BOOZ ALLEN HAMILTON HOLDING CORP

FORM 10-Q
(Quarterly Report)

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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended December 31, 2011

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File No. 001-34972

Booz Allen Hamilton Holding Corporation
(Exact name of registrant as specified in its charter)

Delaware **(State or other jurisdiction of incorporation or organization)**	**26-2634160** **(I.R.S. Employer Identification No.)**
8283 Greensboro Drive, McLean, Virginia **(Address of principal executive offices)**	**22102** **(Zip Code)**

(703) 902-5000
Registrant's telephone number, including area code

(Former name, former address, and former fiscal year if changed since last report.)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "accelerated filer," "large accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

	Shares Outstanding as of January 31, 2012
Class A Common Stock	128,126,835
Class B Non-Voting Common Stock	2,621,290
Class C Restricted Common Stock	1,533,020
Class E Special Voting Common Stock	10,140,067

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PART I. FINANCIAL INFORMATION

Item 1 . Financial Statements

BOOZ ALLEN HAMILTON HOLDING CORPORATION

CONDENSED CONSOLIDATED BALANCE SHEETS

	December 31, 2011	March 31, 2011
	(Unaudited)	
	(Amounts in thousands, except share and per share data)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 405,027	$ 192,631
Accounts receivable, net of allowance	1,065,056	1,111,004
Prepaid expenses and other current assets	67,612	62,014
Total current assets	1,537,695	1,365,649
Property and equipment (less accumulated depreciation of $179.8 million and $138.1 million at December 31, 2011 and March 31, 2011, respectively)	195,277	173,430
Intangible assets, net	227,925	240,238
Goodwill	1,188,115	1,163,549
Other long-term assets	58,337	81,157
Total assets	$3,207,349	$3,024,023
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 39,375	$ 30,000
Accounts payable and other accrued expenses	377,798	406,310
Accrued compensation and benefits	392,905	396,996
Other current liabilities	27,382	32,829
Total current liabilities	837,460	866,135
Long-term debt, net of current portion	933,279	964,328
Income tax reserve	55,170	90,474
Other long-term liabilities	239,170	195,836
Total liabilities	2,065,079	2,116,773
Commitments and contingencies (Note 15)		
Stockholders' equity:		
Common stock, Class A — $0.01 par value — authorized, 600,000,000 shares; issued, 128,448,950 shares at December 31, 2011 and 122,784,835 shares at March 31, 2011; outstanding, 128,115,175 shares at December 31, 2011 and 122,784,835 shares at March 31, 2011	1,284	1,227
Non-voting common stock, Class B — $0.01 par value — authorized, 16,000,000 shares; issued and outstanding, 2,625,290 shares at December 31, 2011 and 3,053,130 shares at March 31, 2011	26	31
Restricted common stock, Class C — $0.01 par value — authorized, 5,000,000 shares; issued and outstanding, 1,533,020 shares at December 31, 2011 and 2,028,270 shares at March 31, 2011	15	20
Special voting common stock, Class E — $0.003 par value — authorized, 25,000,000 shares; issued and outstanding, 10,140,067 shares at December 31, 2011 and 12,348,860 shares at March 31, 2011	30	37
Treasury stock, at cost — 333,775 shares at December 31, 2011 and 0 shares at March 31, 2011	(5,377)	—
Additional paid-in capital	890,766	840,058
Retained earnings	260,658	71,330
Accumulated other comprehensive loss	(5,132)	(5,453)
Total stockholders' equity	1,142,270	907,250
Total liabilities and stockholders' equity	$3,207,349	$3,024,023

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

BOOZ ALLEN HAMILTON HOLDING CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(UNAUDITED)

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2011	2010	2011	2010
	(Amounts in thousands, except per share data)		(Amounts in thousands, except per share data)	
Revenue	$1,442,718	$1,389,176	$4,318,598	$4,098,319
Operating costs and expenses:				
Cost of revenue	729,977	718,574	2,172,450	2,094,232
Billable expenses	370,540	368,472	1,143,641	1,084,001
General and administrative expenses	224,483	206,203	656,608	624,533
Depreciation and amortization	19,530	20,796	55,924	59,768
Total operating costs and expenses	1,344,530	1,314,045	4,028,623	3,862,534
Operating income	98,188	75,131	289,975	235,785
Interest expense	(12,035)	(34,532)	(36,523)	(113,715)
Other, net	238	(18,656)	3,847	(25,766)
Income before income taxes	86,391	21,943	257,299	96,304
Income tax expense (benefit)	23,531	(1,695)	67,971	29,680
Net income	$ 62,860	$ 23,638	$ 189,328	$ 66,624
Earnings per common share (Note 3):				
Basic	$ 0.48	$ 0.20	$ 1.46	$ 0.60
Diluted	$ 0.44	$ 0.18	$ 1.34	$ 0.54

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

BOOZ ALLEN HAMILTON HOLDING CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(UNAUDITED)

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2011	2010	2011	2010
	(Amounts in thousands)		(Amounts in thousands)	
Net income	$ 62,860	$ 23,638	$189,328	$66,624
Actuarial gain related to employee benefits, net of taxes	106	82	321	246
Comprehensive income	$ 62,966	$ 23,720	$189,649	$66,870

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

BOOZ ALLEN HAMILTON HOLDING CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(UNAUDITED)

	Nine Months Ended December 31, 2011	Nine Months Ended December 31, 2010
	(Amounts in thousands)	
Cash flows from operating activities		
Net income	$189,328	$ 66,624
Adjustments to reconcile net income to net cash provided by operating activities:		
Gain on sale of state and local transportation business	(4,082)	—
Transaction costs on sale of state and local transportation business	(5,432)	—
Depreciation and amortization	55,924	59,768
Amortization of debt issuance costs	3,602	18,233
Amortization of original issuance discount on debt	826	4,934
Excess tax benefits from the exercise of stock options	(16,397)	(15,974)
Stock-based compensation expense	24,448	39,203
Changes in assets and liabilities:		
Accounts receivable, net	37,534	6,649
Prepaid expenses and other current assets	9,796	(17,206)
Other long-term assets	19,232	32,256
Accrued compensation and benefits	(254)	25,256
Accounts payable and other accrued expenses	(25,695)	7,956
Accrued interest	5,698	6,276
Income tax reserve	(35,304)	(10,071)
Other current liabilities	(4,457)	9,217
Other long-term liabilities	(2,748)	47,684
Net cash provided by operating activities	252,019	280,805
Cash flows from investing activities		
Purchases of property and equipment	(65,558)	(61,433)
Escrow payments	—	1,384
Proceeds from sale of state and local transportation business	23,332	—
Net cash used in investing activities	(42,226)	(60,049)
Cash flows from financing activities		
Net proceeds from issuance of common stock	6,821	252,728
Repayment of debt	(22,500)	(344,311)
Excess tax benefits from the exercise of stock options	16,397	15,974
Stock option exercises	7,262	4,790
Repurchases of common stock	(5,377)	—
Net cash provided by (used in) financing activities	2,603	(70,819)
Net increase in cash and cash equivalents	212,396	149,937
Cash and cash equivalents—beginning of period	192,631	307,835
Cash and cash equivalents—end of period	$405,027	$ 457,772
Supplemental disclosures of cash flow information		
Cash paid during the period for:		
Interest	$ 26,394	$ 99,667
Income taxes, net	$ 69,224	$ 5,462

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Amounts in thousands, except share and per share data or unless otherwise noted)
December 31, 2011

1. BUSINESS OVERVIEW

Organization

Booz Allen Hamilton Holding Corporation, including its wholly owned subsidiaries, or the Company, provides management and technology consulting services primarily to the U.S. government and its agencies in the defense, intelligence, and civil markets. The Company offers clients functional knowledge spanning strategy and organization, analytics, technology, and engineering and operations, which it combines with specialized expertise in clients' mission and domain areas to help solve critical problems. The Company, an affiliate of The Carlyle Group, or Carlyle, was incorporated in Delaware in May 2008 and is headquartered in McLean, Virginia, with approximately 26,000 employees as of December 31, 2011.

2. BASIS OF PRESENTATION

The Company prepared the condensed consolidated financial statements in this Quarterly Report on Form 10-Q, or Quarterly Report, in accordance with accounting principles generally accepted in the United States, or GAAP, for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. As a result, certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted. The Company followed the accounting policies used and disclosed in the consolidated financial statements included in the Annual Report on Form 10-K for the fiscal year ended March 31, 2011 filed with the Securities and Exchange Commission on June 8, 2011, or Annual Report. The Company's fiscal year ends on March 31 and unless otherwise noted, references to fiscal year or fiscal are for fiscal years ended March 31.

The interim financial information in this Quarterly Report reflects all adjustments, consisting of normal recurring adjustments except as otherwise disclosed, necessary for a fair presentation of the Company's results of operations for the interim periods. The results of operations for the nine months ended December 31, 2011 are not necessarily indicative of results to be expected for the full fiscal year.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting periods. Actual results experienced by the Company may differ materially from management's estimates.

Recent Accounting Pronouncements

Recent accounting pronouncements issued by the Financial Accounting Standards Board during the three months ended December 31, 2011 and through the filing date did not or are not believed by management to have a material impact on the Company's present or historical consolidated financial statements.

3. EARNINGS PER SHARE

The Company computes basic and diluted earnings per share amounts based on net income for the periods presented. The Company uses the weighted average number of common shares outstanding during the period to calculate basic earnings per share, or EPS. Diluted EPS is computed similar to basic EPS, except the weighted average number of shares outstanding is increased to include the dilutive effect of outstanding common stock options and other stock-based awards.

The Company currently has outstanding shares of Class A Common Stock, Class B Non-Voting Common Stock, Class C Restricted Common Stock, and Class E Special Voting Common Stock. Class E Special Voting Common Stock shares are not included in the calculation of EPS as these shares represent voting rights only and are not entitled to participate in dividends or other distributions.

Basic and diluted EPS for the periods presented are computed as follows:

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2011	2010	2011	2010
Earnings for basic and diluted computations	$ 62,860	$ 23,638	$ 189,328	$ 66,624
Weighted-average Class A Common Stock outstanding	127,108,438	113,723,503	125,319,720	106,180,869
Weighted-average Class B Non-Voting Common Stock outstanding	2,711,157	3,053,130	2,857,308	2,910,836
Weighted-average Class C Restricted Common Stock outstanding	1,660,262	2,028,270	1,796,304	2,028,270
Total weighted-average common shares outstanding for basic computations	131,479,857	118,804,903	129,973,332	111,119,975
Dilutive stock options and restricted stock	10,319,868	12,410,628	11,023,279	13,007,204
Average number of common shares outstanding for diluted computations	141,799,725	131,215,531	140,996,611	124,127,179
Earnings per common share				
Basic	$ 0.48	$ 0.20	$ 1.46	$ 0.60
Diluted	$ 0.44	$ 0.18	$ 1.34	$ 0.54

In the EPS calculation for the three and nine months ended December 31, 2011 and 2010, 2,410,000 options and 310,000 options, respectively, were not included in the EPS calculation as their impact was anti-dilutive.

4. GOODWILL AND INTANGIBLE ASSETS

Goodwill

As of December 31, 2011 and March 31, 2011, goodwill was $1,188.1 million and $1,163.5 million, respectively. The increase in the carrying amount of goodwill is primarily attributable to the increase in the deferred payment obligation as a result of the release of approximately $35.3 million of reserves for uncertain tax positions, partially offset by a $10.7 million reduction to goodwill related to the sale of the Company's state and local transportation business.

Intangible Assets

Intangible assets consisted of the following:

	As of December 31, 2011			As of March 31, 2011		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Amortizable intangible assets						
Contract backlog	$160,615	$ 123,245	$ 37,370	$160,800	$ 111,330	$ 49,470
Favorable leases	2,800	2,445	355	2,800	2,232	568
Total	163,415	125,690	37,725	163,600	113,562	50,038
Unamortizable intangible assets						
Trade name	190,200	–	190,200	190,200	–	190,200
Total	$353,615	$ 125,690	$227,925	$353,800	$ 113,562	$240,238

Amortization expense for the three months ended December 31, 2011 and 2010 was $4.1 million and $7.2 million, respectively, and $12.3 million and $21.5 million for the nine months ended December 31, 2011 and 2010, respectively.

5. ACCOUNTS RECEIVABLE, NET

Accounts receivable, net consisted of the following:

	December 31, 2011	March 31, 2011
Current		
Accounts receivable–billed	$ 481,441	$ 466,688
Accounts receivable–unbilled	585,949	645,664
Allowance for doubtful accounts	(2,334)	(1,348)
Accounts receivable, net	1,065,056	1,111,004
Long-term		
Unbilled receivables related to retainage and holdbacks	21,181	17,075
Total accounts receivable, net	$1,086,237	$1,128,079

The Company recognized a provision for doubtful accounts of $1.2 million and $606,000 for the three months ended December 31, 2011 and 2010, respectively, and $4.1 million and $5.9 million for the nine months ended December 31, 2011 and 2010, respectively. Long-term unbilled receivables related to retainage, holdbacks, and long-term rate settlements to be billed at contract closeout are included in other long-term assets in the accompanying condensed consolidated balance sheets.

6. ACCRUED COMPENSATION AND BENEFITS

Accrued compensation and benefits consisted of the following:

	December 31, 2011	March 31, 2011
Bonus	$ 58,783	$136,503
Retirement	170,416	93,826
Vacation	127,646	133,643
Other	36,060	33,024
Total accrued compensation and benefits	$ 392,905	$396,996

7. DEFERRED PAYMENT OBLIGATION

In connection with the merger transaction as described in the Company’s Annual Report, or the acquisition, the Company established a deferred payment obligation, or DPO, of $158.0 million, payable 8.5 years after July 31, 2008, less any settled claims. Of the $158.0 million, $78.0 million was required to be paid in full to the selling shareholders and $80.0 million is available to indemnify the Company for certain pre-acquisition tax contingencies, related interest and penalties, and other matters pursuant to the Agreement and Plan of Merger dated as of May 15, 2008, as amended as of July 30, 2008. On December 11, 2009, in connection with the recapitalization transaction as described in the Company’s Annual Report, $100.4 million was paid to selling shareholders, of which $78.0 million was the repayment of that portion of the DPO described above, with $22.4 million representing accrued interest. Any amounts remaining after the settlement of claims will be paid out to selling shareholders.

As of December 31, 2011 and March 31, 2011, the Company has recorded $55.2 million and $90.5 million, respectively, for pre-acquisition uncertain tax positions, of which approximately $17.4 million and $52.7 million, respectively, may be indemnified under the remaining available DPO. During the nine months ended December 31, 2011, the Company favorably settled approximately $35.3 million of its pre-acquisition uncertain tax positions, thereby reducing the estimated amount to be indemnified under the remaining available DPO and increasing the DPO amount to be paid to the selling shareholders. Accordingly, the $80.4 million and $38.2 million DPO balances recorded as of December 31, 2011 and March 31, 2011, respectively, within other long-term liabilities in the accompanying condensed consolidated balance sheets, represent the residual balance estimated to be paid to the selling shareholders based on consideration of contingent tax claims, accrued interest, and other matters.

A reconciliation of the principal balance of the DPO to the amount recorded in the condensed consolidated balance sheets for the periods presented are as follows:

	December 31, 2011	March 31, 2011
Deferred payment obligation	$ 80,000	$ 80,000
Indemnified pre-acquisition uncertain tax positions	(17,417)	(52,721)
Accrued interest	17,823	10,904
Amount recorded in the condensed consolidated balance sheets	$ 80,406	$ 38,183

8. DEBT

Debt consisted of the following:

	December 31, 2011		March 31, 2011	
	Interest Rate	Outstanding Balance	Interest Rate	Outstanding Balance
Tranche A Loans	2.52%	$ 478,952	2.81%	$ 497,185
Tranche B Loans	4.00%	493,702	4.00%	497,143
Total		972,654		994,328
Less: Current portion of long-term debt		(39,375)		(30,000)
Long-term debt, net of current portion		$ 933,279		$ 964,328

The Company maintains a senior secured credit agreement, as amended, with a syndicate of lenders. The senior secured credit agreement, as amended, provides for $1.0 billion in term loans ($500.0 million of Tranche A Loans and $500.0 million of Tranche B Loans) and a $275.0 million revolving credit facility. The loans under the senior secured credit agreement, as amended, are secured by substantially all of the Company's assets.

The senior secured agreement, as amended, requires quarterly principal payments of 1.25% of the stated principal amount of the Tranche A Loans, with annual incremental increases to 1.875%, 2.50%, 3.125%, and 16.25%, prior to the Tranche A Loans' maturity date of February 3, 2016, and 0.25% of the stated principal amount of the Tranche B Loans, with the remaining balance payable on the Tranche B Loans' maturity date of August 3, 2017. The revolving credit facility matures on July 31, 2014, at which time any outstanding principal balance is due in full. As of December 31, 2011 and March 31, 2011, there were no amounts outstanding on the revolving credit facility.

The total outstanding debt balance is recorded in the accompanying condensed consolidated balance sheets, net of unamortized discount of $4.8 million and $5.7 million as of December 31, 2011 and March 31, 2011, respectively.

The senior secured credit agreement, as amended, requires the maintenance of certain financial and non-financial covenants. As of December 31, 2011 and March 31, 2011, the Company was in compliance with all of its covenants.

9. INCOME TAXES

The Company's effective income tax rate was 27.2% and (7.7%) for the three months ended December 31, 2011 and 2010, respectively, and 26.4% and 30.8% for the nine months ended December 31, 2011 and 2010, respectively. The increase in the effective tax rate for the three months ended December 31, 2011 as compared to the same prior year period is primarily due to higher pretax income. The decrease in the effective tax rate for the nine months ended December 31, 2011 as compared to the same prior year period is primarily due to an increase in the amount of uncertain tax position reserves released during the nine months ended December 31, 2011 as compared to the same prior year period. This decrease in the effective tax rate was partially offset by higher pretax income. The three and nine month effective tax rates of 27.2% and 26.4%, respectively, differ from the statutory rate of 35.0% due to the release of uncertain tax positions, state taxes and the effect of other permanent rate differences, which primarily relate to meals and entertainment.

The federal income statute for the tax year ended March 31, 2008 lapsed on December 15, 2011. As a result, management has concluded that, certain tax uncertainties are considered effectively settled. The Company released $11.1 million of federal income tax reserves and related interest and penalties during the three months ended December 31, 2011.

The Company is also subject to taxes imposed by various taxing authorities including state and foreign jurisdictions. Tax years related to state and foreign jurisdictions that remain open and subject to examination are not considered to be material, or will be indemnified under the merger agreement as described in the Company's Annual Report. Additionally, due to statute of limitations expirations and potential audit settlements, it is reasonably possible that a portion of the reserves recorded on previously recognized tax benefits may be effectively settled by March 31, 2012.

During the three months ended September 30, 2011, the Company utilized $14.9 million of its capital loss carryforward from the disposition of the state and local transportation business. In prior periods, the Company provided a full valuation allowance against the deferred tax assets associated with the capital loss carryforward. As a result, the Company recognized an income tax benefit of $5.9 million during the quarter ended September 30, 2011.

10. EMPLOYEE BENEFIT PLANS

Defined Contribution Plan

The Company sponsors the Employees' Capital Accumulation Plan, or ECAP, which is a qualified defined contribution plan that covers eligible U.S. and international employees. ECAP provides for distributions, subject to certain vesting provisions, to participants by reason of retirement, death, disability, or termination of employment. Total expense recognized under ECAP for the three months ended December 31, 2011 and 2010 was $58.2 million and $54.0 million, respectively, and $172.9 million and $167.6 million for the nine months ended December 31, 2011 and 2010, respectively. The Company-paid contributions for the three months ended December 31, 2011 and 2010 were $26.2 million and $22.5 million, respectively, and $96.2 million and $84.7 million for the nine months ended December 31, 2011 and 2010, respectively.

Defined Benefit Plan and Other Postretirement Benefit Plans

The Company maintains and administers a defined benefit retirement plan and a postretirement medical plan for current, retired, and resigned officers.

Total expense for the Company's Retired Officers' Bonus Plan was $217,000 and $216,000 for the three months ended December 31, 2011 and 2010, respectively, and $651,000 and $648,000 for the nine months ended December 31, 2011 and 2010, respectively. The Retired Officers' Bonus Plan is an unfunded plan and contributions are made as benefits are paid. As of December 31, 2011 and March 31, 2011, the accumulated liability of $4.7 million and $5.2 million, respectively, included in other long-term liabilities in the accompanying condensed consolidated balance sheets is unfunded.

The components of net postretirement medical expense for the Officer Medical Plan were as follows:

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2011	2010	2011	2010
Service cost	$ 978	$ 841	$2,934	$2,522
Interest cost	747	642	2,240	1,927
Total postretirement medical expense	$ 1,725	$ 1,483	$5,174	$4,449

As of December 31, 2011 and March 31, 2011, the unfunded status of the Officer Medical Plan was $56.8 million and $52.8 million, respectively, which is included in other long-term liabilities in the accompanying condensed consolidated balance sheets.

11. STOCKHOLDERS' EQUITY

Common Stock

The common stock shares activity consisted of the following:

	Class A Common Stock	Class B Non-Voting Common Stock	Class C Restricted Common Stock	Class E Special Voting Common Stock	Treasury Stock
Balance at March 31, 2010	102,922,900	2,350,200	2,028,270	13,345,880	—
Issuance of common stock	16,189,830	—	—	702,930	—
Stock options exercised	4,375,035	—	—	(1,699,950)	—
Share exchange	(702,930)	702,930	—	—	—
Balance at March 31, 2011	122,784,835	3,053,130	2,028,270	12,348,860	—
Issuance of common stock	959,256	—	—	—	—
Stock options exercised	3,781,769	—	—	(2,208,793)	—
Share exchange	923,090	(427,840)	(495,250)	—	—
Repurchase of common stock (1)	(333,775)	—	—	—	333,775
Balance at December 31, 2011	128,115,175	2,625,290	1,533,020	10,140,067	333,775

(1) Reflects shares repurchased during the three months ended September 30, 2011 associated with the share surrender program that was limited to Rollover options that were required to be exercised between June 30, 2011 and September 15, 2011.

In connection with the Company's initial public offering in November 2010, the Company established a tax qualified Employee Stock Purchase Plan, or ESPP, which is designed to enable eligible employees to periodically purchase shares of the Company's Class A Common Stock up to an aggregate of 10,000,000 shares at a five percent discount from the fair market value of the Company's common stock. The ESPP provides for quarterly offering periods, the first of which commenced on April 1, 2011. For the third quarterly offering period that closed on December 31, 2011, 129,827 Class A Common Stock shares were purchased by employees under the ESPP.

Share Repurchase Program

On December 12, 2011, the Board of Directors approved a $30.0 million share repurchase program, to be funded from cash on hand. A special committee of the Board of Directors was appointed to evaluate market conditions and other relevant factors and initiate repurchases under the program from time to time. The share repurchase program may be suspended, modified or discontinued at any time at the Company's discretion without prior notice. As of December 31, 2011 no shares have been repurchased under the program.

12. STOCK-BASED COMPENSATION

The following table summarizes stock-based compensation expense recognized in the condensed consolidated statements of operations:

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2011	2010	2011	2010
Cost of revenue	$1,727	3,447	$ 6,996	$11,331
General and administrative expenses	4,273	8,461	17,452	27,872
Total	$6,000	$11,908	$24,448	$39,203

As of December 31, 2011, there was $36.2 million of total unrecognized compensation cost related to unvested stock-based compensation agreements. The unrecognized compensation cost as of December 31, 2011 is expected to be amortized over the next 4.5 years.

Officers' Rollover Stock Plan

For the three and nine months ended December 31, 2011, 0 and 766,890 shares of Class C Restricted Common Stock vested, respectively. Total compensation expense recorded in conjunction with all Class C Restricted Stock for the three months ended December 31, 2011 and 2010 was $144,000 and $924,000, respectively, and $884,000 and $3.1 million for the nine months ended December 31, 2011 and 2010, respectively. Future compensation cost related to non-vested Class C Restricted Stock not yet recognized in the condensed consolidated statements of operations was $543,000, and is expected to be recognized over 1.5 years.

A portion of the old stock rights held by Booz Allen Hamilton, Inc.'s U.S. government consulting partners issued under the stock rights plan that existed for Booz Allen Hamilton, Inc.'s Officers prior to the merger transaction, as described in the Company's Annual Report, were exchanged for new options, or Rollover Options. As of December 31, 2011, there were 9,437,102 Rollover Options outstanding, of which 3,758,750 options were unvested. As Rollover Options granted to retirement eligible Officers were fully vested as of December 31, 2011, the remaining 3,758,750 options unvested as of December 31, 2011 represent only non-retirement eligible options. Total compensation expense recorded in conjunction with all Rollover Options for the three months ended December 31, 2011 and 2010 was $1.7 million and $6.8 million, respectively, and $8.8 million and $21.5 million for the nine months ended December 31, 2011 and 2010, respectively. Future compensation cost related to non-vested Rollover Options not yet recognized in the condensed consolidated statements of operations was $5.9 million, and is expected to be recognized over 1.5 years.

Equity Incentive Plan

On November 8, 2011, 190,000 options were granted under the Equity Incentive Plan, or EIP. The estimated fair value of the common stock on November 8, 2011, at the time of the option grant, was $16.30.

As of December 31, 2011, there were 11,830,244 EIP options outstanding, of which 8,274,520 were unvested. Total compensation expense recorded in conjunction with EIP options for the three months ended December 31, 2011 and 2010 was $2.8 million and $4.2 million, respectively, and $10.8 million and $14.4 million for the nine months ended December 31, 2011 and 2010, respectively. Future compensation cost related to non-vested EIP options not yet recognized in the condensed consolidated statements of operations was $23.5 million, and is expected to be recognized over 4.5 years.

Grants of Class A Restricted Common Stock

On April 1, 2011, the Compensation Committee of the Board of Directors granted 20,231 shares of Class A Restricted Stock to certain Board members for their continued service to the Company. These shares vest in equal installments on September 30, 2011 and March 31, 2012, and were issued with an aggregate grant date fair value of $370,000. On November 9, 2011, the Compensation Committee of the Board of Directors granted 1,242 shares of Class A Restricted Stock to a new Board member for his service to the Company. These shares shall vest on March 31, 2012, and were issued with an aggregate fair value of $20,000. Total compensation expense recorded in conjunction with these grants for the three and nine months ended December 31, 2011 was $51,000 and $328,000, respectively. Future compensation cost related to this award not yet recognized in the condensed consolidated statements of operations was $59,000 and is expected to be recognized over the next three months. There were no additional shares authorized to be issued under the April 2011 Compensation Committee grant.

On July 1, 2011, the Compensation Committee of the Board of Directors granted 514,869 shares of Class A Restricted Stock in conjunction with the new Annual Incentive Plan adopted on October 1, 2010. The amount of the annual incentive payment was determined based on performance targets established by the Compensation Committee and a portion of the bonus was paid in the form of Class A Restricted Stock. Equity awards will vest based on the passage of time, subject to the officer's continued employment by the Company. The portion to be paid in the form of equity will be recognized in the accompanying consolidated statements of operations based on grant date fair value over the vesting period of three years and the aggregate value was estimated at $9.8 million based on the stock price of $19.08 on the grant date. Total compensation expense recorded in conjunction with this grant for the three months ended December 31, 2011 was $1.3 million. Future compensation cost related to this award not yet recognized in the condensed consolidated statements of operations was $6.2 million and is expected to be recognized over the next 2.5 years.

December 2009 Dividend

As of December 31, 2011 and March 31, 2011, the Company recorded a stock-based compensation liability of $26.6 million and $31.4 million, respectively, in other long-term liabilities, related to the reduction in stock option exercise price associated with a dividend paid in December 2009. The Company also recorded $8.9 million and $9.0 million as of December 31, 2011 and March 31, 2011, respectively, of a stock-based compensation liability in accrued compensation and benefits, which represents the amounts of the reduction in stock option exercise price expected to be paid within one year. Options vested and not yet exercised that would have had an exercise price below zero as a result of the dividend were reduced to one cent, with the remaining reduction to be paid in cash upon exercise of the options. Refer to the Company's Annual Report for further discussion of the dividend paid in December 2009.

13. FINANCIAL INSTRUMENTS

The fair value of the Company's cash and cash equivalents as of December 31, 2011 and March 31, 2011 approximated its carrying value of $405.0 million and $192.6 million, respectively, because of the short-term nature of these accounts. The fair value of the Company's debt instruments as of December 31, 2011 and March 31, 2011 approximated its carrying value of $972.7 million and $994.3 million, respectively. The fair value of debt is determined based on interest rates available for debt with terms and maturities similar to the Company's existing debt arrangements.

14. RELATED-PARTY TRANSACTIONS

The Company is an affiliate of Carlyle and from time to time, and in the ordinary course of business: (1) other Carlyle portfolio companies engage the Company as a subcontractor or service provider, and (2) the Company engages other Carlyle portfolio companies as subcontractors or service providers. Revenue and cost associated with these related parties for the three months ended December 31, 2011 were $376,000 and $341,000, respectively, and $1.3 million and $1.2 million for the nine months ended December 31, 2011, respectively. Revenue and cost associated with these related parties for the three months ended December 31, 2010 were $667,000 and $543,000, respectively, and $5.7 million and $4.9 million for the nine months ended December 31, 2010, respectively.

On July 31, 2008, the Company entered into a management agreement, or Management Agreement, with TC Group V US, L.L.C., or TC Group, a company affiliated with Carlyle. In accordance with the Management Agreement, TC Group provides the Company with advisory, consulting, and other services and the Company pays TC Group an aggregate annual fee of $1.0 million, plus expenses. For the three months ended December 31, 2011 and 2010, the Company incurred $250,000 in advisory fees. For the nine months ended December 31, 2011 and 2010, the Company incurred $750,000 in advisory fees.

15. COMMITMENTS AND CONTINGENCIES

Leases

As a result of the July 2008 merger transaction, as described in the Company's Annual Report, the Company assigned a total of nine leases to Booz & Co. The facilities are located in New York, New York; Troy, Michigan; Florham Park, New Jersey; Parsippany, New Jersey; Houston, Texas; Chicago, Illinois; Cleveland, Ohio; Dallas, Texas; and London, England. Except for the Cleveland and Dallas leases, which expired, the Company remains liable under the terms of the original leases should Booz & Co. default on its obligations. There were no events of default under theses leases as of December 31, 2011 and March 31, 2011. The maximum potential amount of undiscounted future payments is $38.6 million, and the leases expire at different dates between February 2012 and March 2017. Based on the Company's assessment of the likelihood of future payment, no amounts have been recorded related to the Company's contingent liability on such leases.

Government Contracting Matters

For the three and nine months ended December 31, 2011 and 2010, approximately 98% of the Company's revenue was generated from contracts with U.S. government agencies or other U.S. government contractors. Contracts with the U.S. government are subject to extensive legal and regulatory requirements and, from time to time and in the ordinary course of business, agencies of the U.S. government investigate whether the Company's operations are conducted in accordance with these requirements and the terms of the relevant contracts by using investigative techniques as subpoenas or civil investigative demands. U.S. government investigations of the Company, whether related to the Company's U.S. government contracts or conducted for other reasons, could result in administrative, civil, or criminal liabilities, including repayments, fines, or penalties being imposed upon the Company, or could lead to suspension or debarment from future U.S. government contracting. Management believes it has adequately reserved for any losses that may be experienced from any investigation of which it is aware. The Defense Contract Management Agency Administrative Contracting Officer has negotiated annual final indirect cost rates through fiscal year 2006. Audits of subsequent years may result in cost reductions and/or penalties. Management believes it has adequately reserved for any losses that may be experienced from any such reductions and/or penalties. As of December 31, 2011 and March 31, 2011, the Company has recorded a liability of approximately $112.4 million and $100.2 million, respectively, for its current best estimate of net amounts to be refunded to customers for potential adjustments from such audits or reviews of contract costs incurred subsequent to fiscal year 2006.

Litigation

The Company is involved in legal proceedings and investigations arising in the ordinary course of business, including those relating to employment matters, relationships with clients and contractors, intellectual property disputes, and other business matters. These legal proceedings seek various remedies, including claims for monetary damages in varying amounts that currently range up to $40.0 million or have a reasonably estimated outcome within that range, or are unspecified as to amount. Although the outcome of any such matter is inherently uncertain and may be materially adverse, based on current information, management does not expect any of the currently ongoing audits, reviews, investigations, or litigation to have a material adverse effect on the Company's financial condition and results of operations.

Six former officers and stockholders who had departed the firm prior to the acquisition, as described in the Company's Annual Report, have filed a total of nine suits, with original filing dates ranging from July 3, 2008 through December 15, 2009 (three of which were amended on July 2, 2010 and then further amended into one consolidated complaint on September 7, 2010) against the Company and certain of the Company's current and former directors and officers. Each of the suits arises out of the acquisition and alleges that the former stockholders are entitled to certain payments that they would have received if they had held their stock at the time of the acquisition. Some of the suits also allege that the acquisition price paid to stockholders was insufficient. The various suits assert claims for breach of contract, tortious interference with contract, breach of fiduciary duty, civil Racketeer Influenced and Corrupt Organizations Act, or RICO, violations, violations of the Employee Retirement Income Security Act, and/or securities and common law fraud. Two of these suits have been dismissed with all appeals exhausted. Five of the remaining suits are pending in the United States District Court for the Southern District of New York, the sixth is pending in New York state court and the seventh is pending in the United States District Court for the Southern District of California. As of December 31, 2011 and March 31, 2011, the aggregate alleged damages sought in the seven remaining suits was approximately $348.7 million ($291.5 million of which is sought to be trebled pursuant to RICO) plus punitive damages, costs, and fees. Although the outcome of any of these cases is inherently uncertain and may be materially adverse, based on current information, we do not expect them to have a material adverse effect on our financial condition and results of operations.

16. SUBSEQUENT EVENTS

In the fourth quarter of fiscal 2012, the Company finalized a cost restructuring plan to reduce certain personnel and infrastructure costs. This plan was implemented in response to continued budget constraints and uncertainty in the industry and to provide funds to increase resources dedicated to growth areas across the Company's markets. As part of this cost restructuring plan, the Company reduced our overall headcount by approximately 2%, with a higher percentage of reductions in the senior ranks. The Company anticipates incurring an associated restructuring charge of approximately $10 to $14 million pretax in the three months ended March 31, 2012 relating to the one-time termination benefits. The entire amount of such charge will result in future cash expenditures. In addition, the Company anticipates recording a reduction to stock compensation expense of approximately $2 million associated with forfeitures of unvested EIP options. The Company is in the process of evaluating whether some portion of the costs is recoverable under our cost-reimbursable contracts, which may result in additional revenue to be recognized in the fourth quarter of fiscal 2012. No amounts related to this cost restructuring have been accrued in the accompanying financial statements as of and for the three and nine month periods ended December 31, 2011.

On February 1, 2012, the Company's Board of Directors authorized and declared a cash dividend in the amount of $0.09 per share. The dividend is payable in cash on February 29, 2012 to stockholders of record at the close of business on February 13, 2012.

On February 1, 2012, the Company's Board of Directors authorized the payment of the accrued interest on the DPO as of February 29, 2012 for approximately $19.4 million.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

— The following discussion and analysis is intended to help the reader understand our business, financial condition, results of operations, and liquidity and capital resources. You should read this discussion in conjunction with our condensed consolidated financial statements and the related notes contained elsewhere in this Quarterly Report on Form 10-Q, or Quarterly Report.

— The statements in this discussion regarding industry outlook, our expectations regarding our future performance, liquidity and capital resources, and other non-historical statements in this discussion are forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described in our Annual Report on Form 10-K for the fiscal year ended March 31, 2011 filed with the Securities and Exchange Commission on June 8, 2011, or Annual Report, and under Part II, "Item 1A. Risk Factors," and "— Special Note Regarding Forward Looking Statements" of this Quarterly Report. Our actual results may differ materially from those contained in or implied by any forward-looking statements.

— Our fiscal year ends March 31 and, unless otherwise noted, references to years or fiscal are for fiscal years ended March 31. See "—Results of Operations."

Overview

We are a leading provider of management and technology consulting services to the U.S. government in the defense, intelligence, and civil markets. As the needs of our clients have grown more complex, we have developed deep expertise in technology, engineering, and analytics. Leveraging our 98-year consulting heritage and a talent base of approximately 26,000 people, we deploy our deep domain knowledge, functional expertise, and experience to help our clients achieve their objectives. We serve substantially all of the cabinet-level departments of the U.S. government. Our major clients include the Department of Defense, all branches of the U.S. military, the U.S. Intelligence Community, and civil agencies such as the Department of Homeland Security, the Department of Energy, the Department of Health and Human Services, the Department of the Treasury, and the Environmental Protection Agency. We support these clients in addressing complex and pressing challenges such as combating global terrorism, improving cyber capabilities, transforming the healthcare system, improving efficiency and managing change within the government, and protecting the environment.

We have a collaborative culture, supported by our operating model, which helps our professionals identify and respond to emerging trends across the markets we serve and deliver enduring results for our clients.

Financial and Other Highlights

Revenue grew 3.9% from the three months ended December 31, 2010 to the three months ended December 31, 2011, and grew 5.4% from the nine months ended December 31, 2010 to the nine months ended December 31, 2011. Revenue generated by our direct consulting staff labor grew 5.0% from the three months ended December 31, 2010 to the three months ended December 31, 2011, and grew 5.3% from the nine months ended December 31, 2010 to the nine months ended December 31, 2011. Direct consulting staff labor represents our consulting staff's labor under contracts for which we act as a prime contractor or subcontractor. Total backlog grew 11.0% to $12.2 billion from December 31, 2010 to December 31, 2011. Substantially all of our revenue and backlog is derived from services and solutions provided to client organizations across the U.S. government, primarily by our consulting staff and, to a lesser extent, our subcontractors. The mix of revenue generated by consulting staff and subcontractors affects our operating margin, substantially all of which is derived from direct consulting staff labor, as the portion of our revenue derived from fees we earn on services provided by our subcontractors is not significant. We experienced revenue growth during the three and nine month periods ended December 31, 2011 with the highest revenue growth in areas relating to health and finance consulting services for civil government agencies and classified services to the U.S. Intelligence community.

Operating income grew 30.7% to $98.2 million in the three months ended December 31, 2011 from $75.1 million in the three months ended December 31, 2010, which reflects a 140 basis point increase in operating margin to 6.8% from 5.4% in the comparable periods. Operating income increased 23.0% to $290.0 million in the nine months ended December 31, 2011 from $235.8 million in the nine months ended December 31, 2010, which reflects a 96 basis point increase in operating margin to 6.7% from 5.8% in the comparable periods. The improvement in operating margin was driven by the continued growth in revenue and increased profitability resulting from decreases in incentive and stock-based compensation costs and lower amortization of our intangible assets. The factors contributing to the increased operating margin were partially offset by increases in business development costs including marketing and bid and proposal activity as well as additional administrative costs associated with delays in deploying certain direct consulting staff labor against funded backlog.

Cash provided by operations was $252.0 million in the nine months ended December 31, 2011 compared to $189.3 million in net income in the nine months ended December 31, 2010. The increase in cash provided by operations was a result of overall profitability of our contracts, our ability to invoice and collect from clients in a timely manner, and our effective management of vendor payments. Our tax payments increased by approximately $63.8 million in the nine months ended December 31, 2011 principally due to limitations on the utilization of our net operating loss, or NOL, carryforward. The net operating loss is expected to be fully utilized in fiscal 2012 and as a result, we expect cash taxes to be paid during fiscal 2013 to increase over the amount paid in fiscal 2012.

As a result of the refinancing of our credit facilities in February 2011 which resulted in a reduction in our outstanding debt at lower interest rates, as described in our Annual Report, we realized a reduction in interest expense in the three and nine months ended December 31, 2011 of $22.5 million and $77.2 million, as compared to the same prior year period.

Non-GAAP Measures

We publicly disclose certain non-GAAP financial measurements, including Adjusted Operating Income, Adjusted EBITDA, Adjusted Net Income, and Adjusted Diluted Earnings Per Share, or EPS, because management uses these measures for business planning purposes, including to manage our business against internal projected results of operations and measure our performance. We view Adjusted Operating Income, Adjusted EBITDA, Adjusted Net Income, and Adjusted Diluted EPS as measures of our core operating business, which exclude the impact of the items detailed below, as these items are generally not operational in nature. These non-GAAP measures also provide another basis for comparing period to period results by excluding potential differences caused by non-operational and unusual or non-recurring items. We also utilize and discuss Free Cash Flow, because management uses this measure for business planning purposes, measuring the cash generating ability of the operating business, and measuring liquidity generally. We present these supplemental measures because we believe that these measures provide investors with important supplemental information with which to evaluate our performance, long term earnings potential, or liquidity, as applicable, and to enable them to assess our performance on the same basis as management. These supplemental performance measurements may vary from, and may not be comparable to, similarly titled measures by other companies in our industry. Adjusted Operating Income, Adjusted EBITDA, Adjusted Net Income, Adjusted Diluted EPS, and Free Cash Flow are not recognized measurements under accounting principles generally accepted in the United States, or GAAP, and when analyzing our performance or liquidity, as applicable, investors should (i) evaluate each adjustment in our reconciliation of operating and net income to Adjusted Operating Income, Adjusted EBITDA and Adjusted Net Income, and cash flows to Free Cash Flows, and the explanatory footnotes regarding those adjustments, each as defined under GAAP, (ii) use Adjusted Operating Income, Adjusted EBITDA, Adjusted Net Income, and Adjusted Diluted EPS in addition to, and not as an alternative to, operating income, net income, or diluted EPS as a measure of operating results, and (iii) use Free Cash Flows, in addition to, and not as an alternative to, net cash generated from operating activities as a measure of liquidity, as defined under GAAP. We have defined the aforementioned non-GAAP measures as follows:

- “Adjusted Operating Income” represents operating income before (i) certain stock option-based and other equity-based compensation expenses, (ii) adjustments related to the amortization of intangible assets, and (iii) any extraordinary, unusual, or non-recurring items. We prepare Adjusted Operating Income to eliminate the impact of items we do not consider indicative of ongoing operating performance due to their inherent unusual, extraordinary, or non-recurring nature or because they result from an event of a similar nature.
- “Adjusted EBITDA” represents net income before income taxes, net interest and other expense, and depreciation and amortization and before certain other items, including: (i) certain stock option-based and other equity-based compensation expenses, (ii) transaction costs, fees, losses, and expenses, including fees associated with debt prepayments, and (iii) any extraordinary, unusual, or non-recurring items. We prepare Adjusted EBITDA to eliminate the impact of items we do not consider indicative of ongoing operating performance due to their inherent unusual, extraordinary, or non-recurring nature or because they result from an event of a similar nature.
- “Adjusted Net Income” represents net income before: (i) certain stock option-based and other equity-based compensation expenses, (ii) transaction costs, fees, losses, and expenses, including fees associated with debt prepayments, (iii) adjustments related to the amortization of intangible assets, (iv) amortization or write-off of debt issuance costs and write-off of original issue discount, and (v) any extraordinary, unusual, or non-recurring items, in each case net of the tax effect calculated using an assumed effective tax rate. We prepare Adjusted Net Income to eliminate the impact of items, net of taxes, we do not consider indicative of ongoing operating performance due to their inherent unusual, extraordinary, or non-recurring nature or because they result from an event of a similar nature.
- “Adjusted Diluted EPS” represents diluted EPS calculated using Adjusted Net Income as opposed to net income.
- “Free Cash Flow” represents the net cash generated from operating activities less the impact of purchases of property and equipment.

Below is a reconciliation of Adjusted Operating Income, Adjusted EBITDA, Adjusted Net Income, Adjusted Diluted EPS, and Free Cash Flow to the most directly comparable financial measure calculated and presented in accordance with GAAP:

(Amounts in thousands, except share and per share data)	Three Months Ended December 31, 2011	Three Months Ended December 31, 2010	Nine Months Ended December 31, 2011	Nine Months Ended December 31, 2010
	(Unaudited)		(Unaudited)	
Adjusted Operating Income				
Operating Income	$ 98,188	$ 75,131	$ 289,975	$ 235,785
Certain stock-based compensation expense (a)	2,418	10,016	11,589	33,131
Amortization of intangible assets (b)	4,091	7,161	12,273	21,480
Transaction expenses (c)	—	—	—	135
Adjusted Operating Income	$ 104,697	$ 92,308	$ 313,837	$ 290,531
EBITDA & Adjusted EBITDA				
Net income	$ 62,860	$ 23,638	$ 189,328	$ 66,624
Income tax expense	23,531	(1,695)	67,971	29,680
Interest and other, net	11,797	53,188	32,676	139,481
Depreciation and amortization	19,530	20,796	55,924	59,768
EBITDA	117,718	95,927	345,899	295,553
Certain stock-based compensation expense (a)	2,418	10,016	11,589	33,131
Transaction expenses (c)	—	—	—	135
Adjusted EBITDA	$ 120,136	$ 105,943	$ 357,488	$ 328,819
Adjusted Net Income				
Net income	$ 62,860	$ 23,638	$ 189,328	$ 66,624
Certain stock-based compensation expense (a)	2,418	10,016	11,589	33,131
Transaction expenses (c)	—	7,288	—	9,973
Amortization of intangible assets (b)	4,091	7,161	12,273	21,480
Amortization or write-off of debt issuancecosts and write-off of original issue discount	1,202	13,021	3,602	20,939
Net gain on sale of state and local transportation business (d)	—	—	(5,681)	—
Release of income tax reserves (e)	(11,085)	(10,966)	(35,133)	(10,966)
Adjustments for tax effect (f)	(3,084)	(14,994)	(10,985)	(34,209)
Adjusted Net Income	$ 56,402	$ 35,164	$ 164,993	$ 106,972
Adjusted Diluted Earnings Per Share				
Weighted-average number of diluted shares outstanding	141,799,725	131,215,531	140,996,611	124,127,179
Adjusted Net Income Per Diluted Share	$ 0.40	$ 0.27	$ 1.17	$ 0.86
Free Cash Flow				
Net cash provided by operating activities	$ 74,902	$ 109,920	$ 252,019	$ 280,805
Less: Purchases of property and equipment	(21,918)	(22,476)	(65,558)	(61,433)
Free Cash Flow	$ 52,984	$ 87,444	$ 186,461	$ 219,372

(a) Reflects stock-based compensation expense for options for Class A Common Stock and restricted shares, in each case, issued in connection with the acquisition of our Company by The Carlyle Group described in our Annual Report, which we refer to in this Quarterly Report as the acquisition, under the Officers' Rollover Stock Plan. Also reflects stock-based compensation expense for Equity Incentive Plan Class A Common Stock options issued in connection with the acquisition under the Equity Incentive Plan.

(b) Reflects amortization of intangible assets resulting from the acquisition described in our Annual Report.

(c) Three and nine months ended December 31, 2010 reflects certain external administrative and other expenses incurred in connection with the initial public offering.

(d) Nine months ended December 31, 2011 reflects the gain on sale of our state and local transportation business, net of the associated tax benefit of $1.6 million.

(e) Three and nine months ended December 31, 2011 and 2010 reflects the release of income tax reserves, net of taxes.

(f) Reflects tax effect of adjustments at an assumed marginal tax rate of 40%.

Recent Developments

The following recent developments occurred after December 31, 2011, which may cause our future results of operations to differ from our historical results of operations discussed under "— Results of Operations."

In the fourth quarter of fiscal 2012, we finalized a cost restructuring plan to reduce certain personnel and infrastructure costs. We implemented this in response to continued budget constraints and uncertainty in our industry and to provide funds to increase our resources dedicated to growth areas across our markets. As part of this cost restructuring plan, we have reduced our overall headcount by approximately 2%, with a higher percentage of reductions in our senior ranks. We anticipate incurring an associated restructuring charge of approximately $10 to $14 million pretax in the fourth quarter of fiscal 2012 relating to the one-time termination benefits. The entire amount of such charge will result in future cash expenditures. In addition, the Company anticipates recording a reduction to stock compensation expense of approximately $2 million associated with forfeitures of unvested EIP options. The Company is in the process of evaluating whether some portion of these costs is recoverable under our cost-reimbursable contracts, which may result in additional revenue to be recognized in the fourth quarter of fiscal 2012. No amounts related to this cost restructuring have been accrued in the accompanying financial statements as of and for the three and nine month periods ended December 31, 2011.

On February 1, 2012, our Board authorized and declared a cash dividend in the amount of $0.09 per share. The dividend is payable in cash on February 29, 2012 to stockholders of record at the close of business on February 13, 2012. We currently intend to begin payments of regular quarterly cash dividends; however, the actual declaration of any such future dividends and the establishment of the per share amount, record dates and payment dates for any such future dividends are subject to the discretion of the Board, taking into account future earnings, cash flows, financial requirements and other factors.

On February 1, 2012, the Company's Board of Directors authorized the payment of the accrued interest on the deferred payment obligation, or DPO, as of February 29, 2012 for approximately $19.4 million.

Factors and Trends Affecting Our Results of Operations

Our results of operations have been, and we expect them to continue to be, affected by the following factors, which may cause our future results of operations to differ from our historical results of operations discussed under "— Results of Operations."

Business Environment and Key Trends in Our Markets

We believe that the following trends and developments in the U.S. government services industry and our markets may influence our future results of operations:

- budget deficits and the growing U.S. national debt increasing pressure on the U.S. government to reduce federal spending across all federal agencies together with associated uncertainty about the size and timing of those reductions;
- changes in the relative mix of overall U.S. government spending and areas of spending growth, with lower spending on homeland security, intelligence and defense-related programs as overseas operations end, and continued increased spending on cyber-security, advanced analytics, technology integration and healthcare;
- delays in the completion of the U.S. government's budget process, which has in the past and could in the future delay procurement of the products, services, and solutions we provide;
- existing and proposed fiscal constraints by the U.S. government and uncertainty about the size of future budget reductions may cause clients to invest appropriated funds on a less consistent or rapid basis, or not at all, particularly when considering long-term initiatives, not issue task orders in sufficient volume to reach current contract ceilings, and delay requests for new proposals and contract awards, relying on short-term extensions of current contracts instead;
- the federal focus on refining the definition of "inherently governmental" work will continue to drive pockets of insourcing in various agencies, particularly in the intelligence market;
- cost cutting and efficiency and effectiveness efforts by U.S. civilian agencies with a focus on increased use of performance measurement, "program integrity" efforts to reduce waste, fraud and abuse in entitlement programs, and renewed focus on improving procurement practices for and interagency use of IT services, including through the use of cloud based options and data center consolidation;
- U.S. government agencies awarding contracts on a technically acceptable/lowest cost basis, which could have a negative impact on our ability to win certain contracts;
- restrictions by the U.S. government on the ability of federal agencies to use lead system integrators, in response to cost, schedule and performance problems with large defense acquisition programs where contractors were performing the lead system integrator role;
- increasingly complex requirements of the Department of Defense and the U.S. Intelligence Community, including cyber- security, managing federal health care cost growth and focus on reforming existing government regulation of various sectors of the economy, such as financial regulation and healthcare;
- increased competition from other government contractors and market entrants seeking to take advantage of the trends identified above; and
- efforts by the U.S. government to address organizational conflicts of interest and related issues and the impact of those efforts on us and our competitors.

Sources of Revenue

Substantially all of our revenue is derived from services provided under contracts and task orders with the U.S. government, primarily by our consulting staff and, to a lesser extent, our subcontractors. Funding for our contracts and task orders is generally linked to trends in budgets and spending across various U.S. government agencies and departments. We provide services under a large portfolio of contracts and contract vehicles to a broad client base, and we believe that our diversified contract and client base lessens potential volatility in our business. We have historically grown, and continued through the three and nine months ended December 31, 2011 to grow, our revenue organically without relying on acquisitions.

Contract Types

We generate revenue under the following three basic types of contracts:

- *Cost-Reimbursable Contracts.* Cost-reimbursable contracts provide for the payment of allowable costs incurred during performance of the contract, up to a ceiling based on the amount that has been funded, plus a fee. We generate revenue under two general types of cost-reimbursable contracts: cost-plus-fixed-fee and cost-plus-award-fee, both of which reimburse allowable costs and provide for a fee. The fee under each type of cost-reimbursable contract is generally payable upon completion of services in accordance with the terms of the contract. Cost-plus-fixed-fee contracts offer no opportunity for payment beyond the fixed fee. Cost-plus-award-fee contracts provide for an award fee that varies within specified limits based upon the client's assessment of our performance against a predetermined set of criteria, such as targets for factors like cost, quality, schedule, and performance.
- *Time-and-Materials Contracts.* Under a time-and-materials contract, we are paid a fixed hourly rate for each direct labor hour expended, and we are reimbursed for allowable material costs and allowable out-of-pocket expenses. To the extent our actual direct labor and associated costs vary in relation to the fixed hourly billing rates provided in the contract, we will generate more or less profit, or could incur a loss.
- *Fixed-Price Contracts.* Under a fixed-price contract, we agree to perform the specified work for a pre-determined price. To the extent our actual costs vary from the estimates upon which the price was negotiated, we will generate more or less profit, or could incur a loss. Some fixed-price contracts have a performance-based component, pursuant to which we can earn incentive payments or incur financial penalties based on our performance. Fixed-price level of effort contracts require us to provide a specified level of effort (i.e., labor hours), over a stated period of time, for a fixed price.

The amount of risk and potential reward varies under each type of contract. Under cost-reimbursable contracts, there is limited financial risk, because we are reimbursed for all allowable costs up to a ceiling. However, profit margins on this type of contract tend to be lower than on time-and-materials and fixed-price contracts. Under time-and-materials contracts, we are reimbursed for the hours worked using the predetermined hourly rates for each labor category. In addition, we are typically reimbursed for other contract direct costs and expenses at cost. We assume financial risk on time-and-materials contracts because our labor costs may exceed the negotiated billing rates. Profit margins on well-managed time-and-materials contracts tend to be higher than profit margins on cost-reimbursable contracts as long as we are able to staff those contracts with people who have an appropriate skill set. Under fixed-price contracts, we are required to deliver the objectives under the contract for a pre-determined price. Compared to time-and-materials and cost-reimbursable contracts, fixed-price contracts generally offer higher profit margin opportunities because we receive the full benefit of any cost savings but generally involve greater financial risk because we bear the impact of any cost overruns. In the aggregate, the contract type mix in our revenue for any given period will affect that period's profitability. Over time we have experienced a relatively stable contract mix.

The table below presents the percentage of total revenue for each type of contract:

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2011	2010	2011	2010
Cost-reimbursable (1)	54%	50%	54%	51%
Time-and-materials	31%	34%	31%	35%
Fixed-price (2)	15%	16%	15%	14%

(1) Includes both cost-plus-fixed-fee and cost-plus-award-fee contracts.

(2) Includes fixed-price level of effort contracts.

Contract Diversity and Revenue Mix

We provide services to our clients through a large number of single award contracts and contract vehicles and multiple award contract vehicles. Most of our revenue is generated under indefinite delivery/indefinite quantity, or ID/IQ, contract vehicles, which include multiple award government wide acquisition contract vehicles, or GWACs, and General Services Administration Multiple Award Schedule Contracts, or GSA schedules, and certain single award contracts. GWACs and GSA schedules are available to all U.S. government agencies. Any number of contractors typically compete under multiple award ID/IQ contract vehicles for task orders to provide particular services, and we earn revenue under these contract vehicles only to the extent that we are successful in the bidding process for task orders.

We generate revenue under our contracts and task orders through our provision of services as both a prime contractor and subcontractor, as well as from the provision of services by subcontractors under contracts and task orders for which we act as the prime contractor. The mix of these types of revenue affects our operating margin. Substantially all of our operating margin is derived from direct consulting staff labor and the portion of our operating margin derived from fees we earn on services provided by our subcontractors is not significant. We view growth in direct consulting staff labor as the primary driver of earnings growth. Direct consulting staff labor growth is driven by consulting staff headcount growth, after attrition, and total backlog growth.

Our People

Revenue from our contracts is derived from services delivered by consulting staff and, to a lesser extent, from our subcontractors. Our ability to hire, retain, and deploy talent with skills appropriately aligned with client needs is critical to our ability to grow our revenue. We continuously evaluate whether our talent base is properly sized and contains an optimal mix of skills to meet the rapidly evolving needs of our clients and we seek to achieve that result through recruitment and capacity management. As of December 31, 2011 and 2010, we employed approximately 25,800 and 25,300 people, respectively, of which approximately 23,300 and 23,000, respectively, were consulting staff. Attrition for consulting staff was 19.3% and 19.2% during the twelve months ended December 31, 2011 and 2010, respectively.

Contract Backlog

We define backlog to include the following three components:

- *Funded Backlog.* Funded backlog represents the revenue value of orders for services under existing contracts for which funding is appropriated or otherwise authorized less revenue previously recognized on these contracts.
- *Unfunded Backlog.* Unfunded backlog represents the revenue value of orders for services under existing contracts for which funding has not been appropriated or otherwise authorized.
- *Priced Options.* Priced contract options represent 100% of the revenue value of all future contract option periods under existing contracts that may be exercised at our clients' option and for which funding has not been appropriated or otherwise authorized.

Backlog does not include any task orders under ID/IQ contracts, including GWACs and GSA schedules, except to the extent that task orders have been awarded to us under those contracts.

The following table summarizes the value of our contract backlog at the respective dates presented:

	As of December 31,	
	2011	**2010**
	(In millions)	
Backlog:		
Funded	$ 2,971	$ 2,740
Unfunded (1)	3,717	3,388
Priced options (2)	5,527	4,877
Total backlog	$12,215	$11,005

(1) Reflects a reduction by management to the revenue value of orders for services under two existing single award ID/IQ contracts based on an established pattern of funding under these contracts by the U.S. government.

(2) Amounts shown reflect 100% of the undiscounted revenue value of all priced options.

Our backlog includes orders under contracts that in some cases extend for several years. The U.S. Congress generally appropriates funds for our clients on a yearly basis, even though their contracts with us may call for performance that is expected to take a number of years. As a result, contracts typically are only partially funded at any point during their term and all or some of the work to be performed under the contracts may remain unfunded unless and until the U.S. Congress makes subsequent appropriations and the procuring agency allocates funding to the contract.

We view growth in total backlog and consulting staff headcount as the two key measures of our potential business growth. Growing and deploying consulting staff is the primary means by which we are able to recognize profitable revenue growth. To the extent that we are able to hire additional consulting staff and deploy them against funded backlog, we generally recognize increased revenue. Total backlog grew 11.0% from December 31, 2010 to December 31, 2011. Additions to funded backlog during the twelve months ended December 31, 2011 totaled $6.0 billion as a result of the conversion of unfunded backlog to funded backlog, the award of new contracts and task orders under which funding was appropriated, and the exercise and subsequent funding of priced options. We report internally on our backlog on a monthly basis and review backlog upon occurrence of certain events to determine if any adjustments are necessary.

We cannot predict with any certainty the portion of our backlog that we expect to recognize as revenue in any future period and we cannot guarantee that we will recognize any revenue from our backlog. The primary risks that could affect our ability to recognize such revenue on a timely basis or at all are: program schedule changes, contract modifications, and our ability to assimilate and deploy new consulting staff against funded backlog; cost cutting initiatives and other efforts to reduce U.S. government spending, which could reduce or delay funding for orders for services; and delayed funding of our contracts due to delays in the completion of the U.S. government's budgeting process and the use of continuing resolutions by the U.S. government to fund its operations. Funded backlog includes orders under contracts for which the period of performance has expired, and we may not recognize revenue on the funded backlog that includes such orders due to, among other reasons, the tardy submission of invoices by our subcontractors and the expiration of the relevant appropriated funding in accordance with a pre-determined expiration date such as the end of the U.S. government's fiscal year. The revenue value of orders included in funded backlog that has not been recognized as revenue due to period of performance expirations has not exceeded approximately 4.9% of funded backlog as of the end of any of the eight fiscal quarters preceding the fiscal quarter ended December 31, 2011. In our recent experience, none of the following additional risks have had a material negative effect on our ability to realize revenue from our funded backlog: the unilateral right of the U.S. government to cancel multi-year contracts and related orders or to terminate existing contracts for convenience or default; in the case of unfunded backlog, the potential that funding will not be made available; and, in the case of priced options, the risk that our clients will not exercise their options.

Operating Costs and Expenses

Costs associated with compensation and related expenses for our people are the most significant component of our operating costs and expenses. The principal factors that affect our costs are additional people as we grow our business and are awarded new contracts, task orders, and additional work under our existing contracts, and the hiring of people with specific skill sets and security clearances as required by our additional work. In conjunction with our initial public offering, our Board of Directors adopted a new compensation plan. The equity compensation component of the new plan has reduced officer-related compensation expense included in cost of revenue and general and administrative expenses over the near term with such expense reduction to reverse over time.

Our most significant operating costs and expenses are described below.

- *Cost of Revenue* . Cost of revenue includes direct labor, related employee benefits, and overhead. Overhead consists of indirect costs, including indirect labor relating to infrastructure, management and administration, and other expenses.
- *Billable Expenses.* Billable expenses include direct subcontractor expenses, travel expenses, and other expenses incurred to perform on contracts.
- *General and Administrative Expenses.* General and administrative expenses include indirect labor of executive management and corporate administrative functions, marketing and bid and proposal costs, and other discretionary spending.
- *Depreciation and Amortization.* Depreciation and amortization includes the depreciation of computers, leasehold improvements, furniture and other equipment, and the amortization of internally developed software, as well as third-party software that we use internally, and of identifiable long-lived intangible assets over their estimated useful lives.

Income Taxes

Our net operating loss carry forward, which as of our March 31, 2011 filed tax return was $153.6 million, will be fully realized by March 31, 2012.

During the three months ended December 31, 2011, the Company released approximately $11.1 million of reserves for uncertain tax positions for a lapse in the statute of limitations for fiscal year 2008.

We are also subject to taxes imposed by various taxing authorities including state and foreign jurisdictions. Tax years that remain open and subject to examination related to state and foreign jurisdictions are not considered to be material or will be indemnified under the merger agreement as described in the Company's Annual Report. Additionally, due to statute of limitations expirations and potential audit settlements, it is reasonably possible that a portion of the reserves recorded on previously recognized tax benefits may be effectively settled by March 31, 2012.

Seasonality

The U.S. government's fiscal year ends on September 30 of each year. It is not uncommon for U.S. government agencies to award extra tasks or complete other contract actions in the weeks before the end of its fiscal year in order to avoid the loss of unexpended fiscal year funds. In addition, we also have generally experienced higher bid and proposal costs in the months leading up to the U.S. government's fiscal year end as we pursue new contract opportunities being awarded shortly after the U.S. government fiscal year end as new opportunities are expected to have funding appropriated in the U.S. government's subsequent fiscal year. We may continue to experience this seasonality in future periods, and our future periods may be affected by it.

Critical Accounting Estimates and Policies

There have been no material changes during the period covered by this Quarterly Report to the information disclosed in the Critical Accounting Estimates and Policies section in Part II, "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Annual Report.

Basis of Presentation

The Company's condensed consolidated financial statements for Booz Allen Hamilton Holding Corporation, including its wholly owned subsidiaries, have been presented for the three and nine months ended December 31, 2011 and 2010.

Results of Operations

The following table sets forth items from our condensed consolidated statements of operations for the periods indicated:

	Three Months Ended December 31,		Percent Change	Nine Months Ended December 31,		Percent Change
	2011 (Unaudited)	2010 (Unaudited)		2011 (Unaudited)	2010 (Unaudited)	
	(In thousands)			(In thousands)		
Revenue	$1,442,718	$1,389,176	3.9%	$4,318,598	$4,098,319	5.4%
Operating costs and expenses:						
Cost of revenue	729,977	718,574	1.6%	2,172,450	2,094,232	3.7%
Billable expenses	370,540	368,472	0.6%	1,143,641	1,084,001	5.5%
General and administrative expenses	224,483	206,203	8.9%	656,608	624,533	5.1%
Depreciation and amortization	19,530	20,796	(6.1%)	55,924	59,768	(6.4%)
Total operating costs and expenses	1,344,530	1,314,045	2.3%	4,028,623	3,862,534	4.3%
Operating income	98,188	75,131	30.7%	289,975	235,785	23.0%
Interest expense	(12,035)	(34,532)	(65.1%)	(36,523)	(113,715)	(67.9%)
Other, net	238	(18,656)	(101.3%)	3,847	(25,766)	(114.9%)
Income from operations and before income taxes	86,391	21,943	293.7%	257,299	96,304	167.2%
Income tax expense (benefit)	23,531	(1,695)	(1,488.3%)	67,971	29,680	129.0%
Net income	$ 62,860	$ 23,638	165.9%	$ 189,328	$ 66,624	184.2%

Three Months Ended December 31, 2011 Compared to Three Months Ended December 31, 2010

Revenue

Revenue increased to $1,442.7 million from $1,389.2 million, or a 3.9% increase. The increase in revenue during the three months ended December 31, 2011 was primarily driven by an increase in direct consulting staff labor revenue due to improved deployment of direct consulting staff, including the deployment of 300 net additional consulting staff, and increased other direct costs. Net additional consulting staff reflects newly hired consulting staff net of consulting staff attrition. Consulting staff increased during the period due to recruiting efforts, resulting in additions to consulting staff in excess of attrition. Additions to funded backlog during the twelve months ended December 31, 2011 totaled $6.0 billion, as a result of the conversion of unfunded backlog to funded backlog, the award of new contracts and task orders under which funding was appropriated, and the exercise and subsequent funding of priced options.

Cost of Revenue

Cost of revenue increased to $730.0 million from $718.6 million, or a 1.6% increase. This increase was primarily due to increases in salaries and salary-related benefits of $12.9 million, employer retirement plan contributions of $6.8 million and incentive compensation of $2.1 million. The increase in salaries and salary-related benefits was driven by headcount growth of approximately 300 net additional consulting staff during the twelve months ended December 31, 2011 and annual base salary increases. The increase in employer retirement plan contributions was due to an increase in the number of consulting staff who completed one year of service and became eligible to participate in our defined contribution plan, the Employees' Capital Accumulation Plan, or ECAP. The increase in incentive compensation during the three months ended December 31, 2011 in fiscal year 2012 as compared to the same prior year period was due to a decrease in the accrual of fiscal year 2011 incentive compensation costs which primarily affected personnel in client management roles that was recognized during the three month period ended December 31, 2010 partially offset by a reduction of incentive accrual rates for fiscal year 2012 in response to higher than expected business development costs and marketing and bid and proposal activity as well as administrative costs associated with delays in deploying certain direct consulting staff labor.

The cost of revenue increase was partially offset by a decrease of $8.5 million related to other client expenses and $1.8 million in stock-based compensation expense. Cost of revenue as a percentage of revenue was 50.6% and 51.7% in the three months ended December 31, 2011 and 2010, respectively.

Billable Expenses

Billable expenses increased to $370.5 million from $368.5 million, or a 0.6% increase. This increase was primarily due to increases in subcontractor-related expenses of $2.3 million. The increase in direct subcontractor expenses was in support of growth on existing and new contracts and task orders during the three months ended December 31, 2011. Billable expenses as a percentage of revenue were 25.7% and 26.5% in the three months ended December 31, 2011 and 2010, respectively.

General and Administrative Expenses

General and administrative expenses increased to $224.5 million from $206.2 million, or an 8.9% increase. This increase was primarily due to increases in salaries and salary-related benefits of $14.2 million associated with increased headcount and an increase of $17.5 million in other business-related expenses and professional fees to support the increased scale of our business.

The increase in general and administrative expenses was partially offset by a decrease in incentive compensation of $6.7 million due to lower incentive compensation accrual rates for fiscal year 2012. Stock-based compensation expense also decreased by $4.1 million compared to the same prior year period primarily due to the application of the accounting method for recognizing stock-based compensation, which requires higher expenses initially and declining expenses in subsequent years. General and administrative expenses as a percentage of revenue were 15.6% and 14.8% for the three months ended December 31, 2011 and 2010, respectively.

Depreciation and Amortization

Depreciation and amortization decreased to $19.5 million from $20.8 million, or a 6.1% decrease. This decrease was primarily due to a decrease of $3.1 million in the amortization of our intangible assets, which includes below market rate leases and contract backlog that were recorded in connection with the acquisition, as described in our Annual Report, and are amortized based on contractual lease terms and projected future cash flows, respectively, thereby reflecting higher amortization expense initially and declining expense in subsequent periods. Intangible asset amortization expense decreased to $4.1 million for the three months ended December 31, 2011 compared to $7.2 million for the three months ended December 31, 2010. The decrease in depreciation and amortization expense was partially offset by an increase in depreciation expense associated with capital expenditures purchased during the twelve months ended December 31, 2011 attributable to investments in facility expansion and computer equipment to support the increased headcount.

Interest Expense

Interest expense decreased to $12.0 million from $34.5 million, or a 65.1% decrease. This decrease was primarily due to a decrease in contractually obligated interest expense as a result of the repayment of indebtedness outstanding under our mezzanine credit facility and the refinancing of our senior secured loan facilities at lower interest rates in February 2011.

Interest is accrued on our $972.7 million outstanding debt principal balance as of December 31, 2011 at contractually specified rates ranging from 2.52% to 4.00%, and is generally required to be paid to our syndicate of lenders on a quarterly basis.

Income Tax Expense

Income tax expense is $23.5 million compared to an income tax benefit of $1.7 million. The effective tax rate increased to 27.2% from (7.7)%. The increase in the effective tax rate for the three months ended December 31, 2011 as compared to the same prior year period is primarily due to higher pretax income in the current year.

Nine Months Ended December 31, 2011 Compared to Nine Months Ended December 31, 2010

Revenue

Revenue increased to $4,318.6 million from $4,098.3 million, or a 5.4% increase. The increase in revenue during the nine months ended December 31, 2011 was primarily driven by an increase in direct consulting staff labor revenue due to improved deployment of direct consulting staff, including the deployment of 300 net additional consulting staff, and increased other direct costs. Net additional consulting staff reflects newly hired consulting staff net of consulting staff attrition. Additions to funded backlog during the twelve months ended December 31, 2011 totaled $6.0 billion, as a result of the conversion of unfunded backlog to funded backlog, the award of new contracts and task orders under which funding was appropriated, and the exercise and subsequent funding of priced options.

Cost of Revenue

Cost of revenue increased to $2,172.5 million from $2,094.2 million, or a 3.7% increase. This increase was primarily due to increases in salaries and salary-related benefits of $87.6 million and employer retirement plan contributions of $10.4 million. The increase in salaries and salary-related benefits was driven by headcount growth of approximately 300 net additional consulting staff during the twelve months ended December 31, 2011 and annual base salary increases. The increase in employer retirement plan contributions was due to an increase in the number of consulting staff who completed one year of service and became eligible to participate in ECAP.

The cost of revenue increase was partially offset by decreases of $13.4 million in incentive compensation and $4.4 million in stock-based compensation expenses. The decrease in incentive compensation was due to an amendment to the Officers' compensation plan that was effective October 1, 2010, such that a portion of incentive compensation is now paid via grants of restricted stock on July 1 of each year, rather than cash, and will vest over a three year period, and management's determination to reduce incentive compensation accrual rates for fiscal year 2012 in response to higher than expected business development costs and marketing and bid and proposal activity as well as administrative costs associated with delays in deploying certain direct consulting staff labor. The decrease in stock-based compensation expense was primarily due to a decrease in expense recognition compared to the same prior year period due to the application of the accounting method for recognizing stock-based compensation, which requires higher expenses initially and declining expenses in subsequent years. Cost of revenue as a percentage of revenue was 50.3% and 51.1% in the nine months ended December 31, 2011 and 2010, respectively.

Billable Expenses

Billable expenses increased to $1,143.6 million from $1,084.0 million, or a 5.5% increase. This increase was primarily due to increases in subcontractor-related expenses of $59.7 million. The increase in direct subcontractor expenses was in support of growth on existing and new contracts and task orders during the three months ended December 31, 2011. Billable expenses as a percentage of revenue were 26.5% and 26.4% in the nine months ended December 31, 2011 and 2010, respectively.

General and Administrative Expenses

General and administrative expenses increased to $656.6 million from $624.5 million, or a 5.1% increase. This increase was primarily due to increases in salaries and salary-related benefits of $42.2 million associated with increased headcount and an increase of $28.7 million in other business-related expenses and professional fees to support the increased scale of our business.

The increase in general and administrative expenses was partially offset by decreases of $23.2 million in incentive compensation, $10.5 million in stock-based compensation expenses and $5.1 million of employer retirement plan contributions. The decrease in incentive compensation was due to lower incentive compensation accrual rates for fiscal year 2012, and an amendment to the Officers' compensation plan that was effective October 1, 2010, such that a portion of incentive compensation is now paid via grants of restricted stock on July 1 of each year, rather than cash, and will vest over a three year period. The decrease in stock-based compensation expense was primarily due to a decrease in expense recognition compared to the same prior year period due to the application of the accounting method for recognizing stock-based compensation, which requires higher expenses initially and declining expenses in subsequent years. The decrease in employer retirement plan contributions was due to the associated decrease in incentive compensation. General and administrative expenses as a percentage of revenue was 15.2% for each of the nine months ended December 31, 2011 and 2010.

Depreciation and Amortization

Depreciation and amortization decreased to $55.9 million from $59.8 million, or a 6.4% decrease. This decrease was primarily due to a decrease of $9.2 million in the amortization of our intangible assets, which includes below market rate leases and contract backlog that were recorded in connection with the acquisition, as described in our Annual Report, and are amortized based on contractual lease terms and projected future cash flows, respectively, thereby reflecting higher amortization expense initially and declining expense in subsequent periods. Intangible asset amortization expense decreased to $12.3 million for the nine months ended December 31, 2011 compared to $21.5 million for the nine months ended December 31, 2010. The decrease in amortization expense was partially offset by an increase in depreciation expense associated with capital expenditures purchased during the twelve months ended December 31, 2011 attributable to investments in facility expansion and computer equipment to support the increased headcount.

Interest Expense

Interest expense decreased to $36.5 million from $113.7 million, or a 67.9% decrease. This decrease was primarily due to a decrease in contractually obligated interest expense as a result of the repayment of indebtedness outstanding under our mezzanine credit facility and the refinancing of our senior secured loan facilities at lower interest rates in February 2011.

Interest is accrued on our $972.7 million outstanding debt principal balance as of December 31, 2011 at contractually specified rates ranging from 2.52% to 4.00%, and is generally required to be paid to our syndicate of lenders on a quarterly basis.

Income Tax Expense

Income tax expense increased to $68.0 million from $29.7 million, or a 129.0% increase. The increase was primarily due to an increase in year to date pre-tax income as compared to the same prior year period partially offset by an increase in the release of uncertain tax position reserves of $24.2 million as compared to the same prior year period.

The effective tax rate decreased to 26.4% from 30.8% primarily due to the increase in the release of uncertain tax position reserves in the current period.

Liquidity and Capital Resources

We have historically been able to generate sufficient cash to fund our operations, debt payments, capital expenditures, and discretionary funding needs. We had $405.0 million and $192.6 million in cash and cash equivalents as of December 31, 2011 and March 31, 2011, respectively. However, due to fluctuations in cash flows and the growth in operations, it may be necessary from time to time in the future to borrow under our senior secured loan facilities to meet cash demands. We anticipate that cash provided by operating activities, cash and cash equivalents, and borrowing capacity under our revolving credit facility will be sufficient to meet our anticipated cash requirements for the next twelve months, which primarily include:

- operating expenses, including salaries;
- working capital requirements to fund the growth of our business;
- capital expenditures which primarily relate to the purchase of computers, business systems, furniture, and leasehold improvements to support our operations;
- debt service requirements for borrowings under our senior secured loan facilities; and
- cash taxes to be paid.

Our debt totaled $972.7 million and $994.3 million as of December 31, 2011 and March 31, 2011, respectively. Our debt bears interest at specified rates and is held by a syndicate of lenders (see Note 8 in our interim consolidated financial statements).

Our senior secured loan facilities consist of a $500.0 million Tranche A term facility, or Tranche A Loans, and a $500.0 million Tranche B term facility, or Tranche B Loans. As of December 31, 2011, we had $ 481.3 million and $496.3 million principal outstanding under the Tranche A term facility and Tranche B term facility, respectively.

From time to time we evaluate alternative uses for excess cash resources including debt prepayments, payment of dividends, share repurchases or funding acquisitions. Any determination to pursue one or more of the above alternative uses for excess cash is subject to the discretion of our Board of Directors, and will depend upon various factors, including our results of operations, financial condition, liquidity requirements, restrictions that may be imposed by applicable law, our contracts, and our senior secured credit agreement, as amended, and other factors deemed relevant by our Board of Directors.

On December 12, 2011, the Board of Directors approved a $30.0 million share repurchase program, to be funded from cash on hand. A special committee of the Board of Directors was appointed to evaluate market conditions and other relevant factors and initiate repurchases under the program from time to time. The share repurchase program may be suspended, modified or discontinued at any time at the Company's discretion without prior notice. As of December 31, 2011, no shares have been repurchased under the program.

On February 1, 2012, our Board authorized and declared a cash dividend in the amount of $0.09 per share. The dividend is payable in cash on February 29, 2012 to stockholders of record at the close of business on February 13, 2012. We currently intend to begin payments of regular quarterly cash dividends; however, the actual declaration of any such future dividends and the establishment of the per share amount, record dates and payment dates for any such future dividends are subject to the discretion of the Board, taking into account future earnings, cash flows, financial requirements and other factors.

On February 1, 2012, the Company's Board of Directors authorized the payment of the accrued interest on the DPO as of February 29, 2012 for approximately $19.4 million. We currently intend to periodically pay interest accruing on the DPO, subject to the discretion of the Board.

Cash Flows

Cash received from clients, either from the payment of invoices for work performed or for advances in excess of costs incurred, is our primary source of cash. We generally do not begin work on contracts until funding is appropriated by the client. Billing timetables and payment terms on our contracts vary based on a number of factors, including whether the contract type is cost-reimbursable, time-and-materials, or fixed-price. We generally bill and collect cash more frequently under cost-reimbursable and time-and-materials contracts, as we are authorized to bill as the costs are incurred or work is performed. In contrast, we may be limited to bill certain fixed-price contracts only when specified milestones, including deliveries, are achieved. We experienced a slight shift to fixed-price contracts year over year resulting in no material impact to operating cash flow. In addition, a number of our contracts may provide for performance-based payments, which allow us to bill and collect cash prior to completing the work.

Accounts receivable is the principal component of our working capital and is generally driven by revenue growth with other short-term fluctuations related to the payment practices of our clients. Our accounts receivable reflect amounts billed to our clients as of each balance sheet date. Our clients generally pay our invoices within 30 days of the invoice date. At any month-end, we also include in accounts receivable the revenue that was recognized in the preceding month, which is generally billed early in the following month. Finally, we include in accounts receivable amounts related to revenue accrued in excess of amounts billed, primarily on our fixed-price and cost- plus-award-fee contracts. The total amount of our accounts receivable can vary significantly over time, but is generally sensitive to revenue levels. Total accounts receivable (billed and unbilled combined, net of allowance for doubtful accounts) days sales outstanding, which we calculate by dividing total accounts receivable by revenue per day during the relevant fiscal quarter, was 69 as of December 31, 2011 and 68 as of March 31, 2011.

The table below sets forth our net cash flows for the periods presented:

	Nine Months Ended December 31,	
	2011	**2010**
	(Unaudited)	**(Unaudited)**
	(In thousands)	
Net cash provided by operating activities	$ 252,019	$ 280,805
Net cash used in investing activities	(42,226)	(60,049)
Net cash provided by (used in) financing activities	2,603	(70,819)
Total increase in cash and cash equivalents	$ 212,396	$ 149,937

Net Cash from Operating Activities

Net cash from operations is primarily affected by the overall profitability of our contracts, our ability to invoice and collect from clients in a timely manner, and our ability to manage our vendor payments. Net cash provided by operations was $252.0 million in the nine months ended December 31, 2011 compared to $280.8 million in the same prior year period, or a 10.3% decrease. The decrease in net cash provided by operations was primarily due to an increase in cash taxes paid, partially offset by net income growth.

Net Cash from Investing Activities

Net cash used in investing activities was $42.2 million in the nine months ended December 31, 2011 compared to $60.0 million in the same prior year period, or a 29.7% decrease. The decrease in net cash used in investing activities was primarily due to cash proceeds received of $23.3 million from the sale of our state and local transportation business. Capital expenditures also increased from $61.4 million to $65.6 million in the nine months ended December 31, 2010 to 2011, respectively. This increase is attributable to investments in additional facility expansion and computer equipment to support the increase in headcount. We expect capital expenditures as a percentage of revenue in future years to be more comparable to historical levels.

Net Cash from Financing Activities

Net cash provided by financing activities was $2.6 million in the nine months ended December 31, 2011 compared to net cash used in financing activities of $70.8 million in the same prior year period, or a 103.7% increase. The increase in net cash provided by financing activities was primarily due to the repayment of debt during the nine months ended December 31, 2010.

Indebtedness

We maintain a senior secured credit agreement, as amended, with a syndicate of lenders. The senior secured credit agreement, as amended, provides for $1.0 billion in term loans ($500.0 million of Tranche A Loans and $500.0 million of Tranche B Loans) and a $275.0 million revolving credit facility.

The senior secured credit agreement, as amended, requires quarterly principal payments of 1.25% of the stated principal amount of Tranche A Loans, with annual incremental increases to 1.875%, 2.50%, 3.125%, and 16.25%, prior to the Tranche A Loans' maturity date of February 3, 2016, and 0.25% of the stated principal amount of Tranche B Loans, with the remaining balance payable on the Tranche B Loans' maturity date of August 3, 2017. The revolving credit facility matures on July 31, 2014, at which time any outstanding principal balance is due in full.

At our option, the interest rate on borrowings under the senior secured loan facilities may be based on the Eurocurrency rate or the alternate base rate, or ABR plus, in each case, an applicable margin, subject to the Eurocurrency rate and ABR being no lower than 1.00% or 2.00% respectively, in the case of Tranche B Loans. Subject to a leveraged based pricing grid, the applicable margins on Tranche A Loans range from 2.00% to 2.75% with respect to Eurocurrency loans, or 1.00% to 1.75% with respect to ABR loans. The applicable margins on Tranche B Loans are 3.00% with respect to Eurocurrency loans, or 4.00% with respect to the ABR loans, stepping down, in each case to 2.75% and 3.75%, respectively, when the total leverage ratio is less than or equal to 1.75 to 1.00. The revolving credit facility margin and commitment fee are subject to the leveraged based pricing grid, as set forth in the senior secured credit agreement, as amended. As of December 31, 2011, we were contingently liable under open standby letters of credit and bank guarantees issued by our banks in favor of third parties that total $2.3 million. These letters of credit and bank guarantees primarily relate to leases and support of insurance obligations. These instruments reduce our available borrowings under the revolving credit facility. As of December 31, 2011, we had $272.7 million of capacity available for additional borrowings under the revolving credit facility.

The loans under the senior secured credit agreement, as amended, are secured by substantially all of our assets. The senior secured credit agreement, as amended, contains customary representations and warranties and customary affirmative and negative covenants. The negative covenants are limited to the following: limitations on indebtedness and liens, mergers, consolidations or amalgamations, or liquidations, wind-ups or dissolutions; dispositions of property; restricted payments; investments; transactions with affiliates; sale and lease back transactions; negative pledges; restrictive agreements; and certain other limitations or activities.

In addition, we are required to meet the following financial covenants at each quarter end:

- *Consolidated Total Leverage Ratio* — the ratio of total leverage as of the last day of the quarter (defined as the aggregate principal amount of all funded debt, less cash, cash equivalents and permitted liquid investments of up to $150.0 million) to the preceding four quarters' "Consolidated EBITDA" (as defined in the senior secured credit agreement, as amended). For the period ended December 31, 2011, this ratio was required to be less than or equal to 3.9 to 1.0 to comply with our senior secured loan facilities. As of December 31, 2011, we were in compliance with our consolidated total leverage ratio with a ratio of 1.68.
- *Consolidated Net Interest Coverage Ratio* — the ratio of the preceding four quarters' "Consolidated EBITDA" (as defined in the senior secured credit agreement, as amended) to net interest expense for the preceding four quarters' (defined as cash interest expense, less the sum of cash interest income and one-time financing fees (to the extent included in consolidated interest expense)). For the period ended December 31, 2011, this ratio was required to be greater than or equal to 3.0 to 1.0 to comply with our senior secured loan facilities. As of December 31, 2011, we were in compliance with our consolidated net interest coverage ratio with a ratio of 12.69.

The total outstanding debt balance is recorded net of unamortized discount of $4.8 million and $5.7 million as of December 31, 2011 and March 31, 2011, respectively.

Capital Structure and Resources

Our stockholders' equity amounted to $1,142.3 million as of December 31, 2011, an increase of $235.0 million compared to stockholders' equity of $907.3 million as of March 31, 2011, primarily due to common stock issuances, stock option exercises, net income of $189.3 million in the nine months ended December 31, 2011, and stock-based compensation expense of $24.4 million.

Off-Balance Sheet Arrangements

As of December 31, 2011, we did not have any off-balance sheet arrangements.

Capital Expenditures

Since we do not own any of our facilities, our capital expenditure requirements primarily relate to the purchase of computers, business systems, furniture, and leasehold improvements to support our operations. Direct facility and equipment costs billed to clients are not treated as capital expenses. Our capital expenditures for the nine months ended December 31, 2011 and 2010 were $65.6 million and $61.4 million, respectively, and the majority of such capital expenditures related to facilities infrastructure, equipment, and information technology. Expenditures for facilities infrastructure and equipment are generally incurred to support new and existing programs across our business. We also incur capital expenditures for information technology to support programs and general enterprise information technology infrastructure.

Commitments and Contingencies

We are subject to a number of reviews, investigations, claims, lawsuits, and other uncertainties related to our business. For a discussion of these items, refer to Note 15 to our condensed consolidated financial statements.

Special Note Regarding Forward Looking Statements

This Quarterly Report on Form 10-Q, or Quarterly Report, including information incorporated by reference into this Quarterly Report, contains forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “could,” “should,” “forecasts,” “expects,” “intends,” “plans,” “anticipates,” “projects,” “outlook,” “believes,” “estimates,” “predicts,” “potential,” “continue,” “preliminary,” or the negative of these terms or other comparable terminology. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we can give you no assurance these expectations will prove to have been correct. These forward-looking statements relate to future events or our future financial performance and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to differ materially from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements.

These risks and other factors include: cost cutting and efficiency initiatives and other efforts to reduce U.S. government spending, which could reduce or delay funding for orders for services especially in the current political environment; delayed funding of our contracts due to delays in the completion of the U.S. government's budgeting process and the use of continuing resolutions by the U.S. government to fund its operations or related changes in the pattern or timing of government funding and spending; any issue that compromises our relationships with the U.S. government or damages our professional reputation; changes in U.S. government spending and mission priorities that shift expenditures away from agencies or programs that we support; the size of our addressable markets and the amount of U.S. government spending on private contractors; failure to comply with numerous laws and regulations; our ability to compete effectively in the competitive bidding process and delays caused by competitors' protests of major contract awards received by us; the loss of General Services Administration Multiple Award Schedule Contracts, or GSA schedules, or our position as prime contractor on government wide acquisition contact vehicles; changes in the mix of our contracts and our ability to accurately estimate or otherwise recover expenses, time and resources for our contracts; our ability to generate revenue under certain of our contracts; our ability to realize the full value of our backlog and the timing of our receipt of revenue under contracts included in backlog; changes in estimates used in recognizing revenue; any inability to attract, train or retain employees with the requisite skills, experience and security clearances; an inability to hire, assimilate and deploy enough employees to serve our clients under existing contracts; an inability to effectively and timely utilize our employees and professionals; failure by us or our employees to obtain and maintain necessary security clearances; the loss of members of senior management or failure to develop new leaders; misconduct or other improper activities from our employees or subcontractors; increased competition from other companies in our industry; failure to maintain strong relationships with other contractors; inherent uncertainties and potential adverse developments in legal or regulatory proceedings, including litigation, audits, reviews and investigations, which may result in materially adverse judgments, settlements, withheld payments, penalties or other unfavorable outcomes, including debarment, as well as disputes over the availability of insurance or indemnification; internal system or service failures and security breaches, including, but not limited to, those resulting from external cyber attacks on our network and internal systems; risks related to our indebtedness and credit facilities which contain financial and operating covenants; the adoption by the U.S. government of new laws, rules and regulations, such as those relating to organizational conflicts of interest issues; an inability to utilize existing or future tax benefits, including those related to our net operating losses and stock-based compensation expense, for any reason, including a change in law; variable purchasing patterns under U.S. government GSA schedules, blanket purchase agreements and indefinite delivery/indefinite quantity contracts; and other risks and factors described in Part II, “Item 1A. Risk Factors” of this Quarterly Report.

In light of these risks, uncertainties and other factors, the forward-looking statements contained in this Quarterly Report might not prove to be accurate and you should not place undue reliance upon them. All forward-looking statements speak only as of the date made and we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes during the period covered by this Quarterly Report on Form 10-Q to the information disclosed in the Quantitative and Qualitative Disclosures about Market Risk section in Part II, "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Annual Report on Form 10-K for the fiscal year ended March 31, 2011 filed with the Securities and Exchange Commission on June 8, 2011.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

Management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended, or Exchange Act, as of the end of the period covered by this Quarterly Report on Form 10-Q, or Quarterly Report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this Quarterly Report, our disclosure controls and procedures were effective.

Changes in Internal Control Over Financial Reporting

There have not been any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Our performance under U.S. government contracts and compliance with the terms of those contracts and applicable laws and regulations are subject to continuous audit, review, and investigation by the U.S. government which may include such investigative techniques as subpoenas or civil investigative demands. Given the nature of our business, these audits, reviews, and investigations may focus, among other areas, on labor time reporting, sensitive and/or classified information access and control, executive compensation, and post government employment restrictions. We are not always aware of our status in such matters, but we are currently aware of certain pending audits and investigations involving labor time charging. In addition, from time to time, we are also involved in legal proceedings and investigations arising in the ordinary course of business, including those relating to employment matters, relationships with clients and contractors, intellectual property disputes, and other business matters. These legal proceedings seek various remedies, including claims for monetary damages in varying amounts that currently range up to $40.0 million or have a reasonably estimated outcome within that range or are unspecified as to amount. Although the outcome of any such matter is inherently uncertain and may be materially adverse, based on current information, we do not expect any of the currently ongoing audits, reviews, investigations, or litigation to have a material adverse effect on our financial condition and results of operations.

Six former officers and stockholders who had departed the firm prior to the acquisition, as described in our Annual Report have filed a total of nine suits in various jurisdictions, with original filing dates ranging from July 3, 2008 through December 15, 2009 (three of which were amended on July 2, 2010 and then further amended into one consolidated complaint on September 7, 2010), against us and certain of our current and former directors and officers. Each of the suits arises out of the acquisition, as described in our Annual Report, and alleges that the former stockholders are entitled to certain payments that they would have received if they had held their stock at the time of the acquisition. Some of the suits also allege that the acquisition price paid to stockholders was insufficient. The various suits assert claims for breach of contract, tortious interference with contract, breach of fiduciary duty, civil Racketeer Influenced and Corrupt Organizations Act, or RICO, violations, violations of the Employee Retirement Income Security Act, or ERISA, and/or securities and common law fraud. Two of these suits have been dismissed with all appeals exhausted. Five of the remaining suits are pending in the United States District Court for the Southern District of New York, the sixth is pending in New York state court and the seventh is pending in the United States District Court for the Southern District of California. The aggregate alleged damages sought in these seven remaining suits is approximately $348.7 million ($291.5 million of which is sought to be trebled pursuant to RICO), plus punitive damages, costs, and fees. Although the outcome of any of these cases is inherently uncertain and may be materially adverse, based on current information, we do not expect them to have a material adverse effect on our financial condition and results of operations.

Item 1A. Risk Factors

There have been no material changes during the period covered by this Quarterly Report on Form 10-Q to the risk factors disclosed in Part I, Item 1A, of our Annual Report on Form 10-K for the fiscal year ended March 31, 2011 filed with the Securities and Exchange Commission on June 8, 2011.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

In the fourth quarter of fiscal 2012, we finalized a cost restructuring plan to reduce certain personnel and infrastructure costs. We implemented this in response to continued budget constraints and uncertainty in our industry and to provide funds to increase our resources dedicated to growth areas across our markets. As part of this cost restructuring plan, we have reduced our overall headcount by approximately 2%, with a higher percentage of reductions in our senior ranks. We anticipate incurring an associated restructuring charge of approximately $10 to $14 million pretax in the fourth quarter of fiscal 2012 relating to the one-time termination benefits. The entire amount of such charge will result in future cash expenditures. In addition, the Company anticipates recording a reduction to stock compensation expense of approximately $2 million associated with forfeitures of unvested EIP options. The Company is in the process of evaluating whether some portion of these costs is recoverable under our cost-reimbursable contracts, which may result in additional revenue to be recognized in the fourth quarter of fiscal 2012. No amounts related to this cost restructuring have been accrued in the accompanying financial statements as of and for the three and nine month periods ended December 31, 2011.

Item 6. Exhibits

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated as of May 15, 2008, by and among Booz Allen Hamilton Inc., Booz Allen Hamilton Holding Corporation (formerly known as Explorer Holding Corporation), Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation and Booz & Company Inc. (Incorporated by reference to Exhibit 2.1 to the Company's Registration Statement on Form S-1 (File No. 333- 167645))
2.2	Spin Off Agreement, dated as of May 15, 2008, by and among Booz Allen Hamilton Inc., Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc. (Incorporated by reference to Exhibit 2.2 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
2.3	Amendment to the Agreement and Plan of Merger and the Spin Off Agreement, dated as of July 30, 2008, by and among Booz Allen Hamilton Inc., Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation, Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc. (Incorporated by reference to Exhibit 2.3 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
3.1	Second Amended and Restated Certificate of Incorporation of Booz Allen Hamilton Holding Corporation (Incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report for the period ended December 31, 2010 on Form 10-Q (File No. 001-34972))
3.2	Second Amended and Restated Bylaws of Booz Allen Hamilton Holding Corporation (Incorporated by reference to Exhibit 3.2 to the Company's Quarterly Report for the period ended December 31, 2010 on Form 10-Q (File No. 001-34972))
4.1	Guarantee and Collateral Agreement, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation as the Initial Borrower, Booz Allen Hamilton Inc., as the Surviving Borrower, and the Subsidiary Guarantors party thereto, in favor of Credit Suisse, as Collateral Agent, dated as of July 31, 2008 (Incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
4.2	Guarantee Agreement, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation as the Initial Borrower, Booz Allen Hamilton Inc., as the Surviving Borrower, and the Subsidiary Guarantors party thereto, and Credit Suisse, as Administrative Agent, dated as of July 31, 2008 (Incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-1 (File No. 333- 167645))
4.3	Amended and Restated Stockholders Agreement (Incorporated by reference to Exhibit 4.3 to the Company's Quarterly Report for the period ended December 31, 2010 on Form 10-Q (File No. 001-34972))
4.4	Irrevocable Proxy and Tag-Along Agreement (Incorporated by reference to Exhibit 4.4 to the Company's Quarterly Report for the period ended December 31, 2010 on Form 10-Q (File No. 001-34972))
4.5	Form of Stock Certificate (Incorporated by reference to Exhibit 4.5 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.1	Credit Agreement, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation, as the Initial Borrower, Booz Allen Hamilton Inc., as the Surviving Borrower, the several lenders from time to time parties thereto, Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse), as Administrative Agent and Collateral Agent, Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse), as Issuing Lender, Banc of America Securities LLC and Credit Suisse Securities (USA) LLC, as Joint Lead Arrangers, and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Barclays Capital, Goldman Sachs Credit Partners L.P., and Morgan Stanley Senior Funding, Inc., as Joint Bookrunners and Sumitomo Mitsui Banking Corporation, as Co-Manager, dated as of July 31, 2008 (Incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.2	First Amendment to Credit Agreement, dated as of December 8, 2009 (Incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form S-1 (File No. 333- 167645))
10.3	Loan Agreement, Waiver and Amendment No. 2 to the Credit Agreement, dated as of February 3, 2011 (Incorporated by reference to Exhibit 10.1 to the Company's Periodic Report on Form 8-K (File No. 001-34972))

10.4	Second Amended and Restated Credit Agreement, as effected by the Loan Agreement, Waiver and Amendment No. 2 to the Credit Agreement, dated as of February 3, 2011 (Incorporated by reference to Exhibit 10.2 to the Company's Periodic Report on Form 8-K (File No. 001-34972))
10.5	Management Agreement, among Booz Allen Hamilton Holding Corporation (formerly known as Explorer Holding Corporation), Booz Allen Hamilton Inc., and TC Group V US, LLC, dated as of July 31, 2008 (Incorporated by reference to Exhibit 10.6 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.6	Amended and Restated Equity Incentive Plan of Booz Allen Hamilton Holding Corporation (Incorporated by reference to Exhibit 10.7 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.7	Booz Allen Hamilton Holding Corporation Officers' Rollover Stock Plan (Incorporated by reference to Exhibit 10.8 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.8	Form of Booz Allen Hamilton Holding Corporation Rollover Stock Option Agreement (Incorporated by reference to Exhibit 10.9 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.9	Form of Stock Option Agreement under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation (Incorporated by reference to Exhibit 10.10 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.10	Form of Stock Option Agreement under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation (Incorporated by reference to Exhibit 10.11 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.11	Form of Subscription Agreement (Incorporated by reference to Exhibit 10.12 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.12	Form of Restricted Stock Agreement for Directors under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation (Incorporated by reference to Exhibit 10.13 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.13	Form of Restricted Stock Agreement for Employees under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation (Incorporated by reference to Exhibit 10.14 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.14	Booz Allen Hamilton Holding Corporation Annual Incentive Plan (Incorporated by reference to Exhibit 10.15 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.15	Booz Allen Hamilton Holding Corporation Officers' Retirement Plan (Incorporated by reference to Exhibit 10.16 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.16	Officer's Comprehensive Medical and Dental Plans (Incorporated by reference to Exhibit 10.17 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.17	Retired Officer's Comprehensive Medical and Dental Plans (Incorporated by reference to Exhibit 10.18 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.18	Excess ECAP Payment Program (Incorporated by reference to Exhibit 10.19 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.19	Group Variable Universal Life Insurance (Incorporated by reference to Exhibit 10.20 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.20	Group Personal Excess Liability Insurance (Incorporated by reference to Exhibit 10.21 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.21	Annual Performance Program (Incorporated by reference to Exhibit 10.22 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.22	Form of Booz Allen Hamilton Holding Corporation Director and Officer Indemnification Agreement (Incorporated by reference to Exhibit 10.23 to the Company's Registration Statement on Form S-1 (File No. 333-167645))
10.23	Form of Stock Option Agreement under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation (Incorporated by reference to Exhibit 10.23 to the Company's Annual Report for the year ended March 31, 2011 on Form 10-K (File No. 001-34972))
10.24	Officer Transition Policy (Incorporated by reference to Exhibit 10.24 to the Company's Annual Report for the year ended March 31, 2011 on Form 10-K (File No. 001-34972))
10.25	Form of Stock Option Agreement under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation*
31.1	Rule 13a-14(a)/15d-14(a) Certification of the Chief Executive Officer*
31.2	Rule 13a-14(a)/15d-14(a) Certification of the Chief Financial Officer*
32.1	Certification of the Chief Executive Officer required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350)*

32.2	Certification of the Chief Financial Officer required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350)*
101	The following materials from Booz Allen Hamilton Holding Corporation's Quarterly Report on Form 10-Q for the three months ended December 31, 2011, formatted in XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Statements of Operations for the three and nine months ended December 31, 2011 and 2010; (ii) Condensed Consolidated Statements of Comprehensive Income for the three and nine months ended December 31, 2011 and 2010; (iii) Condensed Consolidated Balance Sheets at December 31, 2011 and March 31, 2011; (iv) Condensed Consolidated Statements of Cash Flows for the nine months ended December 31, 2011 and 2010; and (v) Notes to Condensed Consolidated Financial Statements.**

* Filed electronically herewith.

** Pursuant to Rule 406T of Regulation S-T, the Interactive Data Files on Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

SIGNATURES

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

Booz Allen Hamilton Holding Corporation
Registrant

Date: February 3, 2012

By: /s/ Samuel R. Strickland
Samuel R. Strickland
Executive Vice President
Chief Financial Officer, Chief Administrative Officer and Director
(Principal Financial and Accounting Officer)

AMENDED AND RESTATED EQUITY INCENTIVE PLAN OF

BOOZ ALLEN HAMILTON HOLDING CORPORATION

STOCK OPTION AGREEMENT

GRANT NOTICE

Unless otherwise defined herein, the terms defined in the Amended and Restated Equity Incentive Plan of Booz Allen Hamilton Holding Corporation (the " Plan ") shall have the same defined meanings in this Stock Option Agreement, which includes the terms in this Grant Notice (the " Grant Notice ") and Appendices A, B and C attached hereto (collectively, the " Agreement ").

You have been granted an Option to purchase Class A Common Stock of Booz Allen Hamilton Holding Corporation (the " Company "), subject to the terms and conditions of the Plan and this Agreement, as follows:

Type of Option:	Non-Qualified Stock Option
Final Expiration Date:	Ten years from the date of grant
Vesting Schedule:	This Option will vest and become exercisable in accordance with the vesting schedule set forth in Appendix A , depending on the classification of the Option, as specified in the grant.

Your acknowledgment of this grant indicates your agreement and understanding that this Option is subject to all of the terms and conditions contained in the Agreement (including this Grant Notice and Appendices A , B , C to the Agreement) and the Plan. **ACCORDINGLY, PLEASE BE SURE TO READ ALL OF THE PLAN AND APPENDICES A , B AND C TO THE AGREEMENT WHICH CONTAIN THE SPECIFIC TERMS AND CONDITIONS OF THIS OPTION. IN PARTICULAR, BY ACKNOWLEDGMENT OF THIS GRANT, YOU AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT RELATING TO ELECTRONIC DELIVERY OF ANY DOCUMENTS RELATED TO THE OPTION.**

APPENDIX A TO STOCK OPTION AGREEMENT

ARTICLE I.
GRANT OF OPTION

Section 1.1 Grant of Option . The Company hereby grants to the Optionee the Option to purchase any part or all of an aggregate of the Shares, upon the terms and conditions set forth in the Plan and this Agreement (including the Grant Notice, this Appendix, Appendix B and Appendix C). The Optionee hereby agrees that, except as required by law, he or she will not disclose to any Person other than the Optionee's spouse and/or tax or financial advisor (if any) the grant of the Option or any of the terms or provisions hereof without prior approval from the Administrator.

Section 1.2 Option Subject to Plan . The Option granted hereunder is subject to the terms and provisions of the Plan, including, but not limited to, Article V, Article XI, Article XII, Article XIII and Article XIV thereof.

Section 1.3 Exercise Price . The Exercise Price of the Shares covered by the Option does not include commission or other charge.

ARTICLE II.
VESTING SCHEDULE; EXERCISABILITY

Section 2.1 Vesting and Exercisability of the Time Option .

(a) *Vesting.* Except as provided below, the Time Option shall become vested and exercisable, so long as the Optionee remains continuously in service as a Service Provider, from the date hereof through each relevant date set forth below, as follows:

(i) 20% of the Time Option shall become vested and exercisable on June 30, 2012;

(ii) 20% of the Time Option shall become vested and exercisable on June 30, 2013;

(iii) 20% of the Time Option shall become vested and exercisable on June 30, 2014;

(iv) 20% of the Time Option shall become vested and exercisable on June 30, 2015; and

(v) 20% of the Time Option shall become vested and exercisable on June 30, 2016.

(b) *Change in Control Vesting.* Upon the occurrence of a Change in Control, any Time Option shall vest as set forth in Section 2.11.

(c) *Discretionary Vesting* . The Administrator in its sole discretion may accelerate the vesting of any portion of the Time Option that does not otherwise vest pursuant to this Section 2.1.

Section 2.2 Vesting and Exercisability of the Performance Option .

(a) *Performance Based Vesting.* Subject to the provisions set forth below, the Performance Option shall vest and become exercisable as follows: 20% of the Performance Option shall vest and become exercisable on June 30 of each year beginning on June 30, 2012 and ending on June 30, 2016 if, in each case, on such date (or, if the audited financial statements for the Company have not been finalized by such date, within 30 days thereafter), the Administrator determines that the following conditions are met as of the end of the immediately preceding Fiscal Year (each such Fiscal Year through Fiscal Year 2017, an " Applicable Year " and, such vesting, the " Yearly Performance Based Vesting "):

(i) If EBITDA for the Applicable Year equals or exceeds the EBITDA Target for the Applicable Year, then 65% of such installment (consisting of 13% of the Performance Option) shall become vested and exercisable (" EBITDA Vesting ") and if EBITDA for the Applicable Year is less than 90% of the EBITDA Target for the Applicable Year, then 65% of such installment (consisting of 13% of the Performance Option) shall terminate and shall not become exercisable; and

(ii) If the Cumulative Cash Flow for the Applicable Year equals or exceeds the Cumulative Cash Flow Target for such Applicable Year, then the remaining 35% of such installment (consisting of 7% of the Performance Option) shall become vested and exercisable (" Cumulative Cash Flow Vesting "). In addition, if the Cumulative Cash Flow for an Applicable Year equals or exceeds the Cumulative Cash Flow Target for such Applicable Year, any portion of the Performance Option subject to Cumulative Cash Flow Vesting that did not vest and become exercisable with respect to a prior Applicable Year shall become vested and exercisable on the June 30 following such Applicable Year for which the Cumulative Cash Flow Target is achieved. Any Performance Option subject to Cumulative Cash Flow Vesting that has not vested as of June 30, 2016 shall terminate and shall not become exercisable.

(b) *Catch-up Vesting.* Except as provided below, the Performance Option subject to EBITDA Vesting which would otherwise fail to become vested and exercisable in accordance with Section 2.2(a)(i) shall be eligible for vesting in accordance with this Section 2.2(b). If EBITDA for the Applicable Year is less than the EBITDA Target for such Applicable Year but at least 90% of the EBITDA Target for such Applicable Year (the " EBITDA Missed Year "), that portion of the Performance Option that was subject to EBITDA Vesting with respect to the EBITDA Missed Year shall become exercisable on the June 30 following the first Fiscal Year or second Fiscal Year thereafter, (or in the event the EBITDA Missed Year is Fiscal Year 2016, June 30, 2017) (any such year, the " EBITDA Cumulative Catch Up Year ") if, on such date (or, if the audited financial statements for the Company have not been finalized by such date, within 30 days thereafter), the Administrator determines that in the EBITDA Cumulative Catch Up Year: (i) EBITDA equals or exceeds the EBITDA Target for the EBITDA Cumulative Catch Up Year;

and (ii) the Cumulative EBITDA equals or exceeds the Cumulative EBITDA Target for the EBITDA Cumulative Catch Up Year, and any Performance Option subject to EBITDA Vesting that does not vest as of June 30 of the Fiscal Year after the final EBITDA Cumulative Catch Up Year with respect to such Option shall terminate and shall not become exercisable.

(c) *Change in Control Vesting.* Upon the occurrence of a Change in Control, any Performance Option shall vest as set forth in Section 2.11.

(d) *Discretionary Vesting* . The Administrator in its sole discretion may accelerate the vesting of any portion of the Performance Option that does not otherwise vest pursuant to this Section 2.2.

Section 2.3 Administrator Determination of Targets . The Administrator shall make the determination as to whether the respective EBITDA Targets, Cumulative EBITDA Targets and Cumulative Cash Flow Targets, have been met, and shall determine the extent, if any, to which the Option has become exercisable, on any such date as the Administrator in its sole discretion shall determine; provided, however, that with respect to each Fiscal Year such date shall not be later than the 120th day following the end of such Fiscal Year.

Section 2.4 Termination of Employment or Service; Final Performance Option .

(a) *Termination Due to Death.* If an Optionee's employment or service terminates due to the Optionee's death, all Options shall immediately vest and shall remain outstanding until (i) the first anniversary of the date of the Optionee's death or (ii) the Option's Final Expiration Date, whichever is earlier, after which any unexercised Options shall immediately terminate.

(b) *Termination Due to Disability.* If an Optionee's employment or service terminates due to the Optionee's Disability, unvested Options shall not be forfeited and shall continue to vest in accordance with the schedule set forth in this Stock Option Agreement. All vested Options shall remain outstanding until (i) the later of the first anniversary of either (x) the date of termination due to Disability or (y) the date of vesting or (ii) the Option's Final Expiration Date, whichever is earlier, after which any unexercised Options shall immediately terminate.

(c) *Termination by Reason of a Company Approved Departure.* Unless otherwise determined by the Administrator, if an Optionee's employment or service terminates in a Company Approved Departure, unvested Options shall not be forfeited and shall continue to vest in accordance with the schedule set forth in this Stock Option Agreement. All vested Options shall remain outstanding until (i) the later of the 60 th day after either (x) the date of termination of Optionee's employment or service or (y) the date of vesting or (ii) the Option's Final Expiration Date, whichever is earlier, after which any unexercised Options shall immediately terminate.

(d) *Termination for Cause.* Unless otherwise determined by the Administrator, if the Optionee's employment or service terminates for Cause, all Options, whether vested or unvested, shall be immediately forfeited and canceled, effective as of the date of the Optionee's termination of employment or service. Notwithstanding the foregoing, unless otherwise determined by the Administrator and set forth in writing, any Option that vested during the twelve months prior to or any time after the Optionee engaged in the conduct that gave rise to the termination for Cause shall upon demand by the Administrator be immediately forfeited and disgorged or paid to the Company together with all gains earned or accrued due to the exercise of such Option or sale of Company Common Stock issued pursuant to such Option.

(e) *Termination for Any Other Reason* . Unless otherwise determined by the Administrator and set forth in writing, if an Optionee's employment or service terminates for any reason other than death, Disability, a Company Approved Departure, or Cause, all Options that are unvested shall be immediately forfeited and canceled, and all Options that are vested shall remain outstanding until (x) the 60 th day after the date of termination of Optionee's employment or service or (y) the Final Expiration Date, whichever is earlier, after which any unexercised Options shall immediately terminate.

(f) *Final Performance Option.* Notwithstanding anything to the contrary in this Stock Option Agreement, any portion of the Option that was scheduled to vest or may vest under a catch-up vesting provision based on the achievement of performance goals at the end of the Fiscal Year prior to the year of such termination of service as a Service Provider or entrance into the transition phase to cease employment with the Company (the " Final Performance Option ") shall remain outstanding if the Administrator has not determined whether the performance goals have been achieved for the Fiscal Year in question, unless the Optionee is terminated for Cause, until the date that the Administrator determines whether such performance goals have been achieved for the Fiscal Year in question; provided, further, that the Final Performance Option shall in no event become vested and exercisable unless it is determined by the Administrator that such performance goals were actually achieved for the Fiscal Year in question (a " Final Performance Goal Determination "). The Final Performance Option that does not become vested and exercisable shall be forfeited on the date of the Final Performance Goal Determination and the Final Performance Option that becomes vested and exercisable shall remain exercisable as provided in this Section 2.4 and Section 2.7.

Section 2.5 Additional Forfeiture Provisions . The Optionee acknowledges and agrees that the Option shall be immediately forfeited and cease to be exercisable, and the Optionee shall be required to disgorge to the Company all gains earned or accrued due to the exercise of Options or sale of any Shares issued pursuant to such Option upon certain accounting statements, if the Optionee engages in Competitive Activity,* as required by applicable law or if the Optionee engages in certain other misconduct as provided in Section 11.4 of the Plan.

Section 2.6 Exercisability of the Option . The Optionee shall not have the right to exercise the Option until the date the applicable portion of the Option becomes vested pursuant to Section 2.1, Section 2.2, Section 2.3 or Section 2.4. The date that the applicable portion of the Option becomes exercisable is referred to herein as the " Exercise Commencement Date ." Subject to Section 14.1 of the Plan, following the Exercise Commencement Date, the applicable portion of the Option shall remain exercisable until it becomes unexercisable under Section 2.7. Once the Option becomes unexercisable, it shall be forfeited immediately.

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* For California participants, add the following "(excluding clause (a) of the definition of Competitive Activity contained in the Plan)".

Section 2.7 Expiration of Option .

(a) The Option may not be exercised to any extent by anyone after the first to occur of the following events:

(i) The Final Expiration Date;

(ii) Except for such longer period of time as the Administrator may otherwise approve, in the event of a termination of the Optionee's employment or service as a Service Provider for any reason other than Cause, death or Disability or in a Company Approved Departure, the later of (A) sixty (60) days following the date of the Optionee's termination of employment or service as a Service Provider for any reason other than Cause, death, or Disability or in a Company Approved Departure, or (B) with respect to the Final Performance Option, sixty (60) days following the Final Performance Goal Determination, in which case such Final Performance Option may become a Non-Qualified Stock Option;

(iii) Except as the Administrator may otherwise approve, the date that the Company terminates the Optionee's employment or service as a Service Provider for Cause;

(iv) Except for such longer period of time as the Administrator may otherwise approve, the first anniversary of the Optionee's termination of employment or service as a Service Provider by reason of the Optionee's death;

(v) Except for such longer period of time as the Administrator may otherwise approve, in the event of the Optionee's termination of employment or service as a Service Provider by reason of the Optionee's Disability, the first anniversary of the later of (A) the Optionee's termination of employment or service or (B) the date of vesting of the applicable Option;

(vi) Except for such longer period of time as the Administrator may otherwise approve, in the event of the Optionee's termination of employment or service as a Service Provider by reason of a Company Approved Departure, the 60th day after the later of (A) the Optionee's termination of employment or service or (B) the date of vesting of the applicable Option; or

(vii) Upon forfeiture of an Option as provided in Section 11.4 of the Plan.

(b) For the purposes of the Plan and this Agreement, the date of the Optionee's termination of employment or service as a Service Provider shall be the last day that the Optionee provided employment or service as a Service Provider, as determined by the Administrator, whether such day is selected by agreement with the Optionee or unilaterally by the Company or its Subsidiaries and whether with or without advance notice. For the avoidance of doubt, except as expressly provided in Section 2.4, no period of notice that is given or that ought to have been given to the Optionee under applicable law in respect of such termination of employment or service as a Service Provider will be utilized in determining entitlement under the Plan or this Agreement. Any action by the Company or its Subsidiaries taken in accordance with the terms of the Plan and this Agreement as set out aforesaid shall be deemed to fully and completely satisfy any liability or obligation of the Company or its Subsidiaries to the Optionee in respect of the Plan or this Agreement arising from or in connection with the Optionee's termination of employment or service as a Service Provider, including in respect of any period of notice given or that ought to have been given under applicable law in respect of such termination of employment or service as a Service Provider.

Section 2.8 Partial Exercise . Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable.

Section 2.9 Exercise of Option . The exercise of the Option shall be governed by the terms of this Agreement and the terms of the Plan, including, without limitation, the provisions of Article V of the Plan.

Section 2.10 Manner of Exercise; Tax Withholding .

(a) As a condition to the exercise of the Option, the Optionee shall (i) notify the Company at least three (3) days prior to exercise and no earlier than ninety (90) days prior to exercise that the Optionee intends to exercise and (ii) provide the Company with payment of the Exercise Price of the Option, together with any Withholding Tax payment required by Section 3.9 below, which shall be payable to the Company in full as set forth in Section 2.10(b) or Section 2.10(c) below, as applicable.

(b) To the extent permitted by law or the applicable listing rules, if any, the Optionee may pay for the Shares with respect to which such Option or portion of such Option is exercised through (i) payment in cash; (ii) with the consent of the Administrator, the delivery of Shares which are owned by the Optionee, duly endorsed for transfer to the Company with a Fair Market Value on the date of delivery equal to the aggregate Exercise Price of the exercised portion of the Option; (iii) with the consent of the Administrator, through the surrender of Shares then issuable upon exercise of the Option having a Fair Market Value on the date of the exercise of the Option equal to the aggregate Exercise Price of the exercised portion of the Option; or (iv) with the consent of the Administrator, delivery of a notice that the Optionee has placed a market sell order with a broker with respect to Shares then-issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the aggregate Exercise Price; *provided* , that payment of such proceeds is then made to the Company upon settlement of such sale. Notwithstanding the foregoing, the consent of the Administrator shall not be required with respect to clauses (iii) and (iv) of this Section 2.10(b) if the Optionee exercises such Option on or after the date of the Optionee's Retirement.

(c) As a condition to exercise, the Optionee must make appropriate arrangements for the payment to the Company (or its Subsidiary, as applicable) in cash or by delivery of a certified or bank cashier check, or by any other means of payment approved by the Administrator, of the amount which the Company (or its Subsidiary, as applicable) is required to withhold under applicable law in connection with the exercise of the Option. With the consent of the Administrator and subject to any applicable legal conditions or restrictions, the Company shall, upon the Optionee's request, withhold from the Shares issuable to the Optionee upon the exercise of the Option (or any portion thereof) a number of whole Shares having a Fair Market Value, determined as of the date of exercise, not in excess of the minimum of tax required to be withheld by law (or such lower amount as may be necessary to avoid liability award accounting). Any adverse consequences to the Optionee arising in connection with the Share withholding procedure set forth in the preceding sentence shall be the sole responsibility of the Optionee.

Section 2.11 Change in Control . Upon the occurrence of a Change in Control, the Options shall vest, forfeit or continue as set forth in Article XIII of the Plan. At the discretion of the Administrator (as constituted immediately prior to the Change in Control), any or all vested Options may be canceled in exchange for an amount equal to the product of (A) the excess, if any, of the Fair Market Value of the Shares upon the Change in Control over the exercise price for such vested Options, multiplied by (B) the aggregate number of shares of Company Common Stock covered by such vested Options. Payment of any amounts calculated in accordance with this Section 2.11 shall be made in cash or, if determined by the Administrator (as constituted immediately prior to the Change in Control), in shares of common stock of the new employer having an aggregate fair market value equal to such amount or in such securities or other property as are paid to the stockholders of the Company in connection with the Change of Control and shall be payable in full, as soon as reasonably practicable, but in no event later than 30 days, following the Change in Control or such later date as such consideration is paid to the stockholders of the Company generally provided that all such payments shall in all events be payable to the stockholders generally within five years after the Change in Control.

ARTICLE III.
OTHER PROVISIONS

Section 3.1 Optionee Representation; Not a Contract of Employment or Service . The Optionee hereby represents that the Optionee's execution of this Agreement and participation in the Plan is voluntary and that the Optionee has in no way been induced to enter into this Agreement in exchange for or as a requirement of the expectation of employment or service with the Company or any of its Subsidiaries. Nothing in this Agreement or in the Plan shall confer upon the Optionee any right to continue as a Service Provider, or shall interfere with or restrict in any way the rights of the Company or its Subsidiaries, which are hereby expressly reserved, to discharge the Optionee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written employment or other agreement between the Optionee and the Company or any of its Subsidiaries.

Section 3.2 Shares Subject to Plan; Restrictions on the Transfer of Option and Company Common Stock . The Optionee acknowledges that this Option and any Shares acquired upon exercise of the Option are subject to the terms of the Plan, including, without limitation, the restrictions set forth in Sections 5.7 and 5.8 of the Plan.

Section 3.3 Registration of Shares. The Company may postpone the issuance and delivery of Company Common Stock upon the exercise of the Option until such Shares may be issued in compliance with any applicable state or federal law, rule or regulation. Notwithstanding any other provision in this Agreement, the Optionee may not sell the Shares acquired upon exercise of the Option unless such Shares are registered under the Securities Act of 1933, as amended from time to time (the "Securities Act"), or, if such Shares are not then so registered, such sale would be exempt from the registration requirements of the Securities Act. The sale must also comply with other applicable laws and regulations governing the Shares, and the Optionee shall not sell the Shares if the Administrator determines that such sale would not be in compliance with such laws and regulations.

Section 3.4 Construction. This Agreement shall be administered, interpreted and enforced under the laws of the State of Delaware.

Section 3.5 Conformity to Securities Laws. The Optionee acknowledges that the Plan is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission, including without limitation Rule 16b-3. Notwithstanding anything herein to the contrary, the Plan and this Agreement shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 3.6 Adjustments in EBITDA and Cumulative Cash Flow Targets. The EBITDA Targets (including the Cumulative EBITDA Targets) and the Cumulative Cash Flow Targets specified in Appendix B (collectively the "Financial Targets") are based upon (i) certain revenue and expense assumptions about the future business of the Company, (ii) a model agreed to by the management of the Company for the projected financial performance of the Company, and (iii) the continued application of accounting policies used by the Company as of the date the Option is granted. Accordingly, in the event that, after such date, any acquisition or disposition of any significant business or assets by the Company, any reorganization, merger, consolidation, split-up, spin-off or combination, any major capital investment program or any changes in generally accepted accounting principles related to equity-based compensation or promulgated by accounting standards applicable to the Company (or the accounting policies used by the Company) (if such accounting standards or policies materially affected the assumptions used in determining the initial Financial Targets), occurs, or the Company utilizes capital leases or other financial mechanisms other than operating leases for the purchase of property, plant and equipment, (each, a "Corporate Transaction") that is reasonably expected to materially affect EBITDA or Cash Flow, the EBITDA Target for such year and the Cumulative EBITDA Target and Cumulative Cash Flow Target for such year and subsequent years, as applicable, will be adjusted, fairly and appropriately, by the amount determined by the Administrator, in the exercise of its good faith judgment, after consultation with the Company's Chief Executive Officer and accountants, to be reasonably necessary to accurately reflect the expected direct and measurable effect such event has on such Financial Targets. In the event of any Corporate

Transaction, such adjustment shall reflect the change in EBITDA and/or Cash Flow resulting from such Corporate Transaction as presented to the Board or other decision-making party at the time the Corporate Transaction is approved by the Board or other decision making party. The intent of such adjustments is to keep the probability of achieving the Financial Targets the same as if the event triggering such adjustment had not occurred. The Administrator's determination of such necessary adjustment shall be made within 60 days following the completion or closing of the Corporate Transaction, and shall be based on the Company's accounting as set forth in its books and records and in accordance with its financial statements (prepared in accordance with applicable generally accepted accounting principles) and on the Company's financial plan pursuant to which the applicable Financial Targets were originally established. All determinations and adjustments made by the Administrator in good faith pursuant to this Section 3.6 shall be final and binding on the Company and the Optionee.

Section 3.7 Amendment, Suspension and Termination . The Option may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided that* , except as provided by Section 14.1 of the Plan, neither the amendment, modification, suspension nor termination of this Agreement (including the Grant Notice) shall, without the consent of the Optionee, materially alter or impair any rights or obligations under the Option.

Section 3.8 Data Privacy Consent . As a condition of the Option grant if the Optionee is a Non-U.S. Optionee, the Optionee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this paragraph by and among, as applicable, the Company and its Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that the Company and its Subsidiaries and Affiliates hold certain personal information about the Optionee, including the Optionee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all restricted stock or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor, for the purpose of implementing, managing and administering the Plan (the " Data "). The Optionee further understands that the Company and its Subsidiaries and Affiliates may transfer the Data amongst themselves as necessary for the purpose of implementation, administration and management of the Optionee's participation in the Plan, and that the Company and its Subsidiaries and Affiliates may each further transfer the Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Optionee understands that these recipients may be located in the Optionee's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Optionee authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Optionee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Optionee may elect to deposit any Shares. The Optionee understands that the Data will be held only as long as is necessary to implement, administer, and manage the Optionee's participation in the Plan. The Optionee understands that he or she may, at any time, view the

Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data, or refuse or withdraw the consents herein in writing, in any case without cost, by contacting his or her local human resources representative. The Optionee understands that refusal or withdrawal of consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.

Section 3.9 Withholding Taxes . In addition to any rights or obligations with respect to Withholding Taxes under this Agreement or the Plan, the Company shall have the right to withhold from the Optionee, or otherwise require the Optionee or an assignee to pay, any Withholding Taxes arising as a result of exercise of the Option, or any other taxable event occurring pursuant to the Plan or this Agreement, including, but not limited to, to the extent permitted by law, have the right to deduct any such Withholding Taxes from any payment of any kind otherwise due to the Optionee or to take such other action (including, but not limited to, withholding Shares or cash deliverable pursuant to the Plan or any Option) as may be necessary to satisfy such Withholding Taxes; provided , however , that in the event that the Company withholds Shares issuable to the Optionee upon the exercise of the Option (or any portion thereof) to satisfy the Withholding Taxes, the Company shall withhold a number of whole Shares having a Fair Market Value, determined as of the date of exercise, not in excess of the minimum of tax required to be withheld by law (or such lower amount as may be necessary to avoid liability award accounting). The Optionee shall be responsible for all Withholding Taxes and other tax consequences of this Award.

Section 3.10 Electronic Delivery . The Company may, in its sole discretion, decide to deliver any documents related to any Option granted under the Plan by electronic means or to request the Optionee's consent to participate in the Plan by electronic means. The Optionee hereby explicitly and unambiguously consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company, and such consent shall remain in effect throughout the Optionee's term of employment or service with the Company and thereafter until withdrawn in writing by the Optionee. The Optionee acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Optionee by contacting the Company by telephone or in writing. The Optionee further acknowledges that the Optionee will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Optionee understands that the Optionee must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails.

Section 3.11 Miscellaneous .

(a) The Optionee shall have no rights as a stockholder of the Company with respect to the shares of Company Common Stock subject to this Agreement until such time as the purchase price has been paid and the other requirements of Section 2.10 above have been satisfied, and the shares of Company Common Stock have been issued and delivered to the Optionee.

(b) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or United States or foreign securities exchanges as may be required.

(c) This Agreement shall be governed by the laws of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(d) All obligations of the Company under this Agreement and the Plan, with respect to the Option, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

(e) In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

ARTICLE IV.
DEFINITIONS

Whenever the following terms are used in this Agreement (including the Grant Notice), they shall have the meaning specified below unless the context clearly indicates to the contrary. Capitalized terms used in this Agreement and not defined below shall have the meaning given such terms in the Plan. The singular pronoun shall include the plural, where the context so indicates.

Section 4.1 " Adjusted Working Capital " as of any given date shall mean (i) accounts receivable (net) less (ii) accounts payable, less (iii) other accrued expenses, all as reflected on the Company's audited consolidated balance sheet as of such date.

Section 4.2 " Cash Flow " for a given Fiscal Year shall mean (i) EBITDA for such Fiscal Year less (ii) the increase in Adjusted Working Capital in such Fiscal Year (which may be a positive or a negative number) less (iii) any overruns in the annual budget for capital expenditures in the financial plan approved by the Board for that Fiscal Year.

Section 4.3 " Company " shall mean Booz Allen Hamilton Holding Corporation, a Delaware corporation.

Section 4.4 " Company Approved Departure " shall mean a termination of employment that the Company (through the members of its senior management), in its sole discretion, determines to be in the best interest of the Company and the Company's approval of such termination as a Company Approved Departure is approved or ratified by the Board or the Administrator.

Section 4.5 " Cumulative Cash Flow " as of a given date shall mean the total Cash Flow from and after April 1, 2012 through such date. In determining whether Cash Flow targets have been met, the Administrator shall take into account any large, unusual non-recurring capital expenditures approved by the Board.

Section 4.6 " Cumulative Cash Flow Target " for any given year shall be as set forth in Appendix B of this Agreement, adjusted as provided in Appendix B and subject to the provisions of Section 3.6, determined as provided in Section 4.5.

Section 4.7 "EBITDA" for a given Fiscal Year shall have the meaning set forth in Appendix C.

Section 4.8 " Cumulative EBITDA " as of a given date shall mean the total EBITDA from and after April 1, 2012 through such date.

Section 4.9 " EBITDA Target " and " Cumulative EBITDA Target " for any given year shall be as set forth in Appendix B of this Agreement, subject to the provisions of Section 3.6.

Section 4.10 " Exchange Act " shall mean the Securities and Exchange Act of 1934, as amended.

Section 4.11 " Fiscal Year " shall mean the fiscal year of the Company, as in effect from time to time.

Section 4.12 " Final Expiration Date " shall mean the date set forth in the Grant Notice.

Section 4.13 " Grant Notice " shall mean the Grant Notice referred to in Section 1.1 of this Agreement, which Grant Notice is for all purposes a part of the Agreement.

Section 4.14 " Option " shall mean the option to purchase Company Common Stock granted under this Agreement.

Section 4.15 " Performance Option " shall mean the portion of the Option designated as a Performance Option in the Grant Notice.

Section 4.16 " Plan " shall mean the Amended and Restated Equity Incentive Plan of Booz Allen Hamilton Holding Corporation, as amended from time to time.

Section 4.17 " Principal Stockholder " means Explorer Coinvest LLC, a Delaware limited liability company and any of its affiliates to which Explorer Coinvest LLC or any other Person transfers Company Common Stock or to which the Company issues Company Common Stock.

Section 4.18 " Retirement " shall have the meaning set forth in the Company's Retirement Policy.

Section 4.19 " Time Option " shall mean the portion of the Option designated as a Time Option in the Grant Notice.

Section 4.20 "Withholding Taxes" means any federal, state, local, or foreign income taxes, withholding taxes, or employment taxes required to be withheld under Applicable Law.

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APPENDIX B TO STOCK OPTION AGREEMENT

EBITDA AND CUMULATIVE CASH FLOW TARGETS

(US$ Millions)

As of the end of the fiscal year, subject to any applicable adjustments

Performance Measure	2012	2013	2014	2015	2016
EBITDA Target					
Cumulative EBITDA Target					
Cumulative Cash Flow Target (adjusted as provided in the following paragraph)					

In addition to any adjustments that may be made pursuant to Section 3.6, the Cash Flow Targets shall be adjusted as follows: (i) in the event that the growth in net revenue in any relevant Fiscal Year is greater than 12%, the Cash Flow Target with respect to such Fiscal Year shall be reduced by 3.4% for each 1% of growth in excess of 12% and (ii) in the event that the growth in net revenue in any relevant Fiscal Year is less than 12%, the Cash Flow Target with respect to such Fiscal Year shall be increased by 3.4% for each 1% of growth below 12%.

APPENDIX C TO STOCK OPTION AGREEMENT

For purposes of this Appendix C, capitalized terms not defined in the Plan or the Agreement shall have the respective meanings ascribed to such terms in the Credit Agreement, dated as of July 31, 2008, amended and restated as of December 11, 2009 and as further amended and restated as of February 3, 2011, among Booz Allen Hamilton Investor Corporation (f/k/a Explorer Investor Corporation and as successor to BAH Borrower Corporation), a Delaware corporation, Booz Allen Hamilton Inc. (as successor to Explorer Merger Sub Corporation), the several banks and other financial institutions from time to time parties thereto, Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch), as Administrative Agent and Collateral Agent for the Lenders and as Issuing Lender and Swingline Lender, Merrill Lynch, Pierce, Fenner & Smith Incorporated (as successor to Banc of America Securities LLC) and Credit Suisse Securities (USA) LLC, as Joint Lead Arrangers, Merrill Lynch, Pierce, Fenner & Smith Incorporated (as successor to Banc of America Securities LLC), Credit Suisse Securities (USA) LLC, Morgan Stanley Senior Funding, Inc., Goldman Sachs Bank USA, Barclays Capital and Sumitomo Mitsui Banking Corporation, as Joint Bookrunners, Bank of America, N.A., as Syndication Agent, and Barclays Bank PLC, as Documentation Agent

" EBITDA ": of any Person for any period, Consolidated Net Income of such Person and its Restricted Subsidiaries for such period plus, without duplication and, if applicable, to the extent reflected as a charge in the statement of such Consolidated Net Income (regardless of classification) for such period, the sum of:

(a) provisions for taxes based on income (or similar taxes in lieu of income taxes), profits, capital (or equivalents), including federal, foreign, state, local, franchise, excise and similar taxes and foreign withholding taxes of such Person paid or accrued during such period;

(b) Consolidated Net Interest Expense and, to the extent not reflected in such Consolidated Net Interest Expense, any net losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including commitment, letter of credit and administrative fees and charges with respect to the Facilities and the Mezzanine Loan Facility);

(c) depreciation and amortization expense and impairment charges (including deferred financing fees, capitalized software expenditures, intangibles (including goodwill), organization costs and amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits);

(d) any extraordinary, unusual or non-recurring expenses or losses (including losses on sales of assets outside of the ordinary course of business and restructuring and integration costs or reserves, including any severance costs, costs associated with office and facility openings, closings and consolidations, relocation costs and other non-recurring business optimization expenses);

(e) any other non-cash charges, expenses or losses (except to the extent such charges, expenses or losses represent an accrual of or reserve for cash expenses in any future period or an amortization of a prepaid cash expense paid in a prior period);

(f) stock-option based and other equity-based compensation expenses (incurred pursuant to the Booz Allen Hamilton Holding Corporation Officers Rollover Stock Plan, the Amended and Restated Equity Incentive Plan of Booz Allen Hamilton Holding Corporation or any new equity incentive plans adopted by the Company);

(g) adjustments related to the impact of the purchase accounting treatment for the Transactions, including but not limited to accounting for contract award fees and deferred rent;

(h) savings in borrowing costs (i.e. possible reductions in interest expense) associated with any new deferred compensation programs, including but not limited to the Booz Allen Hamilton Inc. Executive Performance Plan;

(i) transaction costs, fees, losses and expenses (whether or not any transaction is actually consummated) (including those relating to the Merger Transactions, the transactions contemplated hereby and by the Mezzanine Loan Documents (including any amendments or waivers of the Loan Documents or the Mezzanine Loan Documents), and those payable in connection with the sale of Capital Stock, the incurrence of Indebtedness permitted by Section 7.2 of the Credit Agreement, transactions permitted by Section 7.4 of the Credit Agreement, Dispositions permitted by Section 7.5 of the Credit Agreement, or any Permitted Acquisition or other Investment permitted by Section 7.7 of the Credit Agreement (in each case whether or not successful));

(j) all fees and expenses paid pursuant to the Management Agreement;

(k) proceeds from any business interruption insurance (to the extent not reflected as revenue or income in such statement of such Consolidated Net Income);

(l) cash expenses relating to earn-outs and similar obligations;

(m) charges, losses, lost profits, expenses or write-offs to the extent indemnified or insured by a third party, including expenses covered by indemnification provisions in any agreement in connection with the Merger Transactions, a Permitted Acquisition or any other acquisition permitted by Section 7.7 of the Credit Agreement;

(n) losses recognized and expenses incurred in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items;

minus, to the extent reflected as income or a gain in the statement of such Consolidated Net Income for such period, the sum of:

(a) any extraordinary, unusual or non-recurring income or gains (including gains on the sales of assets outside of the ordinary course of business);

(b) any other non-cash income or gains (other than the accrual of revenue in the ordinary course), but excluding any such items (i) in respect of which cash was received in a prior period or will be received in a future period or (ii) which represent the reversal in such period of any accrual of, or reserve for, anticipated cash charges in any prior period where such accrual or reserve is no longer required, all as determined on a consolidated basis; and

(c) gains realized and income accrued in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items;

provided that for purposes of calculating EBITDA of the Borrower and its Restricted Subsidiaries for any period, (A) the EBITDA of any Person or Properties constituting a division or line of business of any business entity, division or line of business, in each case, acquired by the Borrower or any of the Restricted Subsidiaries during such period and assuming any synergies, cost savings and other operating improvements to the extent certified by the Borrower as having been determined in good faith to be reasonably anticipated to be realizable within 12 months following such acquisition, or of any Subsidiary designated as a Restricted Subsidiary during such period, shall be included on a pro forma basis for such period (but assuming the consummation of such acquisition or such designation, as the case may be, occurred on the first day of such period) and (B) the EBITDA of any Person or Properties constituting a division or line of business of any business entity, division or line of business, in each case, Disposed of by the Borrower or any of the Restricted Subsidiaries during such period, or of any Subsidiary designated as an Unrestricted Subsidiary during such period, shall be excluded for such period (assuming the consummation of such Disposition or such designation, as the case may be, occurred on the first day of such period). With respect to each Subsidiary that is not a wholly-owned Subsidiary or any joint venture, for purposes of calculating EBITDA, the amount of income attributable to such Subsidiary or joint venture, as applicable, that shall be counted for such purposes shall equal the product of (x) the Borrower's direct and/or indirect percentage ownership of such Subsidiary or joint venture and (y) the aggregate amount of the applicable item of such Subsidiary or joint venture, as applicable, except to the extent the application of GAAP already takes into account the non-wholly owned subsidiary relationship. Notwithstanding the forgoing, EBITDA shall be calculated without giving effect to the effects of purchase accounting or similar adjustments required or permitted by GAAP in connection with the Transactions, any Investment (including any Permitted Acquisition) and any other acquisition or Investment.

Exhibit 31.1

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER PURSUANT TO RULE 13A-14(A) OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Ralph W. Shrader, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Booz Allen Hamilton Holding Corporation.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared.

(b) [not applicable]

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation.

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information.

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 3, 2012

By: /s/ Ralph W. Shrader
Ralph W. Shrader
Chairman of the Board
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER PURSUANT TO RULE 13A-14(A) OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Samuel R. Strickland, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Booz Allen Hamilton Holding Corporation.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report. and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared.

(b) [not applicable]

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation.

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information.

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 3, 2012

By: /s/ Samuel R. Strickland
Samuel R. Strickland
Executive Vice President
Chief Financial Officer, Chief Administrative Officer and Director
(Principal Financial and Accounting Officer)

Exhibit 32.1

**CERTIFICATIONS PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

In connection with the report on Form 10-Q of Booz Allen Hamilton Holding Corporation (the “Company”) for the fiscal quarter ended December 31, 2011, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned Chairman of the Board and President and Chief Executive Officer of the Company certifies, to the best of his knowledge and belief pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 3, 2012

By: /s/ Ralph W. Shrader
Ralph W. Shrader
Chairman of the Board
President and Chief Executive Officer
(Principal Executive Officer)

A signed original of this written statement required by Section 906 has been provided to Booz Allen Hamilton Holding Corporation and will be retained by Booz Allen Hamilton Holding Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATIONS PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with the report on Form 10-Q of Booz Allen Hamilton Holding Corporation (the "Company") for the fiscal quarter ended December 31, 2011, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned Executive Vice President and Chief Financial Officer, Chief Administrative Officer and Director of the Company certifies, to the best of his knowledge and belief pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 3, 2012

By: /s/ Samuel R. Strickland
Samuel R. Strickland
Executive Vice President
Chief Financial Officer, Chief Administrative Officer
and Director
(Principal Financial and Accounting Officer)

A signed original of this written statement required by Section 906 has been provided to Booz Allen Hamilton Holding Corporation and will be retained by Booz Allen Hamilton Holding Corporation and furnished to the Securities and Exchange Commission or its staff upon request.