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**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): June 3, 2009**

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**FTI CONSULTING, INC.**

(Exact Name of Registrant as Specified in Charter)

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**Maryland**  
(State or other jurisdiction  
of incorporation)

**001-14875**  
(Commission File Number)

**52-1261113**  
(IRS Employer  
Identification No.)

**777 South Flagler Drive, Suite 1500, West Palm Beach, Florida 33401**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code: (561) 515-1900**

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

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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 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Item 1.01 Entry into a Material Definitive Agreement**

### **FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan**

On April 8, 2009, the Board of Directors (the “Board”) of FTI Consulting, Inc. (“FTI”) approved the amendment and restatement of the FTI Consulting, Inc. Deferred Compensation Plan for Key Employees and Non-Employee Directors (the “Deferred Compensation Plan”) (to be renamed the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan (the “Omnibus Plan”)), and authorized the submission of the Omnibus Plan to stockholders for approval. The Omnibus Plan was approved by the stockholders of FTI at the 2009 Annual Meeting of Stockholders held on June 3, 2009.

The 2009 Omnibus Plan provides incentive compensation in the form of equity and equity-based awards. All employees, officers, non-employee directors and individual service providers of FTI are eligible to participate in the Omnibus Plan, although it is not anticipated that every eligible person will receive awards. The material terms of the Omnibus Plan have been described in FTI’s proxy statement filed with the Securities and Exchange Commission on April 23, 2009 (the “Proxy Statement”).

The Omnibus Plan retains all the provisions of the Deferred Compensation Plan as in effect prior to its amendment and restatement, which allows (i) employees at the senior managing director and practice group leader levels or higher or other highly compensated positions with FTI and our subsidiaries in and outside of the U.S., to voluntarily defer a portion of their annual cash bonus payments and substitute deferred stock units and (ii) FTI’s non-employee directors to elect to defer all or a portion of their annual cash and equity compensation and substitute deferred stock units or deferred restricted stock units, as applicable, in each case representing the right to receive one share of our common stock for each stock unit and restricted stock unit upon a pay-out event. Executive officers and other officers of FTI designated as officers subject to Section 16 of the Securities Exchange Act of 1934, as amended, are not eligible and will continue not to be eligible to participate in the deferral features of the Omnibus Plan.

The Omnibus Plan includes the following key modifications:

- i. adds the authority to grant incentive and non-qualified stock options and stock appreciation rights and stock-based awards, including restricted stock, unrestricted stock, performance stock, phantom stock, stock unit and restricted stock unit awards, of which an aggregate of 900,000 shares of common stock would be available for restricted and unrestricted stock awards as well as other stock-based awards, including phantom stock, performance awards, stock units, restricted stock units and performance units (“2009 Plan Awards”);
- ii. adds all employees, executive officers, non-employee directors and individual service providers of FTI and our subsidiaries and affiliates as individuals eligible to receive grants of 2009 Plan Awards in the discretion of the administrator; and

- iii. adds performance goals and annual per participant grant limitations so that certain awards granted under the 2009 Plan may qualify as “performance-based compensation” within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended.

The summary of the Omnibus Plan included in this Current Report on Form 8-K is qualified in its entirety by the full text of the Omnibus Plan, which was included as an appendix to the Proxy Statement and is incorporated by reference herein and as an exhibit to this Current Report on Form 8-K.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
99.1	FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan (Filed with the SEC on April 23, 2009 as an exhibit to FTI Consulting, Inc.’s Proxy Statement and incorporated herein by reference.)
99.2	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Incentive Stock Option Agreement
99.3	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Restricted Stock Agreement
99.4	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Restricted Stock Unit Agreement for Non-Employee Directors
99.5	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Stock Unit Agreement for Non-Employee Directors
99.6	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Restricted Stock Agreement for Non-Employee Directors
99.7	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Nonstatutory Stock Option 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: June 3, 2009

By: /S/ ERIC B. MILLER

Eric B. Miller

Executive Vice President and General Counsel

EXHIBIT INDEX

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## FTI CONSULTING, INC. 2009 OMNIBUS INCENTIVE COMPENSATION PLAN

## INCENTIVE STOCK OPTION AGREEMENT

To (“**Optionee**”):

FTI Consulting, Inc. (the “**Company**”) has granted you an award (the “**Award**”) of an option (the “**Option**”) under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as adopted effective June 6, 2006, as amended and restated effective June 3, 2009, as further amended or restated from time to time (the “**Plan**”), to purchase \_\_\_\_\_ shares of the common stock, \$0.01 par value (“**Common Stock**”) of the Company (the “**Option Shares**”), at (\$ \_\_\_\_\_) per share (the “**Exercise Price**”). The effective “**Date of Grant**” will be \_\_\_\_\_, subject to your signing and promptly returning a copy of this Agreement (as defined below) to the Company.

This agreement (the “**Agreement**”) evidences the grant of the Option, which is subject in all respects to the applicable provisions of the Plan. This Agreement and the Award of the Option for the Option Shares are made in consideration of your employment with the Company or Employer (as hereafter defined) and are subject to any applicable terms of the written Employment Agreement, or successor agreement, as amended from time to time (“**Employment Agreement**”), if applicable, between you and the Company or an Affiliate of the Company (the “**Employer**”). This Agreement incorporates the Plan by reference and any terms and conditions relating to the Option or this Award contained in the Employment Agreement (if applicable), and specifies other applicable terms and conditions of your Option.

A copy of the Plan and the Prospectus for the Plan, as amended or restated from time to time (the “**Prospectus**”), is attached. By executing this Agreement, you acknowledge that you have received a copy of the Plan and the Prospectus. You may request additional copies of the Plan or Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202 (Phone: (410) 951-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Prospectus (described more fully at the end of the Prospectus), as well as all reports, proxy statements and other communications distributed to the Company’s security holders generally.

All terms not defined by this Agreement have the meanings given in the Plan (or if applicable, the Employment Agreement).

The Option is intended to be an “incentive stock option” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the “**Code**”), to the fullest extent permitted by that Section. The Company, however, does not warrant any particular tax consequences of the Option. Any portion of the Option that does not meet the applicable requirements under Code Section 422 will be treated as a nonstatutory stock option.

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

- (1) Exercise. You may not exercise the Option before \_\_\_\_\_, except as otherwise provided below.
  - a. Thereafter, except as provided otherwise in this Agreement or your Employment Agreement (if applicable), so long as your Service with the Company or an Affiliate of the Company continues through the applicable date upon which vesting is scheduled to occur, you may exercise the Option to purchase Option Shares as follows:

[To be Completed at Time of Grant]

- b. The Option will expire at 5:00 p.m. Eastern Time on \_\_\_\_\_.
- c. The Committee may, in its sole discretion, accelerate the time at which you may exercise part or all of the Option.
- d. Unless you are party to an effective Employment Agreement that provides for different treatment of the Option on Change in Control (or words of similar import), in which case your Employment Agreement will control the treatment of the Option on Change in Control, the Option will become exercisable in full immediately before the occurrence of a Change in Control (as defined in your Employment Agreement, or if not defined therein, as defined in the Plan).

- e. Unless you are party to an effective Employment Agreement that provides for different treatment of the Option on death, in which case your Employment Agreement will control the treatment of the Option on death, the Option will become exercisable in full upon your death.
  - f. Unless you are party to an effective Employment Agreement that provides for different treatment of the Option upon your disability, in which case your Employment Agreement will control the treatment of the Option upon your disability, if you terminate employment due to your Total and Permanent Disability (as hereafter defined), your Option will continue to become exercisable as provided above for an additional twelve (12) months following your termination. For purposes of this Agreement, “**Total and Permanent Disability**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of such definition or an effective Employment Agreement, has the meaning ascribed to such term in the Glossary to this Agreement. The Committee may require such proof of Total and Permanent 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. You may exercise the Option only in multiples of whole Option Shares and may not exercise the Option as to fewer than one hundred Option Shares (unless the Option is then exercisable for fewer than one hundred Option Shares) at any one time. At the time of exercise, the Company will round down any fractional Option Shares but will not make any cash or other payments in settlement of fractional Option Shares eliminated by rounding.
- (2) Method of Exercise. Subject to this Agreement and the Plan, 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 Option 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 Option 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 this Agreement and 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) Notice of Certain Disposition. You agree to give prompt notice to the Company if you dispose of any Option Shares acquired upon exercise of the Option within one (1) year after you acquire them or within two (2) years after the Date of Grant.
- (4) Forfeiture. You will forfeit any unvested and unexercised portions of the Option upon either your resignation or the termination of your employment or Service relationship with the Company or Employer for any reason *unless* (i) you terminate due to death or Total and Permanent Disability, or (ii) your Employment Agreement in effect at the time at issue, if any, provides otherwise, in which case your Employment Agreement will govern the treatment of the Option upon such termination event.
  - a. Unless your Employment Agreement in effect provides otherwise, in which case your Employment Agreement will control treatment of the Option on death, if you terminate due to death and subject to the expiration date of Section (1)(b), your Option will vest in accordance with Section (1) (e) and will remain exercisable for twelve (12) months after the date of your death, and any unexercised portions will be forfeited thereafter.
  - b. Unless your Employment Agreement in effect provides otherwise, in which case your Employment Agreement will control treatment of the Option on disability, if you terminate due to your Total and Permanent Disability and subject to the expiration date of Section (1)(b), your Option will continue to vest in accordance with Section (1)(f) and remain exercisable for twelve (12) months after the date of your termination due to Total and Permanent Disability, or five (5) business days after the latest date that your Option becomes exercisable during those twelve (12) months, if later, and any unexercised portions will be forfeited thereafter.
  - c. If you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide Services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or Service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. However, the Option will not be treated as an “incentive stock option” within the meaning of Code Section 422 with respect to any exercise that occurs more than three (3) months after such cessation of the common law employee relationship (except as otherwise permitted under Code Section 421 or 422). In the event that

your employment or Service relationship is with a business, trade or entity that, after the Date of Grant, ceases for any reason to be part of the Company or an Affiliate, your employment or Service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or Service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

- d. Unless your Employment Agreement defines “Cause” differently, in which case your Employment Agreement will control the treatment of the Option, in the case of an event constituting “Cause,” the term “Cause” shall have the meaning ascribed to such term in the Glossary. The Option will be forfeited immediately upon your commission of any act constituting “Cause,” as determined by the Committee, which determination will be conclusive.
- (5) Stock Certificates. As soon as practicable after exercise of the Option, the Company will deliver a share certificate to you, or deliver Option Shares electronically or in certificate form to your designated broker on your behalf, for the Option Shares issued upon exercise. Any share certificates delivered or Option Shares delivered electronically will, unless the Option 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 Option Shares.
- (6) Postponement of Delivery. The Company may postpone the issuance and delivery of any Option 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 Option 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 on your behalf upon your Total and Permanent Disability (if necessary), or upon your estate’s behalf after your death, is authorized and entitled to exercise the Option.
- (7) Limitation on Exercise by Law. You may not exercise the Option if the issuance of the Option Shares upon such exercise would violate any applicable federal securities laws or other laws or regulations.
- (8) Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement alters your at-will or other employment status pursuant to your Employment Agreement, if applicable, or other Service relationship with your Employer and the Company. This Agreement is not to be construed as a contract of

employment or Service relationship between the Company (or your Employer) or any of its Affiliates and you, nor as a contractual right of you to continue in the employ of, or in a Service relationship with, the Company (or your Employer) or any of its Affiliates for any period of time. This Agreement does not limit in any manner the right of the Company or Employer to discharge you at any time with or without Cause or notice and whether or not such discharge results in the forfeiture of any Options or any other adverse effect on your interests under the Plan.

- (9) Entire Agreement. This Agreement, inclusive of the Plan and the terms of the Employment Agreement (if applicable) incorporated into this Agreement, contain the entire agreement between you and the Company with respect to the Option. 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 Option are superseded by this Agreement and are void and ineffective for all purposes.
- (10) Rights as Stockholder. 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 Option Shares unless and until they have been issued to you after your exercise of this Option and payment for the Option Shares.
- (11) Restrictions on Transfer. This Option cannot be assigned, transferred, pledged, hypothecated, hedged 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. Any sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, or purported sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions. During your lifetime, only you (or, upon your Total and Permanent Disability and if necessary, a guardian or legal representative) may exercise the Option.
- (12) Company's Rights. 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 Affiliates, 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.
- (13) Tax Withholding. At the time of exercise, the Company or its Affiliates may withhold from your payroll or any other payment due to you, and you agree to make adequate provision for, all taxes required by law to be withheld in connection

with the Option. The Company or its Affiliates may require you to make a cash payment to cover any withholding tax obligation as a condition of exercise of the Option or issuance of certificates representing Option Shares. The Committee may, in its sole discretion, permit you to satisfy, in whole or in part, any withholding tax obligation which may arise in connection with the Option either by electing to have the Company withhold from the Option Shares to be issued upon exercise that number of Option Shares, or by electing to deliver to the Company already-owned shares of Common Stock of the Company, in either case having a Fair Market Value equal to the amount necessary to satisfy the statutory minimum withholding amount due.

- (14) 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, the Option or the Option 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.
- (15) Adjustments. The Committee shall 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 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.
- (16) Amendment. 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 Option Shares, as determined by the Committee, except as provided in the Plan, the Employment Agreement (if applicable) or in a written document signed by you and the Company.
- (17) Notice. 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.
- (18) Conformity and Conflict. Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or

among any term in this Agreement, the Plan or your Employment Agreement (if applicable), the provisions of, first, the Plan, second, your Employment Agreement (if applicable), and lastly, this Agreement, will control in that order of priority, except in the case of Section 14 of this Agreement, which will control in all cases.

- (19) Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s) as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.
- (20) Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.
- (21) 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.
- (22) 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) “**Cause**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of an effective Employment Agreement, means (i) conviction of or pleading of nolo contendere to a felony, (ii) fraud on or misappropriation of any funds or property of the Company, an Affiliate, customer or client, (iii) your breach of any provision of any employment, non-disclosure, non-competition, non-solicitation, assignment of inventions, or other similar agreement executed by you for the benefit of the Company and its Affiliates, (iv) dishonesty, (v) engaging in any act or omission which is in material violation of any Company or Employer policy, (vi) willful misconduct in connection with your duties or responsibilities or otherwise, gross negligence in the performance of your duties or responsibilities, or (vii) failure to perform your responsibilities in the best interests of the Company or any of its Affiliates, each as determined in good faith by the Company, which determination is conclusive.

(b) “**Service**” means your employment or other Service relationship with the Company or your Employer so long as your Employer is an Affiliate of the Company, except that if you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide Services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or Service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or Service relationship is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part of the Company or an Affiliate, your employment or Service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or Service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

(c) “**Total and Permanent Disability**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of an effective Employment Agreement, means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in your death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The Committee may require such proof of Total and Permanent 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.

(d) “**You**,” “**Your**” means the recipient of the Option 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 Option 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.

*{Signature page follows}*

IN WITNESS WHEREOF, this Agreement is dated as of the date executed by the Optionee.

**FTI CONSULTING, INC.**

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

OPTIONEE'S ACKNOWLEDGMENT AND SIGNATURE

I represent that I have read the Prospectus and am familiar with the Plan's terms. I hereby acknowledge that I have carefully read this Agreement and agree, on my behalf and on behalf of my beneficiaries, estate and permitted assigns, to be bound by all of the provisions set forth herein, and that the Option is subject to all of the terms and provisions of this Agreement and of the Plan under which the Option has been granted, as each may be amended in accordance with its terms. I agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under this Agreement or the Plan with respect to the Option.

**SIGNATURE OF OPTIONEE**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_



## FTI CONSULTING, INC. 2009 OMNIBUS INCENTIVE COMPENSATION PLAN

## RESTRICTED STOCK AGREEMENT

To \_\_\_\_\_ :

FTI Consulting, Inc., a Maryland corporation (the "**Company**"), has granted you an award (the "**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. 2009 Omnibus Incentive Compensation Plan, as adopted effective June 6, 2006, as amended and restated effective June 3, 2009, as further amended or restated from time to time (the "**Plan**"), conditioned upon your agreement to the terms and conditions described below. The effective "**Grant Date**" will be \_\_\_\_\_, 20\_\_\_\_, subject to your promptly signing and returning a copy of this Agreement (as defined below) to the Company and delivering to the Company a stock power, endorsed in blank, with respect to the Award Shares.

This Restricted Stock Agreement (the "**Agreement**") evidences the Award of the Award Shares. This Agreement and the Award of the Award Shares are made in consideration of your employment with the Company or your Employer (as hereafter defined) and is subject to any applicable terms of the written employment agreement or successor agreement, as amended from time to time ("**Employment Agreement**"), if applicable, between you and the Company or an Affiliate of the Company (the "**Employer**"). The Award is subject in all respects to and incorporates by reference the terms and conditions of the Plan and any terms and conditions relating to Award Shares or this Award contained in the Employment Agreement (if applicable), and specifies other applicable terms and conditions of your Award Shares.

A copy of the Plan and the Prospectus for the Plan, as amended or restated from time to time (the "**Prospectus**"), is attached. By executing this Agreement, you acknowledge that you have received a copy of the Plan and the Prospectus. You may request additional copies of the Plan or Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202 (Phone: (410) 951-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Prospectus (described more fully at the end of the Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally.

1. Terminology; Conflicts. The Glossary at the end of this Agreement includes definitions of capitalized words used in this Agreement. All terms not defined in this Agreement (including the Glossary) have the meanings given in the Plan (or if applicable, the Employment Agreement). Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any term in this Agreement, the Plan or your Employment Agreement (if applicable), the provisions of, first, the Plan, second, your Employment Agreement (if applicable), and lastly, this Agreement, will control in that order of priority, except in the case of Section 14 of this Agreement, which will control in all cases.

2. Employment Agreement. All of the Award and Award Shares are nonvested and forfeitable as of the Grant Date. The Award and Award Shares are granted subject to the forfeiture, vesting and other provisions specifically set forth in the Employment Agreement (if

applicable). Notwithstanding anything to the contrary, the Award and the Award Shares will be subject to and bound by all terms and conditions in this Agreement and the Plan not specifically covered by or contrary to the effective Employment Agreement (if applicable).

3. Terms and Conditions Not Specifically Set Forth in the Employment Agreement. Absent an employment agreement or terms and conditions to the contrary in this Agreement or your Employment Agreement (if applicable), the following terms and conditions will apply:

(a) *Vesting*. Your Award Shares shall be subject to the forfeiture and vesting provisions marked with an [X] below:

[To be Completed at Time of Grant]

(b) *Acceleration of Vesting*. Except as otherwise provided in your effective Employment Agreement, in which case the terms of your Employment Agreement will control the treatment of your Award Shares on any of the below events, all outstanding Award Shares will become fully vested and nonforfeitable upon the earliest of:

(c) *Termination of Service.* Except as otherwise provided in your effective Employment Agreement, in which case the terms of your Employment Agreement will control the treatment of your Award Shares on any of the following events; if your Service with the Company and its Affiliates ceases due to termination (i) by the Company or your Employer for Cause, or (ii) by you (excepting any termination by you for Good Reason, if applicable), all Award Shares that are not then vested and nonforfeitable will be immediately forfeited for no consideration, or (iii) if your Service with the Company and its Affiliates ceases for any other reason, the Award Shares will remain in full effect.

4. Restrictions on Transfer. You may not sell, assign, transfer, pledge, hedge, 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. Any sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, or purported sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

5. 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, hedge, 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 (or in case of your Total and Permanent Disability and if necessary) at the time that a delivery of share certificates is to be made, the certificates will be delivered to your executor, administrator, legally authorized guardian 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;
- ii. compliance with any requests for representations; and
- iii. receipt of proof satisfactory to the Company that a person seeking such Award Shares on your behalf upon your Total and Permanent Disability (if necessary), or upon your estate's behalf after your death, is appropriately authorized.

#### 6. Taxation.

(a) *Tax Withholding.* By signing this Agreement, you authorize your Employer and the Company, except as provided below, to deduct from any compensation or any other payment of any kind due you the amount of any federal, state, local or foreign taxes required by law to be withheld as a result of the grant or vesting of the Award Shares in whole or in part. The Company may, in its discretion, agree that it will, upon your request, permit you to satisfy, in whole or in part, the Company's minimum statutory withholding tax obligation (based on minimum rates for federal and state law purposes, including payroll taxes) which may arise in connection with the Award either by electing to have the Company withhold the issuance of, or redeem, shares of Common Stock or by electing to deliver to the Company already-owned shares of Common Stock of the Company, in either case having a Fair Market Value equal to the amount necessary to satisfy the statutory minimum withholding amount due. In lieu of the foregoing, the Company may require you to make a cash payment to such Employer or the Company equal to the amount required to be withheld. If you do not make provision for the payment of such taxes when requested, the Company may refuse to issue any Common Stock certificate under this Agreement until arrangements satisfactory to the Committee for such payment have been made.

(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 your Employer or the

Company. You may not rely on your Employer, the Company or any of their 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.

**7. 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 7 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. 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.

**8. Non-Guarantee of Employment or Service Relationship.** Nothing in the Plan or this Agreement alters your at-will or other employment status pursuant to your Employment Agreement, if applicable, or other service relationship with your Employer and the Company. This Agreement is not to be construed as a contract of employment or service relationship between the Company (or your Employer) or any of its Affiliates and you, nor as a contractual right of you to continue in the employ of, or in a service relationship with, the Company (or your Employer) or any of its Affiliates for any period of time. This Agreement does not limit in any manner the right of your Employer or the Company to discharge you at any time with or without cause or notice and whether or not such discharge results in the forfeiture of any Award Shares or any other adverse effect on your interests under the Plan.

**9. 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, except that you will not have any right to cash dividends or other distributions declared or paid with respect to nonvested and forfeitable Award Shares. All cash dividends and any other distributions paid with respect to nonvested Award Shares will be held by the Company in trust for your benefit and paid to you upon vesting of the Award Shares. Upon forfeiture of any Award Shares, any cash dividends and distributions then held in trust with respect to such shares will be forfeited and will be returned to the Company.

10. 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 Affiliates, 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. Entire Agreement. This Agreement, inclusive of the Plan and the terms of the Employment Agreement (if applicable) incorporated into this Agreement, contains the entire agreement between you, your Employer 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.

12. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan.

13. 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 Employment Agreement (if applicable) or in any other written document signed by you and the Company.

14. 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.

15. Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s) as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

16. Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent

for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

17. 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.

18. 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) “**Cause**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of an effective Employment Agreement, means (i) conviction of or pleading of nolo contendere to a felony, (ii) fraud on or misappropriation of any funds or property of the Company, an Affiliate, customer or client, (iii) your breach of any provision of any employment, non-disclosure, non-competition, non-solicitation, assignment of inventions, or other similar agreement executed by you for the benefit of the Company and its Affiliates, (iv) dishonesty, (v) engaging in any act or omission which is in material violation of any Company or Employer policy, (vi) willful misconduct in connection with your duties or responsibilities or otherwise, gross negligence in the performance of your duties or responsibilities, or (vii) failure to perform your responsibilities in the best interests of the Company or any of its Affiliates, each as determined in good faith by the Company, which determination is conclusive.

(b) “**Good Reason**” has the meaning ascribed to such term or words, if any, of similar import in your Employment Agreement, if applicable.

(c) “**Service**” means your employment or other service relationship with the Company or your Employer so long as your Employer is an Affiliate of the Company, except that if you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or service relationship is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part of the Company or an Affiliate, your employment or service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

(d) “**Total and Permanent Disability**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of an effective Employment Agreement, means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in your death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The Committee may require such proof of Total and Permanent 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,**” “**Your**” 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.



IN WITNESS WHEREOF, this Agreement is dated as of the date executed by the award recipient.

**FTI CONSULTING, INC.**

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

The undersigned hereby represents that he/she has read the Prospectus and is familiar with the Plan's terms. The undersigned hereby acknowledges that he/she has carefully read this Agreement and agrees, on behalf of himself/herself and on behalf of his/her beneficiaries, estate and permitted assigns, to be bound by all of the provisions set forth herein, and that the Award and Award Shares are subject to all of the terms and provisions of this Agreement, and of the Plan under which the Award Shares have been granted, as each may be amended in accordance with its terms. The undersigned agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under this Agreement or the Plan with respect to the Award or Award Shares.

Date: \_\_\_\_\_

**AWARD RECIPIENT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**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 our transfer agent, and hereby irrevocably constitutes and appoints Jack B. Dunn IV and Eric B. Miller, 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: \_\_\_\_\_

**FTI CONSULTING, INC.**  
**2009 OMNIBUS INCENTIVE COMPENSATION PLAN**

**RESTRICTED STOCK UNIT AGREEMENT FOR NON-EMPLOYEE DIRECTORS UNDER THE NON-EMPLOYEE DIRECTOR COMPENSATION PLAN, AS AMENDED AND RESTATED EFFECTIVE AS OF FEBRUARY 20, 2008**

To \_\_\_\_\_ :

FTI Consulting, Inc., a Maryland corporation (the "**Company**"), has granted you an award (this "**Award**") of \_\_\_\_\_ restricted stock units (the "**Restricted Stock Units**") under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as adopted effective June 6, 2006, as amended and restated effective June 3, 2009, as further amended or restated from time to time (the "**Omnibus Plan**"), conditioned upon your agreement to the terms and conditions described below. Each Restricted Stock Unit represents, on the books of the Company, a unit which is equivalent to 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 your election under the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as Amended and Restated Effective as of February 20, 2008, as further amended or restated from time to time (the "**Director Plan**"), to receive your Cyclical Equity Grant in the form of Restricted Stock Units.

This Restricted Stock Unit Agreement for Non-Employee Directors (the "**Agreement**") evidences the Award of the Restricted Stock Units. The Award is subject in all respects to and incorporates by reference the terms and conditions of the Omnibus Plan and the Director Plan.

By executing this Agreement, you acknowledge that you have received a copy of the Omnibus Plan, the Prospectus for the Omnibus Plan, as amended or restated from time to time (the "**Omnibus Plan Prospectus**"), the Director Plan, and the Prospectus for the Director Plan, as Amended and Restated Effective as of February 20, 2008, as further amended or restated from time to time (the "**Director Plan Prospectus**"). You may request additional copies of the Omnibus Plan, the Omnibus Plan Prospectus, the Director Plan, and the Director Plan Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202 (Phone: (410) 951-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Omnibus Plan Prospectus (described more fully at the end of the Omnibus Plan Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally.

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

(a) *Credit to Account.* The Restricted Stock Units shall be credited to your Account as of the Grant Date.

(b) *Vesting.* All of the Restricted Stock Units are nonvested and forfeitable as of the Grant Date. The Restricted Stock Units will vest and no longer be subject to risk of

forfeiture as to 100% of the Restricted Stock Units on the first anniversary of the Grant Date. Notwithstanding the foregoing, all outstanding unvested Restricted Stock Units will become fully vested and nonforfeitable upon the earliest of: (1) the occurrence of a Change in Control (as hereafter defined) or a Change in Control Event (such vesting will be deemed to occur immediately before such Change in Control or a Change in Control Event), (2) your death, (3) your Disability (as hereafter defined), or (4) your termination date if your termination of service as a member of the Board is in accordance with the provisions of Section 7.1(e) of the Director Plan.

(c) *Settlement or Forfeiture.*

i. *Timing.* Vested Restricted Stock Units under this Award will be settled in shares of Common Stock upon or as soon as practicable following the earlier of (i) your Termination Date or (ii) the occurrence of a Change in Control Event. Any Restricted Stock Units that are unvested as of your Termination Date shall be forfeited for no consideration on your Termination Date.

ii. *Issuance of Shares of Common Stock.* Upon settlement, subject to Sections 1(c)(iii)-(vi) 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 Restricted Stock Units credited to your Account.

iii. *Registration of Shares.* The shares of Common Stock issued in settlement of the vested Restricted Stock Units shall be registered in your name, or, if applicable, in the names of your heirs or your estate. 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. If delivered in certificate form, the Company may 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 (or if Disabled and if necessary) at the time that a delivery of share certificates is to be made, the certificates will be delivered to your executor, administrator, or legally authorized guardian or personal representative (as applicable).

iv. *Restrictions on Grant of Restricted Stock Units and Issuance of Shares of Common Stock.* The grant of the Restricted Stock Units and issuance of shares of Common Stock upon settlement of the vested Restricted 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 Restricted 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 vested Restricted 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 vested Restricted Stock Units. Fractional shares of Common Stock will be rounded down to the nearest whole share.

vi. *Postponement of Delivery*. The Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following:

- (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation;
- (2) compliance with any requests for representations; and
- (3) receipt of proof satisfactory to the Company that a person seeking such shares on your behalf upon your Disability (if necessary), or upon your estate's behalf after your death, is appropriately authorized.

(d) *Dividend Equivalents*. As of the date the Company pays any dividend (whether in cash or in kind) on shares of Common Stock, your Account shall be credited with that number of Restricted Stock Units, rounded down to the nearest whole share, determined by dividing (i) the product of (A) the amount of the cash dividend per share of Common Stock multiplied by (B) the number of whole Restricted Stock Units credited to the Non-Employee Director's Account as of the dividend record date, by (ii) the Fair Market Value of a share of Common Stock on the payment date of the dividend; provided, that such dividend equivalent Restricted Stock Units will only be credited to your Account if sufficient shares of Common Stock are available for award under the Omnibus Plan, or another equity compensation plan approved by stockholders of the Company, as of the dividend payment date to credit such Restricted Stock Units.

2. 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 Restricted Stock Units, and Restricted Stock Units may not be subject to execution, attachment or similar process. Any sale or transfer, or purported sale or transfer, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

3. 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.

4. 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 Restricted 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.

5. 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 Restricted Stock Units hereunder shall be adjusted as provided under the Director Plan.

(b) *Other Transactions Affecting the Common Stock.* 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 Restricted 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. If the Restricted 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 Restricted Stock Units.

6. Non-Guarantee of Service Relationship. Nothing in the Omnibus Plan, the Director Plan 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 Restricted Stock Units or any other adverse effect on your interests under the Omnibus Plan or the Director Plan.

7. Rights as Stockholder. You shall not have any of the rights of a stockholder with respect to any Restricted Stock Units until shares of Common Stock have been issued to you upon settlement of the vested Restricted 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 1(d) and 5 of this Agreement.

8. The Company's Rights. The existence of the Restricted 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 Affiliates, 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.

9. Entire Agreement. This Agreement, inclusive of the Omnibus Plan and the terms of the Director Plan incorporated into this Agreement, contains the entire agreement between you and the Company with respect to the Restricted 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 Restricted Stock Units are superseded by this Agreement and are void and ineffective for all purposes.

10. Conformity and Conflict. All terms not defined in this Agreement have the meanings given in, first, the Director Plan, and if not defined in the Director Plan, second, in the Omnibus Plan. Unless otherwise specifically provided in this Agreement, in the event of a conflict, inconsistency or ambiguity between or among any provision, term or condition of this Agreement, the Omnibus Plan, or the Director Plan, the provisions of, first, the Director Plan, second, the Omnibus Plan, and lastly, this Agreement, will control in that order of priority, except in the case of Section 12 of this Agreement which will control in all cases.

11. 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 Restricted Stock Units as determined in the discretion of the Committee, except as provided in the Omnibus Plan, the Director Plan or in any other written document signed by you and the Company.

12. 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 Restricted 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.

13. Unfunded Status. The Restricted 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.

14. Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s), as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

15. Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

16. Headings; Interpretation. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement. Whenever the context requires, all words under in the singular shall be construed to include the plural and vice versa. Words of the masculine gender shall be deemed to include the correlative words of the feminine gender. The word “you” or “your” means the recipient of the Restricted 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 Restricted 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.

17. 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 signature page follows.}*



IN WITNESS WHEREOF, this Agreement is dated as of the date executed by the award recipient.

FTI CONSULTING, INC.

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

The undersigned hereby represents that he/she has read the Prospectus and that he/she is familiar with the terms of the Omnibus Plan and the Director Plan. The undersigned hereby acknowledges that he/she has carefully read this Agreement and agrees, on behalf of himself/herself and on behalf of his/her beneficiaries, estate and permitted assigns, to be bound by all of the provisions set forth herein, and that the Award and Restricted Stock Units are subject to all of the terms and provisions of this Agreement, the Omnibus Plan under which the Restricted Stock Units have been granted, and the Director Plan, as each may be amended in accordance with its terms. The undersigned agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under this Agreement, the Omnibus Plan or the Director Plan with respect to the Award or Restricted Stock Units.

**AWARD RECIPIENT**

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**FTI CONSULTING, INC.**  
**2009 OMNIBUS INCENTIVE COMPENSATION PLAN**

**STOCK UNIT AGREEMENT FOR NON-EMPLOYEE DIRECTORS UNDER THE NON-EMPLOYEE  
DIRECTOR COMPENSATION PLAN, AS AMENDED AND RESTATED EFFECTIVE  
AS OF FEBRUARY 20, 2008**

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. 2009 Omnibus Incentive Compensation Plan, as adopted effective June 6, 2006, as amended and restated effective June 3, 2009, as further amended or restated from time to time (the "**Omnibus Plan**"), conditioned upon your agreement to the terms and conditions described below. Each Stock Unit represents, on the books of the Company, a unit which is equivalent to 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 your election under the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as Amended and Restated Effective as of February 20, 2008, as further amended or restated from time to time (the "**Director Plan**"), to defer receipt of your Annual Retainer payment that was otherwise payable in cash.

This Stock Unit Agreement for Non-Employee Directors (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 Omnibus Plan and the Director Plan.

By executing this Agreement, you acknowledge that you have received a copy of the Omnibus Plan, the Prospectus for the Omnibus Plan, as further amended or restated from time to time (the "**Omnibus Plan Prospectus**"), the Director Plan, and the Prospectus for the Director Plan, as Amended and Restated Effective as of February 20, 2008, as further amended or restated from time to time (the "**Director Plan Prospectus**"). You may request additional copies of the Omnibus Plan, the Omnibus Plan Prospectus, the Director Plan, and the Director Plan Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202 (Phone: (410) 951-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Omnibus Plan Prospectus (described more fully at the end of the Omnibus Plan Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally.

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

(a) *Credit to Account.* The Stock Units shall be credited to your Account as of the Grant Date.

(b) *Vesting*. All of the Stock Units are fully vested and nonforfeitable as of the Grant Date.

(c) *Payment*.

i. *Timing*. The Stock Units under this Award will be settled in shares of Common Stock upon or as soon as practicable following a Payment Date.

ii. *Issuance of Shares of Common Stock*. Upon payment, subject to Sections 1(c)(iii)-(vi) 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 Stock Units credited to your Account.

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 or your estate. 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. If delivered in certificate form, the Company may 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 (or if Disabled and if necessary) at the time that a delivery of share certificates is to be made, the certificates will be delivered to your executor, administrator, or legally authorized guardian or personal representative (as applicable).

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 payment of the Stock Units. Fractional shares of Common Stock will be rounded down to the nearest whole share.

vi. *Postponement of Delivery*. The Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following:

- (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation;

(2) compliance with any requests for representations; and

(3) receipt of proof satisfactory to the Company that a person seeking such shares on your behalf upon your Disability (as hereafter defined) (if necessary), or upon your estate's behalf after your death, is appropriately authorized.

(d) *Dividend Equivalents*. As of the payment date of any dividend (whether in cash or in kind), your Account will be credited with a number of additional Stock Units, rounded down to the nearest whole share, determined by dividing (i) the product of (A) the amount of the cash dividend per share of Common Stock multiplied by (B) the number of whole Stock Units credited to the Non-Employee Director's Account as of the dividend record date, by (ii) the Fair Market Value of a share of Common Stock on the payment date of the dividend; provided, that such dividend equivalent Stock Units will only be credited to your Account if sufficient shares of Common Stock are available for award under the Omnibus Plan, or another equity compensation plan approved by stockholders of the Company, as of the dividend payment date to credit such Stock Units.

2. 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. Any sale or transfer, or purported sale or transfer, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

3. 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.

4. 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.

5. 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 Stock Units hereunder shall be adjusted as provided under the Director Plan.

(b) *Other Transactions Affecting the Common Stock.* 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. 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.

6. Non-Guarantee of Service Relationship. Nothing in the Omnibus Plan, the Director Plan 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 Stock Units or any other adverse effect on your interests under the Omnibus Plan or the Director Plan.

7. Rights as Stockholder. You shall not have any of the rights of a stockholder with respect to any Stock Units until shares of Common Stock have been issued to you upon payment 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 1(d) and 5 of this Agreement.

8. 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 Affiliates, 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.

9. Entire Agreement. This Agreement, inclusive of the Omnibus Plan and the terms of the Director Plan 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.

10. Conformity and Conflict. All terms not defined in this Agreement have the meanings given in, first, the Director Plan, and if not defined in the Director Plan, second, in the Omnibus Plan. Unless otherwise specifically provided in this Agreement, in the event of a conflict, inconsistency or ambiguity between or among any provision, term or condition of this Agreement, the Omnibus Plan, or the Director Plan, the provisions of, first, the Director Plan, second, the Omnibus Plan, and lastly, this Agreement, will control in that order of priority, except in the case of Section 12 of this Agreement which will control in all cases.

11. 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 Omnibus Plan, the Director Plan or in any other written document signed by you and the Company.

12. 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.

13. 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.

14. Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s), as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

15. Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

16. Headings; Interpretation. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement. Whenever the context requires, all words under in the singular shall be construed to include the plural and vice versa. Words of the masculine gender shall be deemed to include the correlative words of the feminine gender. The word “you” or “your” 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.

17. 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 signature page follows.}*

IN WITNESS WHEREOF, this Agreement is dated as of the date executed by the award recipient.

**FTI CONSULTING, INC.**

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

The undersigned hereby represents that he/she has read the Omnibus Plan Prospectus, Director Plan Prospectus and that he/she is familiar with the terms of the Omnibus Plan and the Director Plan. The undersigned hereby acknowledges that he/she has carefully read this Agreement and agrees, on behalf of himself/herself and on behalf of his/her beneficiaries, estate and permitted assigns, to be bound by all of the provisions set forth herein, and that the Award and Stock Units are subject to all of the terms and provisions of this Agreement, the Omnibus Plan under which the Stock Units have been granted, and the Director Plan, as each may be amended in accordance with its terms. The undersigned agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under this Agreement, the Omnibus Plan or the Director Plan with respect to the Award or Stock Units.

**AWARD RECIPIENT**

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



**FTI CONSULTING, INC. 2009 OMNIBUS INCENTIVE COMPENSATION PLAN**  
**RESTRICTED STOCK AGREEMENT UNDER THE NON-EMPLOYEE DIRECTOR COMPENSATION**  
**PLAN, AS AMENDED AND RESTATED EFFECTIVE AS OF FEBRUARY 20, 2008**

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 and Restated Effective as of February 20, 2008, as further amended or restated from time to time (the "**Director Plan**"), conditioned upon your agreement to the terms and conditions described below. The effective date of grant will be \_\_\_\_\_, 20\_\_\_\_ (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 Director Plan and the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as adopted effective June 6, 2006, as amended and restated effective June 3, 2009, as further amended or restated from time to time (the "**Omnibus Plan**"). By executing this Agreement, you acknowledge that you have received a copy of the Director Plan, the Prospectus for the Director Plan, as amended or restated from time to time (the "**Director Plan Prospectus**"), the Omnibus Plan and the Prospectus for the Omnibus Plan, as further amended or restated from time to time (the "**Omnibus Plan Prospectus**"). You may request additional copies of the Director Plan, the Director Plan Prospectus, the Omnibus Plan or the Omnibus Plan Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202 (Phone: (410) 951-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Omnibus Plan Prospectus (described more fully at the end of the Omnibus Plan 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; Conformity; Conflicts. All terms not defined in this Agreement have the meanings given in, first, the Director Plan, and if not defined in the Director Plan, second, in the Omnibus Plan. Unless otherwise specifically provided in this Agreement, in the event of a conflict, inconsistency or ambiguity between or among any provision, term or condition of this Agreement, the Omnibus Plan, or the Director Plan, the provisions of, first, the Director Plan, second, the Omnibus Plan, and lastly, this Agreement, will control in that order of priority, except in the case of Section 12 of this Agreement which will control in all cases.

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 100% of the Award Shares on the first anniversary of the Grant 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,
- iii. your Disability, or
- iv. your termination date if your termination of service as a member of the Board is in accordance with the provisions of Section 7.1(e) of the Director Plan.

(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 Restricted Stock Units hereunder shall be adjusted as provided under the Director Plan.

(b) *Other Transactions Affecting the Common Stock.* 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 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. 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, 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 Award Shares.

7. Non-Guarantee of Service Relationship. Nothing in the Director Plan, the Omnibus Plan 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 Director 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 Director Plan and the Omnibus Plan 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. 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 Director Plan, the Omnibus Plan or in any other written document signed by you and the Company.

12. 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.

13. Headings; Interpretation. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement. Whenever the context requires, all words under in the singular shall be construed to include the plural and vice versa. Words of the masculine gender shall be deemed to include the correlative words of the feminine gender. The word “you” or “your” means the recipient of the Restricted 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 Restricted 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.

14. 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 signature page follows.}*

IN WITNESS WHEREOF, this Agreement is dated as of the date executed by the Award Recipient.

**FTI CONSULTING, INC.**

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

The undersigned hereby represents that he/she has read the Prospectus and is familiar with the Plan's terms. The undersigned hereby acknowledges that he/she has carefully read this Agreement and agrees, on behalf of himself/herself and on behalf of his/her beneficiaries, estate and permitted assigns, to be bound by all of the provisions set forth herein, and that the Award and Award Shares are subject to all of the terms and provisions of this Agreement, and of the Plan under which the Award Shares have been granted, and the Director Plan, as each may be amended in accordance with its terms. The undersigned agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under this Agreement or the Plan with respect to the Award or Award Shares.

**AWARD RECIPIENT**

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**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 Jack B. Dunn, IV and Eric B. Miller, 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: \_\_\_\_\_

## FTI CONSULTING, INC. 2009 OMNIBUS INCENTIVE COMPENSATION PLAN

## NONSTATUTORY STOCK OPTION AGREEMENT

To (“*Optionee*”):

FTI Consulting, Inc. (the “*Company*”) has granted you an award (the “*Award*”) of an option (the “*Option*”) under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as adopted effective June 6, 2006, as amended and restated effective June 3, 2009, as further amended or restated from time to time (the “*Plan*”), to purchase \_\_\_\_\_ shares of the common stock, \$0.01 par value (“*Common Stock*”) of the Company (the “*Option Shares*”), at (\$ \_\_\_\_\_) per share (the “*Exercise Price*”). The effective “*Date of Grant*” will be \_\_\_\_\_, subject to your signing and promptly returning a copy of this Agreement (as defined below) to the Company.

This agreement (the “*Agreement*”) evidences the grant of the Option, which is subject in all respects to the applicable provisions of the Plan. This Agreement and the Award of the Option for the Option Shares are made in consideration of your employment with the Company or Employer (as hereafter defined) and are subject to any applicable terms of the written Employment Agreement, or successor agreement, as amended from time to time (“*Employment Agreement*”), if applicable, between you and the Company or an Affiliate of the Company (the “*Employer*”). This Agreement incorporates the Plan by reference and any terms and conditions relating to the Option or this Award contained in the Employment Agreement (if applicable), and specifies other applicable terms and conditions of your Option.

A copy of the Plan and the Prospectus for the Plan, as amended or restated from time to time (the “*Prospectus*”), is attached. By executing this Agreement, you acknowledge that you have received a copy of the Plan and the Prospectus. You may request additional copies of the Plan or Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202 (Phone: (410) 951-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Prospectus (described more fully at the end of the Prospectus), as well as all reports, proxy statements and other communications distributed to the Company’s security holders generally.

This Option is intended to be and will be treated as a nonstatutory stock option.

All terms not defined by this Agreement have the meanings given in the Plan (or if applicable, the Employment Agreement).

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

- (1) Exercise. You may not exercise the Option before \_\_\_\_\_, except as otherwise provided below.



- a. Thereafter, except as provided otherwise in this Agreement or your Employment Agreement (if applicable), so long as your Service with the Company or an Affiliate of the Company continues through the applicable date upon which vesting is scheduled to occur, you may exercise the Option to purchase Option Shares as follows:

[To be Completed at Time of Grant]

- b. The Option will expire at 5:00 p.m. Eastern Time on \_\_\_\_\_.
- c. The Committee may, in its sole discretion, accelerate the time at which you may exercise part or all of the Option.
- d. Unless you are party to an effective Employment Agreement that provides for different treatment of the Option on Change in Control (or words of similar import), in which case your Employment Agreement will control the treatment of the Option on Change in Control, the Option will become exercisable in full immediately before the occurrence of a Change in Control (as defined in your Employment Agreement, or if not defined therein, as defined in the Plan).
- e. Unless you are party to an effective Employment Agreement that provides for different treatment of the Option on death, in which case your Employment Agreement will control the treatment of the Option on death, the Option will become exercisable in full upon your death.

- f. Unless you are party to an effective Employment Agreement that provides for different treatment of the Option upon your disability, in which case your Employment Agreement will control the treatment of the Option upon your disability, if you terminate employment due to your Total and Permanent Disability (as hereafter defined), your Option will continue to become exercisable as provided above for an additional twelve (12) months following your termination. For purposes of this Agreement, “**Total and Permanent Disability**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of such definition or an effective Employment Agreement, has the meaning ascribed to such term in the Glossary to this Agreement. The Committee may require such proof of Total and Permanent 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. You may exercise the Option only in multiples of whole Option Shares and may not exercise the Option as to fewer than one hundred Option Shares (unless the Option is then exercisable for fewer than one hundred Option Shares) at any one time. At the time of exercise, the Company will round down any fractional Option Shares but will not make any cash or other payments in settlement of fractional Option Shares eliminated by rounding.
- (2) **Method of Exercise.** Subject to this Agreement and the Plan, 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 Option 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 Option 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 this Agreement and 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) Notice of Certain Disposition. You agree to give prompt notice to the Company if you dispose of any Option Shares acquired upon exercise of the Option within one (1) year after you acquire them or within two (2) years after the Date of Grant.
- (4) Forfeiture. You will forfeit any unvested and unexercised portions of the Option upon either your resignation or the termination of your employment or Service relationship with the Company or Employer for any reason *unless* (i) you terminate due to death or Total and Permanent Disability, or (ii) your Employment Agreement in effect at the time at issue, if any, provides otherwise, in which case your Employment Agreement will govern the treatment of the Option upon such termination event.
- a. Unless your Employment Agreement in effect provides otherwise, in which case your Employment Agreement will control treatment of the Option on death, if you terminate due to death and subject to the expiration date of Section (1)(b), your Option will vest in accordance with Section (1) (e) and will remain exercisable for twelve (12) months after the date of your death, and any unexercised portions will be forfeited thereafter.
- b. Unless your Employment Agreement in effect provides otherwise, in which case your Employment Agreement will control treatment of the Option on disability, if you terminate due to your Total and Permanent Disability and subject to the expiration date of Section (1)(b), your Option will continue to vest in accordance with Section (1)(f) and remain exercisable for twelve (12) months after the date of your termination due to Total and Permanent Disability, or five (5) business days after the latest date that your Option becomes exercisable during those twelve (12) months, if later, and any unexercised portions will be forfeited thereafter.
- c. If you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide Services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or Service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or Service relationship is with a business, trade or entity that, after the Date of Grant, ceases for any reason to be part of the Company or an Affiliate, your employment or Service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or Service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.
- d. Unless your Employment Agreement defines “*Cause*” differently, in which case your Employment Agreement will control the treatment of the Option, in the case

of an event constituting "Cause," the term "Cause" shall have the meaning ascribed to such term in the Glossary. The Option will be forfeited immediately upon your commission of any act constituting "Cause," as determined by the Committee, which determination will be conclusive.

- (5) Stock Certificates. As soon as practicable after exercise of the Option, the Company will deliver a share certificate to you, or deliver Option Shares electronically or in certificate form to your designated broker on your behalf, for the Option Shares issued upon exercise. Any share certificates delivered or Option Shares delivered electronically will, unless the Option 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 Option Shares.
- (6) Postponement of Delivery. The Company may postpone the issuance and delivery of any Option 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 Option 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 on your behalf upon your Total and Permanent Disability (if necessary), or upon your estate's behalf after your death, is authorized and entitled to exercise the Option.
- (7) Limitation on Exercise by Law. You may not exercise the Option if the issuance of the Option Shares upon such exercise would violate any applicable federal securities laws or other laws or regulations.
- (8) Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement alters your at-will or other employment status pursuant to your Employment Agreement, if applicable, or other Service relationship with your Employer and the Company. This Agreement is not to be construed as a contract of employment or Service relationship between the Company (or your Employer) or any of its Affiliates and you, nor as a contractual right of you to continue in the employ of, or in a Service relationship with, the Company (or your Employer) or any of its Affiliates for any period of time. This Agreement does not limit in any manner the right of the Company or Employer to discharge you at any time with or without Cause or notice and whether or not such discharge results in the forfeiture of any Options or any other adverse effect on your interests under the Plan.
- (9) Entire Agreement. This Agreement, inclusive of the Plan and the terms of the

Employment Agreement (if applicable) incorporated into this Agreement, contain the entire agreement between you and the Company with respect to the Option. 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 Option are superseded by this Agreement and are void and ineffective for all purposes.

- (10) Rights as Stockholder. 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 Option Shares unless and until they have been issued to you after your exercise of this Option and payment for the Option Shares.
- (11) Restrictions on Transfer. This Option cannot be assigned, transferred, pledged, hypothecated, hedged 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. Any sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, or purported sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions. During your lifetime, only you (or, upon your Total and Permanent Disability and if necessary, a guardian or legal representative) may exercise the Option.
- (12) Company's Rights. 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 Affiliates, 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.
- (13) Tax Withholding. At the time of exercise, the Company or its Affiliates may withhold from your payroll or any other payment due to you, and you agree to make adequate provision for, all taxes required by law to be withheld in connection with the Option. The Company or its Affiliates may require you to make a cash payment to cover any withholding tax obligation as a condition of exercise of the Option or issuance of certificates representing Option Shares. The Committee may, in its sole discretion, permit you to satisfy, in whole or in part, any withholding tax obligation which may arise in connection with the Option either by electing to have the Company withhold from the Option Shares to be issued upon exercise that number of Option Shares, or by electing to deliver to the Company already-owned shares of Common Stock of the Company, in either case having a Fair Market Value equal to the amount necessary to satisfy the statutory minimum withholding amount due.

- (14) 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, the Option or the Option 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.
- (15) Adjustments. The Committee shall 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 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.
- (16) Amendment. 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 Option Shares, as determined by the Committee, except as provided in the Plan, the Employment Agreement (if applicable) or in a written document signed by you and the Company.
- (17) Notice. 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.
- (18) Conformity and Conflict. Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any term in this Agreement, the Plan or your Employment Agreement (if applicable), the provisions of, first, the Plan, second, your Employment Agreement (if applicable), and lastly, this Agreement, will control in that order of priority, except in the case of Section 14 of this Agreement, which will control in all cases.
- (19) Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not

violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s) as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

- (20) Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.
- (21) 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.
- (22) 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) “**Cause**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of an effective Employment Agreement, means (i) conviction of or pleading of nolo contendere to a felony, (ii) fraud on or misappropriation of any funds or property of the Company, an Affiliate, customer or client, (iii) your breach of any provision of any employment, non-disclosure, non-competition, non-solicitation, assignment of inventions, or other similar agreement executed by you for the benefit of the Company and its Affiliates, (iv) dishonesty, (v) engaging in any act or omission which is in material violation of any Company or Employer policy, (vi) willful misconduct in connection with your duties or responsibilities or otherwise, gross negligence in the performance of your duties or responsibilities, or (vii) failure to perform your responsibilities in the best interests of the Company or any of its Affiliates, each as determined in good faith by the Company, which determination is conclusive.

(b) “**Service**” means your employment or other Service relationship with the Company or your Employer so long as your Employer is an Affiliate of the Company, except that if you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide Services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or Service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or Service relationship is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part of the Company or an Affiliate, your employment or Service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or Service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

(c) “**Total and Permanent Disability**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of an effective Employment Agreement, means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in your death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The Committee may require such proof of Total and Permanent 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.

(d) “**You,**” “**Your**” means the recipient of the Option 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 Option 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.

*{Signature page follows}*

IN WITNESS WHEREOF, this Agreement is dated as of the date executed by the Optionee.

**FTI CONSULTING, INC.**

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

**OPTIONEE'S ACKNOWLEDGMENT AND SIGNATURE**

I represent that I have read the Prospectus and am familiar with the Plan's terms. I hereby acknowledge that I have carefully read this Agreement and agree, on my behalf and on behalf of my beneficiaries, estate and permitted assigns, to be bound by all of the provisions set forth herein, and that the Option is subject to all of the terms and provisions of this Agreement and of the Plan under which the Option has been granted, as each may be amended in accordance with its terms. I agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under this Agreement or the Plan with respect to the Option.

**SIGNATURE OF OPTIONEE**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_