

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 2 TO FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): September 27, 2006

FTI CONSULTING, INC.

(Exact Name of Registrant as Specified in Charter)

Maryland
(State or other jurisdiction
of incorporation)

001-14875
(Commission File Number)

52-1261113
(IRS Employer
Identification No.)

500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (410) 951-4800

Not Applicable
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14d-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))

ITEM 9.01. Financial Statements and Exhibits

The Purchase Agreement for the offering of \$215 million principal amount of 7 ³/₄% Senior Notes due 2016 (the “Senior Notes”) of FTI Consulting, Inc. (“FTI”), which is filed as Exhibit 1.1 to this amended Current Report on Form 8-K/A dated September 27, 2006, corrects a typographical error in and supersedes and replaces the Purchase Agreement filed as Exhibit 1.1 to FTI’s amended Current Report on Form 8-K/A dated September 27, 2006 filed with the Securities and Exchange Commission on October 2, 2006.

(c) *Exhibits.*

- 1.1 Purchase Agreement dated September 27, 2006, by and among FTI Consulting, Inc., the Guarantors named therein and the Initial Purchasers named therein, relating to the Senior Notes

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: October 3, 2006

By: /s/ THEODORE I. PINCUS

Theodore I. Pincus
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
1.1	Purchase Agreement dated September 27, 2006, by and among FTI Consulting, Inc., the Guarantors named therein and the Initial Purchasers named therein, relating to the Senior Notes

FTI Consulting, Inc.
7 3/4% Senior Notes due 2016
PURCHASE AGREEMENT

September 27, 2006

DEUTSCHE BANK SECURITIES INC.
GOLDMAN, SACHS & CO.
c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, New York 10005

Ladies and Gentlemen:

FTI Consulting, Inc., a Maryland corporation (the "*Company*"), proposes, subject to the terms and conditions stated herein, to issue and sell to Deutsche Bank Securities Inc. and Goldman, Sachs & Co. (the "*Initial Purchasers*") an aggregate of \$215,000,000 principal amount of the 7 3/4% Senior Notes due 2016 of the Company, specified above (the "*Securities*"). The Securities will be unconditionally guaranteed as to the payment of principal, premium and interest (including special interest), if any (the "*Guarantees*"), by each of the entities listed on Schedule I hereto (the "*Guarantors*"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Pricing Offering Memorandum (as defined below) under the heading "Description of Notes."

The Securities are being offered and sold in connection with the acquisition (the "*Acquisition*") by FTI FD LLC ("*Bidco*"), a wholly-owned subsidiary of the Company, of the outstanding shares in FD International (Holdings) Limited (the "*Target*") and the outstanding Preferred Finance Securities of FD International 2 Limited. The acquisition will be effected by means of an offer for such shares and Preferred Finance Securities as described in the offer documents dated September 11, 2006 (collectively, the "*Offer Document*").

1. Each of the Company and the Guarantors, jointly and severally, represents and warrants to, and agrees with each of the Initial Purchasers that:

(a) (i) A preliminary offering memorandum, dated September 15, 2006 (the "*Preliminary Offering Memorandum*"), and a Pricing Supplement dated September 27, 2006 (the "*Pricing Supplement*"), have been prepared in connection with the offering of the Securities. As used herein, "*Pricing Offering Memorandum*" shall mean, with respect to any date or time referred to in this Agreement, the Preliminary Offering Memorandum, as supplemented by the Pricing Supplement, in the most recent form that has been prepared and delivered by the Company to the Initial Purchasers in connection with its solicitation of offers to purchase Notes prior to 10:30 A.M. on September 27, 2006 (the "*Time of Sale*"). Promptly after the Time of Sale and in any event no later than the second Business Day following the Time of Sale, the Company will prepare and deliver to the Initial Purchasers a Final Offering Memorandum (the "*Final Offering Memorandum*"), which will consist of the Preliminary Offering Memorandum with such changes therein as are required to reflect the information contained in the Pricing Supplement;

(ii) The Preliminary Offering Memorandum, the Final Offering Memorandum and any amendments or supplements thereto did not and will not, as of their respective dates, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the Initial Purchasers through Deutsche Bank Securities Inc. (the “*Representative*”) expressly for use therein;

(iii) The Pricing Offering Memorandum, as of the Time of Sale, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the Initial Purchasers through the Representative expressly for use therein; and

(iv) Each Company Supplemental Disclosure Document (as defined in Section 12(a)) listed on Schedule III hereto does not conflict with the information contained in the Pricing Offering Memorandum or the Final Offering Memorandum and each such Company Supplemental Disclosure Document, as supplemented by and taken together with the Pricing Offering Memorandum as of the Time of Sale, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the Initial Purchasers through the Representative expressly for use therein.

(b) Other than as set forth or contemplated in the Pricing Offering Memorandum and the Final Offering Memorandum, (i) neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included in the Pricing Offering Memorandum and the Final Offering Memorandum any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree and (ii) since the respective dates as of which information is given in the Pricing Offering Memorandum and the Final Offering Memorandum, there has not been (1) any change in the capital stock or long term debt of the Company or any of its subsidiaries (other than stock option transactions upon award exercises or vesting of equity awards pursuant to an employee benefit plan, normal debt payments and any other such transactions in the ordinary course of business) or (2) any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders’ equity or results of operations of the Company and its subsidiaries, taken as a whole, (any change or event described in this subclause (2), a “*Material Adverse Effect*”);

(c) The Company and its subsidiaries have good and marketable title to all personal property owned by them, free and clear of all liens, encumbrances and defects except such as would not have a Material Adverse Effect; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases, subleases or assigned leases with such exceptions that would not have a Material Adverse Effect;

(d) The Company and the Guarantors have each been duly incorporated or organized and are validly existing as corporations or limited liability companies in good standing under the laws of their respective jurisdictions of incorporation or formation, with power and authority (corporate and other) to own or lease their properties and conduct their business as described in the Pricing Offering Memorandum and the Final Offering Memorandum, and have been duly qualified as foreign corporations or limited liability companies for the transaction of business and are in good standing under the laws of each other jurisdiction in which they own or lease properties or conduct any business so as to require such qualification except where the failure to be so qualified or in good standing would not have a Material Adverse Effect;

(e) As of June 30, 2006, the Company had an authorized capitalization as set forth in the Pricing Offering Memorandum and the Final Offering Memorandum, and all of the issued shares of capital stock of the Company and the Subsidiaries have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of any preemptive or similar rights; all of the outstanding shares of capital stock of the Company and of each of the Subsidiaries will be free and clear of all liens, encumbrances, equities and claims or restrictions on transferability (other than those imposed by the Act and the securities or "Blue Sky" laws of certain jurisdictions) or voting; except as set forth in the Pricing Offering Memorandum and the Final Offering Memorandum, there are no (i) options, warrants or other rights to purchase, (ii) agreements or other obligations to issue or (iii) other rights to convert any obligation into, or exchange any securities for, shares of capital stock of or ownership interests in the Company or any of the Subsidiaries outstanding. Except for the Subsidiaries or as disclosed in the Pricing Offering Memorandum and the Final Offering Memorandum, the Company does not own, directly or indirectly, any shares of capital stock or any other equity or long-term debt securities or have any equity interest in any firm, partnership, joint venture or other entity;

(f) The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement and the consummation by the Company of the transactions contemplated hereby have been duly and validly authorized by the Company. This Agreement has been duly executed and delivered by the Company;

(g) The Indenture to be dated as of October 3, 2006 (the "*Indenture*") among the Company, the Guarantors and Wilmington Trust Company, as Trustee (the "*Trustee*") has been duly authorized by the Company and each of the Guarantors and, when executed and delivered by the Company, each of the Guarantors and the Trustee, the Indenture will constitute a valid and legally binding obligation of the Company and the Guarantors, enforceable against each of them in accordance with its terms, subject, as to enforcement, to bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and to general principles of equity and the discretion of the court before which any proceeding therefor may be brought (regardless of whether such enforcement is considered in a proceeding in equity or at law); and the Indenture will conform in all material respects to the description thereof in the Pricing Offering Memorandum and the Final Offering Memorandum and will be in substantially the form previously delivered to you;

(h) The Securities have been duly authorized by the Company and, when executed, issued and delivered pursuant to this Agreement and the Indenture and authenticated by the Trustee, will have been duly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture under which they are to be issued, subject, as to enforcement, to bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and to general principles of equity and the discretion of the court before which any proceeding therefor may be brought (regardless of whether such enforcement is considered in a proceeding in equity or at law); and the Securities will conform to the description thereof in the Pricing Offering Memorandum and the Final Offering Memorandum and will be in substantially the form previously delivered to you;

(i) The Guarantees have been duly authorized by each of the Guarantors and, when executed, issued and delivered pursuant to this Agreement and the Indenture, will have been duly executed, issued and delivered and will constitute valid and legally binding obligations of each such Guarantor, entitled to the benefits provided by the Indenture and enforceable against each of them in accordance with their terms, subject, as to enforcement, to bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and to general principles of equity and the discretion of the court before which any proceeding therefor may be brought (regardless of whether such enforcement is considered in a proceeding in equity or at law); and the Guarantees will conform to the description thereof in the Pricing Offering Memorandum and the Final Offering Memorandum and will be in substantially the form previously delivered to you;

(j) The registration rights agreement to be dated as of October 3, 2006, among the Company, the Guarantors and the Initial Purchasers (the "*Registration Rights Agreement*"), has been duly authorized by the Company and each of the Guarantors and, when executed and delivered by the Company, the Guarantors and the Initial Purchasers, will have been duly executed and delivered and, assuming that it is a valid and legally binding obligation of the Initial Purchasers, will constitute a valid and legally binding obligation of the Company and each of the Guarantors, enforceable against each of them in accordance with its terms, subject, as to enforcement, to bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and to general principles of equity and the discretion of the court before which any proceeding therefor may be brought (regardless of whether such enforcement is considered in a proceeding in equity or at law); and the Registration Rights Agreement will conform to the description thereof in the Pricing Offering Memorandum and the Final Offering Memorandum and will be in substantially the form previously delivered to you;

(k) The transactions contemplated by the Registration Rights Agreement, including, without limitation, the exchange of \$1,000 principal amount of new notes, with terms substantially identical to the Securities (the "*Exchange Securities*"), for each \$1,000 principal amount of the Securities (the "*Exchange Offer*"), have been approved by the Company. The Exchange Securities have been duly authorized for issuance by the Company and, when issued and delivered pursuant to the Indenture and authenticated by the Trustee, will have been duly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations of the Company, entitled to the benefits provided by the Indenture and enforceable in accordance with their

terms, subject, as to enforcement, to bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and to general principles of equity and the discretion of the court before which any proceeding therefor may be brought (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(l) The guarantees of the Company's obligations under the Exchange Securities (the "*Exchange Guarantees*") to be offered in exchange for the Guarantees in the Exchange Offer have been duly authorized by each of the Guarantors and, when issued and delivered pursuant to the Indenture, will have been duly executed, issued and delivered and will constitute valid and legally binding obligations of each such Guarantor, entitled to the benefits provided by the Indenture and enforceable against each of them in accordance with their terms, subject, as to enforcement, to bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and to general principles of equity and the discretion of the court before which any proceeding therefor may be brought (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(m) None of the transactions contemplated by this Agreement (including, without limitation, the use of the proceeds from the sale of the Securities) will violate or result in a violation of Section 7 of the Exchange Act, or any regulation promulgated thereunder, including, without limitation, Regulations T, U, and X of the Board of Governors of the Federal Reserve System;

(n) Prior to the date hereof, neither the Company nor any of its affiliates has taken any action which is designed to or which has constituted or which might have been expected to cause or result in stabilization or manipulation, under the Exchange Act, of the price of any security of the Company or any Guarantor in connection with the offering of the Securities;

(o) The issue and sale of the Securities and the Guarantees and the compliance by the Company and the Guarantors with all of the provisions of the Securities, the Guarantees, the Indenture, the Registration Rights Agreement and this Agreement and the consummation of the transactions herein and therein contemplated will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the articles of incorporation or organization or the by-laws or other governing documents, as applicable, of the Company or any of the Guarantors or (iii) result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties except, in the case of clauses (i) and (iii), for such conflicts, breaches, violations or defaults as would not have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Securities and the Guarantees or the consummation by the Company and the Guarantors of the transactions contemplated by this Agreement, the Securities, the Guarantees, the Indenture or the Registration Rights Agreement, except for (1) the filing of a registration statement by the Company with the Commission pursuant to the United States Securities Act of 1933, as amended (the "*Act*"), pursuant to Section 5(k) hereof, (2) such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky

laws in connection with the purchase and distribution of the Securities and the Guarantees by the Initial Purchasers and (3) such consents, approvals, authorizations, registrations or qualifications that either (x) have been obtained and are in full force and effect as of the date hereof or (y) are required to be obtained in connection with the Credit Agreement;

(p) None of the Company or the Subsidiaries has any liability for any prohibited transaction or funding deficiency or any complete or partial withdrawal liability with respect to any pension, profit sharing or other plan that is subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), to which the Company or any of the Subsidiaries makes or ever has made a contribution and in which any employee of the Company or of any Subsidiary is or has ever been a participant. With respect to such plans, the Company and each Subsidiary is in compliance in all material respects with all applicable provisions of ERISA.

(q) Each of the Company and the Subsidiaries carries insurance in such amounts and covering such risks as they reasonably believe to be adequate for the conduct of its business and the value of its properties.

(r) The Company and the Guarantors have all requisite corporate power and authority to execute, deliver and perform their respective obligations under the Indenture, the Registration Rights Agreement, the Notes and the Exchange Notes;

(s) Neither the Company nor any of its subsidiaries is in violation of its articles of incorporation or formation or its by-laws or other governing documents, as applicable, in default in the performance or observance of any material obligation, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except in the case of any violation or default that would not have a Material Adverse Effect;

(t) Other than as set forth in the Pricing Offering Memorandum and the Final Offering Memorandum, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the current or future financial position, stockholders’ equity or results of operations of the Company and its subsidiaries, taken as a whole; and, to the Company’s knowledge, no such proceedings are threatened by governmental authorities or by others;

(u) When the Securities and the Guarantees are issued and delivered pursuant to this Agreement, neither the Securities nor the Guarantees will be of the same class (within the meaning of Rule 144A under the Act) as securities which are listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated inter-dealer quotation system;

(v) The Company is subject to Section 13 or 15(d) of the Exchange Act;

(w) The Company is not, and after giving effect to the offering and sale of the Securities will not be, an “investment company,” as such term is defined in the United States Investment Company Act of 1940, as amended (the “*Investment Company Act*”);

(x) Neither the Company nor any person acting on its behalf (*provided* that no representation or warranty is made as to actions of the Initial Purchasers) has offered or sold the Securities by means of any general solicitation or general advertising within the meaning of Rule 502(c) under the Act or, with respect to Securities sold outside the United States to non-U.S. persons (as defined in Rule 902 under the Act), by means of any directed selling efforts within the meaning of Rule 902 under the Act and the Company and any person acting on its behalf has complied with and will implement the “offering restrictions” within the meaning of such Rule 902;

(y) Within the preceding six months neither the Company nor any other person acting on behalf of the Company has offered or sold to any person any Securities, or any securities of the same or a similar class as the Securities, other than Securities offered or sold to the Initial Purchasers hereunder. The Company will take reasonable precautions designed to insure that any offer or sale, direct or indirect, in the United States or to any U.S. person (as defined in Rule 902 under the Act) of any Securities or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Securities has been completed (as notified to the Company by the Initial Purchasers), is made under restrictions and other circumstances reasonably designed not to affect the status of the offer and sale of the Securities in the United States and to U.S. persons contemplated by this Agreement as transactions exempt from the registration provisions of the Act;

(z) KPMG LLP and Ernst & Young LLP, who have certified certain financial statements of the Company and its subsidiaries and of the Target, are independent public accountants as required by the Act and the rules and regulations of the Commission thereunder;

(aa) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) of the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company’s principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company’s internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting;

(bb) Since the date of the latest audited financial statements included in the Pricing Offering Memorandum and the Final Offering Memorandum, there has been no change in the Company’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and

(cc) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) of the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company’s principal executive officer and principal financial officer by others within those entities; such disclosure controls and procedures are effective.

2. Subject to the terms and conditions herein set forth, the Company and the Guarantors agree to issue and sell to the Initial Purchasers, and each of the Initial Purchasers agrees to purchase from the Company and the Guarantors, at a purchase price of 97.75% of the principal amount thereof, the principal amount of Securities (and the Guarantees thereof) set forth opposite the name of each Initial Purchaser in Schedule II hereto.

3. Upon the authorization by you of the release of the Securities and the Guarantees, the Initial Purchasers propose to offer the Securities and the Guarantees for sale upon the terms and conditions set forth in this Agreement, the Pricing Offering Memorandum and the Final Offering Memorandum and each Initial Purchaser hereby represents and warrants to, and agrees with the Company and the Guarantors that:

(a) It will offer and sell the Securities only to: (i) persons who it reasonably believes are “qualified institutional buyers” (“QIBs”) within the meaning of Rule 144A under the Act in transactions meeting the requirements of Rule 144A and (ii) through its selling agents, outside the United States, to non-U.S. persons in reliance on Regulation S under the Act;

(b) It is an Institutional Accredited Investor; and

(c) It will not offer or sell the Securities by any form of general solicitation or general advertising, including but not limited to the methods described in Rule 502(c) under the Act.

4. (a) The Securities to be purchased by the Initial Purchasers hereunder will be represented by one or more definitive global Securities in book-entry form which will be deposited by or on behalf of the Company with The Depository Trust Company (“DTC”) or its designated custodian. The Company will deliver the Securities to Deutsche Bank Securities Inc., for the account of each Initial Purchaser, against payment by or on behalf of such Initial Purchaser of the purchase price therefor by wire transfer to the Company in federal same day funds, by causing DTC to credit the Securities to the account of Deutsche Bank Securities Inc. at DTC. The Company will cause the certificates representing the Securities to be made available to Deutsche Bank Securities Inc. for checking at least twenty-four hours prior to the Time of Delivery (as defined below) at the office of DTC or its designated custodian (the “Designated Office”). The time and date of such delivery and payment shall be 9:30 a.m., New York City time, on October 3, 2006 or such other time and date as Deutsche Bank Securities Inc. and the Company may agree upon in writing. Such time and date are herein called the “Time of Delivery.”

(b) The documents to be delivered at the Time of Delivery by or on behalf of the parties hereto pursuant to Section 7 hereof, including the cross-receipt for the Securities and any additional documents requested by the Initial Purchasers pursuant to Section 7(i) hereof, will be delivered at such time and date at the offices of Kirkland & Ellis LLP, 153 East 53rd Street, New York, New York 10022 (the “Closing Location”), and the Securities will be delivered at the Designated Office, all at the Time of Delivery. A meeting will be held at the Closing Location at 3:00 p.m., New York City time, on the New York Business Day next preceding the Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, “New York Business Day” shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

5. Each of the Company and the Guarantors, jointly and severally, agrees with each of the Initial Purchasers:

(a) To prepare the Pricing Offering Memorandum and the Final Offering Memorandum in a form approved by you; to make no amendment or any supplement to the Pricing Offering Memorandum or the Final Offering Memorandum which shall be reasonably disapproved by you promptly after reasonable notice thereof; and to furnish you with copies thereof;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Securities and the Guarantees for offering and sale under the securities laws of such jurisdictions in the United States as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Securities and the Guarantees, *provided* that in connection therewith neither the Company nor any of the Guarantors shall be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(c) To furnish the Initial Purchasers with written and electronic copies of the Pricing Offering Memorandum, the Final Offering Memorandum and each amendment or supplement thereto in such quantities as you may from time to time reasonably request, and if, at any time prior to the resale by the Initial Purchasers of all the Securities, any event shall have occurred as a result of which the Pricing Offering Memorandum or the Final Offering Memorandum as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Pricing Offering Memorandum or Final Offering Memorandum is delivered, not misleading, or if for any other reason it shall be necessary or desirable during such same period to amend or supplement the Pricing Offering Memorandum or Final Offering Memorandum, to notify you and upon your request to prepare and furnish without charge to each Initial Purchaser and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Pricing Offering Memorandum or Final Offering Memorandum or a supplement to the Pricing Offering Memorandum or Final Offering Memorandum which will correct such statement or omission or effect such compliance;

(d) During the period beginning from the date hereof and continuing until the date 180 days after the Time of Delivery, not to offer, sell, contract to sell or otherwise dispose of any securities of the Company that are substantially similar to the Securities or the Guarantees, except (i) in exchange for the Exchange Securities or the Exchange Guarantees in connection with the Exchange Offer or (ii) with the prior written consent of each Initial Purchaser;

(e) Not to be or become, at any time prior to the expiration of three years after the Time of Delivery, an open-end investment company, unit investment trust, closed-end investment company or face-amount certificate company that is or is required to be registered under Section 8 of the Investment Company Act;

(f) At any time when the Company is not subject to Section 13 or 15(d) of the Exchange Act, for the benefit of holders from time to time of Securities, to furnish at its expense, upon request, to holders of Securities and prospective purchasers of securities information (the "*Additional Issuer Information*") satisfying the requirements of subsection (d)(4)(i) of Rule 144A under the Act;

(g) If requested by you, to use all commercially reasonable efforts to assist the Initial Purchasers to cause such Securities to be eligible for the PORTAL trading system of the National Association of Securities Dealers, Inc.;

(h) To furnish to the holders of the Securities as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the date of the Final Offering Memorandum), to make available to its stockholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail; *provided* that the Company's filings of any of the foregoing materials with the Commission that are publicly available on the Commission's Electronic Data Gathering, Analysis and Retrieval, or EDGAR, system shall be deemed to have been furnished to you at the time of such filing;

(i) During a period of two years from the date of the Final Offering Memorandum, to furnish to you copies of all reports or other communications (financial or other) furnished to stockholders of the Company, and to deliver to you (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any securities exchange on which the Securities or any class of securities of the Company is listed; and (ii) such additional information concerning the business and financial condition of the Company as you may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its stockholders generally or to the Commission); *provided* that the Company's filings of any of the foregoing materials with the Commission that are publicly available on the Commission's EDGAR system shall be deemed to have been furnished to you at the time of such filing;

(j) During the period of two years after the Time of Delivery, the Company will not, and will not permit any of its "affiliates" (as defined in Rule 144 under the Act) to, resell any of the Securities which constitute "restricted securities" under Rule 144 that have been reacquired by any of them; and

(k) To use the net proceeds received by it from the sale of the Securities pursuant to this Agreement substantially in the manner specified in the Pricing Offering Memorandum and the Final Offering Memorandum under the caption "Use of Proceeds."

6. The Company acknowledges and agrees that (i) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Initial Purchasers, on the other, (ii) in connection therewith and with the process leading to such transaction, each Initial Purchaser is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Initial Purchaser has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Initial Purchaser has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that either of the Initial Purchasers has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Initial Purchasers, or any of them, with respect to the subject matter hereof.

The Company and each of the Initial Purchasers hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

7. Each of the Company and the Guarantors, jointly and severally, covenants and agrees with each Initial Purchaser that the Company and the Guarantors will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the issue of the Securities and the Guarantees and all other expenses in connection with the preparation, printing and filing of the Preliminary Offering Memorandum and the Final Offering Memorandum and any amendments and supplements thereto and the mailing and delivering of copies thereof to the Initial Purchasers and dealers; (ii) the cost of printing or producing (except to the extent prepared by counsel for the Initial Purchasers) any Agreement among the Initial Purchasers, this Agreement, the Indenture, the Registration Rights Agreement, the Blue Sky surveys, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities, the Exchange Securities, the Guarantees and the Exchange Guarantees for offering and sale under state securities laws as provided in Section 5(b) hereof, including the fees and disbursements of counsel for the Initial Purchasers in an amount not to exceed \$15,000 in connection with such qualification and in connection with the Blue Sky surveys; (iv) any fees charged by securities rating services for rating the Securities and the Exchange Securities; (v) the cost of preparing the Securities; (vi) the fees and expenses of the Trustee and any agent of the Trustee and the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities; (vii) any cost incurred in connection with the designation of the Securities for trading in PORTAL; and (viii) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, (x) except as provided in this Section, and Sections 9 and 11 hereof, the Initial Purchasers will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make and (y) each party shall bear the cost of its respective expenses in connection with the "road show" undertaken in connection with the marketing of the Securities, except that the out-of-pocket costs of any chartered or private aircraft (including aircraft owned by the Company) shall be borne one-half by the Initial Purchasers and one-half by the Company.

8. The obligations of the Initial Purchasers hereunder shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Guarantors herein are, at and as of the Time of Delivery, true and correct, the condition that the Company and the Guarantors shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) Cahill Gordon & Reindel LLP, counsel for the Initial Purchasers, shall have furnished to you such opinion or opinions, dated the Time of Delivery, with respect to such matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(b) Kirkland & Ellis LLP, counsel for the Company, shall have furnished to you their written opinion, dated the Time of Delivery, in form and substance attached hereto as Annex A.

(c) Eric Miller, in-house counsel for the Company, shall have furnished to you her written opinion, dated the Time of Delivery, in form and substance reasonably satisfactory to you, to the effect that:

(i) The Company and each of the Guarantors is qualified as a foreign corporation or other entity to do business and is in good standing in each of the jurisdictions identified in the Officer's Certificate attached hereto as Annex A, as jurisdictions in which such corporation or other entity leases property or conducts business and the failure to be so qualified or in good standing would not individually or in the aggregate have a material adverse effect on the current or future consolidated financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole (a "*Material Adverse Effect*");

(ii) The outstanding shares of capital stock or other ownership interests of each of the Guarantors have been duly authorized by all necessary corporate or limited liability action on the part of such entity, are validly issued, fully paid and non-assessable, and are owned of record directly or indirectly by the Company;

(iii) To such counsel's knowledge and other than as set forth in the Pricing Offering Memorandum and the Final Offering Memorandum, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect; and, to the best of such counsel's knowledge, no such proceedings are threatened by governmental authorities or by others; and

(iv) To such counsel's knowledge, neither the Company nor any of its subsidiaries is (i) in violation of its articles of incorporation or organization or its by-laws or other governing documents, as applicable, or (ii) in default in the performance or observance of any material obligation, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except for such defaults which would not individually or in the aggregate have a Material Adverse Effect;

(d) DLA Piper US LLP, special counsel for: (i) the Company; (ii) Bidco; FTI, LLC; FTI Compass, LLC; FTI Investigations, LLC; FTI Repository Services, LLC; Lexecon, LLC; FTI Cambio, LLC; FTI IP, LLC; FTI International Risk, LLC; and FTI BKS Acquisition LLC, each a Maryland corporation or limited liability company (each a "*Maryland Guarantor*" and collectively, the "*Maryland Guarantors*"); (iii) Competition Policy Associates, Inc., a District of Columbia corporation (the "*DC Guarantor*"); and (iv) Teklicon, Inc., a California corporation (the "*California Guarantor*"), as applicable, shall have furnished to you their written opinion, dated the Time of Delivery, in form and substance satisfactory to you, to the effect that:

(i) Each Maryland Guarantor has been duly incorporated or formed, as the case may be, and is validly existing as a corporation or limited liability company in good standing under the laws of the State of Maryland, with corporate or limited liability company (as applicable) power and corporate or limited liability company (as applicable) authority to conduct its business as described in the Pricing Offering Memorandum and the Final Offering Memorandum;

(ii) The DC Guarantor has been duly incorporated and is validly existing as a corporation in good standing under the laws of the District of Columbia with the corporate power and corporate authority to conduct its business as described in the Pricing Offering Memorandum and the Final Offering Memorandum;

(iii) The California Guarantor has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of California with the corporate power and corporate authority to conduct its business as described in the Pricing Offering Memorandum and the Final Offering Memorandum;

(iv) Each of the Indenture, the Guarantee, the Registration Rights Agreement and this Agreement has been duly authorized, executed and delivered by each Maryland Guarantor, the DC Guarantor and the California Guarantor; and

(v) The Exchange Guarantee has been duly authorized by each Maryland Guarantor, the DC Guarantor and the California Guarantor.

(e) (x) On the date of the Pricing Offering Memorandum prior to the execution of this Agreement and also at the Time of Delivery, each of KPMG LLP and Ernst & Young LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance reasonably satisfactory to you and (y) at the Time of Delivery, each of KPMG LLP and Ernst & Young LLP shall have furnished to you a bring-down letter, dated the respective dates of delivery thereof, in form and substance reasonably satisfactory to you;

(f) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included in the Pricing Offering Memorandum and the Final Offering Memorandum any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, other than as set forth or contemplated in the Pricing Offering Memorandum and the Final Offering Memorandum, and (ii) since the respective dates as of which information is given in the Pricing Offering Memorandum and the Final Offering Memorandum, there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries, taken as a whole, or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, other than as set forth or contemplated in the Pricing Offering Memorandum and the Final Offering Memorandum, the effect of which, in any such case described in clause (i) or (ii), is in the judgment of the Initial Purchasers so material and adverse as to make it impracticable or inadvisable to proceed with the offering or the delivery of the Securities on the terms and in the manner contemplated in this Agreement and in the Pricing Offering Memorandum and the Final Offering Memorandum;

(g) On or after the date hereof (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities;

(h) On or after the date hereof there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange or on the Nasdaq National Market; (ii) a suspension or material limitation in trading in the Company's securities on the Nasdaq National Market; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war; or (v) the occurrence of any other calamity or crisis

or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in the judgment of the Initial Purchasers makes it impracticable or inadvisable to proceed with the offering or the delivery of the Securities on the terms and in the manner contemplated in the Pricing Offering Memorandum;

(i) The Securities have been designated for trading on PORTAL, upon the prior request of the Initial Purchasers;

(j) The Company shall have delivered executed copies of the Securities, the Indenture and the Registration Rights Agreement to the Initial Purchasers, in each case in form and substance reasonably satisfactory to the Company and the Initial Purchasers;

(k) Substantially contemporaneously with the Time of Delivery, the Company shall have consummated the Acquisition (other than with respect to up to 25% of the outstanding shares of the Target, to the extent any of such shares are not tendered as of the Time of Delivery; *provided* that to the extent that any such shares are not acquired on or prior to October 9, 2006, the Company shall exercise its “drag-along” right to acquire such shares not later than February 2007) in accordance with the terms of the Offer Document; and

(l) The Company shall have furnished or caused to be furnished to you at the Time of Delivery certificates of officers of the Company satisfactory to you as to the accuracy of the representations and warranties of the Company and the Guarantors herein at and as of such Time of Delivery, as to the performance by the Company and the Guarantors of all of their obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (g) and (h) of this Section and as to such other matters as you may reasonably request.

9. (a) The Company and the Guarantors, jointly and severally, will indemnify and hold harmless each Initial Purchaser against any losses, claims, damages or liabilities, joint or several, to which such Initial Purchaser may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Offering Memorandum, the Pricing Offering Memorandum or Final Offering Memorandum, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and will reimburse each Initial Purchaser for any legal or other expenses reasonably incurred by such Initial Purchaser in connection with investigating or defending any such action or claim as such expenses are incurred; *provided, however*, that neither the Company nor any of the Guarantors shall be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Offering Memorandum, the Pricing Offering Memorandum or Final Offering Memorandum or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by any Initial Purchaser through the Representative expressly for use therein.

(b) Each Initial Purchaser will indemnify and hold harmless the Company and the Guarantors against any losses, claims, damages or liabilities to which the Company and the Guarantors may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Offering Memorandum, the Pricing Offering Memorandum or Final Offering Memorandum, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact or necessary to make the statements therein

not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Offering Memorandum, the Pricing Offering Memorandum or Final Offering Memorandum or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by such Initial Purchaser through the Representative expressly for use therein; and will reimburse the Company and the Guarantors for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party other than under such applicable subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors on the one hand and the Initial Purchasers on the other from the offering of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Guarantors on the one hand and the Initial Purchasers on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantors on the one hand and the Initial Purchasers on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company and the Guarantors to the total underwriting discounts and commissions received by the Initial Purchasers, in each case as set forth in the Pricing Offering Memorandum. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantors on the one hand

or the Initial Purchasers on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Guarantors and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation or by any other method of allocation (even if the Initial Purchasers were treated as one entity for such purpose) which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses of one counsel (including local counsel) reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), the Initial Purchasers shall not be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by them and distributed to investors were offered to investors exceeds the amount of any damages which the Initial Purchasers have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. The Initial Purchasers' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company and the Guarantors under this Section 9 shall be in addition to any liability which the Company and the Guarantors may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls the Initial Purchasers within the meaning of the Act; and the obligations of the respective Initial Purchasers under this Section 9 shall be in addition to any liability which the Initial Purchasers may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company or any Guarantor and to each person, if any, who controls the Company or any Guarantor within the meaning of the Act.

10. (a) If any Initial Purchaser shall default in its obligation to purchase the Securities which it has agreed to purchase hereunder, you may in your discretion arrange for you or another party or other parties to purchase such Securities on the terms contained herein. If within thirty-six hours after such default by any Initial Purchaser you do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Securities on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Securities, or the Company notifies you that it has so arranged for the purchase of such Securities, you or the Company shall have the right to postpone the Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Pricing Offering Memorandum or Final Offering Memorandum, or in any other documents or arrangements, and the Company agrees to prepare promptly any amendments to the Pricing Offering Memorandum or Final Offering Memorandum which in your opinion may thereby be made necessary. The term "Initial Purchaser" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Securities.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser by you and the Company as provided in subsection (a) above, the aggregate principal amount of such Securities which remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Initial Purchaser to purchase the principal amount of Securities which such Initial Purchaser agreed to purchase hereunder and, in addition, to require each non-defaulting Initial Purchaser to purchase its pro rata share (based on the principal amount of Securities which such Initial Purchaser agreed to purchase hereunder) of the Securities of such defaulting Initial Purchaser for which such arrangements have not been made; but nothing herein shall relieve a defaulting Initial Purchaser from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser by you and the Company as provided in subsection (a) above, the aggregate principal amount of Securities which remains unpurchased exceeds one-eleventh of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Initial Purchasers to purchase Securities of a defaulting Initial Purchaser, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Initial Purchaser or the Company, except for the expenses to be borne by the Company and the Initial Purchasers as provided in Section 6 hereof and the indemnity and contribution agreements in Section 8 hereof; but nothing herein shall relieve a defaulting Initial Purchaser from liability for its default.

11. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Guarantors and the several Initial Purchasers, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Initial Purchaser or any controlling person of any Initial Purchaser, or the Company, or any Guarantor, or any officer or director or controlling person of the Company or any Guarantor, and shall survive delivery of and payment for the Securities.

12. (a) The Company represents and agrees that, without the prior consent of each Initial Purchaser, it has not made and will not make any offer relating to the Securities that, if the offering of the Securities contemplated by this Agreement were conducted as a public offering pursuant to a registration statement filed under the Act with the Commission, would constitute an "issuer free writing prospectus," as defined in Rule 433 under the Act (any such offer is hereinafter referred to as a "*Company Supplemental Disclosure Document*");

(b) each Initial Purchaser represents and agrees that, without the prior consent of the Company and each other Initial Purchaser, other than the Pricing Supplement, it has not made and will not make any offer relating to the Securities that, if the offering of the Securities contemplated by this Agreement were conducted as a public offering pursuant to a registration statement filed under the Act with the Commission, would constitute a "free writing prospectus," as defined in Rule 405 under the Act (any such offer (other than any such term sheets), is hereinafter referred to as a "*Purchaser Supplemental Disclosure Document*"); and

(c) any Company Supplemental Disclosure Document or Purchaser Supplemental Disclosure Document the use of which has been consented to by the Company and the Initial Purchasers is listed on Schedule III hereto;

13. If this Agreement shall be terminated pursuant to Section 10 hereof, neither the Company nor any Guarantor shall then be under any liability to any Initial Purchaser except as provided in Sections 7 and 9 hereof; but if for any other reason the Securities are not delivered by or on behalf of the Company as provided herein, the Company and the Guarantors, jointly and severally, will reimburse you for all out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Initial Purchasers in making preparations for the purchase, sale and delivery of the Securities any and the Guarantees, but none of the Company or the Guarantors shall then be under further liability to a Initial Purchaser except as provided in Sections 7 and 9 hereof.

14. The statements set forth (i) in the last paragraph on the front cover page regarding delivery of the Notes (as such paragraph is supplemented by the Pricing Supplement), (ii) in the third sentence under the third paragraph under the heading "Private Placement" in

the Pricing Offering Memorandum (iii) in the third and fourth sentences in the twelfth paragraph under the heading "Private Placement" in the Pricing Offering Memorandum and (iv) in the thirteenth paragraph under the heading "Private Placement" in the Pricing Offering Memorandum (in each case to the extent such statements relate to the Initial Purchaser) constitute the only information furnished by the Initial Purchaser to the Company for the purposes of Sections 1(a) and 9 hereof.

15. In all dealings hereunder, you shall act on behalf of each of the Initial Purchaser, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Initial Purchaser made or given by you.

16. All statements, requests, notices and agreements hereunder shall be in writing, and if to the Initial Purchaser shall be delivered or sent by mail, telex or facsimile transmission to Deutsche Bank Securities Inc., 60 Wall Street, New York, New York 10005, and if to the Company or any Guarantor, shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Pricing Offering Memorandum, Attention: Secretary. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

17. This Agreement shall be binding upon, and inure solely to the benefit of, the Initial Purchasers, the Company, the Guarantors and, to the extent provided in Sections 9 and 10 hereof, the officers and directors of the Company and the Guarantors and each person who controls the Company, any Guarantor or any Initial Purchaser, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Securities from any Initial Purchaser shall be deemed a successor or assign by reason merely of such purchase.

18. Time shall be of the essence of this Agreement.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

20. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us four counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Initial Purchaser, this letter and such acceptance hereof shall constitute a binding agreement between the Initial Purchaser, the Company and each of the Guarantors.

Very truly yours,

FTI CONSULTING, INC.

By: /s/ THEODORE I. PINCUS

Name: Theodore I. Pincus

Title: Executive V.P., CFO & Treasurer

FTI, LLC

FTI REPOSITORY SERVICES

LEXECON, LLC

TEKLICON, INC.

FTI CAMBIO, LLC

FTI IP, LLC

FTI FD LLC

FTI COMPASS, LLC

FTI INVESTIGATIONS, LLC

COMPETITION POLICY ASSOCIATES, INC.

FTI INTERNATIONAL RISK, LLC

FTI BKS ACQUISITION LLC

By: /s/ THEODORE I. PINCUS

Name: Theodore I. Pincus

Title: CFO & Treasurer

Accepted as of the date hereof:

DEUTSCHE BANK SECURITIES INC.

By: /s/ JOHN EYDENBERG
Name: John Eydenberg
Title: MD

By: /s/ JAMES PARIS
Name: James Paris
Title: Director

GOLDMAN, SACHS & CO.

By: /s/ GOLDMAN, SACHS & CO.

(Goldman, Sachs & Co.)

SCHEDULE I

FTI, LLC, a Maryland limited liability company

FTI Repository Services, LLC, a Maryland limited liability company

Lexecon, LLC, a Maryland limited liability company

Teklicon, Inc., a California corporation

FTI Cambio, LLC, a Maryland limited liability company

FTI IP, LLC, a Maryland limited liability company

FTI FD LLC, a Maryland limited liability company

FTI Compass, LLC, a Maryland limited liability company

FTI Investigations, LLC, a Maryland limited liability company

Competition Policy Associates, Inc., a District of Columbia corporation

FTI International Risk, LLC, a Maryland limited liability company

FTI BKS Acquisition LLC, a Maryland limited liability company

SCHEDULE II

Initial Purchaser	Percentage of Principal Amount of Securities to be Purchased
Deutsche Bank Securities Inc.	85%
Goldman, Sachs & Co	15%
Total	100%

SCHEDULE III

None

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