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(Address)

(City/State/Zip/Phone #)

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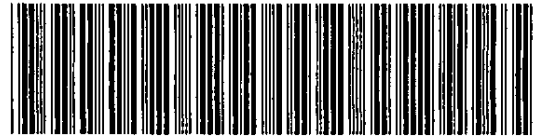
(Business Entity Name)

(Document Number)

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FILED
CORPORATE
DIVISION OF CORPORATE
12 JUL 27 AM 9:41

Name chg
@ 7/27/12

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: SRA International, Inc.
Name of Corporation

DOCUMENT NUMBER: F00000001073

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Taina Ramirez
Name of Contact Person

SRA International, Inc.
Firm/Company

4300 Fair Lakes Court
Address

Fairfax, VA 22033
City/State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Taina Ramirez at (703) 803-1881
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> \$35.00 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee & Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) | <input type="checkbox"/> \$52.50 Filing Fee, Certificate of Status & Certified Copy (Additional copy is enclosed) |
|--------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

RECEIVED
DIVISION OF CORPORATIONS
12 JUL 27 AM 9:41

SECTION I
(1-3 MUST BE COMPLETED)

F0000000 1073
(Document number of corporation (if known))

1. Systems Research and Applications Corporation
(Name of corporation as it appears on the records of the Department of State)
2. Virginia 3. 2/29/2000
(Incorporated under laws of) (Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? February 3, 2012

5. SRA International, Inc.
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

Ethan Danfer

(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Ethan Danfer

(Typed or printed name of person signing)

Asst. Sec.

(Title of person signing)

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

That SRA International, Inc. is duly incorporated under the law of the Commonwealth of Virginia;

That the date of its incorporation is February 11, 1976;

That the period of its duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

SRA International, Inc., a Delaware corporation, merged into Systems Research and Applications Corporation, a Virginia corporation, which is the surviving corporation under the name of SRA International, Inc.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
July 13, 2012*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

ARTICLES OF MERGER

of

SRA INTERNATIONAL, INC. *don*
a Delaware corporation

with and into

SYSTEMS RESEARCH AND APPLICATIONS CORPORATION *don*
a Virginia corporation

The undersigned corporation, pursuant to Title 13.1, Chapter 9, Article 12 of the Code of Virginia, hereby executes the following articles of merger and set forth:


1. Upon the terms and subject to the conditions of the Agreement and Plan of Merger, dated as of February 2, 2012 (the "Plan," a copy of which is attached hereto as Exhibit A), by and between SRA International, Inc. a Delaware corporation ("SRAI") and Systems Research and Applications Corporation, a Virginia corporation ("SRAC"), SRAI shall merge with and into SRAC, with SRAC being the surviving corporation.
2. The Amended and Restated Articles of Incorporation, attached hereto as Exhibit B, shall be the Articles of Incorporation of the surviving corporation. The name of the corporation following the effectiveness of these Articles of Merger shall be "SRA International, Inc."
3. The Plan was approved by the unanimous consent of the shareholders of SRAI on February 1, 2012.
4. The Plan was approved by the unanimous consent of the shareholders of SRAC on February 1, 2012.
5. The merger is permitted by the laws of the state of incorporation of SRAI.

6. SRAI certifies that its participation in the merger was duly authorized as required by the laws of the State of Delaware.

The undersigned declares that the facts herein stated are true as of February 2, 2012.

SRA International, Inc.
a Delaware corporation


By:


William L. Ballhaus, President and CEO

Dated: February 2, 2012.

Systems Research and Applications Corporation
a Virginia corporation

By:


William L. Ballhaus, President and CEO
SCC ID No. 0164564-7

Dated: February 2, 2012.

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Exhibit A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") is made as of February 2, 2012 by and between SRA International, Inc., a Delaware corporation ("SRAI"), and Systems Research and Applications Corporation, a Virginia corporation ("SRAC"). SRAI and SRAC are hereinafter sometimes collectively referred to as the "Constituent Companies."

RECITALS

- A. SRAI was incorporated on November 16, 1984 in the State of Delaware.
- B. SRAC was incorporated on February 11, 1976 in the Commonwealth of Virginia.
- C. The respective Board of Directors of SRAI and SRAC deem it advisable and to the advantage of each of the Constituent Companies that SRAI merge with and into SRAC upon the terms and subject to the conditions set forth in this Plan.
- D. The Board of Directors of each of the Constituent Companies have approved this Plan.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Plan and do hereby agree that SRAI shall merge with and into SRAC on the following terms, conditions and other provisions:

1. MERGER AND EFFECTIVE TIME. At the Effective Time (as defined below), SRAI shall be merged with and into SRAC (the "Merger"), and SRAC shall be the surviving corporation of the Merger (the "Surviving Corporation"). The Merger shall become effective upon the close of business on the date when a duly executed copy of this Plan, along with all other required documents, are filed with the Secretaries of State of the State of Delaware and the Commonwealth of Virginia (the "Effective Time").
2. EFFECT OF MERGER. The merger shall have the effects set forth in the Plan and Section 13.1-721 of the Virginia Stock Corporation Act. Without limiting the foregoing of the generality, at the Effective Time, the separate existence of SRAI shall cease; the identity, existence, powers, rights and immunities of SRAC as the Surviving Corporation shall continue unimpaired by the merger and shall continue its existence under the name of SRA International, Inc.; and SRAC shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of SRAI, all without further act or deed. The Amended and Restated Articles of Incorporation of the Surviving Corporation shall be the Amended and Restated Articles of Incorporation.
3. GOVERNING DOCUMENTS. At the Effective Time, the Amended and Restated Articles of Incorporation of SRAC, attached hereto as Exhibit A, shall become the Amended and Restated Articles of Incorporation of the Surviving Corporation and SRAC's name shall be changed to "SRA International, Inc." as set forth in the Amended and Restated Articles of Incorporation.
4. DIRECTORS AND OFFICERS. At the Effective Time, the directors and officers of SRAI shall be and become the directors and officers (holding the same titles and positions) of the Surviving Corporation and after the Effective Time shall serve in accordance with the Amended and Restated Articles of Incorporation and By-laws of the Surviving Corporation.

5. CONVERSION OF STOCK OF SRAI. At the Effective Time, each share of SRAI common stock outstanding immediately prior to the Effective Time shall be converted into one (1) share of SRAC common stock. All such shares of SRAI common stock, when so converted, shall no longer be outstanding and shall be automatically cancelled and retired, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive the shares of SRAC common stock to be issued in consideration therefor upon the surrender of such certificate.

6. CANCELLATION OF SHARES OF SRAC. At the Effective Time, all of the previously issued and outstanding shares of SRAC Common Stock, that were issued and outstanding immediately prior to the Effective Time shall be automatically retired and canceled without consideration.

7. STOCK CERTIFICATES. At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of SRAI Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of SRAC Common Stock into which such shares of SRAI Common Stock are converted as provided herein. The registered owner on the books and records of SRAI of any such outstanding stock certificate for SRAI Common Stock shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to SRAC or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of SRAC Common Stock evidenced by such outstanding certificate as above provided.

8. EMPLOYEE BENEFIT PLANS. At the Effective Time, the obligations of SRAI under or with respect to every plan, trust, program and benefit then in effect or administered by SRAI for the benefit of the directors, officers and employees of SRAI or any of its subsidiaries shall become the lawful obligations of SRAC and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, SRAC hereby expressly adopts and assumes all contractual obligations of SRAI under such employee benefit plans.

9. FURTHER ASSURANCES. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of SRAI such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of SRAI, and otherwise to carry out the purposes of this Plan. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of SRAI, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

10. CONDITION. The consummation of the Merger is subject to the approval of this Plan and the Merger contemplated hereby by the shareholders of SRAI and SRAC, prior to the Effective Time.

11. ABANDONMENT. At any time before the Effective Time, this Plan may be terminated and the Merger abandoned by the Board of Directors of SRAI or SRAC, notwithstanding approval of this Plan by the Board of Directors and shareholder of SRAI and SRAC.

12. AMENDMENT. At any time before the Effective Time, this Plan may be amended or modified through a further written agreement approved by the members of the Board of Directors of both SRAI and SRAC, provided, however, that in the event an amendment to this Plan is contemplated subsequent to approval of the Plan by the stockholders of SRAI and SRAC, the Plan may not be amended

to change (i) the merger consideration, (ii) the articles of incorporation, except as permitted under the provisions of Section 13.1-706 of the Virginia Stock Corporation Act or (iii) any other terms and conditions of the Plan which would adversely affect the stockholders of SRAI or SRAC.

13. TAX-FREE REORGANIZATION. The Merger is intended to be a tax-free plan of reorganization by the within the meaning of Section 368(a)(1)(F) of the Code.

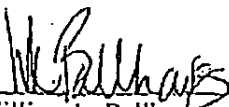
14. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia.

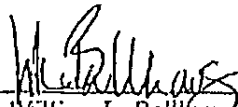
15. COUNTERPARTS. In order to facilitate the filing and recording of this Plan, it may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Plan is hereby executed on behalf of each of the Constituent Companies and attested by their respective officers hereunto duly authorized.

SRA INTERNATIONAL, Inc.,
a Delaware corporation

SYSTEMS RESEARCH AND
APPLICATIONS CORPORATION,
a Virginia corporation


By: William L. Ballhaus
Its: President and CEO


By: William L. Ballhaus
Its: President and CEO
SCC# 0164564-7

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Exhibit A

Amended and Restated Articles of Incorporation

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SRA INTERNATIONAL, INC.

Article I

NAME

The name of the Corporation is "SRA International, Inc."

Article II

PURPOSE

The purpose for which the Corporation is organized is to transact any lawful business not required to be specifically stated in the Articles of Incorporation.

Article III

AUTHORIZED STOCK

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, par value \$0.01 per share.

Article IV

COMMON STOCK

4.1 Dividends. Subject to the provisions of law, the holders of Common Stock at the time outstanding shall be entitled to receive such dividends at such times and in such amounts as the Board of Directors may deem advisable.

4.2 Liquidation. In the event of any liquidation, dissolution or winding up (whether voluntary or involuntary) of the Corporation, after the payment or provision for payment in full for all debts and other liabilities of the Corporation, the remaining net assets of the Corporation shall be distributed ratably among the holders of the shares at the time outstanding of Common Stock.

4.3 Voting Rights. The holders of Common Stock shall be entitled to one vote per share on all matters.

Article V

NUMBER OF DIRECTORS

The number of directors of the Corporation shall be fixed, and may be altered from time to time, in the manner provided in the Corporation's Amended and Restated By-Laws (as amended from time to time, the "By-Laws"), and vacancies in the Board of Directors and newly created directorships resulting from any increase in the authorized number of directors may be filled, and directors may be removed, as provided in the By-Laws.

Article VI

LIMIT ON LIABILITY AND INDEMNIFICATION

6.1 Definitions. For purposes of this Article the following definitions shall apply:

- (a) "Corporation" means this Corporation and no other predecessor entity or other legal entity;
- (b) "expenses" include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification;
- (c) "liability" means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan;
- (d) "legal entity" means a corporation, partnership, joint venture, trust, employee benefit plan or other enterprise; and
- (e) "proceeding" means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

6.2 Limit on Liability. To the full extent that the Virginia Stock Corporation Act, as it now exists or is hereafter amended, permits the limitation or elimination of the liability of directors or officers, a director or officer of the Corporation shall not be liable to the Corporation or its stockholders.

6.3 Indemnification of Directors and Officers. The Corporation shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Corporation) because such individual is or was a director or officer of the Corporation, or because such individual is or was serving the Corporation or any other legal entity in any capacity at the request of the Corporation, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual's willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Corporation shall be deemed service at the request of the Corporation. The determination that indemnification under

this Section 6.3 is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in Section 6.4 of this Article; provided, however, that if a majority of the directors of the Corporation has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Corporation shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Corporation is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this Section 6.3.

6.4 Indemnification of Others. The Corporation may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to Section 6.3 of this Article, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Corporation, and may contract in advance to do so. The determination that indemnification under this Section 6.4 is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section 6.3 of this Article shall be limited by the provisions of this Section 6.4.

6.5 Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the Corporation. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Corporation and indemnification under policies of insurance purchased and maintained by the Corporation or others. However, no person shall be entitled to indemnification by the Corporation to the extent such person is indemnified by another, including an insurer. The Corporation is authorized to purchase and maintain insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their service to the Corporation or any other legal entity at the request of the Corporation regardless of the Corporation's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Corporation from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to

any person or circumstances is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

6.6 Application; Amendments. The provisions of this Article shall be applicable from and after its adoption even though some or all of the underlying conduct or events relating to a proceeding may have occurred before its adoption. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

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Exhibit B

Amended and Restated Articles of Incorporation

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SRA INTERNATIONAL, INC.

Article I

NAME

The name of the Corporation is "SRA International, Inc."

Article II

PURPOSE

The purpose for which the Corporation is organized is to transact any lawful business not required to be specifically stated in the Articles of Incorporation.

Article III

AUTHORIZED STOCK

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, par value \$0.01 per share.

Article IV

COMMON STOCK

4.1 Dividends. Subject to the provisions of law, the holders of Common Stock at the time outstanding shall be entitled to receive such dividends at such times and in such amounts as the Board of Directors may deem advisable.

4.2 Liquidation. In the event of any liquidation, dissolution or winding up (whether voluntary or involuntary) of the Corporation, after the payment or provision for payment in full for all debts and other liabilities of the Corporation, the remaining net assets of the Corporation shall be distributed ratably among the holders of the shares at the time outstanding of Common Stock.

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Article V

NUMBER OF DIRECTORS

The number of directors of the Corporation shall be fixed, and may be altered from time to time, in the manner provided in the Corporation's Amended and Restated By-Laws (as amended from time to time, the "By-Laws"), and vacancies in the Board of Directors and newly created directorships resulting from any increase in the authorized number of directors may be filled, and directors may be removed, as provided in the By-Laws.

Article VI

LIMIT ON LIABILITY AND INDEMNIFICATION

6.1 Definitions. For purposes of this Article the following definitions shall apply:

(a) "Corporation" means this Corporation and no other predecessor entity or other legal entity;

(b) "expenses" include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification;

(c) "liability" means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan;

(d) "legal entity" means a corporation, partnership, joint venture, trust, employee benefit plan or other enterprise; and

(e) "proceeding" means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

6.2 Limit on Liability. To the full extent that the Virginia Stock Corporation Act, as it now exists or is hereafter amended, permits the limitation or elimination of the liability of directors or officers, a director or officer of the Corporation shall not be liable to the Corporation or its stockholders.

6.3 Indemnification of Directors and Officers. The Corporation shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Corporation) because such individual is or was a director or officer of the Corporation, or because such individual is or was serving the Corporation or any other legal entity in any capacity at the request of the Corporation, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual's willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Corporation shall be deemed service at the request of the Corporation. The determination that indemnification under

this Section 6.3 is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in Section 6.4 of this Article; provided, however, that if a majority of the directors of the Corporation has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Corporation shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Corporation is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this Section 6.3.

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6.5 Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the Corporation. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Corporation and indemnification under policies of insurance purchased and maintained by the Corporation or others. However, no person shall be entitled to indemnification by the Corporation to the extent such person is indemnified by another, including an insurer. The Corporation is authorized to purchase and maintain insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their service to the Corporation or any other legal entity at the request of the Corporation regardless of the Corporation's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Corporation from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to

any person or circumstances is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

6.6 Application; Amendments. The provisions of this Article shall be applicable from and after its adoption even though some or all of the underlying conduct or events relating to a proceeding may have occurred before its adoption. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

0164564 - 7

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, FEBRUARY 3, 2012

The State Corporation Commission finds the accompanying articles submitted on behalf of
SRA International, Inc.

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

CERTIFICATE OF MERGER AND RESTATEMENT

be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective February 3, 2012. Each of the following:

SRA International, Inc.

is merged into SRA International, Inc. (formerly SYSTEMS RESEARCH AND APPLICATIONS
CORPORATION), which continues to exist under the laws of VIRGINIA with the name SRA
International, Inc., and the separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By



Mark C. Christie
Commissioner

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of merger and restatement of SRA International, Inc. issued February 03, 2012.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
March 28, 2012*

Joel H. Peck

Joel H. Peck, Clerk of the Commission