

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

FORM 8-K

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

Date of Report (date of earliest event reported): March 2, 2017

**ICF INTERNATIONAL**

(Exact name of Registrant as specified in its charter)

<b>Delaware</b> (State or other jurisdiction of incorporation)	<b>001-33045</b> (Commission File Number)	<b>22-3661438</b> (I.R.S. Employer Identification Number)
<b>9300 Lee Highway, Fairfax, Virginia</b> (Address of principal executive offices)		<b>22031</b> (Zip Code)

Registrant's telephone number, including area code: **(703) 934-3000**

**Not Applicable**

(Former name or former address, if changed since last report.)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

**(e)(1) Amendment of Award Agreements**

On March 2, 2017, the Compensation Committee (the “*Committee*”) of the Board of Directors (the “*Board*”) of ICF International, Inc. (the “*Company*”), upon the recommendation of management, approved amended forms of the Company’s Restricted Stock Unit Award Agreement and Performance Share Award Agreement, to reflect a revised three-year vesting period and to provide for the Committee’s review of future performance criteria.

In the revised agreements, the restricted stock units (“*RSUs*”) will vest over a period of three (3) years, with 25% vesting on each of the first and second anniversary of the Grant Date, and with 50% vesting on the third anniversary of the Grant Date, beginning with the one-year anniversary of the Grant Date (each anniversary, a “*Vesting Date*”).

In the performance share award agreements (“*PSAs*”), the Committee uses performance goals under the Company’s 2010 Omnibus Incentive Plan, as amended (the “*Plan*”) based on the Company’s compounded annual growth rate (“*CAGR*”) in earnings per share (“*EPS*”) and the Company’s cumulative total shareholder return relative to its peer group (“*rTSR*”). The number of Performance Shares that the participant will receive in connection with any award (an “*Award*”) under the Plan will be based on the Company’s performance during two (2) periods. The initial performance period (the “*Initial Performance Period*”) will begin on January 1, 2017 and end on December 31, 2018 (two years), and at the end of such period the Award will be adjusted based on EPS. The secondary performance period (the “*Secondary Performance Period*,” and collectively with the Initial Performance Period, the “*Performance Period*”) will begin on January 1, 2017 and will end on December 31, 2019 (three years), with the Award further adjusted and paid out at the end of such period based on rTSR. rTSR will be measured by (A) the sum of (i) the Company’s average stock price (for the forty-five (45) day trading period ending December 31, 2019), and (ii) the cumulative amount of dividends declared during the Performance Period, assuming dividend reinvestment on the ex-dividend date, divided by (B) the Company’s average stock price at the beginning of the Performance Period (for the forty-five (45) day trading period ending December 31, 2016). The Performance Shares will only be eligible to vest following the expiration of the Secondary Performance Period.

PSAs will be settled following the end of the Secondary Performance Period by the issuance of shares of the Company’s common stock, subject to both continued employment by the Company (except in partial Performance Period situations involving death, disability, retirement, termination without cause or for good reason, Change of Control or, specific to the CEO and COO, voluntary termination, and as specifically described in the forms of PSAs attached as Exhibits 10.2, 10.3 and 10.4 to this Current Report on Form 8-K) and the achievement of the performance goals established by the Committee. The payout percentage shall be determined using straight line interpolation between rTSR performance levels.

The forms of agreement for RSUs, and PSAs are attached as Exhibits 10.1, 10.2 10.3 and 10.4 to this Current Report on Form 8-K and incorporated herein by reference, and the description herein is qualified in its entirety by reference thereto.

In accordance with the Plan, the Committee, in its sole discretion, will determine the degree to which any applicable performance goal has been achieved. Performance shares do not have any voting rights. No dividends will be paid on outstanding performance shares during the applicable Performance Period; instead dividend equivalents will be paid based on the number of performance shares that are ultimately earned.

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The description contained herein is a summary of the material terms of the form of Award does not purport to be complete, and is qualified in its entirety by reference to the form of agreements of the RSU and PSA Agreements attached hereto as Exhibits 10.1- 10.4.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

10.1 2017 RSU Agreement (Revised-US Template)

10.2 2017 Performance Share Agreement (Revised Template)

10.3 2017 Performance Share Agreement (Revised CEO Template)

10.4 2017 Performance Share Agreement (Revised COO Template)

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**SIGNATURE**

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

**ICF INTERNATIONAL, INC.**

Date: March 8, 2017

By: /s/ James C. Morgan  
Name: James C. Morgan  
Title: *Executive Vice President and Chief Financial Officer*



*This document constitutes part of the prospectus covering securities that have been registered under the Securities Act of 1933.*

ICF International, Inc.  
 2010 Omnibus Incentive Plan, as amended  
 Restricted Stock Unit Award Agreement

THIS AGREEMENT, effective as of the Date of Grant set forth below, represents a grant of Restricted Stock Units (“RSUs”) by ICF International, Inc., a Delaware corporation (the “Company”), to the Participant named below, pursuant to the provisions of the ICF International, Inc. 2010 Omnibus Incentive Plan, as amended (the “Plan”).

You have been selected to receive a grant of RSUs pursuant to the Plan, as specified below.

The Plan provides a description of the terms and conditions governing the RSUs. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the Plan’s terms shall completely supersede and replace the conflicting terms of this Agreement. All capitalized terms used herein shall have the meanings ascribed to them in the Plan, unless specifically set forth otherwise herein.

The parties hereto agree as follows:

Participant: FIRST\_NAME, LAST\_NAME

Date of Grant: Month DD, YYYY

Number of RSUs Granted: TOTAL\_SHARES\_GRANTED,'999,999,999'

Vesting Terms: 3-Years

Purchase Price: None

1. **Employment With the Company.** Except as may otherwise be provided in Sections 6 and 7, the RSUs granted hereunder are granted on the condition that the Participant remains an Employee of the Company or its Subsidiaries from the Date of Grant through (and including) the applicable Vesting Date, as set forth in Section 2 (any period, prior to the Vesting Date, during which RSUs are unvested shall be referred to herein as the “Period of Restriction”).

This grant of RSUs shall not confer any right to the Participant (or any other Participant) to be granted in the future RSUs or other Awards under the Plan.

2. **Vesting.**

- (a) RSUs shall be initially unvested (the unvested RSUs are referred to in this Agreement as the “Unvested RSUs”) and except as hereinafter provided, the RSUs shall vest, provided the Participant has continued in the employment of the Company or its Subsidiaries through such anniversary or anniversaries of the Date of Grant.
- (b) The number of RSUs vesting as of a particular Vesting Date shall be rounded down to the nearest whole RSU; provided, however, that all remaining Unvested RSUs shall vest completely on the final Vesting Date.

Vesting Date	Percentage of RSUs Vesting	Cumulative Percentage of RSUs Vesting
First anniversary of Date of Grant	25%	25%
Second anniversary of Date of Grant	25%	50% = 1 <sup>st</sup> + 2 <sup>nd</sup> year
Third anniversary of Date of Grant	50%	100% = 1 <sup>st</sup> + 2 <sup>nd</sup> +3 <sup>rd</sup> year

3. **Timing of Payout.** Payout of all vested RSUs shall occur as soon as administratively feasible following the Vesting Date set forth in Section 2(b), but in no event later than thirty (30) days after such Vesting Date provided that, if such thirty-day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made.

4. **Form of Payout.** Vested RSUs will be paid out solely in the form of Shares.

5. **Voting Rights and Dividends.** Until such time as the RSUs are paid out in Shares, the Participant shall not have voting rights with respect to such Shares. Further, no dividends shall be paid on any RSUs.

6. **Termination of Employment.**

- (a) **By Death or Disability.** In the event the employment of the Participant with the Company is terminated by reason of death or disability, all Unvested RSUs held by the Participant at the date of termination and still subject to the Period of Restriction as of the date of Participant's death or disability shall immediately become fully vested as of the date of termination.

Disability means the inability of a Participant to engage in any substantially gainful activity by reason of any medically determinable physical or mental impairment that is expected to result in death or has lasted or can be expected to last for a continuous period of twelve (12) months or more. A determination that a Participant is disabled shall be made by the Committee on the basis of such medical evidence as the Committee deems warranted under the circumstances.

- (b) **For Other Reasons.** If the employment of the Participant shall terminate for any reason other than the reasons set forth in Section 6(a), all RSUs held by the Participant at the date of termination and still subject to the Period of Restriction shall be forfeited.

7. **Change of Control of the Company.**

- (a) Notwithstanding anything to the contrary in this Agreement, in the event of a Change of Control during the Period of Restriction and upon a Termination of Employment, in connection with or during the period of two (2) years after such Change of Control, either by the Company without Cause, or by the Participant who terminates employment as a result of: (i) a material reduction in the Participant's authority, duties or responsibilities; (ii) the Participant's relocation by the Company of more than fifty (50) miles from the Participant's then current work location; (iii) a reduction in the rate of Participant's then annual base salary or target incentive compensation; or (iv) failure of the surviving company to assume the Participant's employment agreement or other applicable agreement relating to Participant's employment, the Period of Restriction imposed on the RSUs shall immediately lapse, with all such RSUs vesting subject to applicable federal and state securities laws.

- (b) Notwithstanding anything to the contrary in this Agreement, payout of all vested RSUs shall occur as soon as administratively feasible following a Termination of Employment described in Section 7(a), but in no event later than thirty (30) days after the date of such Termination of Employment, provided that if such thirty (30)-day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made.

8. **Restrictions on Transfer.** RSUs granted pursuant to this Agreement may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated (a "Transfer"), other than by will or by the laws of descent and distribution, except as provided in the Plan. If any Transfer, whether voluntary or involuntary, of RSUs is made, or if any attachment, execution, garnishment, or lien shall be issued against or placed upon the RSUs, the Participant's right to such RSUs shall be immediately forfeited by the Participant to the Company, and this Agreement shall lapse.

9. **Recapitalization.** In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any reorganization, merger, consolidation, spin-off, combination, repurchase, or exchange of Shares or other securities, stock dividend, liquidation, dissolution, or otherwise, the number and class of RSUs subject to this Agreement shall be equitably adjusted by the Committee in the manner set forth in Section 4.4 of the Plan to prevent dilution or enlargement of rights.

10. **Beneficiary Designation.** The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Director of Human Resources of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

11. **Continuation of Employment.** This Agreement shall not confer upon the Participant any right to continue employment with the Company or its Subsidiaries, nor shall this Agreement interfere in any way with the Company's or its Subsidiaries' right to terminate the Participant's employment at any time. The Participant's employment shall continue to be on an "at-will" basis.

12. **Miscellaneous.**

- (a) This Agreement and the rights of the Participant hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. The Committee shall have the right to impose such restrictions on any shares acquired pursuant to this Agreement, as it may deem advisable, including, without limitation, restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such shares are then listed and/or traded, and under any blue sky or state securities laws applicable to such shares. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant.
- (b) The Committee may terminate, amend, or modify the Plan; provided, however, that no such termination, amendment, or modification of the Plan may in any material way adversely impair the Participant's rights under this Agreement, without the written consent of the Participant.
- (c) The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes (including the Participant's FICA obligation), domestic or foreign, required by law to be withheld with respect to any exercise of the Participant's rights under this Agreement.

To satisfy the withholding requirement, the Company shall withhold Shares having an aggregate Fair Market Value on the date the tax is to be determined, equal to the amount required to be withheld.

- (d) The Participant agrees to take all steps necessary to comply with all applicable provisions of federal and state securities laws in exercising his or her rights under this Agreement.
- (e) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (f) All obligations of the Company under the Plan and this Agreement, with respect to the RSUs, 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.
- (g) To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.
- (h) To the extent not preempted by federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Date of Grant.

ICF INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

PARTICIPANT:

\_\_\_\_\_  
FIRST\_NAME LAST\_NAME



*This document constitutes part of the prospectus covering securities that have been registered under the Securities Act of 1933.*

ICF International, Inc.  
 2010 Omnibus Incentive Plan, As Amended  
 Performance Share Award Agreement

THIS AGREEMENT, effective as of the Grant Date set forth below, represents a grant of performance shares ("Performance Shares") by ICF International, Inc., a Delaware corporation (the "Company"), to the Participant named below, pursuant to the provisions of the ICF International, Inc. 2010 Omnibus Incentive Plan, as amended June 5, 2015 (the "Plan").

You have been selected to receive a grant of Performance Shares pursuant to the Plan, as specified below.

The Plan provides a description of the terms and conditions governing the Performance Shares. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the Plan's terms shall completely supersede and replace the conflicting terms of this Agreement. All capitalized terms used herein shall have the meanings ascribed to them in the Plan, unless specifically set forth otherwise herein.

The parties hereto agree as follows:

**Participant:**

**Grant Date:**

**Target Number of Performance Shares Granted:**

**Performance Period:** January 1, 2017 through December 31, 2019

**Performance Measures:** Compounded Annual Growth Rate ("CAGR") in Earnings per Share:  
 January 1, 2017 to December 31, 2018

Relative Total Shareholder Return ("rTSR"):  
 January 1, 2017 to December 31, 2019

**Purchase Price:** None

1. Definitions:

- (a) "Average Stock Price" means the average of the closing prices of a Share, as reported on NASDAQ (or such other stock exchange as is applicable), for the forty-five (45) trading day period immediately preceding the date for which the Average Stock Price is being determined hereunder.

- (b) “EPS” or “Earnings per Share” means reported net income determined in accordance with United States generally accepted accounting principles (“GAAP”) divided by the weighted average number of Shares outstanding, adjusted to exclude the following items:
1. Changes in newly issued or existing accounting principles.
  2. Gains and losses from dispositions of legal entities, subsidiaries and significant business lines/locations.
  3. Costs associated with mergers and acquisitions in the current year.
  4. Costs associated with unplanned reduction in force (“RIF”).
  5. Goodwill impairment.
  6. Acts of God and related insurance recoveries.
  7. Effects of any “extraordinary items” (for fiscal years of the Company commencing prior to the effective date of Subtopic 225-20 of the Financial Accounting Standards Board) as determined under GAAP, or other unusual or infrequently occurring gain or loss or other extraordinary item.
  8. The settlement of tax audits resulting in a significant financial impact (more or less than amounts previously recorded) from assets or businesses acquired within the past three years.
  9. Financial impact due to significant capital allocation, restructuring, or investment actions approved by the Board of Directors (e.g., dividend programs, issuance of a bond, issuance of a new class of stock, branding investments, etc.).
  10. Settlements and costs associated with actual or threatened legal actions related to events occurring more than three (3) years before the start of the Performance Period.
  11. Effects of any statutory adjustments to corporate tax rates and the tax benefits/losses from assets acquired.
  12. Abnormal government actions adversely affecting the Company (e.g., government shutdowns).
  13. Government fines and penalties.
  14. Solely with respect to Participants who are not Covered Employees, such discretionary adjustments by the Company’s Chief Financial Officer that are deemed appropriate by the Committee.
- (c) “rTSR” means the Company’s cumulative total shareholder return over the Performance Period relative to its Peer Group (defined below) as measured by (A) the sum of (i) the Company’s Average Stock Price (for the forty-five (45) day trading period ending December 31, 2019), and (ii) the cumulative amount of dividends declared during the Performance Period, assuming dividend reinvestment on the ex-dividend date, *divided by* (B) the Company’s Average Stock Price at the beginning of the Performance Period (for the forty-five (45) day trading period ending December 31, 2016); provided, however, that for purposes of calculating rTSR percentile rank, the Company shall be excluded from the Peer Group.

**2. Employment with the Company.** Except as otherwise set forth in Section 4 of this Agreement, the Performance Shares granted hereunder are granted on the condition that the Participant remains an Employee of the Company or its Subsidiaries from the Grant Date through (and including) the end of the Performance Period. This Award of Performance Shares shall not confer any right to the Participant (or any other Participant) to be granted future Performance Shares or other Awards under the Plan.

**3. Committee Determination.** This Award of Performance Shares represents an agreement by the Company to deliver Shares of the Company to the Participant in the future, pursuant to the terms hereof. The Award of Performance Shares will become payable pursuant to the terms of this Agreement and the Plan based on the achievement of performance goals over the Performance Period. Attainment of the performance goals shall be determined and certified by the Committee in writing within sixty (60) days following the end of the Performance Period.

**4. Performance Award.** Subject to the terms of this Agreement and the Plan, the Company hereby grants the Participant an Award of Performance Shares in accordance with the following performance measures and performance goals:

**(a) Two Performance Periods.** The number of Performance Shares the Participant will receive in connection with this Award will be based on the Company's performance during two (2) periods. The initial performance period for the Participant's Performance Shares (the "Initial Performance Period") will begin on January 1, 2017 and end on December 31, 2018 (two years). The secondary performance period for the Participant's Performance Shares (the "Secondary Performance Period") will begin on January 1, 2019 and end on December 31, 2021 (three years). The Initial Performance Period and the Secondary Performance Period are collectively referred to as the "Performance Period."

**(1) EPS Performance Measure for Initial Performance Period.** The Award shall be further adjusted after the end of the Initial Performance Period based on the Company's compounded annual growth EPS during the Initial Performance Period, as set forth in the table attached as Exhibit A hereto.

**(2) rTSR Performance Measure for Secondary Performance Period.** The Award will be further adjusted in accordance with Exhibit B hereto after the end of the Secondary Performance Period based on the Company's rTSR relative to its Peer Group (the list of which is attached as Exhibit C hereto).

After the end of the Secondary Performance Period, the Committee will certify a percentage adjustment in accordance with Exhibit B, and the Participant will receive a final number of Performance Shares.

The levels of achievement of performance range are from the threshold level of achievement to the maximum level of achievement, as indicated on Exhibits A and B. For avoidance of doubt, there will not be an Award payout if the EPS threshold level of performance is not attained for the Initial Performance Period. If the threshold level of achievement is attained for the Performance Period, the Award will payout in accordance with the percentages set forth in Exhibits A and B.

**(b) Partial Performance Period; Separation from Service.**

**(1) Death or Disability.** If the Participant ceases to be a Participant in the Plan before the end of the Performance Period due to the Participant's Termination of Employment as a result of death or Disability, then the Participant or the Participant's beneficiaries shall receive, within thirty (30) days after the date of such death or Disability, fully vested Performance Shares that the Participant would have been issued pursuant to the Award based on the formula set forth in Section 4(b) (4)(i) and (ii) below, with the death or Disability being the qualifying event and the date of death or Disability shall be substituted for the date of the Change of Control, and with rTSR calculated as of the last day of the month in which such Termination of Employment occurs.

- (2) **Retirement:** If Termination of Employment of the Participant with the Company is by reason of Retirement, the portion of the Performance Shares that shall vest shall be a prorated number of Performance Shares. Such prorated Award shall be equal to the value of the Award at the end of the Performance Period based on the actual performance during the Performance Period multiplied by a fraction, the numerator of which is the number of months (including partial months) that the Participant was actively employed during the Performance Period and the denominator of which is the thirty-six (36) total number of months in the Performance Period.

Notwithstanding the foregoing, in the case of Retirement, (i) if the Retirement is not the result of the Company's Termination of Employment for Cause, and (ii) no severance compensation is payable by the Company to the Participant as a result of such Retirement, then pursuant to Section 17.4 of the Plan, the Committee or its delegatee may approve the vesting of the Performance Shares for an additional twelve (12) months such that the Performance Shares that would have vested within the twelve (12) month period following Retirement would vest in full based on actual performance during the Performance Period.

- (3) **Termination without Cause; Termination for Good Reason.** If the Participant's Termination of Employment is by reason of (i) termination by the Company without Cause or (ii) termination by the Participant for Good Reason, the portion of the Performance Shares that shall vest shall be a prorated number of Performance Shares. Such prorated Award shall be equal to the value of the Award at the end of the Performance Period based on the actual performance during the Performance Period multiplied by a fraction, the numerator of which is the number of months (including partial months) that the Participant was actively employed during the Performance Period and the denominator of which is the thirty-six (36) total number of months in the Performance Period. As used in this Section 4(b)(3), "Good Reason" has the meaning ascribed to it for Termination of Employment unrelated to a Change of Control in an employment or severance agreement or letter between the Participant and the Company and, in the absence of thereof, "Good Reason" means a Termination of Employment resulting from (a) a material reduction in the Participant's authority, duties or responsibilities; (b) the Participant's relocation by the Company of more than fifty (50) miles from the Participant's then current work location; or (c) a reduction in the rate of the Participant's then annual base salary or target incentive compensation.
- (4) **Change of Control.** In the event of a Change of Control at any time during the Performance Period and upon a Participant's Termination of Employment in connection with or during the period of two (2) years after such Change of Control, either by the Company without Cause, or by the Participant who terminates employment as a result of (i) a material reduction in the Participant's authority, duties or responsibilities; (ii) the Participant's relocation by the Company of more than fifty (50) miles from the Participant's then current work location; (iii) a reduction in the rate of Participant's then annual base salary or target incentive compensation; or (iv) failure of the surviving company to assume the Participant's employment agreement or other applicable agreement relating to Participant's employment, the Performance Period shall be terminated and the Participant shall be entitled to receive, within thirty (30) days following the date of such Termination of Employment, fully vested Performance Shares, calculated based on (A) attainment of the target performance level for EPS, and (B) actual rTSR performance calculated up until the date of such Termination of Employment, provided that if such thirty (30)-day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made .

- (5) **Termination for Any other Reason; Forfeiture of Award.** If the Participant terminates employment other than for Good Reason, and this Award has not previously vested pursuant to Section 4(b)(4), this Award shall be forfeited in its entirety immediately upon such termination, and the Participant shall have no further rights with respect to this Award. The Committee (or its delegatee, to the extent permitted under the Plan) shall have sole discretion to determine if a Participant's rights have terminated pursuant to the Plan and this Agreement, including but not limited to the authority to determine the basis for the Participant's Termination of Employment. The Participant expressly acknowledges and agrees that, except as otherwise provided in this Agreement, the termination of the Participant's employment shall result in forfeiture of the Award and any underlying payout to the extent the Award has not vested as of the Participant's Termination of Employment date.

5. **Vesting of Award.** Subject to the terms of the Plan and the Agreement, the Award, to the extent earned in accordance with Section 4(a) hereof, will be fully vested following the expiration of the Secondary Performance Period. The Committee has sole authority to determine whether and to what degree the Award has vested and is payable and to interpret the terms and conditions of this Agreement and the Plan.

6. **Timing of Payout.** Payout of all vested Performance Shares shall occur as soon as administratively feasible following the end of the Secondary Performance Period, but in no event later than seventy-five (75) days after such vesting date, provided that, if such seventy-five (75) day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made.

7. **Participant Not a Shareholder.** This Award does not represent actual Shares of the Company and the Participant is not, and will not become, by virtue of this Award, a shareholder of the Company until such time as the Company delivers Shares to the Participant pursuant to Section 6 hereof. The Participant may not sell, transfer, pledge, assign, or otherwise alienate or hypothecate his or her rights under this Award and any attempt to do so shall result in immediate forfeiture of this Award.

8. **Recapitalization.** In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any reorganization, merger, consolidation, spin-off, combination, repurchase, or exchange of Shares or other securities, stock dividend, liquidation, dissolution, or otherwise, the number and class of Performance Shares subject to this Agreement shall be equitably adjusted by the Committee in the manner set forth in Section 4.4 of the Plan to prevent dilution or enlargement of rights.

9. **Beneficiary Designation.** The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Director of Human Resources of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

**10. Continuation of Employment.** This Agreement shall not confer upon the Participant any right to continue employment with the Company or its Subsidiaries, nor shall this Agreement interfere in any way with the Company's or its Subsidiaries' right to terminate the Participant's employment at any time. The Participant's employment shall continue to be on an "at-will" basis.

**11. Award Adjustments .** Subject to Section 12(b) and to the extent consistent with the requirements of Section 162(m) of the Code, the Committee shall have authority to make adjustments to the terms and conditions of the Award in, recognition of unusual or nonrecurring events affecting the Company or its Subsidiaries, or the financial statements of the Company, or of changes in applicable laws, regulations or accounting principles, if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations; provided, however, that if the Participant is a Covered Employee, such adjustments may only be made if the effect thereof is to reduce the value and payout of the Award.

**12. Miscellaneous.**

- (a) This Agreement and the rights of the Participant hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. The Committee shall have the right to impose such restrictions on any Shares acquired pursuant to this Agreement, as it may deem advisable, including, without limitation, restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and under any blue sky or state securities laws applicable to such Shares. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant.
- (b) The Committee may terminate, amend, or modify the Plan; provided, however, that no such termination, amendment, or modification of the Plan may in any material way adversely impair the Participant's rights under this Agreement, without the written consent of the Participant.
- (c) The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes (including the Participant's FICA obligation), domestic or foreign, required by law to be withheld with respect to any delivery of Shares under this Agreement.
- (d) The Participant may elect, subject to any procedural rules adopted by the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having an aggregate Fair Market Value on the date the tax is to be determined, equal to the minimum amount required by law to be withheld.
- (e) This Award Agreement is intended to be exempt from the requirements of Section 409A of the Code, and shall be interpreted and construed consistently with such intent; provided, however, that in no event shall the Company or any of its directors, officers, employees or advisors be responsible for any such additional tax, interest, or related tax penalties that may be imposed under Section 409A of the Code.



**CAGR EPS Result**  
**for January 1, 2017 through December 31, 2018 Initial Performance Period**

**100% Weighting**

<b>Performance Level</b>	<b>EPS</b>	<b>Implied Annual Growth Rate</b>	<b>% of Payout</b>
Maximum	\$2.91	9.0%	150%
Target	\$2.70	5.0%	100%
Threshold	\$2.57	2.5%	50%
< Threshold	\$2.56 or less	Less than 2.5%	0

\* The payout percentage shall be determined using straight line interpolation between EPS performance levels.

**rTSR (Modifier of CAGR EPS Result)  
for January 1, 2017 through December 31, 2019 Secondary Performance Period**

Performance Level	rTSR Percentile Ranking	% of Payout
Maximum	>= 75 <sup>th</sup> Percentile	125%
Target	= <b>Median</b>	100%
Threshold	<= 25 <sup>th</sup> Percentile	75%

\* The payout percentage shall be determined using straight line interpolation between rTSR performance levels.

<b>Performance Shares Payout Grid</b>							
<b>Payout as % of Target</b>							
<b>EPS Performance</b>							
		< Threshold	Threshold	Target		Maximum	
rTSR Performance as Modifier	Threshold	0.00%	37.50%	56.25%	75.00%	93.75%	112.50%
		0.00%	43.75%	65.63%	87.50%	109.38%	131.25%
	Target	0.00%	50.00%	75.00%	100.00%	125.00%	150.00%
		0.00%	56.25%	84.38%	112.50%	140.63%	168.75%
	Maximum	0.00%	62.50%	93.75%	125.00%	156.25%	187.50%

**Peer Group**

The “Peer Group” for the Awards is defined as set forth below. For subsequent Performance Periods, the Committee will re-evaluate the makeup of the Peer Group:

1. Booz Allen Hamilton Holding Corp.
2. Science Applications International Corp.
3. CACI International, Inc.
4. Unisys Corp.
5. Convergys Corp.
6. ManTech International, Inc.
7. Tetra Tech, Inc.
8. Gartner, Inc.
9. MAXIMUS, Inc.
10. FTI Consulting, Inc.
11. CDI Corp.
12. Huron Consulting Group, Inc.
13. The Corporate Executive Board Co.
14. Navigant Consulting, Inc.
15. CBIZ, Inc.
16. Resources Connection, Inc.
17. The Advisory Board Co.
18. GP Strategies Corp.
19. VSE Corp.
20. NCI, Inc.
21. CRA International, Inc.
22. Exponent, Inc.

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<sup>1</sup> **Guidelines for Adjustment to the Peer Group:**

- The company must still exist at the end of the Performance Period;
- If a company goes bankrupt during the Performance Period, it will be counted as the lowest in the group; and
- If a company is acquired during the Performance Period, it will be excluded from the applicable calculation(s).



*This document constitutes part of the prospectus covering securities that have been registered under the Securities Act of 1933.*

ICF International, Inc.  
 2010 Omnibus Incentive Plan, As Amended  
 Performance Share Award Agreement

THIS AGREEMENT, effective as of the Grant Date set forth below, represents a grant of performance shares ("Performance Shares") by ICF International, Inc., a Delaware corporation (the "Company"), to the Participant named below, pursuant to the provisions of the ICF International, Inc. 2010 Omnibus Incentive Plan, as amended June 5, 2015 (the "Plan").

You have been selected to receive a grant of Performance Shares pursuant to the Plan, as specified below.

The Plan provides a description of the terms and conditions governing the Performance Shares. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the Plan's terms shall completely supersede and replace the conflicting terms of this Agreement. All capitalized terms used herein shall have the meanings ascribed to them in the Plan, unless specifically set forth otherwise herein.

The parties hereto agree as follows:

**Participant:** Sudhakar Kesavan

**Grant Date:** March 20, 2017

**Target Number of Performance Shares Granted:**

**Performance Period:** January 1, 2017 through December 31, 2019

**Performance Measures:** Compounded Annual Growth Rate ("CAGR") in Earnings per Share:  
 January 1, 2017 to December 31, 2018

Relative Total Shareholder Return ("rTSR"):  
 January 1, 2017 to December 31, 2019

**Purchase Price:** None

1. Definitions:

- (a) "Average Stock Price" means the average of the closing prices of a Share, as reported on NASDAQ (or such other stock exchange as is applicable), for the forty-five (45) trading day period immediately preceding the date for which the Average Stock Price is being determined hereunder.

- (b) “EPS” or “Earnings per Share” means reported net income determined in accordance with United States generally accepted accounting principles (“GAAP”) divided by the weighted average number of Shares outstanding, adjusted to exclude the following items:
1. Changes in newly issued or existing accounting principles.
  2. Gains and losses from dispositions of legal entities, subsidiaries and significant business lines/locations.
  3. Costs associated with mergers and acquisitions in the current year.
  4. Costs associated with unplanned reduction in force (“RIF”).
  5. Goodwill impairment.
  6. Acts of God and related insurance recoveries.
  7. Effects of any “extraordinary items” (for fiscal years of the Company commencing prior to the effective date of Subtopic 225-20 of the Financial Accounting Standards Board) as determined under GAAP, or other unusual or infrequently occurring gain or loss or other extraordinary item.
  8. The settlement of tax audits resulting in a significant financial impact (more or less than amounts previously recorded) from assets or businesses acquired within the past three years.
  9. Financial impact due to significant capital allocation, restructuring, or investment actions approved by the Board of Directors (e.g., dividend programs, issuance of a bond, issuance of a new class of stock, branding investments, etc.).
  10. Settlements and costs associated with actual or threatened legal actions related to events occurring more than three (3) years before the start of the Performance Period.
  11. Effects of any statutory adjustments to corporate tax rates and the tax benefits/losses from assets acquired.
  12. Abnormal government actions adversely affecting the Company (e.g., government shutdowns).
  13. Government fines and penalties.
- (c) “rTSR” means the Company’s cumulative total shareholder return over the Performance Period relative to its Peer Group (defined below) as measured by (A) the sum of (i) the Company’s Average Stock Price (for the forty-five (45) day trading period ending December 31, 2019), and (ii) the cumulative amount of dividends declared during the Performance Period, assuming dividend reinvestment on the ex-dividend date, *divided by* (B) the Company’s Average Stock Price at the beginning of the Performance Period (for the forty-five (45) day trading period ending December 31, 2016); provided, however, that for purposes of calculating rTSR percentile rank, the Company shall be excluded from the Peer Group.

**2. Employment with the Company.** Except as otherwise set forth in Section 4 of this Agreement, the Performance Shares granted hereunder are granted on the condition that the Participant remains an Employee of the Company or its Subsidiaries from the Grant Date through (and including) the end of the Performance Period. This Award of Performance Shares shall not confer any right to the Participant (or any other Participant) to be granted future Performance Shares or other Awards under the Plan.

**3. Committee Determination.** This Award of Performance Shares represents an agreement by the Company to deliver Shares of the Company to the Participant in the future, pursuant to the terms hereof. The Award of Performance Shares will become payable pursuant to the terms of this Agreement and the Plan based on the achievement of performance goals over the Performance Period. Attainment of the performance goals shall be determined and certified by the Committee in writing within sixty (60) days following the end of the Performance Period.

**4. Performance Award.** Subject to the terms of this Agreement and the Plan, the Company hereby grants the Participant an Award of Performance Shares in accordance with the following performance measures and performance goals:

**(a) Two Performance Periods.** The number of Performance Shares the Participant will receive in connection with this Award will be based on the Company's performance during two (2) periods. The initial performance period for the Participant's Performance Shares (the "Initial Performance Period") will begin on January 1, 2017 and end on December 31, 2018 (two years). The secondary performance period for the Participant's Performance Shares (the "Secondary Performance Period") will begin on January 1, 2019 and end on December 31, 2021 (three years). The Initial Performance Period and the Secondary Performance Period are collectively referred to as the "Performance Period."

**(1) EPS Performance Measure for Initial Performance Period.** The Award shall be further adjusted after the end of the Initial Performance Period based on the Company's compounded annual growth EPS during the Initial Performance Period, as set forth in the table attached as Exhibit A hereto.

**(2) rTSR Performance Measure for Secondary Performance Period.** The Award will be further adjusted in accordance with Exhibit B hereto after the end of the Secondary Performance Period based on the Company's rTSR relative to its Peer Group (the list of which is attached as Exhibit C hereto).

After the end of the Secondary Performance Period, the Committee will certify a percentage adjustment in accordance with Exhibit B, and the Participant will receive a final number of Performance Shares.

The levels of achievement of performance range are from the threshold level of achievement to the maximum level of achievement, as indicated on Exhibits A and B. For avoidance of doubt, there will not be an Award payout if the EPS threshold level of performance is not attained for the Initial Performance Period. If the threshold level of achievement is attained for the Performance Period, the Award will payout in accordance with the percentages set forth in Exhibits A and B.

**(b) Partial Performance Period; Separation from Service.**

**(1) Death or Disability.** If the Participant ceases to be a Participant in the Plan before the end of the Performance Period due to the Participant's Termination of Employment as a result of death or Disability, then the Participant or the Participant's beneficiaries shall receive, within thirty (30) days after the date of such death or Disability, fully vested Performance Shares that the Participant would have been issued pursuant to the Award based on the formula set forth in Section 4(b) (4)(i) and (ii) below, with the death or Disability being the qualifying event and the date of death or Disability shall be substituted for the date of the Change of Control, and with rTSR calculated as of the last day of the month in which such Termination of Employment occurs.

- (2) **Retirement:** If Termination of Employment of the Participant with the Company is by reason of Retirement, the Performance Shares shall vest upon the date of the Participant's Termination of Employment. Such Award shall be equal to the value of the Award at the end of the Performance Period based on the actual performance during the Performance Period.
- (3) **Termination without Cause; Termination for Good Reason.** If the Participant's Termination of Employment is by reason of (i) termination by the Company without Cause or (ii) termination by the Participant for Good Reason, the Performance Shares shall vest upon the date of the Participant's Termination of Employment. Such Award shall be equal to the value of the Award at the end of the Performance Period based on the actual performance during the Performance Period. As used in this Section 4(b)(3), "Good Reason" and "Cause" have the meanings ascribed to them for Termination of Employment unrelated to a Change of Control in an employment or severance agreement or letter between the Participant and the Company.
- (4) **Change of Control.** In the event of a Change of Control at any time during the Performance Period and the Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason during the period of twenty-four (24) months following a Change of Control, the Performance Period shall be terminated upon such date of Termination of Employment and the Participant shall, within thirty (30) days following such date of Termination of Employment, receive fully vested Performance Shares, calculated based on (i) attainment of the EPS target performance level, and (ii) actual rTSR performance, with each of (i) and (ii) calculated up until the date of such Termination of Employment. As used in this Section 4(b)(4), the terms "Cause", "Change of Control", and "Good Reason" shall have the meanings set forth in the Participant's December 29, 2008 Restated Severance Protection Agreement.
- (5) **Termination for Any Other Reason.** If the Participant voluntarily terminates employment other than for Good Reason, and this Award has not previously vested pursuant to Section 4(b)(4), the Performance Shares shall vest upon the date of the Participant's Termination of Employment. Such Award shall be equal to the value of the Award at the end of the Performance Period based on the actual performance during the Performance Period.

5. **Vesting of Award.** Subject to the terms of the Plan and the Agreement, the Award, to the extent earned in accordance with Section 4(a) hereof, will be fully vested following the expiration of the Secondary Performance Period. The Committee has sole authority to determine whether and to what degree the Award has vested and is payable and to interpret the terms and conditions of this Agreement and the Plan.

6. **Timing of Payout.** Payout of all vested Performance Shares shall occur as soon as administratively feasible following the end of the Secondary Performance Period, but in no event later than seventy-five (75) days after such vesting date, provided that, if such seventy-five (75) day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made.

7. **Participant Not a Shareholder.** This Award does not represent actual Shares of the Company and the Participant is not, and will not become, by virtue of this Award, a shareholder of the Company until such time as the Company delivers Shares to the Participant pursuant to Section 6 hereof. The Participant may not sell, transfer, pledge, assign, or otherwise alienate or hypothecate his or her rights under this Award and any attempt to do so shall result in immediate forfeiture of this Award.

**8. Recapitalization.** In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any reorganization, merger, consolidation, spin-off, combination, repurchase, or exchange of Shares or other securities, stock dividend, liquidation, dissolution, or otherwise, the number and class of Performance Shares subject to this Agreement shall be equitably adjusted by the Committee in the manner set forth in Section 4.4 of the Plan to prevent dilution or enlargement of rights.

**9. Beneficiary Designation.** The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Director of Human Resources of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

**10. Continuation of Employment.** This Agreement shall not confer upon the Participant any right to continue employment with the Company or its Subsidiaries, nor shall this Agreement interfere in any way with the Company's or its Subsidiaries' right to terminate the Participant's employment at any time. The Participant's employment shall continue to be on an "at-will" basis.

**11. Award Adjustments .** Subject to Section 12(b) and to the extent consistent with the requirements of Section 162(m) of the Code, the Committee shall have authority to make adjustments to the terms and conditions of the Award in, recognition of unusual or nonrecurring events affecting the Company or its Subsidiaries, or the financial statements of the Company, or of changes in applicable laws, regulations or accounting principles, if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations; provided, however, that if the Participant is a Covered Employee, such adjustments may only be made if the effect thereof is to reduce the value and payout of the Award.

**12. Miscellaneous.**

- (a) This Agreement and the rights of the Participant hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. The Committee shall have the right to impose such restrictions on any Shares acquired pursuant to this Agreement, as it may deem advisable, including, without limitation, restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and under any blue sky or state securities laws applicable to such Shares. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant.
- (b) The Committee may terminate, amend, or modify the Plan; provided, however, that no such termination, amendment, or modification of the Plan may in any material way adversely impair the Participant's rights under this Agreement, without the written consent of the Participant.
- (c) The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes (including the Participant's FICA obligation), domestic or foreign, required by law to be withheld with respect to any delivery of Shares under this Agreement.

- (d) The Participant may elect, subject to any procedural rules adopted by the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having an aggregate Fair Market Value on the date the tax is to be determined, equal to the minimum amount required by law to be withheld.
- (e) This Award Agreement is intended to be exempt from the requirements of Section 409A of the Code, and shall be interpreted and construed consistently with such intent; provided, however, that in no event shall the Company or any of its directors, officers, employees or advisors be responsible for any such additional tax, interest, or related tax penalties that may be imposed under Section 409A of the Code.
- (f) The Participant agrees to take all steps necessary to comply with all applicable provisions of federal and state securities laws in connection with the award of Performance Shares under this Agreement.
- (g) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (h) All obligations of the Company under the Plan and this Agreement, with respect to the Performance Shares, 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.
- (i) To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.
- (j) To the extent not preempted by federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware without giving effect to the conflicts of laws principles thereof.
- (k) This Agreement may be executed (i) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, or (ii) electronically. The parties hereto agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Date of Grant.

**ICF INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Cheryl Grisé  
Title: Chair, Compensation Committee

**PARTICIPANT**

\_\_\_\_\_  
Sudhakar Kesavan  
Title: Chairman and Chief Executive Officer

**CAGR EPS Result**  
**for January 1, 2017 through December 31, 2018 Initial Performance Period**

**100% Weighting**

<b>Performance Level</b>	<b>EPS</b>	<b>Implied Annual Growth Rate</b>	<b>% of Payout</b>
Maximum	\$2.91	9%	150%
Target	\$2.70	5%	100%
Threshold	\$2.57	2.5%	50%
< Threshold	<\$2.57	<2.5%	0%

\* The payout percentage shall be determined using straight line interpolation between EPS performance levels.

**rTSR (Modifier of CAGR EPS Result)  
for January 1, 2017 through December 31, 2019 Secondary Performance Period**

Performance Level	rTSR Percentile Ranking	% of Payout
Maximum	>= 75 <sup>th</sup> Percentile	125%
Target	= <b>Median</b>	100%
Threshold	<= 25 <sup>th</sup> Percentile	75%

\* The payout percentage shall be determined using straight line interpolation between rTSR performance levels.

<b>Performance Shares Payout Grid</b>							
<b>Payout as % of Target</b>							
<b>EPS Performance</b>							
		< Threshold	Threshold	Target		Maximum	
rTSR Performance as Modifier	Threshold	0.00%	37.50%	56.25%	75.00%	93.75%	112.50%
		0.00%	43.75%	65.63%	87.50%	109.38%	131.25%
	Target	0.00%	50.00%	75.00%	100.00%	125.00%	150.00%
		0.00%	56.25%	84.38%	112.50%	140.63%	168.75%
	Maximum	0.00%	62.50%	93.75%	125.00%	156.25%	187.50%

**Peer Group**

The “Peer Group” for the Awards is defined as set forth below. For subsequent Performance Periods, the Committee will re-evaluate the makeup of the Peer Group:

1. Booz Allen Hamilton Holding Corp.
2. Science Applications International Corp.
3. CACI International, Inc.
4. Unisys Corp.
5. Convergys Corp.
6. ManTech International, Inc.
7. Tetra Tech, Inc.
8. Gartner, Inc.
9. MAXIMUS, Inc.
10. FTI Consulting, Inc.
11. CDI Corp.
12. Huron Consulting Group, Inc.
13. The Corporate Executive Board Co.
14. Navigant Consulting, Inc.
15. CBIZ, Inc.
16. Resources Connection, Inc.
17. The Advisory Board Co.
18. GP Strategies Corp.
19. VSE Corp.
20. NCI, Inc.
21. CRA International, Inc.
22. Exponent, Inc.

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<sup>1</sup> **Guidelines for Adjustment to the Peer Group:**

- The company must still exist at the end of the Performance Period;
- If a company goes bankrupt during the Performance Period, it will be counted as the lowest in the group; and
- If a company is acquired during the Performance Period, it will be excluded from the applicable calculation(s).



*This document constitutes part of the prospectus covering securities that have been registered under the Securities Act of 1933.*

ICF International, Inc.  
 2010 Omnibus Incentive Plan, As Amended  
 Performance Share Award Agreement

THIS AGREEMENT, effective as of the Grant Date set forth below, represents a grant of performance shares ("Performance Shares") by ICF International, Inc., a Delaware corporation (the "Company"), to the Participant named below, pursuant to the provisions of the ICF International, Inc. 2010 Omnibus Incentive Plan, as amended June 5, 2015 (the "Plan").

You have been selected to receive a grant of Performance Shares pursuant to the Plan, as specified below.

The Plan provides a description of the terms and conditions governing the Performance Shares. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the Plan's terms shall completely supersede and replace the conflicting terms of this Agreement. All capitalized terms used herein shall have the meanings ascribed to them in the Plan, unless specifically set forth otherwise herein.

The parties hereto agree as follows:

**Participant:** John Wasson

**Grant Date:** March 20, 2017

**Target Number of Performance Shares Granted:**

**Performance Period:** January 1, 2017 through December 31, 2019

**Performance Measures:** Compounded Annual Growth Rate ("CAGR") in Earnings per Share:  
 January 1, 2017 to December 31, 2018

Relative Total Shareholder Return ("rTSR"):  
 January 1, 2017 to December 31, 2019

**Purchase Price:** None

1. Definitions:

- (a) "Average Stock Price" means the average of the closing prices of a Share, as reported on NASDAQ (or such other stock exchange as is applicable), for the forty-five (45) trading day period immediately preceding the date for which the Average Stock Price is being determined hereunder.

- (b) “EPS” or “Earnings per Share” means reported net income determined in accordance with United States generally accepted accounting principles (“GAAP”) divided by the weighted average number of Shares outstanding, adjusted to exclude the following items:
1. Changes in newly issued or existing accounting principles.
  2. Gains and losses from dispositions of legal entities, subsidiaries and significant business lines/locations.
  3. Costs associated with mergers and acquisitions in the current year.
  4. Costs associated with unplanned reduction in force (“RIF”).
  5. Goodwill impairment.
  6. Acts of God and related insurance recoveries.
  7. Effects of any “extraordinary items” (for fiscal years of the Company commencing prior to the effective date of Subtopic 225-20 of the Financial Accounting Standards Board) as determined under GAAP, or other unusual or infrequently occurring gain or loss or other extraordinary item.
  8. The settlement of tax audits resulting in a significant financial impact (more or less than amounts previously recorded) from assets or businesses acquired within the past three years.
  9. Financial impact due to significant capital allocation, restructuring, or investment actions approved by the Board of Directors (e.g., dividend programs, issuance of a bond, issuance of a new class of stock, branding investments, etc.).
  10. Settlements and costs associated with actual or threatened legal actions related to events occurring more than three (3) years before the start of the Performance Period.
  11. Effects of any statutory adjustments to corporate tax rates and the tax benefits/losses from assets acquired.
  12. Abnormal government actions adversely affecting the Company (e.g., government shutdowns).
  13. Government fines and penalties.
- (c) “rTSR” means the Company’s cumulative total shareholder return over the Performance Period relative to its Peer Group (defined below) as measured by (A) the sum of (i) the Company’s Average Stock Price (for the forty-five (45) day trading period ending December 31, 2019), and (ii) the cumulative amount of dividends declared during the Performance Period, assuming dividend reinvestment on the ex-dividend date, *divided by* (B) the Company’s Average Stock Price at the beginning of the Performance Period (for the forty-five (45) day trading period ending December 31, 2016); provided, however, that for purposes of calculating rTSR percentile rank, the Company shall be excluded from the Peer Group.

**2. Employment with the Company.** Except as otherwise set forth in Section 4 of this Agreement, the Performance Shares granted hereunder are granted on the condition that the Participant remains an Employee of the Company or its Subsidiaries from the Grant Date through (and including) the end of the Performance Period. This Award of Performance Shares shall not confer any right to the Participant (or any other Participant) to be granted future Performance Shares or other Awards under the Plan.

**3. Committee Determination.** This Award of Performance Shares represents an agreement by the Company to deliver Shares of the Company to the Participant in the future, pursuant to the terms hereof. The Award of Performance Shares will become payable pursuant to the terms of this Agreement and the Plan based on the achievement of performance goals over the Performance Period. Attainment of the performance goals shall be determined and certified by the Committee in writing within sixty (60) days following the end of the Performance Period.

**4. Performance Award.** Subject to the terms of this Agreement and the Plan, the Company hereby grants the Participant an Award of Performance Shares in accordance with the following performance measures and performance goals:

**(a) Two Performance Periods.** The number of Performance Shares the Participant will receive in connection with this Award will be based on the Company's performance during two (2) periods. The initial performance period for the Participant's Performance Shares (the "Initial Performance Period") will begin on January 1, 2017 and end on December 31, 2018 (two years). The secondary performance period for the Participant's Performance Shares (the "Secondary Performance Period") will begin on January 1, 2019 and end on December 31, 2021 (three years). The Initial Performance Period and the Secondary Performance Period are collectively referred to as the "Performance Period."

**(1) EPS Performance Measure for Initial Performance Period.** The Award shall be further adjusted after the end of the Initial Performance Period based on the Company's compounded annual growth EPS during the Initial Performance Period, as set forth in the table attached as Exhibit A hereto.

**(2) rTSR Performance Measure for Secondary Performance Period.** The Award will be further adjusted in accordance with Exhibit B hereto after the end of the Secondary Performance Period based on the Company's rTSR relative to its Peer Group (the list of which is attached as Exhibit C hereto).

After the end of the Secondary Performance Period, the Committee will certify a percentage adjustment in accordance with Exhibit B, and the Participant will receive a final number of Performance Shares.

The levels of achievement of performance range are from the threshold level of achievement to the maximum level of achievement, as indicated on Exhibits A and B. For avoidance of doubt, there will not be an Award payout if the EPS threshold level of performance is not attained for the Initial Performance Period. If the threshold level of achievement is attained for the Performance Period, the Award will payout in accordance with the percentages set forth in Exhibits A and B.

**(b) Partial Performance Period; Separation from Service.**

**(1) Death or Disability.** If the Participant ceases to be a Participant in the Plan before the end of the Performance Period due to the Participant's Termination of Employment as a result of death or Disability, then the Participant or the Participant's beneficiaries shall receive, within thirty (30) days after the date of such death or Disability, fully vested Performance Shares that the Participant would have been issued pursuant to the Award based on the formula set forth in Section 4(b) (4)(i) and (ii) below, with the death or Disability being the qualifying event and the date of death or Disability shall be substituted for the date of the Change of Control, and with rTSR calculated as of the last day of the month in which such Termination of Employment occurs.

- (2) **Retirement:** If Termination of Employment of the Participant with the Company is by reason of Retirement, the Performance Shares shall vest upon the date of the Participant's Termination of Employment. Such Award shall be equal to the value of the Award at the end of the Performance Period based on the actual performance during the Performance Period.
- (3) **Termination without Cause; Termination for Good Reason.** If the Participant's Termination of Employment is by reason of (i) termination by the Company without Cause or (ii) termination by the Participant for Good Reason, the Performance Shares shall vest upon the date of the Participant's Termination of Employment. Such Award shall be equal to the value of the Award at the end of the Performance Period based on the actual performance during the Performance Period. As used in this Section 4(b)(3), "Good Reason" and "Cause" have the meanings ascribed to them for Termination of Employment unrelated to a Change of Control in an employment or severance agreement or letter between the Participant and the Company.
- (4) **Change of Control.** In the event of a Change of Control at any time during the Performance Period and the Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason during the period of twenty-four (24) months following a Change of Control, the Performance Period shall be terminated upon such date of Termination of Employment and the Participant shall, within thirty (30) days following such date of Termination of Employment, receive fully vested Performance Shares, calculated based on (i) attainment of the EPS target performance level, and (ii) actual rTSR performance, with each of (i) and (ii) calculated up until the date of such Termination of Employment. As used in this Section 4(b)(4), the terms "Cause", "Change of Control", and "Good Reason" shall have the meanings set forth in the Participant's December 12, 2008 Restated Severance Protection Agreement.
- (5) **Termination for Any Other Reason.** If the Participant voluntarily terminates employment other than for Good Reason, and this Award has not previously vested pursuant to Section 4(b)(4), the Performance Shares shall vest upon the date of the Participant's Termination of Employment. Such Award shall be equal to the value of the Award at the end of the Performance Period based on the actual performance during the Performance Period.

5. **Vesting of Award.** Subject to the terms of the Plan and the Agreement, the Award, to the extent earned in accordance with Section 4(a) hereof, will be fully vested following the expiration of the Secondary Performance Period. The Committee has sole authority to determine whether and to what degree the Award has vested and is payable and to interpret the terms and conditions of this Agreement and the Plan.

6. **Timing of Payout.** Payout of all vested Performance Shares shall occur as soon as administratively feasible following the end of the Secondary Performance Period, but in no event later than seventy-five (75) days after such vesting date, provided that, if such seventy-five (75) day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made.

7. **Participant Not a Shareholder.** This Award does not represent actual Shares of the Company and the Participant is not, and will not become, by virtue of this Award, a shareholder of the Company until such time as the Company delivers Shares to the Participant pursuant to Section 6 hereof. The Participant may not sell, transfer, pledge, assign, or otherwise alienate or hypothecate his or her rights under this Award and any attempt to do so shall result in immediate forfeiture of this Award.

**8. Recapitalization.** In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any reorganization, merger, consolidation, spin-off, combination, repurchase, or exchange of Shares or other securities, stock dividend, liquidation, dissolution, or otherwise, the number and class of Performance Shares subject to this Agreement shall be equitably adjusted by the Committee in the manner set forth in Section 4.4 of the Plan to prevent dilution or enlargement of rights.

**9. Beneficiary Designation.** The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Director of Human Resources of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

**10. Continuation of Employment.** This Agreement shall not confer upon the Participant any right to continue employment with the Company or its Subsidiaries, nor shall this Agreement interfere in any way with the Company's or its Subsidiaries' right to terminate the Participant's employment at any time. The Participant's employment shall continue to be on an "at-will" basis.

**11. Award Adjustments .** Subject to Section 12(b) and to the extent consistent with the requirements of Section 162(m) of the Code, the Committee shall have authority to make adjustments to the terms and conditions of the Award in, recognition of unusual or nonrecurring events affecting the Company or its Subsidiaries, or the financial statements of the Company, or of changes in applicable laws, regulations or accounting principles, if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations; provided, however, that if the Participant is a Covered Employee, such adjustments may only be made if the effect thereof is to reduce the value and payout of the Award.

**12. Miscellaneous.**

- (a) This Agreement and the rights of the Participant hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. The Committee shall have the right to impose such restrictions on any Shares acquired pursuant to this Agreement, as it may deem advisable, including, without limitation, restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and under any blue sky or state securities laws applicable to such Shares. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant.
- (b) The Committee may terminate, amend, or modify the Plan; provided, however, that no such termination, amendment, or modification of the Plan may in any material way adversely impair the Participant's rights under this Agreement, without the written consent of the Participant.
- (c) The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes (including the Participant's FICA obligation), domestic or foreign, required by law to be withheld with respect to any delivery of Shares under this Agreement.

- (d) The Participant may elect, subject to any procedural rules adopted by the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having an aggregate Fair Market Value on the date the tax is to be determined, equal to the minimum amount required by law to be withheld.
- (e) This Award Agreement is intended to be exempt from the requirements of Section 409A of the Code, and shall be interpreted and construed consistently with such intent; provided, however, that in no event shall the Company or any of its directors, officers, employees or advisors be responsible for any such additional tax, interest, or related tax penalties that may be imposed under Section 409A of the Code.
- (f) The Participant agrees to take all steps necessary to comply with all applicable provisions of federal and state securities laws in connection with the award of Performance Shares under this Agreement.
- (g) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (h) All obligations of the Company under the Plan and this Agreement, with respect to the Performance Shares, 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.
- (i) To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.
- (j) To the extent not preempted by federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware without giving effect to the conflicts of laws principles thereof.
- (k) This Agreement may be executed (i) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, or (ii) electronically. The parties hereto agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Date of Grant.

**ICF INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: Sudhakar Kesavan  
Title: Chairman and Chief Executive Officer

**PARTICIPANT**

\_\_\_\_\_  
John Wasson  
Title: President and Chief Operating Officer

**CAGR EPS Result**  
**for January 1, 2017 through December 31, 2018 Initial Performance Period**

**100% Weighting**

<b>Performance Level</b>	<b>EPS</b>	<b>Implied Annual Growth Rate</b>	<b>% of Payout</b>
Maximum	\$2.91	9%	150%
Target	\$2.70	5%	100%
Threshold	\$2.57	2.5%	50%
< Threshold	<\$2.57	<2.5%	0%

\* The payout percentage shall be determined using straight line interpolation between EPS performance levels.

**rTSR (Modifier of CAGR EPS Result)  
for January 1, 2017 through December 31, 2019 Secondary Performance Period**

Performance Level	rTSR Percentile Ranking	% of Payout
Maximum	>= 75 <sup>th</sup> Percentile	125%
Target	= <b>Median</b>	100%
Threshold	<= 25 <sup>th</sup> Percentile	75%

\* The payout percentage shall be determined using straight line interpolation between rTSR performance levels.

<b>Performance Shares Payout Grid</b>							
<b>Payout as % of Target</b>							
<b>EPS Performance</b>							
		< Threshold	Threshold		Target		Maximum
rTSR Performance as Modifier	Threshold	0.00%	37.50%	56.25%	75.00%	93.75%	112.50%
		0.00%	43.75%	65.63%	87.50%	109.38%	131.25%
	Target	0.00%	50.00%	75.00%	100.00%	125.00%	150.00%
		0.00%	56.25%	84.38%	112.50%	140.63%	168.75%
	Maximum	0.00%	62.50%	93.75%	125.00%	156.25%	187.50%

**Peer Group**

The “Peer Group” for the Awards is defined as set forth below. For subsequent Performance Periods, the Committee will re-evaluate the makeup of the Peer Group:

1. Booz Allen Hamilton Holding Corp.
2. Science Applications International Corp.
3. CACI International, Inc.
4. Unisys Corp.
5. Convergys Corp.
6. ManTech International, Inc.
7. Tetra Tech, Inc.
8. Gartner, Inc.
9. MAXIMUS, Inc.
10. FTI Consulting, Inc.
11. CDI Corp.
12. Huron Consulting Group, Inc.
13. The Corporate Executive Board Co.
14. Navigant Consulting, Inc.
15. CBIZ, Inc.
16. Resources Connection, Inc.
17. The Advisory Board Co.
18. GP Strategies Corp.
19. VSE Corp.
20. NCI, Inc.
21. CRA International, Inc.
22. Exponent, Inc.

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<sup>1</sup> **Guidelines for Adjustment to the Peer Group:**

- The company must still exist at the end of the Performance Period;
- If a company goes bankrupt during the Performance Period, it will be counted as the lowest in the group; and
- If a company is acquired during the Performance Period, it will be excluded from the applicable calculation(s).