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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE

12/31/2019

Merger

DEC 23 2019
I ALBRITTON

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 12/20/2019

Acc#I20160000072

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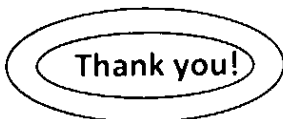
Name:	DAVID M SHAPIRO DISASTER PLANNING & RECOVERY CONSULTANTS, INC.
Document #:	
Order #:	12492190

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
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Amount: \$ 60.00



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ICF Incorporated, L.L.C.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Rosemarie Jones

Contact Person

ICF International, Inc.

Firm/Company

9300 Lee Highway

Address

Fairfax, VA 22031

City, State and Zip Code

legal@icf.com

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

For further information concerning this matter, please call:

Rose Jones

Name of Contact Person

at (703) 934-3000

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

EFFECTIVE DATE
12/31/2019

FILED
2019 DEC 20 PM 1:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
David M. Shapiro Disaster Planning	FL	Profit Corporation
and Recovery Consultants, Inc.		
ICF Incorporated, L.L.C.	DE	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ICF Incorporated, L.L.C.	DE	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2019

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

c/o The Corporation Trust Company

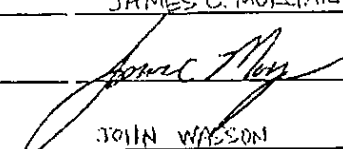
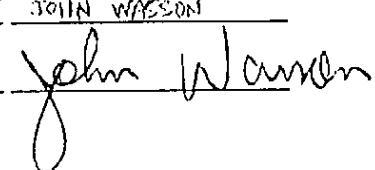
1209 Orange Street

Wilmington, DE 19801

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

- a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.
- b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
David M. Shapiro Disaster Planning and		JAMES C. MORGAN
Recovery Consultants, Inc.		
ICF Incorporated, L.L.C.		JOHN WASSON
		

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
David M. Shapiro Disaster Planning and Recovery Consultants, Inc.	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ICF Incorporated, L.L.C.	Delaware	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Surviving entity is limited liability company, with Sole Manager:

ICF Incorporated, L.L.C.

John Wasson - Sole Manager

9300 Lee Highway

Fairfax, VA 22031

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is dated as of December 31, 2019 (this "Agreement") by and between David M. Shapiro Disaster Planning and Recovery Consultants, Inc. ("DMS"), a Florida profit corporation and ICF Incorporated, L.L.C. ("ICF Incorporated"), a Delaware limited liability company.

RECITALS

A. DMS is a profit corporation duly organized and existing under the laws of the State of Florida. ICF Incorporated is a limited liability company duly organized and existing under the laws of the State of Delaware.

C. DMS and ICF Incorporated are both wholly-owned subsidiary of ICF Consulting Group, Inc. ("ICF Consulting"), a Delaware corporation.

D. The respective Sole Director of DMS and Sole Manager of ICF Incorporated have been duly advised of the terms and conditions of this Agreement, have determined that it is advisable and in the best interests of each company that DMS merge with and into ICF Incorporated with ICF Incorporated being the surviving company (the "Merger") and, by resolutions duly adopted, have authorized, approved and adopted this Agreement and the Merger. ICF Consulting, as the direct or indirect owner of each of the merging entities, has also authorized, approved and adopted this Agreement and the Merger by written consent without a meeting.

NOW, THEREFORE, DMS and ICF Incorporated hereby agree as follows:

ARTICLE I THE MERGER

Section 1.01 The Merger. The Merger will be upon the terms and subject to the conditions of this Agreement, and in accordance with the relevant provisions of Delaware General Corporation Law (the "DGCL") and Florida Business Corporation Act (the "FCBA"). DMS will merge with and into ICF Incorporated upon the Effective Time, as defined in this Agreement. ICF Incorporated will be the surviving company in the Merger (the "Surviving Company"). Upon the Effective Time, the separate existence of DMS will cease, and the Surviving Company will succeed, without other transfer, to all of the rights and property of DMS, and will be subject to all of the debts and liabilities of DMS, as provided for in Section 259 of the DGCL and Article 16 of the FCBA. On and after the Effective Time, the Surviving Company will carry on its business with the assets and liabilities of DMS, as well as with the assets and liabilities of the Surviving Company.

Section 1.02 Effective Time. As soon as practicable following the satisfaction or waiver of the conditions set forth in Article II, the Merger will be consummated by filing a certificate of merger (the "DE Certificate of Merger") with the Secretary of State of the State of Delaware in accordance with the DGCL and articles of merger (the "FL Certificate of Merger", together with the DE Certificate of Merger, the "Certificates of

Merger") with the Secretary of State of the State of Florida, in accordance with the FBCA. The Merger will become effective when the Certificates of Merger are filed. The time when the Merger becomes effective is called the "Effective Time".

Section 1.03 Certificate of Incorporation and By-Laws. The Certificate of Formation and the Operating Agreement of ICF Incorporated in effect at the Effective Time will be the Certificate of Formation and the Operating Agreement of the Surviving Company and will remain in effect until changed or amended as provided therein or by applicable law. The name of the Surviving Company will be ICF Incorporated, L.L.C.

Section 1.04 Managers and Officers. The managers of ICF Incorporated at the Effective Time, shall, from and after the Effective Time, be the managers of the Surviving Company until the earlier of their resignation or removal or until their respective successors are duly elected and qualified. The officers of ICF Incorporated at the Effective Time, shall, from and after the Effective Time, be the officers of the Surviving Company until the earlier of their resignation or removal.

Section 1.05 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, all shares of DMS common stock, no par value, will no longer be issued and outstanding and will automatically be canceled and retired and will cease to exist, and each holder of a certificate representing any such shares of DMS common stock will cease to have any rights with respect thereto, and all such certificates previously representing shares of DMS common stock will be cancelled and be null and void and of no further effect.

ARTICLE II CONDITIONS TO CONSUMMATION OF THE MERGERS

Section 2.01 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger are subject to the satisfaction or waiver, prior to the Effective Time, of the following conditions:

(a) All holders of DMS common stock entitled to vote, voting together as a single class, have voted to adopt this Agreement;

(b) To the knowledge of the parties hereto, no statute, rule, regulation, executive order, decree, injunction or other order has been enacted, entered, promulgated or enforced by any court or governmental authority that is in effect and has the effect of prohibiting the consummation of the Merger;

(c) All approvals and consents necessary or desirable, if any, in connection with consummation of the Merger have been obtained;

(d) DMS and ICF Incorporated agree to all portions of the Merger.

ARTICLE III
MISCELLANEOUS

Section 3.01 Amendment; Waiver. At any time before the Effective Time, DMS and ICF Incorporated may, to the extent permitted by the DGCL and FBCA, by written agreement amend, modify or supplement any provision of this Agreement.

Section 3.02 Entire Agreement; Assignment. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other parties.

Section 3.03 Governing Law and Forum. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto. The parties hereto hereby consent to the exclusive jurisdiction of the federal or state court, serving Fairfax County, Virginia as to resolve any disputes arising in connection with this Agreement.

Section 3.04 Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 3.05 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 3.06 Abandonment. At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the board of directors of DMS or the managers of ICF Incorporated.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its respective officers thereunto duly authorized, all as of the day and year first above written.

ICF INCORPORATED, L.L.C.
a Delaware limited liability company.

By: John Wasson
Name: John Wasson
Title: President

David M. Shapiro Disaster Planning and recovery
Consultants, Inc.
a Florida profit corporation

By: James C. Morgan
Name: James C. Morgan
Title: Chief Financial Officer