely and directly with such Purchaser in connection with such Purchaser's rights and obligations under this Agreement. For the avoidance of doubt, each Purchaser shall be responsible for the indemnity under Section 13.9 with respect to any payments made by such Purchaser to its Participant(s).

Any agreement or instrument pursuant to which a Purchaser sells such a participation shall provide that such Purchaser shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Purchaser will not, without the consent of the Participant, agree to any amendment, modification or waiver of the type described in the proviso to Section 14.8 without the consent of each Participant. Each Participant shall be entitled to the benefits of Sections 3.3, 12.1 and 12.2 (subject to the requirements and limitations therein, including the requirements under Section 12.1 (it being understood that the documentation required under Section 12.1 shall be delivered to the participating Purchaser)) to the same extent as if it were a Purchaser and had acquired its interest by assignment pursuant to clause (b) of this Section; provided that such Participant shall not be entitled to receive any greater payment under Sections 12.1 or 12.2, with respect to any participation, than its participating Purchaser would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a change in Law that occurs after the Participant acquired the applicable participation. To the extent permitted by Law, each Participant also shall be entitled to the benefits of Section 14.3 as though it were a Purchaser; provided that such Participant agrees to be subject to Section 3.4 as though it were a Purchaser. Each Purchaser that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Sellers, maintain a register on which it enters the name and address of each Participant and each Participant's interest in the Purchased Receivables or other obligations under the Purchase Documents (the "Participant Register"); provided that no Purchaser shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in the Purchased Receivables or its other obligations under any Purchase Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Purchaser shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Notwithstanding anything herein to the contrary, any Purchaser may assign or pledge a security interest in all or any portion of its rights under this Agreement to secure obligations of such Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any other central bank. No such assignment and/or pledge shall release any Purchaser from its obligations hereunder.

*Section 14.7 No Waivers, Remedies Cumulative.* No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Purchaser, any right or remedy under the Purchase Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The

rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by Law.

*Section 14.8 Amendment.* No waiver, alteration, modification, amendment or termination hereof or of any of the provisions hereof shall be binding unless made in writing and duly executed by each Seller, the Administrative Agent and the Required Purchasers; provided that no such waiver, alteration, modification, amendment or termination shall, without the consent of all Purchasers: (i) increase or extend the Commitment of any Purchaser, (ii) alter the definition of the term Pro Rata Share or Asset Interest, (iii) extend the maturity of any Purchased Receivable or reduce any fee payable by any Seller to the Purchasers, (iv) alter the definition of the term Required Purchasers or alter, amend or modify this Section 14.8, (v) alter the term Purchase Price or its component parts, (vi) release any Seller or other Person from its obligations under this Agreement or any other Purchase Document (including the CACI Performance Undertaking and the Intercreditor Agreement), (vii) release the general security interest granted herein to the Administrative Agent, for the benefit of the Purchasers, in the Purchased Receivables (unless such release relates to a sale or other disposition of assets permitted under the terms of this Agreement) or (viii) release or terminate any Account Control Agreement; provided that the Administrative Agent may amend, alter or modify any fee letter executed in connection with this Agreement without consent of the other Purchasers. Notwithstanding anything to the contrary herein, no Defaulting Purchaser shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Purchaser or each affected Purchaser may be effected with the consent of the applicable Purchasers other than Defaulting Purchasers), except that (x) the Commitment of any Defaulting Purchaser may not be increased or extended without the consent of such Purchaser and (y) any waiver, amendment or modification requiring the consent of all Purchasers or each affected Purchaser that by its terms affects any Defaulting Purchaser disproportionately adversely relative to other affected Purchasers shall require the consent of such Defaulting Purchaser.

*Section 14.9 Accounting Treatment; Non-Reliance.* Each Seller agrees and acknowledges that (i) it is a sophisticated party in relation to this Agreement; (ii) it has made its own independent decision to enter into the Agreement, the other Purchase Documents to which it is a party and the transactions contemplated hereby and thereby and, in connection therewith, has obtained such independent accounting, legal, tax, financial and other advice as it deems necessary and appropriate (including, without limitation, as to the appropriate treatment of such transactions for accounting, legal, tax and other purposes) and (iii) it has not relied upon any representation or advice from the Administrative Agent, any Purchaser, any of their affiliates or any of their respective directors, officers, employees, contractors, counsel, advisors or other representatives in this regard.

*Section 14.10 Third Party Rights.* Other than as specifically provided in this Agreement, no Person not a party to this Agreement shall be deemed a third party beneficiary hereof, provided that each Participant is an intended third party beneficiary of, and entitled to rely on, Section 14.1.

*Section 14.11 Counterparts.* Each Purchase Document may be executed in any number of counterparts, and by the different parties thereto on separate counterparts; each such counterpart shall be deemed an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A facsimile or electronic copy of an executed counterpart of this Agreement shall be effective as an original for all purposes.

*Section 14.12 Entire Agreement.* The Purchase Documents constitute the entire agreement between the parties hereto in relation to the transactions contemplated hereby, and supersede all previous proposals, agreements and other written and oral communications in relation thereto.

*Section 14.13 Exclusion of Liability.* To the extent permitted by applicable Law, no Seller shall assert, and each Seller hereby waives, any claim against the Administrative Agent, the Purchaser and their affiliates, members of the board of directors, employees, attorneys, agents or sub-agents, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any other Purchase Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any purchase or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Seller hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

*Section 14.14 Invalidity.* If at any time any provision of the Purchase Documents shall be adjudged by any court or other competent tribunal to be illegal, invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, and the parties hereto will use their best efforts to revise the invalid provision so as to render it enforceable in accordance with the intention expressed in this Agreement.

*Section 14.15 Governing Law.* This Agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to the principles of conflicts of law thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

*Section 14.16 Consent to Jurisdiction.* Any litigation based hereon, or arising out of, under or in connection with this Agreement or any other Purchase Document, shall be brought and maintained in the courts of the State of New York sitting in New York County, New York or in the United States district court for the Southern District of New York; provided, any suit seeking enforcement against any Receivables or other property may be brought, at the Administrative Agent's option, in the courts of any jurisdiction where such Receivables or other property may be found. Each Seller hereby expressly and irrevocably submits to the jurisdiction of the courts of the State of New York sitting in New York County, New York and of the United States district court for the Southern District of New York for the purpose of any such litigation. Each Seller further irrevocably consents to the service of process by registered mail, postage prepaid, to the address specified in Section 14.4 or by personal service within or without the State of New York. Each Seller expressly and irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of venue of any such litigation brought in any such court and any claim that any such litigation has been brought in an inconvenient forum.

*Section 14.17 WAIVER OF JURY TRIAL. EACH SELLER, THE ADMINISTRATIVE AGENT AND EACH PURCHASER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER PURCHASE DOCUMENT OR ANY APPLICATION, INSTRUMENT, DOCUMENT, AMENDMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER PURCHASE DOCUMENTS, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.*

*Section 14.18 USA Patriot Act.* The Administrative Agent hereby notifies each Seller that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Title III of Pub. L. 109-177 (signed into law March 9, 2009), as amended from time to time (the "PATRIOT Act"), it

and each Purchaser is required to obtain, verify, and record information that identifies each Seller, which information includes the name and address of each Seller and other information that will allow it and such Purchaser to identify each Seller in accordance with the PATRIOT Act.

Promptly following any reasonable request therefor, each Seller shall deliver to the Administrative Agent and each Purchaser all documentation and other information required by bank regulatory authorities requested by the Administrative Agent or any Purchaser for purposes of compliance with applicable “know your customer” requirements under the PATRIOT Act, the Beneficial Ownership Rule or other applicable anti-money laundering laws, rules and regulations.

*Section 14.19 Confidentiality.* Each party hereto agrees to hold the Purchase Documents, the transactions contemplated thereby and all non-public information received by it in connection therewith from any other party hereto or its agents or representatives in confidence and agrees not to provide any Person with copies of this Agreement or such non-public information other than to (a) its affiliates and any officers, directors, members, managers, employees or outside accountants, auditors or attorneys of such party or its affiliates, (b) any prospective or actual assignee or participant which (in each case) has signed a confidentiality agreement containing provisions substantively identical to this Section 14.19 or has agreed to be subject to the terms of this Section 14.19, (c) credit support providers if they agree to hold it confidential pursuant to customary commercial terms, (d) Governmental Authorities with appropriate jurisdiction (including filings required under securities Laws) and (e) appropriate filings under the UCC. Notwithstanding the above stated obligations, the parties hereto will not be liable for disclosure or use of such information which: (i) was required by Law, including pursuant to a valid subpoena or other legal process, (ii) is disclosed or used in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Purchase Document or the enforcement of rights hereunder or thereunder, (iii) was in such Person’s possession or known to such Person prior to receipt or (iv) is or becomes known to the public through disclosure in a printed publication (without breach of any of such Person’s obligations hereunder).

*Section 14.20 Additional Sellers.* From time to time during the term of this Agreement, CACI may request that one or more of its Subsidiaries organized in the United States be added as an additional seller (each, an “Additional Seller”) under this Agreement. Any such request shall be made by the Seller Representative to the Administrative Agent and the Purchasers, and provided that the Additional Seller Conditions Precedent are satisfied (as determined by each Purchaser in its sole and absolute discretion), the Administrative Agent (at the direction of the Purchasers) shall approve any such request. In the event that any such request is approved, prior to becoming an Additional Seller such approved Affiliate must execute a Joinder Agreement and deliver the same to the Administrative Agent and the Purchasers. Once an Affiliate has been added as an Additional Seller hereunder, such Additional Seller shall be a Seller hereunder, and each reference in this Agreement to “Seller” or “Sellers” shall also mean and be a reference to such Additional Seller.

*Section 14.21 Termination of Approved Obligor.* Following the occurrence of an Approved Obligor Termination Event, the Administrative Agent may, and shall, at the direction of the Required Purchasers, revoke its approval of the relevant Approved Obligor without providing any prior written notice to the Seller Representative or any other Person. Once the Administrative Agent has revoked its approval of an Approved Obligor, such Person shall immediately cease to be an Approved Obligor hereunder (except with respect to outstanding Purchased Receivables) and the Administrative Agent shall provide an updated copy of Schedule A-1 to the Seller Representative reflecting the then-current Approved Obligors.

*Section 14.22*      *Addition of Approved Obligor.* From time to time during the term of this Agreement, the Seller Representative may request that one or more account debtors be added as an additional Approved Obligor under this Agreement. Any such request shall be made by the Seller Representative to the Administrative Agent and the Purchasers and shall include a proposed Approved Obligor Buffer Period. The Purchasers shall, in their absolute discretion, determine whether or not to accept any such request. Once each Purchaser has provided written approval of a proposed Approved Obligor to the Seller Representative and the Administrative Agent, such Person shall immediately become an Approved Obligor hereunder, and the Administrative Agent shall provide an updated copy of Schedule A-1 to the Seller Representative reflecting the then-current Approved Obligors.

*Section 14.23*      *Designated Projects.* From time to time during the term of this Agreement, the Seller Representative may, in its sole discretion, (i) designate projects with respect to Approved Obligors as additional Designated Projects under this Agreement and (ii) remove the “Designated Project” designation from then-Designated Projects. Upon not less than two (2) Business Days’ prior written notice to the Administrative Agent from the Seller Representative of the addition or removal of any project as a “Designated Project”, such project shall become a Designated Project hereunder or cease to be a Designated Project hereunder, as applicable, and the Administrative Agent shall provide an updated copy of Schedule A-2 to the Seller Representative reflecting the then-current Designated Projects. For the avoidance of doubt, such addition or removal of the “Designated Project” designation shall have no effect on the eligibility of Purchased Receivables already purchased by the Administrative Agent as of the effective date of such addition or removal.

*Section 14.24*      *Optional Repurchase of Purchased Receivables.* Notwithstanding any other provisions in this Agreement, any Seller shall have the right after receiving notice from the Administrative Agent pursuant to Section 5.4, upon not less than five (5) Business Days’ notice to the Administrative Agent, to repurchase any outstanding Overdue Receivable arising from the failure of an Approved Obligor to pay the Overdue Receivable within sixty (60) days of the terms of a Contract at a repurchase price equal to the fair market value of such Overdue Receivable, which fair market value shall be calculated in the reasonable discretion of the Administrative Agent (it being understood, for the avoidance of doubt, that, under certain circumstances, the fair market value of any Overdue Receivable may be higher than its original Net Face Value).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement by their undersigned, duly authorized officers on the date first above written:

**SELLER REPRESENTATIVE:**

**CACI INTERNATIONAL INC**, as Seller Representative

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial Officer and Treasurer

**SELLERS:**

**CACI TECHNOLOGIES, LLC**, as a Seller

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial Officer and Treasurer

**CACI NSS, LLC**, as a Seller

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial Officer and Treasurer

**CACI, INC. - FEDERAL**, as a Seller

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial Officer and Treasurer

**CACI PREMIER TECHNOLOGY, LLC**, as a Seller

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial Officer and Treasurer

**CACI-ISS, LLC**, as a Seller

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial Officer and Treasurer

**SIX3 INTELLIGENCE SOLUTIONS, LLC**, as a Seller

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial  
Officer and Treasurer

**CACI ENTERPRISE SOLUTIONS, LLC**, as a Seller

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial  
Officer and Treasurer

**CACI, LLC - COMMERCIAL**, as a Seller

By: /s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial  
Officer and Treasurer

**ADMINISTRATIVE AGENT:**

**MUFG BANK, LTD.,**  
as Administrative Agent

By: /s/ Richard Gregory Hurst  
Name: Richard Gregory Hurst  
Title: Managing Director



**PURCHASERS:**

**MUFG BANK, LTD.,**  
as Purchaser

By: /s/ Richard Gregory Hurst  
Name: Richard Gregory Hurst  
Title: Managing Director

Address:  
MUFG Bank, Ltd.  
1221 Avenue of the Americas  
New York, New York 10020  
Attn: R. Gregory Hurst  
Email: rhurst@us.mufg.jp

With a copy to

MUFG Bank, Ltd.  
1221 Avenue of the Americas  
New York, New York 10020  
Attn: Amy Mellon  
Email: amellon@us.mufg.jp

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**Section 3: EX-10.2 (EX-10.2)**

**PERFORMANCE UNDERTAKING**

This PERFORMANCE UNDERTAKING, dated as of December 28, 2018 (this "Undertaking"), is made by CACI INTERNATIONAL INC, a Delaware corporation (the "Performance Guarantor"), in favor of MUFG BANK, LTD. ("MUFG"), as Administrative Agent (as defined below) for the benefit of itself and the Purchasers (as defined below).

WITNESSETH

WHEREAS, CACI, Inc. – Federal and certain of its Subsidiaries (each, a "Seller" and collectively, the "Sellers"), MUFG, as administrative agent (the "Administrative Agent") and certain purchasers identified therein (the "Purchasers") have entered into that certain Master Accounts Receivable Purchase Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), pursuant to which the Administrative Agent (on behalf of the Purchasers) will purchase, Receivables and Related Assets from the Sellers; and

WHEREAS, it is a condition precedent for the parties to enter into the Agreement that the Performance Guarantor execute and deliver this Undertaking.

NOW THEREFORE, in consideration of the foregoing and in order to induce the Administrative Agent and the Purchasers to enter into the Agreement, the Performance Guarantor agrees as follows:

1. Performance Undertaking. For value received by it and Sellers, the Performance Guarantor hereby absolutely, unconditionally and irrevocably assures and undertakes (as primary obligor and not merely as surety) for the benefit of the Administrative Agent (for itself and on behalf of the Purchasers), the due and punctual performance and observance by each Seller and the Seller Representative (and, in each case, any of its successors and assigns) of all their covenants, agreements, undertakings, indemnities and other obligations or liabilities, whether monetary or non-monetary (including all of each Seller's payment, repurchase, indemnity or similar obligations), under the Agreement and each other Purchase Document (and regardless of the capacity of such Person in which incurred under such documents) (collectively, the "Guaranteed Obligations").

2. Expense Undertaking. The Performance Guarantor absolutely, unconditionally and irrevocably agrees to pay promptly on demand all costs and expenses of the Administrative Agent, if any (including, without limitation, reasonable counsel fees and out of pocket expenses) in connection with enforcement (whether through negotiation, legal proceedings or otherwise) of its rights under this Undertaking or any other Purchase Document (the "Expense Obligations").

3. Obligations Absolute. The Performance Guarantor agrees to pay the Guaranteed Obligations and Expense Obligations, regardless of any applicable law now or hereafter in effect in any jurisdiction affecting any terms of any Purchase Document or the rights of the Administrative Agent with respect thereto, and notwithstanding a discharge in bankruptcy of all or any part of any Seller's obligations under the Purchase Documents. The liability of the Performance Guarantor hereunder shall be an absolute and primary obligation of payment and the Administrative Agent shall not be required to

first (a) proceed against the Sellers; (b) proceed

against or exhaust any security held from the Sellers; or (c) pursue any other remedies it may have, including remedies against other guarantors.

4. Waivers. The Performance Guarantor unconditionally and irrevocably waives promptness, diligence, notice of acceptance hereof, and all other notices and demands of any kind to which the Performance Guarantor may be entitled as a guarantor, including, without limitation, demands of payment and notices of nonpayment, default, protest and dishonor to any Seller. The Performance Guarantor further hereby waives notice of, consents to, and irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the following: (a) any agreement or arrangement for payment, extension or subordination, of the whole or any part of any Seller's obligations under the Purchase Documents, (b) the modification, amendment, waiver or consent to departure of any of the terms of the Purchase Documents, including, without limitation, in the time, place or manner of payment or any increase in the Guaranteed Obligations, (c) the forbearance by the Administrative Agent in the exercise of any rights against any Seller, (d) the change in location or release of any collateral of any Seller (if any) or the taking of a security interest in any additional or substituted collateral of any Seller (if any), (e) any lack of validity or enforceability of any Purchase Document or any agreement or instrument relating thereto (including, for the avoidance of doubt, as against any Seller), (f) any defense arising by reason of any claim or defense based upon an election of remedies by the Administrative Agent that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of the Performance Guarantor or other rights of the Performance Guarantor to proceed against any Seller, (g) any defense based on the right of set-off or counterclaim against or in respect of the obligations owed by any Seller under the Purchase Documents, or (h) any other circumstance (including, without limitation, (i) any statute of limitations, (ii) any law governing usury or insolvency and (iii) any other law providing any Seller with a defense from non-payment) or any existence of or reliance on any representation by the Administrative Agent that might otherwise constitute a defense available to, or a discharge of any Seller or any other guarantor or surety. The only defense the Performance Guarantor shall have under this Undertaking is the payment and performance in full of the Guaranteed Obligations and Expense Obligations.

5. Reinstatement. This Undertaking will continue to be effective or will be reinstated, as the case may be, if at any time any payment made to the Administrative Agent is rescinded or must be returned upon the occurrence of any bankruptcy proceeding of any Seller as if such payment had not been made.

6. Continuing Guaranty. This Undertaking is a continuing guaranty and shall continue in full force and effect until terminated pursuant to this Section 6. This Undertaking shall automatically terminate upon the termination of the Commitments and the payment and performance in full of the Guaranteed Obligations and Expense Obligations (whether by any Seller or otherwise), other than contingent indemnification obligations with respect to which no claim has been made; provided, that any such termination shall be subject to the reinstatement provisions set forth in Section 5 of this Undertaking.

7. Subrogation and Other Rights. The Performance Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against any Seller that arise from the existence, payment, performance or enforcement of this Undertaking,

including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Administrative Agent against any Seller whether or not such claim, remedy or right arises in equity or under contract, statute or common law, unless and until all of the Guaranteed Obligations and Expense Obligations shall have been paid in full in cash and the Commitments have been terminated. If any amount shall be paid to the Performance Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in cash of the Guaranteed Obligations and Expense Obligations and the termination of the Commitments, such amount shall be received and held in trust for the benefit of the Administrative Agent, and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Guaranteed Obligations and Expense Obligations, as applicable, and all other amounts payable under this Undertaking.

8. Governing Law. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PERFORMANCE GUARANTOR AND THE ADMINISTRATIVE AGENT HEREBY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED HEREON. Any assignee of the Administrative Agent permitted by the Agreement and all subsequent assignees permitted by the Agreement shall have all of the rights of the Administrative Agent hereunder and may enforce this Undertaking with the same force and effect as if such Guaranty were given to such assignee in the first instance. The invalidity, illegality or unenforceability of any provision of this Undertaking shall not affect the validity, legality or enforceability of any of its other provisions. LEGAL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This Undertaking shall be binding on the Performance Guarantor and its successors and assigns.

9. Jurisdiction. THE PERFORMANCE GUARANTOR AND THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL DISTRICT COURT FOR THE STATE OF NEW YORK IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS UNDERTAKING OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE PERFORMANCE GUARANTOR AND THE ADMINISTRATIVE AGENT WAIVE ANY OBJECTIONS BASED UPON VENUE OR "FORUM NON CONVENIENS" IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING. THE PERFORMANCE GUARANTOR CONSENTS THAT PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE SERVED UPON IT BY REGISTERED MAIL DIRECTED TO UNDERSIGNED AT ITS ADDRESS SET FORTH BELOW.

10. Covenants. The Performance Guarantor covenants and agrees that it will, unless this Undertaking shall have terminated in accordance with Section 6 hereof:

(a) comply, and cause each Seller to comply, with all applicable laws, rules, regulations and orders, except to the extent any non-compliance would not reasonably be expected to have a Material Adverse Effect;

(b) at all times maintain its fundamental business and preserve and keep in full force and effect its corporate existence and all material rights, franchises and licenses necessary or desirable in the normal conduct of its business, in each case as applicable, except a Permitted Transaction and except if, in the reasonable business judgment of Performance Guarantor, it is in the business interest of the Performance Guarantor not to preserve and maintain such rights (charter and statutory), franchises and licenses, and such failure to preserve the same would not reasonably be expected to have a Material Adverse Effect. As used herein, "Permitted Transaction" means, in the case of any consolidation or merger involving the Performance Guarantor, either (i) the Performance Guarantor is the surviving entity or (ii) the Person surviving or resulting from such consolidation or merger shall have assumed the obligations of the Performance Guarantor hereunder in an agreement or instrument reasonably satisfactory in form and substance to the Administrative Agent and such surviving corporation shall have delivered, for the benefit of Administrative Agent, such other documents as may reasonably be requested, including, without limitation, information in respect of "know your customer" and similar requirements, an incumbency certificate and an opinion of nationally recognized independent counsel, or other independent counsel reasonably satisfactory to the Administrative Agent, to the effect that all agreements or instruments effecting such assumption are enforceable in accordance with their terms and comply with the terms hereof; and

(c) keep in all material respects, proper books of record and account in accordance with GAAP.

11. Taxes.

(a) All payments to be made by the Performance Guarantor under this Undertaking shall be made free and clear of and without deduction for or on account of all Taxes, except to the extent required by applicable law. All Taxes required to be deducted or withheld from any amounts paid or payable by the Performance Guarantor under this Undertaking, if any, shall be paid by the Performance Guarantor to the applicable Governmental Authority within the time allowed under the relevant law. In addition, if any Taxes or amounts in respect of Taxes must be deducted from any amounts payable by the Performance Guarantor under this Undertaking and such Tax is an Indemnified Tax, the Performance Guarantor shall pay such additional amounts as may be necessary to ensure that the Administrative Agent and the Purchasers receive a net amount equal to the full amount which the Administrative Agent and the Purchasers would have received had payment not been made subject to deduction of Tax by the Performance Guarantor. Within thirty (30) days of each payment to the relevant Governmental Authority by the Performance Guarantor under this Section 11(a) of Tax or in respect of Taxes, the Performance Guarantor shall deliver to the Administrative Agent and the Purchasers if the same is available an original receipt, certified copy or other appropriate evidence issued by the Governmental Authority to whom the payment was made that the Tax has been duly remitted to the appropriate authority. If the Administrative Agent or any Purchaser determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been paid additional amounts pursuant to this Section 11(a), such Person shall pay to the Performance Guarantor an amount equal to such refund (but only to the extent of additional amounts made under this Section 11(a) with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of such Person and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, however, that nothing contained in this Undertaking shall

interfere with the right of the Administrative Agent and each Purchaser to arrange its Tax affairs in whatever manner it thinks fit and, in particular, none of the Administrative Agent or any Purchaser shall be under any obligation to claim credit, relief, remission, repayment or other benefit from or against its corporate profits or similar Tax liability in respect of the amount of any deduction in priority to any other claims, reliefs, credits or deductions available to it, nor shall the Performance Guarantor be entitled to make any enquiries of the Administrative Agent or any Purchaser in relation to such Person's Tax affairs. The Administrative Agent and each Purchaser shall (if and to the extent that it is entitled to do so under applicable law) submit in duplicate to the Performance Guarantor prior to the date of the first payment by the Performance Guarantor to the Administrative Agent or such Purchaser, as applicable, duly completed and signed copies appropriate Internal Revenue Service forms claiming complete or partial exemption from withholding on all amounts (to which such withholding would otherwise apply) to be received by the Administrative Agent or such Purchaser, as applicable, including fees, from the Performance Guarantor pursuant to this Undertaking. In addition and from time to time the Administrative Agent and each Purchaser shall (if and to the extent that it is entitled to do so under applicable law) submit to the Performance Guarantor such additional duly completed and signed copies of one or the other of such forms (or such successor forms as shall be adopted from time to time by the relevant United States taxation authorities) and any additional information as may be required under then current United States law, regulations or any income tax treaty to which the United States is a party to claim the inapplicability of, or exemption or partial exemption from, United States withholding (including backup withholding) taxes on payments in respect of all amounts (to which such withholding would otherwise apply) to be received by the Administrative Agent or such Purchaser including fees, from the Performance Guarantor pursuant to this Undertaking. The Administrative Agent and each Purchaser agree that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Performance Guarantor in writing of its legal inability to do so.

(b) All stamp, documentary, registration or other like duties or Taxes (excluding Excluded Taxes and any Taxes that are the subject of Section 11(a)), including Taxes and any penalties, additions, fines, surcharges or interest relating thereto, or any notarial fees which are imposed or chargeable on or in connection with this Undertaking or any other document executed pursuant hereto shall be paid by the Performance Guarantor, it being understood and agreed that the Administrative Agent and each Purchaser shall be entitled but not obligated to pay any such duties or Taxes (whether or not they are its primary responsibility), and the Performance Guarantor shall on demand indemnify the Administrative Agent or such Purchaser, as applicable, against those duties or Taxes and against any reasonable costs and expenses so incurred by it in discharging them. Without prejudice to the survival of any other provision hereof, the terms of this Section 11(b) shall survive the termination of this Undertaking and payment of all other amounts payable hereunder.

12. PATRIOT Act. The Administrative Agent hereby notifies the Performance Guarantor that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Title III of Pub. L. 109-177 (signed into law March 9, 2009), as amended from time to time (the "PATRIOT Act"), it and each Purchaser is required to obtain, verify and record information that identifies the Performance Guarantor, which information includes the name and address of the Performance Guarantor and other information that will allow it and such

Purchaser to identify the Performance Guarantor in accordance with the PATRIOT Act. Promptly following any reasonable request therefor, the Performance Guarantor shall deliver to the Administrative Agent and each Purchaser all documentation and other information required by bank regulatory authorities requested by the Administrative Agent or any Purchaser for purposes of compliance with applicable “know your customer” requirements under the PATRIOT Act, the Beneficial Ownership Rule or other applicable anti-money laundering laws, rules and regulations.

13. Confidentiality and Notice Provisions. The provisions set out in Section 13.4 (*Notice, Addresses*) and Section 13.19 (*Confidentiality*) of the Agreement shall be expressly and specifically incorporated into this Undertaking, as though they were set out in full in this Undertaking. In the event of any conflict between the provisions of this Undertaking and Section 14.4 (*Notice, Addresses*) or Section 13.19 (*Confidentiality*) of the Agreement, the provisions of this Undertaking shall prevail.

14. All notices, requests and demands given or made under this Undertaking to the Performance Guarantor shall be given or made in writing and unless otherwise stated shall be made by email or letter using the address as specified below:

CACI International Inc.  
1100 North Glebe Road  
Arlington, VA 22201  
Attn: Thomas Mutryn  
Email: tmutryn@caci.com

15. Defined Terms. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Agreement.

[Signature pages follow.]

A copy of this Undertaking shall be effective as an original as provided in the Agreement.

**CACI INTERNATIONAL INC**

by/s/ Thomas A. Mutryn

Name: Thomas A. Mutryn

Title: Executive Vice President, Chief Financial Officer and Treasurer

Signature Page to Performance Undertaking

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