

**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): May 18, 2005

FTI CONSULTING, INC.

(Exact name of registrant as specified in charter)

Maryland
(State or other jurisdiction
of incorporation)

001-14875
(Commission File Number)

52-1261113
(IRS Employer
Identification No.)

900 Bestgate Road, Suite 100, Annapolis, Maryland
(Address of principal executive offices)

21401
(Zip Code)

Registrant's telephone number, including area code: (410) 224-8770

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))

Item 1.01. Entry into a Material Definitive Agreement**Item 8.01. Other Events****Non-Employee Director Compensation Arrangements**

On April 27, 2005, the Board of Directors (the "Board") of FTI Consulting, Inc. ("FTI" or the "Company") approved amended compensation arrangements for non-employee directors of the Company that were recommended by the Compensation Committee of the Board, authorizing the payment of (i) an annual retainer in the form of cash, which could be deferrable, or payable in the form of stock options in lieu of cash, at the director's discretion and (ii) equity compensation payable on a three-year cycle, in the form of options, restricted stock or restricted stock units, at the election of the non-employee director. Until changed by the Board, the amount payable as the annual retainer equates to \$50,000 for each non-employee director who does not serve as a chair of a committee of the Board, \$55,000 for the non-employee directors who serve as the chairs of the Compensation Committee and Nominating and Corporate Governance Committee of the Board, and \$60,000 for the non-employee director who serves as chair of the Audit Committee of the Board; and the number of securities issuable as equity compensation on a three-year cycle to the non-employee directors equates to stock options exercisable for 75,000 shares of common stock, or 37,500 shares of restricted stock or restricted stock units. All equity awards will be granted pursuant to the FTI Consulting, Inc. Non-Employee Director Compensation Plan (the "Director Plan"), which is a sub-plan of the FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated as of April 27, 2005 (the "Amended 2004 Plan").

On May 3, 2005, the Company filed its Current Report on Form 8-K describing and filing as Exhibit 10.1 thereto the Written Summary of Non-Employee Director Compensation (the "Summary"), summarizing the general arrangements approved by the Board of FTI on April 27, 2005. In that Form 8-K, FTI indicated that it would be preparing such amendments, modifications, sub-plans, plans or agreements as the Board deemed necessary or advisable to implement and carry-out the revised non-employee director compensation arrangements.

On May 18, 2005, the Compensation Committee of the Board recommended, and the Board approved, the Written Director Plan and Amended 2004 Plan, and authorized all related award agreements thereunder, to implement and carry-out the revised non-employee director compensation arrangements approved by the Board on April 27, 2005. By Unanimous Written Consent dated May 24, 2005, the Board upon the recommendation of the Compensation Committee authorized changes to the vesting provisions that were included in the Director Plan in the form presented for approval on May 18, 2005 and ordered that such revised terms be included in the final written Director Plan.

The final Director Plan includes certain specific terms and conditions, which differ from or were not included in the Summary filed with the Securities and Exchange Commission (the "SEC") on May 3, 2005. The principle differences between the Director Plan and the Summary are: (i) the Board will be the primary administrator of the Director Plan; (ii) the full amount of the annual retainer will be paid currently rather than in installments; (iii) in the event a director elects to receive his annual retainer in the form of stock options, the options will be exercisable for the number of shares of common stock of the Company determined in good faith by the Board as of the date of grant, using the option valuation model and assumptions as set forth in the financial

statements of the Company then most recently filed with the SEC; (iv) stock options received as payment of the annual retainer in lieu of cash will vest in full upon issuance; (v) the immediate vesting of equity awards to directors who are age 70 or above has been eliminated; (vi) deferred annual retainer payments and deferred restricted stock units will be settled in stock not cash; (vii) options, restricted stock and restricted stock units will vest over twelve consecutive quarters in increments of 1/12th per quarter on the quarterly anniversary of the date of grant over a 36-month period; and (viii) options and restricted stock will immediately vest in full on a change in control of FTI.

We are filing this Form 8-K to file with the SEC the Amended 2004 Plan as Exhibit 10.1, the Director Plan as Exhibit 10.2, the Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Option Agreement as Exhibit 10.3, the Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Restricted Stock Agreement as Exhibit 10.4, and the Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Unit Agreement as Exhibit 10.5, all of which are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated as of April 27, 2005
10.2	FTI Consulting, Inc. Non-Employee Director Compensation Plan, established effective April 27, 2005
10.3	Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Option Agreement
10.4	Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Restricted Stock Agreement
10.5	Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Unit Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, FTI has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

FTI CONSULTING, INC.

Dated: May 24, 2005

By: /s/ THEODORE I. PINCUS

Theodore I. Pincus
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

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FTI CONSULTING, INC.
2004 LONG-TERM INCENTIVE PLAN
[As Amended and Restated Effective April 27, 2005]

1. Establishment, Purpose and Types of Awards

FTI Consulting, Inc., a Maryland corporation (the “**Company**”), hereby establishes the FTI Consulting, Inc. 2004 Long-Term Incentive Plan (the “**Plan**”). The purpose of the Plan is to promote the long-term growth and profitability of FTI by (a) providing key people with incentives to improve stockholder value and to contribute to the growth and financial success of FTI through their future services, and (b) enabling FTI to attract, retain and reward the best-available persons.

The Plan permits the granting of stock options (including “**incentive stock options**” within the meaning of Section 422 of the Code and nonstatutory stock options), stock appreciation rights, restricted or unrestricted stock awards, phantom stock, performance awards, other stock-based awards, or any combination of the foregoing.

2. Definitions

Under the Plan, except where the context otherwise indicates, the following definitions apply:

(a) “**Affiliate**” means any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with, the Company (including, but not limited to, joint ventures, limited liability companies, and partnerships), as determined by the Committee.

(b) “**Award**” means any stock option, stock appreciation right, stock award, phantom stock award, performance award, or other stock-based award relating to the Common Stock or other securities of the Company granted pursuant to the provisions of the Plan.

(c) “**Board**” means the Board of Directors of the Company.

(d) “**Change in Control**” means: (1) the acquisition (other than from the Company) in one or more transactions by any Person, as defined in this Section 2(d), of the beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of (A) the then outstanding shares of the securities of the Company, or (B) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the “**Company Voting Stock**”); (2) the closing of a sale or other conveyance of all or substantially all of the assets of the Company; or (3) the effective time of any merger, share exchange,

consolidation, or other business combination involving the Company if immediately after such transaction persons who hold a majority of the outstanding voting securities entitled to vote generally in the election of directors of the surviving entity (or the entity owning 100% of such surviving entity) are not persons who, immediately prior to such transaction, held the Company Voting Stock; provided, however, that for purposes of any Award or sub-plan that constitutes a “nonqualified deferred compensation plan,” within the meaning of Code section 409A, the Committee, in its discretion, may specify a different definition of Change in Control in order to comply with the provisions of Code section 409A. For purposes of this Section 2(d), a “**Person**” means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, other than employee benefit plans sponsored or maintained by the Company or by entities controlled by the Company.

(e) “**Code**” means the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

(f) “**Committee**” means the Compensation Committee of the Board (or any successor Board committee as may be designated by the Board from time to time), comprised of directors who are independent directors as defined in the New York Stock Exchange’s Listed Company Manual and who are “**non-employee directors**” within the meaning of Rule 16b-3 promulgated by the Securities and Exchange Commission under the Exchange Act.

(g) “**Common Stock**” means shares of common stock, par value of \$0.01 per share, of the Company.

(h) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and any successor thereto.

(i) “**Fair Market Value**” means, with respect to a share of the Common Stock on the relevant date, the closing price, regular way, reported on the New York Stock Exchange or if no sales of the Common Stock are reported on the New York Stock Exchange for that date, the closing price for the last previous day for which sales were reported on the New York Stock Exchange. If the Common Stock is no longer listed on the New York Stock Exchange, the Committee may designate such other exchange, market or source of data as it deems appropriate for determining such value for the purposes of the Plan. For all purposes under the Plan, the term “**relevant date**” as used in this Section 2(i) means either the date as of which Fair Market Value is to be determined or the next preceding date on which public trading of the Common Stock occurs, as determined in the Committee’s discretion.

(j) “**Grant Agreement**” means a written or electronic document memorializing the terms and conditions of an Award granted pursuant to the provisions of the Plan.

3. Administration

(a) *Administration of the Plan.* The Plan shall be administered by the Committee.

(b) *Powers of the Committee.* The Committee shall have all the powers vested in it by the terms of the Plan, such powers to include authority, in its sole and absolute discretion, to grant Awards under the Plan, prescribe Grant Agreements evidencing such Awards and establish programs for granting Awards.

The Committee shall have full power and authority to take all other actions necessary to carry out the purpose and intent of the Plan, including, but not limited to, the authority to: (1) determine the eligible persons to whom, and the time or times at which Awards shall be granted; (2) determine the types of Awards to be granted; (3) determine the number of shares to be covered by or used for reference purposes for each Award; (4) impose such terms, limitations, restrictions and conditions upon any such Award as the Committee shall deem appropriate; (5) modify, amend, extend or renew outstanding Awards, or accept the surrender of outstanding Awards and substitute new Awards (*provided however*, that, except as provided in Section 6 or 7(c) of the Plan, any modification that would materially adversely affect any outstanding Award shall not be made without the consent of the holder); (6) accelerate or otherwise change the time in which an Award may be exercised or becomes payable and to waive or accelerate the lapse, in whole or in part, of any restriction or condition with respect to such Award, including, but not limited to, any restriction or condition with respect to the vesting or exercisability of an Award following termination of any grantee's employment or other relationship with the Company; *provided, however*, that no such waiver or acceleration of lapse restrictions shall be made with respect to a performance-based stock Award granted to an executive officer of the Company if such waiver or acceleration is inconsistent with Code section 162(m); (7) establish objectives and conditions, if any, for earning Awards and determining whether Awards will be paid after the end of a performance period; and (8) for any purpose, including but not limited to, qualifying for preferred tax treatment under foreign tax laws or otherwise complying with the regulatory requirements of local or foreign jurisdictions, to establish, amend, modify, administer or terminate sub-plans, and prescribe, amend and rescind rules and regulations relating to such sub-plans.

The Committee shall have full power and authority, in its sole and absolute discretion, to administer and interpret the Plan, Grant Agreements and all other documents relevant to the Plan and Awards issued hereunder, and to adopt and interpret such rules, regulations, agreements, guidelines and instruments for the administration of the Plan and for the conduct of its business as the Committee deems necessary or advisable.

(c) *Non-Uniform Determinations.* The Committee's determinations under the Plan (including, without limitation, determinations of the persons to receive Awards, the form, amount and timing of such Awards, the terms and provisions of such Awards and the Grant Agreements evidencing such Awards) need not be uniform and may be made by the Committee selectively among persons who receive, or are eligible to receive, Awards under the Plan, whether or not such persons are similarly situated.

(d) *Limited Liability.* To the maximum extent permitted by law, no member of the Committee shall be liable for any action taken or decision made in good faith relating to the Plan or any Award hereunder.

(e) *Indemnification.* To the maximum extent permitted by law and by the Company's charter and by-laws, the members of the Committee shall be indemnified by the Company in respect of all their activities under the Plan.

(f) *Effect of Committee's Decision.* All actions taken and decisions and determinations made by the Committee on all matters relating to the Plan pursuant to the powers vested in it hereunder shall be in the Committee's sole and absolute discretion and shall be conclusive and binding on all parties concerned, including the Company, its stockholders, any participants in the Plan and any other employee, consultant, or director of the Company, and their respective successors in interest.

4. Shares Available for the Plan; Maximum Awards

Subject to adjustments as provided in Section 7(c) of the Plan, the shares of Common Stock that may be issued with respect to Awards granted under the Plan shall not exceed an aggregate of 3,000,000 shares of Common Stock. The Company shall reserve such number of shares for Awards under the Plan, subject to adjustments as provided in Section 7(c) of the Plan. If any Award, or portion of an Award, under the Plan expires or terminates unexercised, becomes unexercisable, is settled in cash without delivery of shares of Common Stock, or is forfeited or otherwise terminated, surrendered or canceled as to any shares, or if any shares of Common Stock are repurchased by or surrendered to the Company in connection with any Award, or if any shares are withheld by the Company, the shares subject to such Award and the repurchased, surrendered and withheld shares shall thereafter be available for further Awards under the Plan; *provided, however,* that any such shares that are surrendered to or repurchased or withheld by the Company in connection with any Award or that are otherwise forfeited after issuance shall not be available for purchase pursuant to incentive stock options intended to qualify under Code section 422.

Subject to adjustments as provided in Section 7(c) of the Plan, the following additional maximums are imposed under the Plan:

(1) The maximum number of shares of Common Stock subject to Awards of any combination that may be granted during any calendar year to any one individual under this Plan shall be limited to 750,000 shares. Such per-individual limit shall not be adjusted to effect a restoration of shares of Common Stock with respect to which the related Award is terminated, surrendered or canceled.

(2) The maximum number of shares of Common Stock that may be issued with respect to Awards granted under the Plan that are described in Section 6(c), 6(d), 6(e) or 6(f) shall not exceed an aggregate of 600,000 shares of Common Stock.

5. Participation

Participation in the Plan shall be open to all employees, officers, and directors of, and other individuals providing *bona fide* services to or for, the Company, or of any Affiliate of the Company, as may be selected by the Committee from time to time. The Committee may also grant Awards to individuals in connection with hiring, retention or otherwise, prior to the date the individual first performs services for the Company or an Affiliate, provided that such Awards shall not become vested or exercisable prior to the date the individual first commences performance of such services.

6. Awards

The Committee, in its sole discretion, establishes the terms of all Awards granted under the Plan. Awards may be granted individually or in tandem with other types of Awards. All Awards are subject to the terms and conditions provided in the Grant Agreement. The Committee may permit or require a recipient of an Award to defer such individual's receipt of the payment of cash or the delivery of Common Stock that would otherwise be due to such individual by virtue of the exercise of, payment of, or lapse or waiver of restrictions respecting, any Award. If any such payment deferral is required or permitted, the Committee shall, in its sole discretion, establish rules and procedures for such payment deferrals. The maximum term for any Award shall not exceed ten years from the date of the grant of such Award.

(a) Stock Options.

(1) *In General.* The Committee may from time to time grant to eligible participants Awards of incentive stock options or nonstatutory stock options; *provided, however,* that Awards of incentive stock options shall be limited to employees of the Company or of any current or hereafter existing **"parent corporation"** or **"subsidiary corporation,"** as defined in Sections 424(e) and (f) of the Code, respectively, of the Company and any other individuals who are eligible to receive incentive stock options under the provisions of Section 422 of the Code. All stock options must have an exercise price at least equal to Fair Market Value as of the date of grant. No stock option shall be an incentive stock option unless so designated by the Committee at the time of grant or in the Grant Agreement evidencing such stock option.

(2) *Director Options.* In lieu of automatic grants of stock options to members of the Board who are not employees of the Company or any Affiliate (a **"Non-Employee Director"**) under the terms and conditions of this Plan as in effect prior to April 27, 2005, nondiscretionary grants of stock options and other equity-based Awards to Non-Employee Directors shall be made on and after April 27, 2005,

in accordance with the terms and conditions of the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended from time to time, which is a sub-plan of this Plan.

(b) *Stock Appreciation Rights*. The Committee may from time to time grant to eligible participants Awards of Stock Appreciation Rights ("**SAR**"). An SAR entitles the grantee to receive, subject to the provisions of the Plan and the Grant Agreement, a payment having an aggregate value equal to *the product of* (1) the excess of (A) the Fair Market Value on the exercise date of one share of Common Stock over (B) the base price per share specified in the Grant Agreement, *times* (2) the number of shares specified by the SAR, or portion thereof, which is exercised. The base price per share specified in the Grant Agreement shall not be less than the Fair Market Value of the Common Stock on the grant date. Payment by the Company of the amount receivable upon any exercise of an SAR may be made by the delivery of Common Stock or cash, or any combination of Common Stock and cash, as determined in the sole discretion of the Committee. If upon settlement of the exercise of an SAR a grantee is to receive a portion of such payment in shares of Common Stock, the number of shares shall be determined by dividing such portion by the Fair Market Value of a share of Common Stock on the exercise date. No fractional shares shall be used for such payment and the Committee shall determine whether cash shall be given in lieu of such fractional shares or whether such fractional shares shall be eliminated.

(c) *Stock Awards*. The Committee may from time to time grant restricted or unrestricted stock Awards to eligible participants in such amounts, on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as may be required by law, as it shall determine.

(d) *Phantom Stock*. The Committee may from time to time grant Awards to eligible participants denominated in stock-equivalent units ("**phantom stock**") in such amounts and on such terms and conditions as it shall determine. Phantom stock units granted to a participant shall be credited to a bookkeeping reserve account solely for accounting purposes and shall not require a segregation of any of the Company's assets. An Award of phantom stock may be settled in Common Stock, in cash, or in a combination of Common Stock and cash, as determined in the sole discretion of the Committee. Except as otherwise provided in the applicable Grant Agreement, the grantee shall not have the rights of a stockholder with respect to any shares of Common Stock represented by a phantom stock unit solely as a result of the grant of a phantom stock unit to the grantee.

(e) *Performance Awards*. The Committee may, in its discretion, grant performance awards which become vested or payable on account of attainment of one or more performance goals established by the Committee. Performance awards may be paid by the delivery of Common Stock or cash, or any combination of Common Stock and cash, as determined in the sole discretion of the Committee. Performance goals established by the Committee shall be based on objectively determinable performance goals selected by the Committee that apply to an individual or group of individuals, a business unit, or the Company or an Affiliate as a whole, over such performance period as the Committee may designate.

The performance goals shall be based on one or more of the following criteria: EBITDA, stock price, earnings per share, net earnings, operating or other earnings, profits, revenues, net cash flow, financial return ratios, return on assets, stockholder return, return on equity, growth in assets, market share or strategic business criteria consisting of one or more objectives based on meeting specified revenue goals, market penetration goals, geographic business expansion goals or goals relating to acquisitions or strategic partnerships. EBITDA means earnings before interest, taxes, depreciation and amortization. At any time prior to the final determination of the performance awards, the Committee may adjust the performance goals and awards for participants to the extent the Committee deems appropriate considering the requirements of Section 162(m) of the Code. Upon completion of a performance period, the Committee shall determine whether the performance goals have been met and certify in writing to the extent such goals have been satisfied.

(f) *Other Stock-Based Awards.* The Committee may from time to time grant other stock-based awards to eligible participants in such amounts, on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as may be required by law, as it shall determine. Other stock-based awards may be denominated in cash, in Common Stock or other securities, in stock-equivalent units, in stock appreciation units, in securities or debentures convertible into Common Stock, or in any combination of the foregoing and may be paid in Common Stock or other securities, in cash, or in a combination of Common Stock or other securities and cash, all as determined in the sole discretion of the Committee.

7. Miscellaneous

(a) *Withholding of Taxes.* Grantees and holders of Awards shall pay to the Company or any of its Affiliates, or make provision satisfactory to the Committee for payment of, any taxes required to be withheld in respect of Awards under the Plan no later than the date of the event creating the tax liability. The Company or any of its Affiliates may, to the extent permitted by law, deduct any such tax obligations from any payment of any kind otherwise due to the grantee or holder of an Award. In the event that payment to the Company or any of its Affiliates of such tax obligations is made in shares of Common Stock, such shares shall be valued at Fair Market Value on the applicable date for such purposes and shall not exceed in amount the minimum statutory tax withholding obligation.

(b) *Transferability.* Except as otherwise determined by the Committee, and in any event in the case of an incentive stock option or a stock appreciation right granted with respect to an incentive stock option, no Award granted under the Plan shall be transferable by a grantee otherwise than by will or the laws of descent and distribution. Unless otherwise determined by the Committee in accord with the provisions of the immediately preceding sentence, an Award may be exercised during the lifetime of the grantee, only by the grantee or, during the period the grantee is under a legal disability, by the grantee's guardian or legal representative.

(c) *Adjustments for Corporate Transactions and Other Events.*

- (1) *Stock Dividend, Stock Split and Reverse Stock Split.* In the event of a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, (A) the maximum number of shares of such Common Stock as to which Awards may be granted under this Plan, in the aggregate and with respect to any type of Award, and the maximum number of shares with respect to which Awards may be granted during any one calendar year to any individual, as provided in Section 4 of the Plan and (B) the number of shares covered by and the exercise price and other terms of outstanding Awards, shall, without further action of the Board, be adjusted to reflect such event unless the Board, in its sole discretion, determines, at the time it approves such stock dividend, stock split or reverse stock split, that no such adjustment shall be made with respect to any or all particular Awards. The Committee may make adjustments, in its discretion, to address the treatment of fractional shares and fractional cents that arise with respect to outstanding Awards as a result of the stock dividend, stock split or reverse stock split.
- (2) *Non-Change in Control Transactions.* Except with respect to the transactions set forth in Section 7(c)(1), in the event of any change affecting the Common Stock, the Company or its capitalization, by reason of a spin-off, split-up, dividend, recapitalization, merger, consolidation or share exchange, other than any such change that is part of a transaction resulting in a Change in Control of the Company, the Committee, in its discretion and without the consent of the holders of the Awards, may make (A) appropriate adjustments to the maximum number and kind of shares reserved for issuance or with respect to which Awards may be granted under the Plan, in the aggregate, with respect to any type of Award, and with respect to any individual during any one calendar year, as provided in Section 4 of the Plan; and (B) any adjustments in outstanding Awards, including but not limited to modifying the number, kind and price of securities subject to Awards.
- (3) *Change in Control Transactions.* In the event of any transaction resulting in a Change in Control of the Company, outstanding stock options and other Awards that are payable in or convertible into Common Stock under the Plan will terminate upon the effective time of such Change in Control unless provision is made

in connection with the transaction for the continuation or assumption of such Awards by, or for the substitution of the equivalent awards of, the surviving or successor entity or a parent thereof. In the event of such termination, (A) the outstanding stock options and other Awards that will terminate upon the effective time of the Change in Control shall become fully vested immediately before the effective time of the Change in Control, and (B) the holders of stock options and other Awards under the Plan will be permitted, immediately before the Change in Control, to exercise or convert all portions of such stock options or other Awards under the Plan that are then exercisable or convertible or which become exercisable or convertible upon or prior to the effective time of the Change in Control.

- (4) *Unusual or Nonrecurring Events.* The Committee is authorized to make, in its discretion and without the consent of holders of Awards, adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events affecting the Company, or the financial statements of the Company or any Affiliate, or of changes in applicable laws, regulations, or accounting principles, whenever 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.

(d) *Substitution of Awards in Mergers and Acquisitions.* Awards may be granted under the Plan from time to time in substitution for awards held by employees, officers, consultants or directors of entities who become or are about to become employees, officers, consultants or directors of the Company or any of its Affiliates as the result of a merger or consolidation of the employing entity with the Company or any of its Affiliates, or the acquisition by the Company or any of its Affiliates of the assets or stock of the employing entity. The terms and conditions of any substitute Awards so granted may vary from the terms and conditions set forth herein to the extent that the Committee deems appropriate at the time of grant to conform the substitute Awards to the provisions of the awards for which they are substituted.

(e) *Termination, Amendment and Modification of the Plan.* The Board may terminate, amend or modify the Plan or any portion hereof at any time. Except as otherwise determined by the Board, termination of the Plan shall not affect the Committee's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

(f) *Non-Guarantee of Employment or Service.* Nothing in the Plan or in any Grant Agreement thereunder shall confer any right on an individual to continue in the service of the Company or shall interfere in any way with the right of the Company to terminate such service at any time with or without cause or notice and whether or not such termination results in (1) the failure of any Award to vest; (2) the forfeiture of any unvested or vested portion of any Award; and/or (3) any other adverse effect on the individual's interests under the Plan.

(g) *No Trust or Fund Created.* Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a grantee or any other person. To the extent that any grantee or other person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(h) *Governing Law.* The validity, construction and effect of the Plan, of Grant Agreements entered into pursuant to the Plan, and of any rules, regulations, determinations or decisions made by the Committee relating to the Plan or such Grant Agreements, and the rights of any and all persons having or claiming to have any interest herein or hereunder, shall be determined exclusively in accordance with applicable federal laws and the laws of the State of Maryland, without regard to its conflict of laws principles.

(i) *Effective Date; Termination Date.* The Plan became effective as of May 19, 2004, upon approval of the Company's stockholders at the 2004 Annual Meeting of Stockholders, and has been amended and restated as set forth herein effective as of April 27, 2005. No Award shall be granted under the Plan after the close of business on March 10, 2014. Subject to other applicable provisions of the Plan, all Awards made under the Plan prior to such termination of the Plan shall remain in effect until such Awards have been satisfied or terminated in accordance with the Plan and the terms of such Awards.

(j) *Compliance with Securities Laws; Listing and Registration.* If at any time the Committee determines that the delivery of Common Stock under the Plan is or may be unlawful under the laws of any applicable jurisdiction, or federal, state or foreign securities laws, the right to exercise an Award or receive shares of Common Stock pursuant to an Award shall be suspended until the Committee determines that such delivery is lawful. The Company shall have no obligation to effect any registration or qualification of the Common Stock under federal, state or foreign laws.

(k) *Effect on 1997 Stock Option Plan.* The Company's 1997 Stock Option Plan shall remain in full force and effect on and after this Plan's effective date; provided, however, that on and after the date this Plan becomes effective, no further stock option grants to Directors shall be made under the Company's 1997 Stock Option Plan pursuant to the provisions for automatic grants of such options set forth therein, and any non-discretionary grants of Awards instead will be made pursuant to Section 6(a)(2) of this Plan.

FTI CONSULTING, INC.
NON-EMPLOYEE DIRECTOR COMPENSATION PLAN

1. Establishment and Objectives of the Plan

FTI Consulting, Inc., a Maryland corporation ("*FTI*" or the "*Company*"), hereby establishes this FTI Consulting, Inc. Non-Employee Director Compensation Plan (the "*Plan*"), effective as of April 27, 2005, for the benefit of Non-Employee Directors of FTI. The Plan serves as an amendment and replacement of the compensation arrangements in effect prior to April 27, 2005, for Non-Employee Directors. The Plan is established as a sub-plan of the FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as amended, the terms of which are incorporated into the Plan for all relevant purposes, and all equity-based awards made pursuant to the Plan shall be issued under the FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as amended, or any successor plan. The Plan is intended to advance the interests of the Company by providing the Company an advantage in attracting and retaining Non-Employee Directors and by providing the Non-Employee Directors with additional incentive to serve the Company by increasing their proprietary interest in the success of the Company.

2. Definitions

As used in the Plan, the following definitions apply to the terms indicated below. Any words that appear in the Plan with initial capitalized letters that are not defined below shall have the meaning ascribed thereto under the LTIP.

(a) "Account" means a bookkeeping reserve account to which Stock Units and Restricted Stock Units are credited on behalf of Non-Employee Directors.

(b) "Affiliate" means any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with, the Company (including, but not limited to, joint ventures, limited liability companies, and partnerships), as determined by the Committee.

(c) "Award" means a share of Restricted Stock, a Restricted Stock Unit, a Stock Unit, or an Option granted under this Plan.

(d) "Annual Retainer" means the retainer fee established by the Board in accordance with Section 4.1 and payable to a Non-Employee Director for services performed as a member of the Board of Directors.

(e) "Annual Retainer Payment Date" means the date on which the Annual Retainer becomes payable in accordance with Section 4.2, without regard to any Deferral Election respecting such Annual Retainer.

(f) "Board" or "Board of Directors" means the Board of Directors of the Company.

(g) "Change in Control" shall have the meaning ascribed thereto under the LTIP.

- (h) "Change in Control Event" shall have the meaning ascribed thereto under Code section 409A(a)(2)(A)(v) with respect to a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company.
- (i) "Code" means the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.
- (j) "Committee" means the Committee under the LTIP.
- (k) "Common Stock" means the Company's common stock, par value \$.01 per share.
- (l) "Company" means FTI Consulting, Inc., a Maryland corporation.
- (m) "Cyclical Equity Grant" means the grant of an Award to an Eligible Director pursuant to Section 5.
- (n) "Cyclical Equity Grant Election" means a written election made in accordance with the provisions of Section 6 regarding the form of Award to be issued under the applicable Cyclical Equity Grant.
- (o) "Deferral Election" means a written election made in accordance with the provisions of Section 6 to defer receipt of the Non-Employee Director's Annual Retainer until his or her Termination Date.
- (p) "Disability" means the director's inability to perform his or her services on the Board by reason of any medically determinable physical or mental impairment that is expected to result in death or last for a continuous period of not less than twelve months.
- (q) "Effective Date" means April 27, 2005.
- (r) "Eligible Director" means a person who is elected, appointed or otherwise first becomes a Non-Employee Director on or after the Effective Date and each Incumbent Director on and after his Existing Option Maturity Date; provided that in each such case the person is serving as a director on the Board at the relevant time.
- (s) "Elections" means, collectively, a Non-Employee Director's Deferral Election or Option Election, as applicable, and Cyclical Equity Grant Election.
- (t) "Exchange Act" means the Securities Exchange Act of 1934, as amended.
- (u) "Existing Option Maturity Date" means the date the Incumbent Director would have been eligible to receive his next cyclical stock option award under the compensation arrangements in effect prior to April 27, 2005, for Non-Employee Directors.
- (v) "Fair Market Value" means, with respect to a share of the Common Stock on the relevant date, the closing price, regular way, reported on the New York Stock Exchange or if no sales of the Common Stock are reported on the New York Stock Exchange for that date, the

closing price for the last previous day for which sales were reported on the New York Stock Exchange. If the Common Stock is no longer listed on the New York Stock Exchange, the Committee may designate such other exchange, market or source of data as it deems appropriate for determining such value for the purposes of the Plan. For all purposes under the Plan, the term “*relevant date*” as used in this definition of Fair Market Value means the date as of which Fair Market Value is to be determined.

(w) “Incumbent Director” means a person serving as a Non-Employee Director on the Effective Date.

(x) “LTIP” means the FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as amended and restated effective April 27, 2005, and as amended from time to time, or any successor or substitute plan.

(y) “New Director” means a person who (i) is first elected or appointed as a Non-Employee Director on or after the Effective Date or (ii) first becomes a Non-Employee Director on or after the Effective Date.

(z) “Non-Employee Director” means a member of the Board who, at the time of his or her service, is not an employee of the Company or any Affiliate.

(aa) “Option” means a nonstatutory option to purchase one share of Common Stock.

(bb) “Option Election” means a written election made in accordance with the provisions of Section 6 to receive payment of the Non-Employee Director’s Annual Retainer in the form of Options in lieu of cash.

(cc) “Plan” means this FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended from time to time.

(dd) “Plan Administrator” means the Board or the Committee, as the case may be.

(ee) “Plan Year” shall be the twelve-month period coinciding with the calendar year.

(ff) “Restricted Stock” means a share of Common Stock that is granted pursuant to the terms of Section 5.2(c).

(gg) “Restricted Stock Unit” means the Company’s unfunded promise, granted pursuant to the terms of Section 5.2(d), to deliver one share of Common Stock upon a specified future event.

(hh) “Securities Act” means the Securities Act of 1933, as amended.

(ii) “Stock Unit” means the Company’s unfunded promise, granted pursuant to the terms of Section 4.3 or Section 8 and that is not subject to forfeiture, to deliver one share of Common Stock upon a specified future event.

(jj) "Termination Date" means the date on which a Non-Employee Director ceases to serve as a member of the Board.

3. Administration of the Plan

Except as otherwise provided herein, the Plan shall be administered by the Board. The Board shall have full authority to administer the Plan, including authority to interpret and construe any provision of the Plan and the terms of any Award granted under it and to adopt such rules and regulations for administering the Plan as it may deem necessary. Decisions of the Board shall be final and binding on all parties. The Board shall be the named fiduciary for purposes of the claims procedure set forth in Section 16. Notwithstanding the above, the selection of Non-Employee Directors to whom Awards are to be granted, the number of shares of Restricted Stock granted or the number of shares subject to any Stock Unit, Restricted Stock Unit or Option, the exercise price of any Option, the ten-year maximum term of any Option, and the vesting period for shares of any Awards shall be as provided in this Plan.

4. Annual Retainer

4.1 *Amount of Annual Retainer.* Each Non-Employee Director who is an Eligible Director will be entitled to receive an Annual Retainer, in accordance with Section 4.2, in the amount determined from time to time by the Board. Until changed by resolution of the Board of Directors, the Annual Retainer will be, or have a value equivalent to: \$50,000 for each Non-Employee Director who does not serve as a chair of a committee of the Board; \$55,000 for the Non-Employee Directors who serve as the chair of the Compensation Committee of the Board or of the Nominating and Corporate Governance Committee of the Board; and \$60,000 for the Non-Employee Director who serves as the chair of the Audit Committee of the Board.

4.2 *Commencement, Timing and Manner of Annual Retainer Payment.*

(a) On the date that an individual first becomes a New Director, and on each anniversary of such date thereafter, provided that the individual is then an Eligible Director, he shall be paid an Annual Retainer.

(b) On an Incumbent Director's Existing Option Maturity Date and on each anniversary of such date thereafter, provided that the individual is then an Eligible Director, he shall be paid an Annual Retainer.

(c) Each Annual Retainer payment shall be payable, in advance, for the twelve-month period following the Annual Retainer Payment Date, but shall not be pro-rated nor shall any amount thereof be refundable to the Company in the event that the Non-Employee Director's Termination Date occurs before the expiration of the twelve-month period for which such Annual Retainer was paid.

(d) Except as otherwise elected pursuant to Section 4.3 or 4.4 below, the Annual Retainer shall be paid in cash to the Eligible Director.

4.3 Election to Defer Receipt of Annual Retainer. Each Eligible Director is permitted, in accordance with the election provisions set forth in Section 6, to defer receipt of the Annual Retainer payable for any twelve-month period until the Non-Employee Director's Termination Date (a "*Deferral Election*"). For each Plan Year with respect to which an Eligible Director has a valid Deferral Election in force and provided that sufficient shares are then available for award under the LTIP, the Eligible Director shall be awarded, on each Annual Retainer Payment Date, a number of Stock Units equal to the quotient, rounded down to the nearest whole share, obtained by dividing the amount of the Annual Retainer by the Fair Market Value of one share of Common Stock on the applicable Annual Retainer Payment Date. Such Stock Units will be credited to the Eligible Director's Account as of the applicable Annual Retainer Payment Date. Stock Units will be settled in shares of Common Stock upon or as soon as practicable following the Non-Employee Director's Termination Date. Upon settlement, the Company shall issue to the director, or the director's estate as applicable, a number of shares of Common Stock equal to the number of Stock Units then credited to the director's Account. The crediting of Stock Units to the Eligible Director's Account shall not entitle the director to voting or other rights as a stockholder until shares of Common Stock are issued upon settlement, but shall entitle the director to receive dividend equivalents under Section 8. Stock Units will be evidenced by an agreement, in a form approved by the Plan Administrator, which shall be subject to the terms and conditions of the Plan and the LTIP.

4.4 Election to Receive Annual Retainer Payment in the Form of Options. Each Eligible Director is permitted, in accordance with the election provisions set forth in Section 6, to elect to receive payment of the Annual Retainer payable for any twelve-month period in the form of Options rather than in cash (an "*Option Election*"). For each Plan Year with respect to which an Eligible Director has a valid Option Election in force and provided that sufficient shares are then available for award under the LTIP, the Eligible Director shall be awarded, on each Annual Retainer Payment Date, Options having a value on the grant date equivalent to the Annual Retainer amount then due. The number of Options to be awarded will be determined in good faith by the Plan Administrator using the option valuation model and assumptions thereunder as set forth in the financial statements of the Company then most recently filed with the Securities and Exchange Commission. All such Options shall (i) expire, to the extent not sooner exercised or terminated, on the tenth anniversary of the date of grant; (ii) have an exercise price per share equal to the Fair Market Value of one share of Common Stock of the Company on the date of grant; (iii) be at all times during the Options' term fully vested and exercisable; and (iv) provide for payment of the exercise price via cash, check, tender of shares of Common Stock, or any combination thereof. Options will be evidenced by an agreement, in a form approved by the Plan Administrator, which shall be subject to the terms and conditions of the Plan and the LTIP.

5. Equity-Based Compensation Component

5.1 Commencement and Timing of Cyclical Equity Grant

(a) On the date that an individual first becomes a New Director, and on every third anniversary of such date thereafter, provided that the individual is then an Eligible Director, he shall be awarded a Cyclical Equity Grant if there are then sufficient shares available for award under the LTIP.

(b) On an Incumbent Director's Existing Option Maturity Date and on every third anniversary of such date thereafter, provided that the individual is then an Eligible Director, he shall be awarded a Cyclical Equity Grant if there are then sufficient shares available for award under the LTIP.

5.2 Amount and Form of Cyclical Equity Grant

(a) Until changed by resolution of the Board of Directors, the amount of each Cyclical Equity Grant shall be, depending upon the form of Award elected by the Non-Employee Director in accordance with the election provisions set forth in Section 6 (a "*Cyclical Equity Grant Election*"), (i) 75,000 Options, (ii) 37,500 shares of Restricted Stock, or (iii) 37,500 Restricted Stock Units. In the absence of a valid Cyclical Equity Grant Election, the Cyclical Equity Grant shall be awarded in the form of Options.

(b) All Options granted as Cyclical Equity Grants shall (i) expire, to the extent not sooner exercised, terminated or forfeited, on the tenth anniversary of the date of grant; (ii) have an exercise price per share equal to the Fair Market Value of one share of Common Stock on the date of grant; (iii) be subject to the vesting provisions set forth in Section 7; and (iv) provide for payment of the exercise price via cash, check, tender of shares of Common Stock, or any combination thereof. Any such Options that are unvested as of the Non-Employee Director's Termination Date, after giving effect to Section 7(e), shall expire on such Termination Date, but the vested Options shall remain exercisable thereafter for the remainder of their ten-year term. Options will be evidenced by an agreement, in a form approved by the Plan Administrator, which shall be subject to the terms and conditions of the Plan and the LTIP.

(c) All shares of Restricted Stock granted as Cyclical Equity Grants shall (i) be subject to the vesting provisions set forth in Section 7; (ii) until vested, be nontransferable and not subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment, or in any other manner made subject to a hedge transaction or puts and calls; and (iii) entitle the holder to all the rights of a stockholder, including voting and rights to receive dividends and distributions with respect to such shares, but shall be subject to transfer restrictions until vested. All shares of Restricted Stock that are unvested as of the Non-Employee Director's Termination Date, after giving effect to Section 7(e), shall be forfeited to the Company for no consideration on such Termination Date. The Non-Employee Director will be reflected on the Company's books as the owner of record of the shares of Restricted Stock as of the date of grant. The Company will hold the share certificates for safekeeping, or otherwise retain the shares in uncertificated book entry form, until the shares of Restricted Stock become vested and nonforfeitable. Any such share certificates shall bear an appropriate legend regarding nontransferability of the shares until vesting. All regular cash dividends on the shares of Restricted Stock held by the Company will be paid directly to the Non-Employee Director on the applicable dividend payment dates. As soon as practicable after vesting of the shares of Restricted Stock, the Company will deliver a share certificate to the Non-Employee Director, or deliver shares electronically or in certificate form to the Non-Employee

Director's designated broker on the director's behalf, for such vested shares. Restricted Stock Awards will be evidenced by an agreement, in a form approved by the Plan Administrator, which shall be subject to the terms and conditions of the Plan and the LTIP.

(d) All Restricted Stock Units granted as Cyclical Equity Grants shall (i) be subject to the vesting provisions set forth in Section 7; (ii) be nontransferable and not subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment, or in any other manner made subject to a hedge transaction or puts and calls; and (iii) be settled in shares of Common Stock, to the extent vested, upon the Non-Employee Director's Termination Date. All Restricted Stock Units that are unvested as of the Non-Employee Director's Termination Date, after giving effect to Section 7(e), shall be forfeited to the Company for no consideration on such Termination Date. Upon settlement, the Company shall issue to the director, or the director's estate as applicable, a number of shares of Common Stock equal to the number of vested units then credited to the director's Account. The grant of a Restricted Stock Unit shall not entitle the director to voting or other rights as a stockholder until shares of Common Stock are issued to the holder upon settlement, but shall entitle the director to receive dividend equivalents under Section 8. Restricted Stock Units will be evidenced by an agreement, in a form approved by the Plan Administrator, which shall be subject to the terms and conditions of the Plan and the LTIP.

6. Elections

6.1 *Types of Elections.* Each Non-Employee Director shall be permitted to make (i) for each Plan Year with respect to the Annual Retainer payable therein, either a Deferral Election pursuant to Section 4.3 or an Option Election pursuant to Section 4.4, and (ii) for each Cyclical Equity Grant, a Cyclical Equity Grant Election pursuant to Section 5.2 (collectively, the "Elections"). An Eligible Director's Elections shall apply to all, but not less than all, of the Annual Retainer payable for a Plan Year and to all, but not less than all, of the applicable Cyclical Equity Grant.

6.2 *Election Rules.* Elections shall be made by filing with the Secretary of the Company a written notice substantially in the form attached hereto as Exhibit A in accordance with the following rules:

(a) Elections by an Incumbent Director whose Existing Option Maturity Date is in 2005 must be made within 30 days after the Effective Date.

(b) Elections by an Incumbent Director whose Existing Option Maturity Date is after December 31, 2005, must be made by December 1st of the calendar year preceding the calendar year in which the Existing Option Maturity Date falls.

(c) Elections by a New Director must be made within 30 days after the individual first becomes a New Director and shall be applicable prospectively only. An individual who anticipates becoming a New Director may file his or her Elections in

advance of becoming a New Director and any such Elections, if made before the date the individual becomes a New Director, shall apply to the Annual Retainer and Cyclical Equity Grant that is due on the date the individual becomes an Eligible Director.

(d) Elections may not be revoked or modified with respect to the Annual Retainer payable, or the Cyclical Equity Grant to be awarded, during any Plan Year for which the Elections are effective. Elections will remain in effect from year to year unless modified prospectively by the Non-Employee Director for a subsequent Plan Year. Modifications to a Non-Employee Director's current Elections for any subsequent Plan Year may be made by filing a new Election Form by December 1st of the year preceding the Plan Year for which the modified Elections are to become effective.

(e) Once deferred pursuant to an effective Deferral Election, an Annual Retainer payment may not be distributed to a Non-Employee Director earlier than his or her Termination Date.

6.3 *Default Elections.* If an Eligible Director does not have a valid Deferral Election or Option Election in effect at the relevant time, his Annual Retainer will be paid in cash. If an Eligible Director does not have a valid Cyclical Equity Grant Election in effect at the relevant time, his Cyclical Equity Grant shall be made in Options.

7. *Vesting*

All Options, Restricted Stock Units and shares of Restricted Stock granted pursuant to Section 5 shall be subject to the following vesting provisions:

(a) Options, Restricted Stock Units and shares of Restricted Stock granted pursuant to Section 5 shall be unvested, unexercisable and subject to risk of forfeiture on the date of grant.

(b) Options granted pursuant to Section 5 shall become vested, exercisable and no longer subject to risk of forfeiture as to one-twelfth (1/12th) of the underlying shares of Common Stock three months after the date of grant, and as to an additional one-twelfth (1/12th) on such date every third month thereafter through the third anniversary of the date of grant, provided that the holder of the Option is a Non-Employee Director on the applicable vesting date.

(c) Restricted Stock Units shall become vested and no longer subject to risk of forfeiture as to one-twelfth (1/12th) of the underlying shares of Common Stock three months after the date of grant, and as to an additional one-twelfth (1/12th) on such date every third month thereafter through the third anniversary of the date of grant, provided that the person to whose Account such units are credited is a Non-Employee Director on the applicable vesting date.

(d) Shares of Restricted Stock shall become vested, no longer subject to risk of forfeiture and no longer subject to restrictions on transfer, as to one-twelfth (1/12th) of the shares three months after the date of grant, and as to an additional one-twelfth (1/12th) on such date every third month thereafter through the third anniversary of the date of grant, provided that the holder of the shares is a Non-Employee Director on the applicable vesting date.

(e) To the extent not sooner vested, all outstanding Awards shall become fully vested, exercisable and nonforfeitable, and all applicable restrictions on transfer shall cease, upon the earliest of (i) the Non-Employee Director's death, (ii) the Non-Employee Director's Disability, or (iii) immediately before the occurrence of a Change in Control.

8. *Dividend Equivalents*

If the Company declares a cash dividend payable to the holders of its Common Stock generally, then, on the payment date of the dividend, each Non-Employee Director will be credited with dividend equivalents, in the form of additional Stock Units, equal to the quotient, rounded down to the nearest whole share, determined by dividing (i) the product of (A) the amount of cash dividend per share of Common Stock multiplied by (B) the number of whole Stock Units and whole Restricted Stock Units credited to the Non-Employee Director's Account as of the record date, by (ii) the Fair Market Value of a share of Common Stock on the payment date of the dividend. No adjustments for dividends shall be made to any Option granted under the Plan if the record date of any dividend is prior to the date of issuance of the shares of Common Stock purchased pursuant to exercise of the Option.

9. *Adjustments for Corporate Transactions and Other Events*

9.1 *Changes in Capital Structure.* In the event of a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, (A) the number of shares of such Common Stock as to which prospective Cyclical Equity Grants shall be granted under this Plan, and (B) the number of shares covered by and the exercise price and other terms of outstanding Awards, shall, without further action of the Board, be adjusted to reflect such event unless the Board, in its sole discretion, determines, at the time it approves such stock dividend, stock split or reverse stock split, that no such adjustment shall be made with respect to any or all particular Awards. The Plan Administrator may make adjustments, in its discretion, to address the treatment of fractional shares and fractional cents that arise with respect to outstanding Awards as a result of the stock dividend, stock split or reverse stock split.

9.2 *Other Transactions Affecting the Common Stock.* The terms and conditions of this Plan and any applicable Award agreement, including without limitation the vesting provisions of Section 7, will apply with equal force to any additional and/or substitute securities or other property (including cash) received by a Non-Employee Director in exchange for, or by virtue of his holding or having been credited with, an Award, whether such additional and/or substitute securities or other property are received as a result of any spin-off, stock split-up, stock dividend, stock distribution, other reclassification of the Common Stock of the Company, share exchange, or similar event, except as otherwise determined by the Board.

9.3 *Change in Control Transactions.* In the event of any transaction resulting in a Change in Control (as defined in the LTIP) of the Company, outstanding Options will terminate

upon the effective time of such Change in Control unless provision is made in connection with the transaction for the continuation or assumption of such Options by, or for the substitution of equivalent options of, the surviving or successor entity or a parent thereof. In the event of such termination, the holders of outstanding Options under the Plan will be permitted, immediately before the Change in Control, to exercise the Options to the extent not previously exercised. Notwithstanding anything in the Plan or an Award agreement to the contrary, upon the occurrence of a Change in Control Event, all Stock Units and Restricted Stock Units then credited to the Accounts of Non-Employee Directors will be settled and paid out to such Non-Employee Directors, on or as soon as practicable after the occurrence of the Change in Control Event, in accordance with the provisions of Code section 409A.

9.4 *Unusual or Nonrecurring Events.* The Board is authorized to make, in its discretion and without the consent of holders of Awards, adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events affecting the Company, or the financial statements of the Company or any Affiliate, or of changes in applicable laws, regulations, or accounting principles, whenever the Board 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.

10. *Compliance With Other Laws and Regulations*

The Plan, the grant of Awards, and the obligation of the Company to issue and deliver shares of Common Stock upon vesting of shares of Restricted Stock or upon exercise of Options shall be subject to all applicable federal and state laws, rules, and regulations and to such approvals by such governmental or regulatory agency or national securities exchange as may be required. The Company shall not be required to issue any shares upon vesting of shares of Restricted Stock or upon exercise of any Option if the issuance of such shares shall constitute a violation by the Non-Employee Director or the Company of any provisions of any law or regulation of any governmental authority or national securities exchange. Each Award granted under this Plan shall be subject to the requirement that, if at any time the Plan Administrator shall determine that (a) the listing, registration or qualification of the shares subject thereto on any securities exchange or trading market or under any state or federal law of the United States or of any other country or governmental subdivision thereof, (b) the consent or approval of any governmental regulatory body, or (c) the making of investment or other representations are necessary or desirable in connection with the issue or purchase of shares subject thereto, no shares of Common Stock may be issued upon grant, vesting, or exercise of any Award unless such listing, registration, qualification, consent, approval or representation shall have been effected or obtained, free of any conditions not acceptable to the Plan Administrator. Any determination in this connection by the Plan Administrator shall be final, binding, and conclusive.

11. *Insufficient Shares*

If there are insufficient shares available under the LTIP to make an Award pursuant to this Plan on the date the Award is to be made, the Award will not be made, and the Board shall determine in its discretion what, if any, compensation shall be paid to the Non-Employee Director in lieu of such Award.

12. *Modification and Termination*

The Board may at any time and from time to time, alter, amend, modify or terminate the Plan in whole or in part.

13. *Successors*

All obligations of the Company under the Plan will be binding on any successor to the Company, whether the existence of the successor is the result of a direct or indirect purchase of all or substantially all of the business and/or assets of the Company, or a merger, consolidation, or otherwise.

14. *Reservation of Rights*

Nothing in this Plan or in any award agreement granted hereunder will be construed to limit in any way the Board's right to remove a Non-Employee Director from the Board of Directors.

15. *Legal Construction*

15.1 *Gender and Number.* Except where otherwise indicated by the context, any masculine term used herein will also include the feminine; the plural will include the singular and the singular will include the plural.

15.2 *Requirements of Law.* The issuance of payments under the Plan will be subject to all applicable laws, rules, and regulations.

15.3 *Tax Law Compliance.* To the extent any provision of the Plan or action by the Board or Plan Administrator would subject any Non-Employee Director to liability for interest or additional taxes under Code section 409A, it will be deemed null and void, to the extent permitted by law and deemed advisable by the Board. It is intended that the Plan and all Awards granted thereunder will comply with Section 409A of the Code and any regulations and guidelines issued thereunder, and the Plan and all Award agreements shall be interpreted and construed on a basis consistent with such intent. The Plan and all Award agreements may be amended in any respect deemed necessary (including retroactively) by the Board in order to preserve compliance with Section 409A of the Code.

15.4 *Unfunded Status of the Plan.* The Plan is intended to constitute and at all times shall be interpreted and administered so as to qualify as an unfunded deferred compensation plan for a select group of management under the Employee Retirement Income Security Act of 1974, as amended. To the extent that any Non-Employee Director or other person acquires a right to receive payments from the Company pursuant to the Plan or any Award made under the Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

15.5 *Governing Law.* The validity, construction and effect of the Plan, of Award agreements entered into pursuant to the Plan, and of any rules, regulations, determinations or decisions made by the Plan Administrator relating to the Plan or such Award agreements, and the rights of any and all persons having or claiming to have any interest herein or hereunder, shall be determined exclusively in accordance with applicable federal laws and the laws of the State of Maryland, without regard to its conflict of laws principles.

15.6 *Nontransferability.* A Non-Employee Director's Account may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. All rights with respect to an Account and other Awards will be available during the Non-Employee Director's lifetime only to the Non-Employee Director or the Non-Employee Director's guardian or legal representative. The Board of Directors may, in its discretion, require a Non-Employee Director's guardian or legal representative to supply it with evidence the Board of Directors deems necessary to establish the authority of the guardian or legal representative to act on behalf of the Non-Employee Director.

16. *Claims Procedure*

16.1 *Initial Claims.* In the event that a dispute arises over any payment or Award under this Plan and the payment or Award is not paid or delivered to the Non-Employee Director (or to the Non-Employee Director's estate in the case of the Non-Employee Director's death), the claimant of such payment or Award must file a written claim with the Plan Administrator within 60 days from the date payment or delivery is refused. The Plan Administrator shall review the written claim and, if the claim is denied in whole or in part, shall provide, in writing and within 90 days of receipt of such claim, the specific reasons for such denial and reference to the provisions of this Plan or the LTIP upon which the denial is based and any additional material or information necessary to perfect the claim. Such written notice shall further indicate the steps to be taken by the claimant if a further review of the claim denial is desired.

16.2 *Appeals.* If the claimant desires a second review, he or she shall notify the Plan Administrator in writing within 60 days of the first claim denial. The claimant may review the Plan, the LTIP or any documents relating thereto and submit any written issues and comments he or she may feel appropriate. In its discretion, the Plan Administrator shall then review the second claim and provide a written decision within 60 days of receipt of such claim. This decision shall likewise state the specific reasons for the decision and shall include reference to specific provisions of the Plan or LTIP upon which the decision is based.

* * * * *

ELECTION FORM
FOR THE
FTI CONSULTING, INC.
NON-EMPLOYEE DIRECTOR COMPENSATION PLAN

The following elections are being made by the individual whose signature appears below and shall become effective in accordance with Section 6 of the FTI Consulting, Inc. Non-Employee Director Compensation Plan (the “Plan”) and shall remain in effect from year to year until modified in accordance with the provisions of such Section 6.

I. ANNUAL RETAINER ELECTION (*select one*)

- I wish to receive payment of my Annual Retainer in cash upon each Annual Retainer Payment Date.
- I wish to defer receipt of payment of my Annual Retainer until my Termination Date.
- I wish to receive payment of my Annual Retainer in the form of Options.

II. CYCLICAL EQUITY GRANT ELECTION (*select one*)

- I wish to receive my Cyclical Equity Grant in the form of Options.
- I wish to receive my Cyclical Equity Grant in the form of Restricted Stock.
- I wish to receive my Cyclical Equity Grant in the form of Restricted Stock Units.

I acknowledge having received a copy of the Plan and that I understand its terms and provisions, including the provisions regarding irrevocability of these elections except for prospective modifications that may be made for subsequent Plan Years in accordance with the rules set forth in Section 6.2 of the Plan.

Date

Signature

Received by FTI Consulting, Inc.

By: _____

Date: _____

- Optionee's Copy
 Company's Copy

**FTI CONSULTING, INC. NON-EMPLOYEE DIRECTOR COMPENSATION PLAN
 STOCK OPTION AGREEMENT**

To [_____] ("**Optionee**”):

FTI Consulting, Inc. (the "**Company**") has granted (the "**Award**") you an option (the "**Option**") under the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended from time to time (the "**Plan**"), to purchase [_____] shares of the common stock, \$0.01 par value ("**Common Stock**") of the Company (the "**Shares**"), at \$[_____] per share (the "**Exercise Price**"). The effective date of grant is [_____, 20__] (the "**Grant Date**").

This agreement (the "**Agreement**") evidences the grant of the Option, which is subject in all respects to the applicable provisions of the Plan and the FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated Effective April 27, 2005, as further amended from time to time (the "**LTIP**"). This Agreement incorporates the Plan and the LTIP by reference and specifies other applicable terms and conditions of your Option. Copies of the Plan, the Supplemental Prospectus for the Plan, as amended from time to time (the "**Supplemental Prospectus**"), the LTIP and the Prospectus for the LTIP, as amended from time to time (the "**LTIP Prospectus**"), are attached. You may request additional copies of the Plan, the Supplemental Prospectus, the LTIP or the LTIP Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 900 Bestgate Road, Suite 100, Annapolis, Maryland 21401 (Phone: (410) 224-8770). You also may request from the Secretary of the Company copies of the other documents that make up a part of the LTIP Prospectus (described more fully at the end of the LTIP Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally. This Agreement and the Award of the Option for the Shares are made pursuant to either Section 4.4 or Section 5.2 of the Plan.

All terms not defined by this Agreement have the meanings given in the Plan or the LTIP, as applicable. The Option is not intended to be an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and this Agreement shall be so construed.

In addition to the terms, conditions, and restrictions set forth in the Plan, the following terms, conditions, and restrictions apply to the Option:

(1) Vesting and termination of the Option.

- a. Except as provided otherwise in this Agreement, you may exercise the Option to purchase Shares in accordance with the provisions marked with an below:
- i. The Option shall be fully vested and exercisable as to one hundred percent (100%) of the Shares as of the Grant Date.
 - ii. The Option shall be unvested and unexercisable as of the Grant Date. The Option shall become vested and exercisable as to one-twelfth (1/12th) of the Shares three months after the Grant Date, and as to an additional one-twelfth (1/12th) of the

Shares on such date every third month thereafter through the three-year anniversary of the Grant Date, provided that you are a Non-Employee Director on the applicable vesting date.

- b. The Option will expire at 5:00 p.m. Eastern Time on [_____, 20__].
 - c. The Option will become exercisable in full immediately before the occurrence of a Change in Control, as defined in the LTIP.
 - d. The Option will become vested and exercisable in full upon your death or Disability (as hereafter defined). For purposes of this Agreement, “**Disability**” means the inability to perform services on the Board by reason of any medically determinable physical or mental impairment that is expected to result in death or last for a continuous period of not less than twelve months. The “Committee” (which for purposes of this Agreement means the Board or the Committee as defined under the LTIP, as applicable) may require such proof of Disability as the Committee in its sole discretion deems appropriate and the Committee’s good faith determination as to whether and when you are totally and permanently disabled will be final and binding on all parties concerned.
 - e. You may exercise the Option only in multiples of whole Shares and may not exercise the Option as to fewer than one hundred shares (unless the Option is then exercisable for fewer than one hundred Shares) at any one time. At the time of exercise, the Company will round down any fractional shares but will not make any cash or other payments in settlement of fractional shares eliminated by rounding.
- (2) Subject to this Agreement, the Plan and the LTIP, you may exercise the Option only by notice to the Company, in such form and manner as the Committee may require, on or before the Option’s expiration date or earlier forfeiture. Each such notice must:
- a. state the election to exercise the Option and the number of Shares with respect to which it is being exercised;
 - b. contain such representations as the Company may require; and
 - c. be accompanied by full payment of the Exercise Price payable for the Shares or properly executed, irrevocable instructions, in such manner and form as the Committee may require, to effectuate a broker-assisted cashless exercise through a brokerage firm acceptable to the Committee. The Exercise Price may be paid to the Company via cash, check, money order or wire transfer, and subject to such limits as the Committee may impose from time to time, tender (via actual delivery or attestation) of other shares of the Company’s Common Stock previously owned by you.
- For all purposes of the Plan, the date of exercise will be the date on which you have delivered the notice and any required payment (or, in the case of a broker-assisted cashless exercise, irrevocable broker instructions acceptable to the Committee) to the Company.
- (3) You will forfeit any unvested portions of the Option, after giving effect to the provisions of Paragraph (1) above, upon the date on which you cease to serve as a Non-Employee Director of the Board, but the vested portions of the Option will remain exercisable for the remainder of its term.

- (4) As soon as practicable after exercise of the Option, the Company will deliver a share certificate to you, or deliver Shares electronically or in certificate form to your designated broker on your behalf, for the Shares issued upon exercise. Any share certificates delivered or Shares delivered electronically will, unless the Shares are registered and such registration is in effect, or an exemption from registration is available, under applicable federal and state law, bear a legend (or electronic notation) restricting transferability of such Shares.
- (5) The Company may postpone the issuance and delivery of any Shares for so long as the Company determines to be necessary or advisable to satisfy the following:
 - a. the completion or amendment of any registration of the Shares or satisfaction of any exemption from registration under any securities law, rule, or regulation;
 - b. compliance with any requests for representations; and
 - c. receipt of proof satisfactory to the Company that a person seeking to exercise the Option after your death is authorized and entitled to exercise the Option.
- (6) You may not exercise the Option if the issuance of the Shares upon such exercise would violate any applicable federal securities laws or other laws or regulations.
- (7) This Agreement, the Plan and the LTIP contain the entire agreement between you and the Company with respect to the Option.
- (8) You understand and agree that you will not be deemed for any purpose to be a stockholder of the Company with respect to any of the Shares unless and until they have been issued to you after your exercise of this Option and payment for the Shares.
- (9) This Option cannot be assigned, transferred, pledged, hypothecated, or disposed of in any way and cannot be subject to execution, attachment or similar process; however, the Option is transferable by way of will or the laws of descent and distribution. During your lifetime, only you (or, if you are disabled, a guardian or legal representative) may exercise the Option.
- (10) You understand and agree that the existence of this Option will not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, including that of its subsidiaries, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.
- (11) The Company is not required to, and the Company will not, deduct from any compensation or any other payment of any kind due to you the amount of any federal, state, local or foreign taxes required to be paid by you in connection with the Option. You expressly acknowledge that you are solely responsible for the payment of any such federal, state, local or foreign taxes, and you may not rely on the Company for any assistance with regard to withholding or paying such taxes.

- (12) The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award, the Option or the Shares will be brought in the federal or state courts in the districts, which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.
- (13) The Committee may make various adjustments to your Option, including adjustments to the number and type of securities subject to the Option and the Exercise Price, in accordance with the terms of the Plan. In the event of any transaction resulting in a Change in Control (as defined in the LTIP) of the Company, the Option will terminate upon the effective time of such Change in Control unless provision is made in connection with the transaction for the continuation or assumption of the Option by, or for the substitution of the equivalent awards of, the surviving or successor entity or a parent thereof. In the event of such termination, you will be permitted, immediately before the Change in Control, to exercise the Option.
- (14) This Agreement may be amended from time to time by the Committee in its discretion; however, this Agreement may not be modified in a manner that would have a materially adverse affect on the Option or Shares, as determined by the Committee, except as provided in the Plan or in a written document signed by you and the Company.
- (15) Any notice that you are required to give the Company under this Agreement must be delivered to the Secretary of the Company or his or her designee at the principal executive office of the Company. Notice will be deemed to have been duly delivered when received by the Secretary or his or her designee in such form and manner as the Company finds to be acceptable.
- (16) Wherever a conflict, ambiguity or inconsistency may arise between the terms of this Agreement and the terms of the Plan or the LTIP, the terms of the Plan or the LTIP, as applicable, will control.

{Signature page follows}

Date: _____

By: _____

OPTIONEE'S ACKNOWLEDGMENT AND SIGNATURE

I acknowledge receipt of a copy of the prospectus for the Plan and the prospectus for the LTIP, attached hereto. I represent that I have read it and am familiar with the Plan's and the LTIP's terms. I accept the Option subject to all of the terms and provisions of this Agreement and of the Plan and the LTIP under which it is granted, as the Plan or the LTIP may be amended in accordance with their terms. I agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under the Plan or the LTIP with respect to the Option.

Date: _____

Signature of Optionee

Non-Employee Director Restricted Stock Agreement

- Recipient's Copy
 Company's Copy

FTI CONSULTING, INC. NON-EMPLOYEE DIRECTOR COMPENSATION PLAN

RESTRICTED STOCK AGREEMENT

To _____:

FTI Consulting, Inc., a Maryland corporation (the "**Company**"), has granted you an award (this "**Award**") of _____ restricted shares (the "**Award Shares**") of the Company's common stock, \$0.01 par value (the "**Common Stock**"), under the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended from time to time (the "**Plan**"), conditioned upon your agreement to the terms and conditions described below. The effective date of grant will be _____, 2____ (the "**Grant Date**"), subject to your promptly signing and returning a copy of this agreement (the "**Agreement**") to the Company and delivering to the Company a stock power, endorsed in blank, with respect to the Award Shares.

This Agreement evidences the Award of the Award Shares. The Award is subject in all respects to and incorporates by reference the terms and conditions of the Plan and the FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated Effective April 27, 2005, as further amended from time to time (the "**LTIP**"). By executing this Agreement, you acknowledge that you have received a copy of the Plan, the Supplemental Prospectus for the Plan, as amended from time to time (the "**Supplemental Prospectus**"), the LTIP and the Prospectus for the LTIP, as amended from time to time (the "**LTIP Prospectus**"). You may request additional copies of the Plan, the Supplemental Prospectus, the LTIP or the LTIP Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 900 Bestgate Road, Suite 100, Annapolis, Maryland 21401 (Phone: (410) 224-8770). You also may request from the Secretary of the Company copies of the other documents that make up a part of the LTIP Prospectus (described more fully at the end of the LTIP Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally. This Agreement and the Award are made in consideration of your service as a member of the Board of Directors of the Company.

1. Terminology; Conflicts. The Glossary at the end of this Agreement includes definitions of capitalized words used in this Agreement. Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any defined term in this Agreement, the Plan or the LTIP, the provisions of, first, the Plan, second, the LTIP, and lastly, this Agreement, will control in that order of priority.

2. Terms and Conditions of this Award. The following terms and conditions will apply:

(a) *Vesting.* All of the Award Shares are nonvested, nontransferable and forfeitable as of the Grant Date. The Award Shares will vest and become transferable and no longer subject to risk of forfeiture as to one-twelfth (1/12th) of the Award Shares three months after the Grant Date, and as to an additional one-twelfth (1/12th) on such date every third month thereafter through the three-year anniversary of the Grant Date, provided that you are a Non-Employee Director on the applicable vesting date.

(b) *Acceleration of Vesting.* All outstanding Award Shares will become fully vested, transferable and nonforfeitable upon the earliest of:

- i. the occurrence of a Change in Control (such vesting will be deemed to occur immediately before such Change in Control),
- ii. your death, or
- iii. your Disability.

(c) *Termination Date.* All Award Shares that are unvested as of your Termination Date, subject to the acceleration of vesting provisions herein, shall be forfeited to the Company for no consideration on such Termination Date.

3. Restrictions on Transfer. You may not sell, assign, transfer, pledge, hypothecate, encumber or dispose of in any way (whether by operation of law or otherwise) any unvested Award Shares, and unvested Award Shares may not be subject to execution, attachment or similar process. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

4. Stock Certificates.

(a) *Unvested Shares.* You are reflected as the owner of record of the Award Shares on the Company's books. The Company will hold the share certificates for safekeeping, or otherwise retain the Award Shares in uncertificated book entry form, until the Award Shares become vested and nonforfeitable, and any share certificates (or electronic delivery) representing such unvested shares will include a legend to the effect that you may not sell, assign, transfer, pledge, or hypothecate the Award Shares. You must deliver to the Company, as soon as practicable after the Grant Date, a stock power, endorsed in blank, with respect to the Award Shares. If you forfeit any Award Shares, the stock power will be used to return the certificates for the forfeited Award Shares to the Company's transfer agent for cancellation.

(b) *Vested Shares.* As soon as practicable after the Award Shares vest, the Company will deliver a share certificate to you, or deliver shares electronically or in certificate form to your designated broker on your behalf. If you are deceased at the time that a delivery of share certificates is to be made, the certificates will be delivered to your executor, administrator, or personal representative.

(c) *Legends.* Any share certificates delivered or Award Shares delivered electronically will, unless the Award Shares are registered and such registration is in effect, or an exemption from registration is available, under applicable federal and state law, bear a legend (or electronic notation) restricting transferability of such Award Shares.

(d) *Postponement of Delivery.* The Company may postpone the issuance and delivery of any Award Shares for so long as the Company determines to be necessary or advisable to satisfy the following:

- i. the completion or amendment of any registration of the Award Shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; and
- ii. compliance with any requests for representations.

5. Taxation.

(a) *Tax Withholding.* Since you are not an employee of the Company or any Affiliate, the Company is not required to, and the Company will not, deduct from any compensation or any other payment of any kind due you the amount of any federal, state, local or foreign taxes required to be paid by you as a result of the grant or vesting of the Award Shares in whole or in part. You expressly acknowledge that you are solely responsible for the payment of any such federal, state, local or foreign taxes, and you may not rely on the Company for any assistance with regard to withholding or paying such taxes.

(b) *Tax Election. You are advised to seek independent tax advice from your own advisors regarding the availability and advisability of making an election under Section 83(b) of the Internal Revenue Code of 1986, as amended.* Any such election, if made, must be made within 30 days of the Grant Date. You expressly acknowledge that you are solely responsible for filing any such Section 83(b) election with the appropriate governmental authorities, irrespective of the fact that such election is also delivered to the Company. You may not rely on the Company or any of its respective officers, directors or employees for tax or legal advice regarding this Award. You acknowledge that you have sought tax and legal advice from your own advisors regarding this Award or have voluntarily and knowingly foregone such consultation.

6. Adjustments for Corporate Transactions and Other Events.

(a) *Stock Dividend, Stock Split and Reverse Stock Split.* Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of Award Shares and the number of such Award Shares that are nonvested and forfeitable will, without further action of the Committee, be adjusted to reflect such event. The Committee may make adjustments, in its discretion, to address the treatment of fractional shares with respect to the Award Shares as a result of the stock dividend, stock split or reverse stock split. Adjustments under this Section 6 will be made by the Committee, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive. No fractional Award Shares will result from any such adjustments.

(b) *Binding Nature of Agreement.* The terms and conditions of this Agreement will apply with equal force to any additional and/or substitute securities received by you in exchange for, or by virtue of your ownership of, the Award Shares, whether as a result of any spin-off, stock split-up, stock dividend, stock distribution, other reclassification of the Common Stock of the Company, or other similar event, except as otherwise determined by the Committee. If the Award Shares are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, securities of another entity, or other property (including cash), then the rights of the Company under this Agreement will inure to the benefit of the Company's successor, and this Agreement will apply to the securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as the Award Shares.

7. Non-Guarantee of Service Relationship. Nothing in the Plan, the LTIP or this Agreement alters your service relationship with the Company or shall constitute or be evidence of any agreement or understanding, express or implied, that the Company will retain you as a member of the Board of Directors for any period of time. This Agreement is not to be construed as a contract of service relationship between the Company and you. This Agreement does not limit in any way the possibility of your removal from the Board of Directors in accordance with the By-Law provisions in effect at the relevant time, whether or not such removal results in the forfeiture of any Award Shares or any other adverse effect on your interests under the Plan.

8. Rights as Stockholder. As the owner of record of Award Shares, you are entitled to all rights of a stockholder of the Company, including the right to vote the Award Shares and the right to receive cash dividends or other distributions declared or paid with respect to nonvested and forfeitable Award Shares, but excluding the right to freely transfer the Award Shares until they become vested. All cash dividends and any other distributions paid with respect to nonvested Award Shares will be paid directly to you on the applicable dividend payment dates.

9. The Company's Rights. The existence of the Award Shares does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its subsidiaries, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

10. Entire Agreement. This Agreement, inclusive of the Plan and the LTIP incorporated into this Agreement, contains the entire agreement between you and the Company with respect to the Award Shares. Any and all existing oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement by any person with respect to the Award or the Award Shares are superseded by this Agreement and are void and ineffective for all purposes.

11. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan and the LTIP. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan or the LTIP, as applicable, will govern.

12. Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Award Shares as determined in the discretion of the Committee, except as provided in the Plan, the LTIP or in any other written document signed by you and the Company.

13. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award or the Award Shares will be brought in the federal or state courts in the districts which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.

14. Headings. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which will be deemed an original, but all of which together will constitute the same instrument.

{The Glossary follows on the next page.}

GLOSSARY

(a) “**Affiliate**” means any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with, the Company (including, but not limited to, joint ventures, limited liability companies and partnerships), as determined by the Committee.

(b) “**Board**” or “**Board of Directors**” means the Board of Directors of the Company.

(c) “**Change in Control**” means (1) the acquisition (other than from the Company) in one or more transactions by any Person of the beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of (A) the then outstanding shares of the securities of the Company, or (B) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the “**Company Voting Stock**”); (2) the closing of a sale or other conveyance of all or substantially all of the assets of the Company; or (3) the effective time of any merger, share exchange, consolidation, or other business combination involving the Company if immediately after such transaction persons who hold a majority of the outstanding voting securities entitled to vote generally in the election of directors of the surviving entity (or the entity owning 100% of such surviving entity) are not persons who, immediately prior to such transaction, held the Company Voting Stock.

(d) “**Committee**” means the “Plan Administrator” as defined under the Plan.

(e) “**Company**” means FTI Consulting, Inc., a Maryland corporation.

(f) “**Disability**” means the inability to perform services on the Board by reason of any medically determinable physical or mental impairment that is expected to result in death or last for a continuous period of not less than twelve months. The Committee may require such proof of Disability as the Committee in its sole discretion deems appropriate and the Committee’s good faith determination as to whether and when you are totally and permanently disabled will be final and binding on all parties concerned.

(g) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and any successor thereto.

(h) “**Non-Employee Director**” means a member of the Board who, at the time of his or her service, is not an employee of the Company or any Affiliate.

(i) “**Person**” means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, other than employee benefit plans sponsored or maintained by the Company or by entities controlled by the Company.

(j) “**Termination Date**” means the date on which you cease to serve as a member of the Board.

(k) “**You**”; “**Your**”. You means the recipient of the Award Shares as reflected in the first paragraph of this Agreement. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Award Shares may be transferred by will or by the laws of descent and distribution, the words “you” and “your” will be deemed to include such person.

{The signature page follows.}

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer this __ day of _____, 20__.

FTI CONSULTING, INC.

By: _____

Date: _____

The undersigned hereby acknowledges that he/she has carefully read this Agreement and agrees to be bound by all of the provisions set forth herein.

WITNESS

AWARD RECIPIENT

Date: _____

STOCK POWER

FOR VALUE RECEIVED, the undersigned, _____, hereby sells, assigns and transfers unto FTI Consulting, Inc., a Maryland corporation (the "Company"), or its successor, _____ shares of common stock, par value \$.01 per share, of the Company standing in my name on the books of the Company and its transfer agent, and hereby irrevocably constitutes and appoints _____ and _____, or any one of them, as my attorney-in-fact to transfer the said stock on the books of the Company with full power of substitution in the premises.

WITNESS:

Dated: _____

Non-Employee Director Stock Unit Agreement

 Recipient's Copy Company's Copy

FTI CONSULTING, INC. NON-EMPLOYEE DIRECTOR COMPENSATION PLAN

STOCK UNIT AGREEMENT

To _____:

FTI Consulting, Inc., a Maryland corporation (the "**Company**"), has granted you an award (this "**Award**") of _____ stock units (the "**Stock Units**") under the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended from time to time (the "**Plan**"), conditioned upon your agreement to the terms and conditions described below. Each Stock Unit represents an unfunded promise by the Company to issue to you, upon a specified future event, one share of the Company's common stock, \$0.01 par value (the "**Common Stock**"). The effective date of grant will be _____, 20__ (the "**Grant Date**"), subject to your promptly signing and returning a copy of this Agreement (as defined below) to the Company. The Award has been made in fulfillment of:

- i. your election under the Plan to defer receipt of your Annual Retainer payment that was otherwise payable in cash on the Grant Date.
- ii. your election under the Plan to receive your Cyclical Equity Grant in the form of Restricted Stock Units.

This Agreement (the "**Agreement**") evidences the Award of the Stock Units. The Award is subject in all respects to and incorporates by reference the terms and conditions of the Plan and the FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated Effective April 27, 2005, as further amended from time to time (the "**LTIP**"). By executing this Agreement, you acknowledge that you have received a copy of the Plan, the Supplemental Prospectus for the Plan, as amended from time to time (the "**Supplemental Prospectus**"), the LTIP and the Prospectus for the LTIP, as amended from time to time (the "**LTIP Prospectus**"). You may request additional copies of the Plan, the Supplemental Prospectus, the LTIP or the LTIP Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 900 Bestgate Road, Suite 100, Annapolis, Maryland 21401 (Phone: (410) 224-8770). You also may request from the Secretary of the Company copies of the other documents that make up a part of the LTIP Prospectus (described more fully at the end of the LTIP Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally. This Agreement and the Award of the Stock Units are made in consideration of your service as a member of the Board of Directors of the Company.

1. **Terminology; Conflicts.** The Glossary at the end of this Agreement includes definitions of capitalized words used in this Agreement. Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any defined term in this Agreement, the Plan or the LTIP, the provisions of, first, the Plan, second, the LTIP, and lastly, this Agreement, will control in that order of priority.

2. Terms and Conditions of this Award. The following terms and conditions will apply:

(b) *Credit to Bookkeeping Account.* The Stock Units shall be credited to a bookkeeping account maintained by the Company on your behalf (“**Account**”) as of the Grant Date. The crediting of the Stock Units to your Account will not entitle you to voting or other rights as a stockholder until shares of Common Stock are issued upon settlement, but will entitle you to receive Dividend Equivalents.

(c) *Vesting.* Your Stock Units shall be subject to the forfeiture and vesting provisions marked with an below:

- i. All of the Stock Units are fully vested and nonforfeitable as of the Grant Date.
- ii. All of the Stock Units are nonvested and forfeitable as of the Grant Date. The Stock Units will vest and no longer be subject to risk of forfeiture as to one-twelfth (1/12th) of the Stock Units three months after the Grant Date, and as to an additional one-twelfth (1/12th) on such date every third month thereafter through the three-year anniversary of the Grant Date, provided that you are a Non-Employee Director on the applicable vesting date.

(d) *Acceleration of Vesting.* All outstanding unvested Stock Units will become fully vested and nonforfeitable upon the earliest of:

- i. the occurrence of a Change in Control (such vesting will be deemed to occur immediately before such Change in Control),
- ii. your death, or
- iii. your Disability.

(e) *Settlement.*

i. *Issuance of Shares of Common Stock.* The Stock Units will be settled in shares of Common Stock upon or as soon as practicable following your Termination Date. Upon settlement, subject to Section 2(d)(iv) of this Agreement, the Company shall issue to you, or your estate as applicable, a number of shares of Common Stock equal to the number of vested Stock Units credited to your Account on your Termination Date, taking into account the provisions of Section 2(c) of this Agreement. Notwithstanding anything in the Plan or in this Agreement to the contrary, upon the occurrence of a Change in Control Event, all Stock Units then credited to your Account will be settled and paid out to you on or as soon as practicable after the occurrence of the Change in Control Event, in accordance with the provisions of Code section 409A.

ii. *Forfeiture of Unvested Stock Units.* Any Stock Units that are unvested as of your Termination Date shall be forfeited to the Company for no consideration on such Termination Date.

iii. *Registration of Shares.* The shares of Common Stock issued in settlement of the Stock Units shall be registered in your name, or, if applicable, in the names of your heirs. In the Company’s discretion, such shares may be issued either in certificated form or in uncertificated, book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require.

iv. Restrictions on Grant of Stock Units and Issuance of Shares of Common Stock. The grant of the Stock Units and issuance of shares of Common Stock upon settlement of the Stock Units will be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the Stock Units, the Company may require you to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

v. Fractional Shares. The Company will not be required to issue fractional shares of Common Stock upon settlement of the Stock Units.

(h) Dividend Equivalents. If the Company declares a cash dividend payable to the holders of its Common Stock, as of the payment date for each cash dividend, your Account will be credited with dividend equivalents in the form of additional Stock Units, which shall be fully vested and nonforfeitable when credited and shall otherwise be subject to the same terms and conditions as the Stock Units granted pursuant to this Agreement. The number of additional Stock Units credited to your Account shall be equal to the quotient, rounded down to the nearest whole share, determined by dividing (i) the product of (A) the amount of cash dividend per share of Common Stock multiplied by (B) the number of whole Stock Units credited to your Account as of the record date of the cash dividend, by (ii) the Fair Market Value of a share of Common Stock on the payment date of the dividend.

3. Restrictions on Transfer. Prior to settlement, you may not sell, assign, transfer, pledge, hypothecate, encumber or dispose of in any way (whether by operation of law or otherwise) any Stock Units, and Stock Units may not be subject to execution, attachment or similar process. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

4. Legends. The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of Common Stock issued pursuant to this Agreement. You will, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to this Agreement in your possession in order to carry out the provisions of this Section.

5. Tax Withholding. Since you are not an employee of the Company or any Affiliate, the Company is not required to, and the Company will not, deduct from any compensation or any other payment of any kind due you the amount of any federal, state, local or foreign taxes required to be paid by you as a result of the grant, vesting or settlement of the Stock Units in whole or in part. You expressly acknowledge that you are solely responsible for the payment of any such federal, state, local or foreign taxes, and you may not rely on the Company for any assistance with regard to withholding or paying such taxes.

6. Adjustments for Corporate Transactions and Other Events.

(a) Stock Dividend, Stock Split and Reverse Stock Split. Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number and class of securities subject to the Stock Units that are nonvested and forfeitable will, without further action of the Committee, be

adjusted to reflect such event. The Committee may make adjustments, in its discretion, to address the treatment of fractional shares with respect to the Stock Units as a result of the stock dividend, stock split or reverse stock split. Adjustments under this Section 6 will be made by the Committee, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive.

(b) *Binding Nature of Agreement.* The terms and conditions of this Agreement will apply with equal force to any additional and/or substitute rights to receive securities received by you in exchange for, or by virtue of your ownership of, the Stock Units, whether as a result of any spin-off, stock split-up, stock dividend, stock distribution, other reclassification of the Common Stock of the Company, or other similar event, except as otherwise determined by the Committee. If the Stock Units are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, rights to receive securities of another entity, or other property (including cash), then the rights of the Company under this Agreement will inure to the benefit of the Company's successor, and this Agreement will apply to the rights to receive securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as the Stock Units.

7. Non-Guarantee of Service Relationship. Nothing in the Plan, the LTIP or this Agreement alters your service relationship with the Company or shall constitute or be evidence of any agreement or understanding, express or implied, that the Company will retain you as a member of the Board of Directors for any period of time. This Agreement is not to be construed as a contract of service relationship between the Company and you. This Agreement does not limit in any way the possibility of your removal from the Board of Directors in accordance with the By-Law provisions in effect at the relevant time, whether or not such removal results in the forfeiture of any Award Shares or any other adverse effect on your interests under the Plan.

8. Rights as Stockholder. You shall not have any of the rights of a stockholder with respect to any shares of Common Stock that may be issued in settlement of the Stock Units until such shares of Common Stock have been issued to you upon settlement of the Stock Units. No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such certificate or certificates are issued, except as provided in Sections 2(e) and 6 of this Agreement.

9. The Company's Rights. The existence of the Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its subsidiaries, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

10. Entire Agreement. This Agreement, inclusive of the Plan and the LTIP incorporated into this Agreement, contains the entire agreement between you and the Company with respect to the Stock Units. Any and all existing oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement by any person with respect to the Award or the Stock Units are superseded by this Agreement and are void and ineffective for all purposes.

11. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan and the LTIP. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan or the LTIP, as applicable, will govern.

12. Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Stock Units as determined in the discretion of the Committee, except as provided in the Plan, the LTIP or in any other written document signed by you and the Company.

13. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award or the Stock Units will be brought in the federal or state courts in the districts which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.

14. Unfunded Status. The Stock Units and the Account to which they are credited are intended to constitute and at all times shall be interpreted and administered so as to qualify as an unfunded deferred compensation arrangement for a select group of management of the Company under the Employee Retirement Income Security Act of 1974, as amended. Your settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

15. Headings. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which will be deemed an original, but all of which together will constitute the same instrument.

{The Glossary follows on the next page.}

GLOSSARY

(a) “**Affiliate**” means any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with, the Company (including, but not limited to, joint ventures, limited liability companies and partnerships), as determined by the Committee.

(b) “**Annual Retainer**” has the meaning ascribed thereto in the Plan.

(c) “**Board**” or “**Board of Directors**” means the Board of Directors of the Company.

(d) “**Change in Control**” means (1) the acquisition (other than from the Company) in one or more transactions by any Person of the beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of (A) the then outstanding shares of the securities of the Company, or (B) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the “**Company Voting Stock**”); (2) the closing of a sale or other conveyance of all or substantially all of the assets of the Company; or (3) the effective time of any merger, share exchange, consolidation, or other business combination involving the Company if immediately after such transaction persons who hold a majority of the outstanding voting securities entitled to vote generally in the election of directors of the surviving entity (or the entity owning 100% of such surviving entity) are not persons who, immediately prior to such transaction, held the Company Voting Stock.

(e) “**Change in Control Event**” has the meaning ascribed thereto under Code section 409A(a)(2)(A)(v) with respect to a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company.

(f) “**Code**” means the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.

(g) “**Committee**” means the “Plan Administrator” as defined under the Plan.

(h) “**Company**” means FTI Consulting, Inc., a Maryland corporation.

(i) “**Cyclical Equity Grant**” has the meaning ascribed thereto in the Plan.

(j) “**Disability**” means the inability to perform services on the Board by reason of any medically determinable physical or mental impairment that is expected to result in death or last for a continuous period of not less than twelve months. The Committee may require such proof of Disability as the Committee in its sole discretion deems appropriate and the Committee’s good faith determination as to whether and when you are totally and permanently disabled will be final and binding on all parties concerned.

(k) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and any successor thereto.

(l) “**Fair Market Value**” means, with respect to a share of the Common Stock on the relevant date, the closing price, regular way, reported on the New York Stock Exchange or if no sales of the Common Stock are reported on the New York Stock Exchange for that date, the closing price for the last previous day for which sales were reported on the New York Stock Exchange. If the Common Stock is no longer listed on the New York Stock Exchange, the Committee may designate such other exchange, market or source of data as it deems appropriate for determining such value for the purposes of the Plan. For all purposes under the Plan, the term “*relevant date*” as used in this definition of Fair Market Value means the date as of which Fair Market Value is to be determined.

(m) “**Non-Employee Director**” means a member of the Board who, at the time of his or her service, is not an employee of the Company or any Affiliate.

(n) “**Person**” means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, other than employee benefit plans sponsored or maintained by the Company or by entities controlled by the Company.

(o) “**Termination Date**” means the date on which you cease to serve as a member of the Board.

(p) “**You**”; “**Your**”. You means the recipient of the Stock Units as reflected in the first paragraph of this Agreement. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Stock Units may be transferred by will or by the laws of descent and distribution, the words “you” and “your” will be deemed to include such person.

{The signature page follows.}

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer this __ day of _____, 20__.

FTI CONSULTING, INC.

By: _____

Date: _____

The undersigned hereby acknowledges that he/she has carefully read this Agreement and agrees to be bound by all of the provisions set forth herein.

WITNESS

AWARD RECIPIENT

Date: _____