Table of Contents

As filed with the Securities and Exchange Commission on May 10, 2011

Registration No. 333-173096

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 1
to
Form S-4

REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

FTI CONSULTING, INC.*

(Exact name of registrant as specified in its charter)

Maryland	8742	52-1261113
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

777 South Flagler Drive, Suite 1500 West Tower
West Palm Beach, Florida 33401
(561) 515-1900

(Address, including zip code, and telephone number, including area code, of each of the registrants' principal executive offices)

***SEE TABLE OF ADDITIONAL GUARANTOR REGISTRANTS LISTED ON THE FOLLOWING PAGE**

Eric B. Miller
Executive Vice President, General Counsel and Chief Ethics Officer
FTI Consulting, Inc.
500 East Pratt Street, Suite 1400
Baltimore, Maryland 21202
(410) 951-4800

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:
Christopher M. Kelly, Esq.
Jones Day
222 East 41st Street
New York, New York 10017-6702
(212) 326-3939

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If the securities being registered on this Form are to be offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

The registrants hereby amend this registration statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a), may determine.

Table of Contents

TABLE OF ADDITIONAL REGISTRANTS*

Exact name of registrant as specified in its charter	State or other jurisdiction of incorporation or organization	I.R.S. employer identification number
Attenex Corporation	Washington	91-2108490
Compass Lexecon LLC	Maryland	20-0302099
Competition Policy Associates, Inc.	District of Columbia	33-1034453
FD MWA Holdings Inc.	Delaware	05-0579952
FD U.S. Communications, Inc.	New York	13-3128710
FTI, LLC	Maryland	34-2025396
FTI Consulting LLC	Maryland	26-0455131
FTI General Partner LLC	Maryland	26-0659309
FTI Hosting LLC	Maryland	26-0659182
FTI International LLC	Maryland	20-5486544
FTI Investigations, LLC	Maryland	42-1684517
FTI SMG LLC	Maryland	26-2156158
FTI Technology LLC	Maryland	02-0736098

* The address and telephone number for each of the additional registrants is c/o FTI Consulting, Inc., 909 Commerce Road, Annapolis, Maryland 21401, telephone: (410) 224-8770. The name, address, including zip code, and telephone number of the agent for service for each additional registrant is c/o Eric B. Miller, Executive Vice President, General Counsel and Chief Ethics Officer of FTI Consulting, Inc., 500 E. Pratt Street, Suite 1400, Baltimore, Maryland 21202, telephone: (410) 951-4800.

Table of Contents

The information in this prospectus is not complete and may be changed. We may not complete this exchange offer or issue these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, Dated May 10, 2011

PROSPECTUS

FTI CONSULTING, INC.

Offer to Exchange
$400,000,000 Outstanding 6 3/4% Senior Notes due 2020
for $400,000,000 Registered 6 3/4% Senior Notes due 2020

FTI Consulting, Inc. is offering, upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, to exchange an aggregate principal amount of up to $400,000,000 of our 6 3/4% senior notes due 2020, which we refer to as the "exchange notes," for an equal principal amount of our outstanding 6 3/4% senior notes due 2020. When we refer to "old notes," we are referring to the outstanding 6 3/4% senior notes due 2020. The exchange notes will represent the same debt as the old notes and we will issue the exchange notes under the same indenture as the old notes.

The exchange offer will expire at 5:00 p.m., New York City time, on , 2011, unless extended.

Terms of the Exchange Offer

- We will issue exchange notes for all old notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer.
- You may withdraw tendered old notes at any time prior to the expiration of the exchange offer.
- The terms of the exchange notes are identical in all material respects (including principal amount, interest rate, maturity and redemption rights) to the old notes for which they may be exchanged, except that the exchange notes generally will not be subject to transfer restrictions or be entitled to registration rights and the exchange notes will not have the right to earn additional interest under circumstances relating to our registration obligations.
- Certain of our subsidiaries will guarantee our obligations under the exchange notes, including the payment of principal of, premium, if any, and interest on the notes. These guarantees of the exchange notes will be senior unsecured obligations of the subsidiary guarantors.
- The exchange of old notes for exchange notes pursuant to the exchange offer will not be a taxable event for U.S. federal income tax purposes. See the discussion under the caption "Certain U.S. Federal Tax Considerations."
- There is no existing market for the exchange notes to be issued, and we do not intend to apply for listing or quotation on any securities exchange or market.

An investment in the exchange notes involves risks. You should carefully review the risk factors beginning on page 7 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined whether this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Each broker-dealer that receives exchange notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. The accompanying letter of transmittal relating to the exchange offer states that by so acknowledging and delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act of 1933, as amended, or the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for old notes where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of up to 180 days after the date the registration statement becomes effective, we will provide copies of this prospectus to broker-dealers upon request for use in connection with any such resale. See "Plan of Distribution."

Prospectus dated , 2011.

TABLE OF CONTENTS

	Page
MARKET AND INDUSTRY DATA	ii
CERTAIN TERMS USED IN THIS PROSPECTUS	ii
WHERE YOU CAN FIND MORE INFORMATION	ii
INCORPORATION OF CERTAIN INFORMATION BY REFERENCE	iii
CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS	iv
SUMMARY	1
RISK FACTORS	7
THE EXCHANGE OFFER	13
RATIO OF EARNINGS TO FIXED CHARGES	21
USE OF PROCEEDS	22
DESCRIPTION OF OTHER INDEBTEDNESS	23
DESCRIPTION OF NOTES	29
CERTAIN U.S. FEDERAL TAX CONSIDERATIONS	73
PLAN OF DISTRIBUTION	78
LEGAL MATTERS	79
EXPERTS	79

We have not authorized anyone to give you any information or to make any representations about the exchange offer we discuss in this prospectus other than those contained or incorporated by reference in this prospectus. If you are given any information or representation about this matter that is not discussed, you must not rely on that information. This prospectus is not an offer to sell or a solicitation of an offer to buy securities anywhere or to anyone where or to whom we are not permitted to offer to sell securities under applicable law.

In determining whether to participate in the exchange offer, investors must rely on their own examination of the issuer and the terms of the exchange notes and the exchange offer, including the merits and risks involved. The securities offered by this prospectus have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this prospectus. Any representation to the contrary is a criminal offense.

MARKET AND INDUSTRY DATA AND FORECASTS

Certain market and industry data included in or incorporated by reference into this prospectus have been obtained from third party sources that we believe to be reliable, such as The Deal LLC, Mergermarket and KM World Magazine. Market estimates are calculated by using independent industry publications, government publications and third party forecasts in conjunction with our assumptions about our markets. We have not independently verified such third party information and cannot assure you of its accuracy or completeness. While we are not aware of any misstatements regarding any market, industry or similar data presented herein, such data involves risks and uncertainties and is subject to change based on various factors, including those discussed under the headings "Cautionary Note Regarding Forward-Looking Statements" and "Risk Factors" in this prospectus.

CERTAIN TERMS USED IN THIS PROSPECTUS

In this prospectus, unless otherwise indicated or the context otherwise requires:

- Unless otherwise indicated or required by the context, the terms "FTI," "we," "our," "us" and the "Company" refer to FTI Consulting, Inc. and all of its consolidated subsidiaries (except in the section entitled "Description of Notes," in which case such terms refer only to FTI Consulting, Inc. and not to any of its subsidiaries).
- The "issuer" refers to FTI Consulting, Inc., a Maryland corporation.
- The "old notes" refers to the issuer's currently outstanding 6 3/4% senior notes due 2020. The offering of old notes was made only to qualified institutional buyers under Rule 144A and to persons outside the United States under Regulation S and, accordingly, was exempt from registration under the Securities Act.
- The "exchange notes" refers to the issuer's new 6 3/4% senior notes due 2020 offered in the exchange offer. The terms of the exchange notes offered in the exchange offer are substantially identical to the terms of the old notes, except that the exchange notes will be registered under the Securities Act and will not be subject to restrictions on transfer or provisions relating to additional interest.
- The "notes" refers collectively to the old notes and the exchange notes.
- The "initial purchasers" refers to Banc of America Securities LLC, J.P. Morgan Securities LLC, Goldman, Sachs & Co., Deutsche Bank Securities Inc., HSBC Securities (USA) Inc., KKR Capital Markets LLC, RBS Securities Inc., Wells Fargo Securities, LLC, Comerica Securities, Inc., PNC Capital Markets LLC, Santander Investment Securities Inc. and SunTrust Robinson Humphrey, Inc., collectively.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission, or the SEC, a registration statement on Form S-4 under the Securities Act that registers the exchange notes that will be offered in exchange for the old notes. The registration statement, including the attached exhibits and schedules, contains additional relevant information about us and the notes. The rules and regulations of the SEC allow us to omit from this document certain information included in the registration statement.

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document we file at the SEC's public reference rooms at 100 F Street N.E., Washington, D.C. 20549. You can also request copies of the documents, upon payment of a duplicating fee, by writing the Public Reference Section of the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. These SEC filings are also available to the public from the SEC's web site at http://www.sec.gov.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to "incorporate by reference" in this prospectus the information in other documents that we file with it, which means that we can disclose important business and financial information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and information in documents that we file later with the SEC will automatically update and supersede information contained in documents filed earlier with the SEC or contained in this prospectus or a prospectus supplement. We incorporate by reference in this prospectus the documents listed below and any future filings that we may make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, prior to the termination of the offering under this prospectus (other than any information furnished pursuant to Item 2.02 or Item 7.01 of any Current Report on Form 8-K unless we specifically state in such Current Report that such information is to be considered "filed" under the Exchange Act, or we incorporate it by reference into a filing under the Securities Act or the Exchange Act):

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2010, filed with the SEC on February 25, 2011;
- our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2011, filed with the SEC on May 6, 2011;
- our Definitive Proxy Statement on Schedule 14A filed with the SEC on April 18, 2011, but only to the extent that such Proxy Statement was incorporated by reference into our Annual Report on Form 10-K for the fiscal year ended December 31, 2010, filed with the SEC on February 25, 2011; and
- our Current Reports on Form 8-K filed with the SEC on January 6, 2011, March 1, 2011, March 3, 2011 and March 23, 2011.

Notwithstanding the foregoing, we are not incorporating any document or information deemed to have been furnished and not filed in accordance with SEC rules. You may obtain a copy of any or all of the documents referred to above which may have been or may be incorporated by reference into this prospectus (excluding certain exhibits to the documents) at no cost to you by writing or telephoning us at the following address:

FTI Consulting, Inc.
500 East Pratt Street, Suite 1400
Baltimore, Maryland 21202
Attention: Corporate Secretary
Telephone: (410) 951-4800

To obtain timely delivery of any of our filings, agreements or other documents, you must make your request to us no later than , 2011. In the event that we extend the exchange offer, you must submit your request at least five business days before the expiration date of the exchange offer, as extended. We may extend the exchange offer in our sole discretion. See "The Exchange Offer" for more detailed information.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the documents incorporated by reference herein, contain forward-looking statements that are subject to risks, uncertainties and other factors that could cause actual results to differ materially from those expressed or implied in the statements. Statements that are not historical facts are forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include statements concerning our plans, objectives, goals, strategies, future events, future revenues, future results and performance, future capital expenditures, expectations, plans or intentions relating to acquisitions and other matters, business trends and other information that is not historical. Forward-looking statements often contain words such as estimates, expects, anticipates, projects, plans, intends, believes, forecasts and variations of such words or similar expressions. All forward-looking statements, including, without limitation, management's examination of historical operating trends, are based upon our historical performance and our current plans, estimates and expectations at the time we make them and various assumptions. There can be no assurance that management's expectations, beliefs and projections will result or be achieved. Our actual financial results, performance or achievements could differ materially from those expressed in, or implied by, any forward-looking statements. The inclusion of any forward-looking information should not be regarded as a representation by us or any other person that the future plans, estimates or expectations contemplated by us will be achieved. Given these risks, uncertainties and other factors, you should not place undue reliance on any forward-looking statements.

There are a number of risks and uncertainties that could cause our actual results to differ materially from the forward-looking statements contained in, or implied by, statements in this prospectus, including the documents incorporated by reference herein. Important factors that could cause our actual results to differ materially from such forward-looking statements are set forth in this prospectus and the documents incorporated by reference herein, including under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2010 and in our Quarterly Report on Form 10-Q for the three months ended March 31, 2011. They include risks and uncertainties and assumptions relating to our operations, financial results, financial condition, business prospects, growth strategy and liquidity, including the following:

- changes in demand for our services;
- our ability to attract and retain qualified professionals and senior management;
- conflicts resulting in our inability to represent certain clients;
- our former employees joining competing businesses;
- our ability to manage our professionals' utilization and billing rates and maintain or increase the pricing of our services and products;
- our ability to make acquisitions and integrate the operations of acquisitions as well as the costs of integration;
- our ability to adapt to and manage the risks associated with operating in non-U.S. markets;
- our ability to replace senior managers and practice leaders who have highly specialized skills and experience;
- our ability to identify suitable acquisition candidates, negotiate advantageous terms and take advantage of opportunistic acquisition situations;
- periodic fluctuations in revenues, operating income and cash flows;
- fee discounting or renegotiation, lower pricing, less advantageous contract terms and unexpected terminations of client engagements;
- competition;
- general economic factors, industry trends, restructuring and bankruptcy rates, capital market conditions, merger and acquisition activity, major litigation activity and other events outside of our control;

- our ability to manage growth;
- risk of non-payment of receivables;
- the amount and terms of our outstanding indebtedness;
- proposed changes in accounting principles; and
- risks relating to the obsolescence of, changes to, or the protection of, our proprietary software products and intellectual property rights.

There may be other factors that may cause our actual results to differ materially from our forward-looking statements. All forward-looking statements attributable to us or persons acting on our behalf apply only as of the date of the document in which they were made and are expressly qualified in their entirety by the cautionary statements included or incorporated by reference in this prospectus. We undertake no obligation to publicly update or revise any forward-looking statements to reflect subsequent events or circumstances and do not intend to do so.

SUMMARY

This summary does not contain all the information that may be important to you. You should carefully read this prospectus in its entirety before making an investment decision. In particular, you should read the section titled "Risk Factors" and our consolidated financial statements and the related notes thereto included elsewhere in this prospectus as well as in the documents incorporated by reference in this prospectus.

Our Company

We are a leading global business advisory firm dedicated to helping organizations protect and enhance their enterprise value in difficult and increasingly complex economic, legal and regulatory environments. We operate through five business segments:

- Corporate Finance/Restructuring;
- Forensic and Litigation Consulting;
- Economic Consulting;
- Technology; and
- Strategic Communications.

We work closely with our clients to help them anticipate, understand, manage and overcome complex business matters arising from such factors as the economy, financial and credit markets, governmental regulation and legislation and litigation. We assist clients in addressing a broad range of business challenges, such as restructuring (including bankruptcy), financing and credit issues and indebtedness, interim business management, forensic accounting and litigation matters, mergers and acquisitions, or M&A, antitrust and competition matters, electronic discovery, or e-discovery, management and retrieval of electronically stored information, reputation management and strategic communications. We also provide services to help our clients to take advantage of economic, regulatory, financial and other business opportunities. We have expertise in highly specialized industries, including real estate and construction, automotive, telecommunications, healthcare, energy and utilities, chemicals, banking, insurance, pharmaceuticals, retail, information technology and communications, and media and entertainment. Our experienced professionals include many individuals who are widely recognized as experts in their respective fields. Our professionals include PhDs, MBAs, JDs, CPAs, CPA-ABVs (who are CPAs accredited in business valuations), CPA-CFFs (who are CPAs certified in financial forensics), CRAs (certified risk analysts), Certified Turnaround Professionals, Certified Insolvency and Reorganization Advisors, Certified Fraud Examiners, ASAs (accredited senior appraisers), construction engineers and former senior government officials. Our clients include Fortune 500 corporations, FTSE 100 companies, global banks and local, state and national governments and agencies in the United States and other countries. In addition, major U.S. and international law firms refer us or engage us on behalf of their clients. We believe clients retain us because of our recognized expertise and capabilities in highly specialized areas, as well as our reputation for satisfying clients' needs.

Our Corporate Information

We are incorporated under the laws of the State of Maryland. We are a publicly traded company with common stock listed on the New York Stock Exchange under the symbol "FCN." Our executive offices are located at 777 South Flagler Drive, Suite 1500 West Tower, West Palm Beach, Florida 33401. Our telephone number is (561) 515-1900. Our website is www.fticonsulting.com. The information on our website is not a part of this prospectus.

Summary of the Terms of the Exchange Offer

On September 27, 2010, we completed an offering of $400,000,000 aggregate principal amount of old 6 3/4% senior notes due October 1, 2020. The offering of the old notes was made only to qualified institutional buyers under Rule 144A and to persons outside the United States under Regulation S and, accordingly, was exempt from registration under the Securities Act.

Notes Offered	Up to $400,000,000 aggregate principal amount of new 6 3/4% senior notes due October 1, 2020, registered under the Securities Act. The terms of the exchange notes offered in the exchange offer are substantially identical to the terms of the old notes, except that the exchange notes will be registered under the Securities Act and generally will not be subject to restrictions on transfer or provisions relating to additional interest. The exchange notes will bear a different CUSIP or ISIN number from the old notes and will not entitle their holders to registration rights.
The Exchange Offer	You may exchange old notes for exchange notes.
Resale of Exchange Notes	We believe the exchange notes that will be issued in the exchange offer may be resold by most investors without compliance with the registration and prospectus delivery provisions of the Securities Act, subject to certain conditions. You should read the discussion under the heading "The Exchange Offer" for further information regarding the exchange offer and the ability to resell the exchange notes.
Consequences of Failure to Exchange the Old Notes	You will continue to hold old notes that remain subject to their existing transfer restrictions if: • you do not tender your old notes; or • you tender your old notes and they are not accepted for exchange. With some limited exceptions, we will have no obligation to register the old notes after we consummate the exchange offer. See "The Exchange Offer—Terms of the Exchange Offer" and "The Exchange Offer—Consequences of Failure to Exchange."
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2011, or the expiration date, unless we extend it, in which case expiration date means the latest date and time to which the exchange offer is extended.
Interest on the Exchange Notes	The exchange notes will accrue interest from the most recent date to which interest has been paid or provided for on the old notes or, if no interest has been paid on the old notes, from the date of original issue of the old notes.

Conditions to the Exchange Offer	The exchange offer is subject to several customary conditions. We will not be required to accept for exchange, or to issue exchange notes in exchange for, any old notes and may terminate or amend the exchange offer if we determine in our reasonable judgment that the exchange offer violates applicable law, any applicable interpretation of the SEC or its staff or any order of any governmental agency or court of competent jurisdiction. The foregoing conditions are for our sole benefit and may be waived by us. In addition, we will not accept for exchange any old notes tendered, and no exchange notes will be issued in exchange for any such old notes if: • at any time any stop order is threatened or in effect with respect to the registration statement of which this prospectus constitutes a part; or • at any time any stop order is threatened or in effect with respect to the qualification of the indenture governing the notes under the Trust Indenture Act of 1939. See "The Exchange Offer—Conditions." We reserve the right to terminate or amend the exchange offer at any time prior to the expiration date upon the occurrence of any of the foregoing events.
Procedures for Tendering Old Notes	If you wish to accept the exchange offer, you must submit required documentation and effect a tender of old notes pursuant to the procedures for book-entry transfer (or other applicable procedures), all in accordance with the instructions described in this prospectus and in the relevant letter of transmittal. See "The Exchange Offer—Procedures for Tendering," "The Exchange Offer—Book Entry Transfer" and "The Exchange Offer—Guaranteed Delivery Procedures."
Guaranteed Delivery Procedures	If you wish to tender your old notes, but cannot properly do so prior to the expiration date, you may tender your old notes according to the guaranteed delivery procedures set forth in "The Exchange Offer."
Withdrawal Rights	Tenders of old notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date. To withdraw a tender of old notes, a written or facsimile transmission notice of withdrawal must be received by the exchange agent at its address set forth in "The Exchange Offer—Exchange Agent" prior to 5:00 p.m. on the expiration date.
Acceptance of Old Notes and Delivery of Exchange	Except in some circumstances, any and all old notes that are validly tendered in the exchange offer prior to 5:00 p.m., New York City time, on the expiration date will be accepted for exchange. The exchange notes issued pursuant to the exchange offer will be delivered promptly following the expiration date. See "The Exchange Offer—Terms of the Exchange Offer."

Certain U.S. Federal Tax Consequences	We believe that the exchange of the old notes for the exchange notes will not constitute a taxable exchange for U.S. federal income tax purposes. See “Certain U.S. Federal Tax Considerations.”
Exchange Agent	Wilmington Trust Company is serving as exchange agent in connection with the exchange offer.

The Exchange Notes

The terms of the exchange notes offered in the exchange offer are identical in all material respects to the terms of the old notes, except that the exchange notes will:

- be registered under the Securities Act and therefore will not be subject to restrictions on transfer;
- not be subject to provisions relating to additional interest;
- bear a different CUSIP or ISIN number from the old notes;
- not entitle their holders to registration rights; and
- be subject to terms relating to book-entry procedures and administrative terms relating to transfers that differ from those of the old notes.

Issuer	FTI Consulting, Inc.
Notes Offered	$400,000,000 aggregate principal amount of 6 3/4% senior notes due October 1, 2020.
Maturity	The exchange notes mature on October 1, 2020.
Interest	The exchange notes will bear interest at a rate of 6 3/4% per annum, payable semi-annually.
Interest Payment Dates	On April 1 and October 1 of each year, commencing April 1, 2011.
Guarantees	The obligations under the exchange notes will be fully and unconditionally guaranteed, jointly and severally, by all of our existing and future domestic restricted subsidiaries, subject to certain exceptions. See “Description of Notes—Guarantees.”
Ranking	The exchange notes and the guarantees will be our guarantors’ general unsecured senior obligations. The indebtedness evidenced by the notes and the guarantees will: • rank equally in right of payment with all of our and the guarantors’ existing and future senior indebtedness; • rank senior in right of payment to any existing and future subordinated indebtedness; • be effectively junior to all of our and the guarantors’ secured debt, including our $250.0 million senior secured credit facility, which we refer to as the Revolving Credit Facility, to the extent of the value of the collateral securing such indebtedness; and • be structurally subordinated to all existing and future indebtedness and other liabilities of any current and future non-guarantor subsidiaries (other than indebtedness and liabilities owed to us or one of our guarantor subsidiaries).
Optional Redemption	We may redeem the exchange notes, in whole or in part, at any time and from time to time on or after October 1, 2015 at the redemption prices listed under “Description of Notes—Optional Redemption.”

	At any time prior to October 1, 2015, we may redeem exchange notes, in whole or in part, at a price equal to 100% of the principal amount plus an applicable "make-whole" premium and accrued and unpaid interest to the redemption date, described in this prospectus under "Description of Notes—Optional Redemption." At any time prior to October 1, 2013, we may use the net proceeds of certain equity offerings to redeem up to 35% of the aggregate principal amount of the exchange notes at a redemption price equal to 106.750% of the principal amount thereof, plus accrued and unpaid interest, if any. For more information, see "Description of Notes—Optional Redemption."
Change of Control	If we experience certain types of changes of control, we will be required to repurchase the exchange notes at a purchase price equal to 101% of the principal amount, plus accrued and unpaid interest to, but excluding, the date of repurchase. See "Description of Notes—Repurchase at the Option of Holders—Change of Control."
Certain Covenants	The indenture governing the exchange notes that limit our ability and the ability of our restricted subsidiaries to, among other things: • incur or guarantee additional indebtedness; • make certain restricted payments; • create or incur certain liens; • create restrictions on the payment of dividends or other distributions to us from our restricted subsidiaries; • engage in certain sale and leaseback transactions; • transfer all or substantially all of our assets or the assets of any restricted subsidiary or enter into merger or consolidation transactions with third parties; and engage in certain transactions with affiliates. These covenants are subject to important exceptions and qualifications, which are described under the heading "Description of Notes—Certain Covenants" in this prospectus. Subject to certain limitations, certain covenants will cease to apply to the exchange notes at all times after the exchange notes obtain investment grade ratings from both Moody's Investors Service, Inc., or Moody's, and Standard & Poor's Ratings Group, or S&P.
Risk Factors	See "Risk Factors" and the other information included or incorporated in this prospectus for a discussion of factors you should carefully consider before deciding to exchange your old notes for exchange notes.

RISK FACTORS

Before deciding to participate in the exchange offer, you should consider carefully the risks and uncertainties described below and in Item 1A "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2010 and in our Quarterly Report on Form 10-Q for the three months ended March 31, 2011, together with all of the other information included or incorporated by reference in this prospectus, including financial statements and related notes. While these are the risks and uncertainties we believe are most important for you to consider, you should know that they are not the only risks or uncertainties facing us or which may adversely affect our business. If any of the following risks or uncertainties actually occurs, our business, financial condition or results of operations could be materially adversely affected.

Risks Related to the Notes

Our leverage could adversely affect our financial condition or operating flexibility and prevent us from fulfilling our obligations under the notes and our other outstanding indebtedness.

Our total consolidated long-term debt as of March 31, 2011 was approximately $815.6 million. Our level of indebtedness could have important consequences on our future operations, including:

- making it more difficult for us to satisfy our payment and other obligations under the notes or our other outstanding debt;
- resulting in an event of default if we fail to comply with the financial and other covenants contained in the indenture governing the notes and our other outstanding debt agreements, which could result in all of our debt becoming immediately due and payable and could permit the lenders under our Revolving Credit Facility to foreclose on the assets securing such debt;
- subjecting us to the risk of increased sensitivity to interest rate increases on our debt with variable interest rates, including the Revolving Credit Facility;
- reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other general corporate purposes, and limiting our ability to obtain additional financing for these purposes;
- limiting our flexibility in planning for, or reacting to, and increasing our vulnerability to, changes in our business, the industry in which we operate and the general economy; and
- placing us at a competitive disadvantage compared to our competitors that have less debt or are less leveraged.

If we or our subsidiaries incur additional debt, the related risks that we and they now face could intensify.

Our ability to pay principal and interest on and to refinance our debt depends upon the operating performance of our subsidiaries, which will be affected by, among other things, general economic, financial, competitive, legislative, regulatory and other factors, many of which are beyond our control.

Our business may not generate sufficient cash flow from operations and future borrowings may not be available to us under our Revolving Credit Facility or otherwise in an amount sufficient to enable us to pay our debt or to fund our other liquidity needs.

Our 7 3/4% senior notes due 2016, or 2016 Notes, and 3 3/4% convertible senior subordinated notes due 2012, or Convertible Notes, will mature before the maturity of the notes. In the event that we need to refinance all or a portion of our outstanding debt before maturity or as it matures, we may not be able to obtain terms as favorable as the terms of our existing debt or refinance our existing debt at all. If prevailing interest rates or other factors existing at the time of refinancing result in higher interest rates upon refinancing, then the interest expense relating to the refinanced debt would increase. Furthermore, if any rating agency changes our credit rating or outlook, our debt and equity securities could be negatively affected, which could adversely affect our financial condition and results of operations.

Despite our current level of indebtedness, we and our subsidiaries may still incur significant additional indebtedness, which could further exacerbate the risks associated with our substantial indebtedness.

We and our subsidiaries may be able to incur substantial additional indebtedness, including additional secured indebtedness, in the future. The terms of the indenture governing the notes and the credit agreement governing our Revolving Credit Facility limit, but do not prohibit, us from incurring additional indebtedness. In addition, the indenture that will govern the notes will allow us to issue additional notes under certain circumstances which may also be guaranteed by the guarantors and our future domestic subsidiaries. The indenture will also allow us to incur certain other additional secured debt, which would be effectively senior to the notes. In addition, the indenture will not prevent us from incurring other liabilities that do not constitute indebtedness. See "Description of Notes." Our ability to incur additional indebtedness may have the effect of reducing the amounts available to pay amounts due with respect to the notes. If we incur new debt or other liabilities, the related risks that we and our subsidiaries now face could intensify.

We may not be able to generate sufficient cash to service our indebtedness, including the notes, and we may be forced to take other actions to satisfy our payment obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or to refinance our indebtedness depends on our future performance, which will be affected by financial, business and economic conditions and other factors. We will not be able to control many of these factors, such as economic conditions in the industry in which we operate and competitive pressures. Our cash flow may not be sufficient to allow us to pay principal and interest on our debt and to meet our other obligations, including with respect to the notes. If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, or to sell assets, seek additional capital or restructure or refinance our indebtedness, including the notes. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In addition, the terms of existing or future debt agreements, including our Revolving Credit Facility and the indenture that will govern the notes, may restrict us from pursuing any of these alternatives. Any limitation on our ability to pay principal of and interest on the notes would likely reduce the value of the notes.

Our variable rate indebtedness will subject us to interest rate risk, which could cause our annual debt service obligations to increase significantly.

Borrowings under our Revolving Credit Facility are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income would decrease. An increase in debt service obligations under our variable rate indebtedness could affect our ability to make payments required under the terms of the notes.

The covenants in our Revolving Credit Facility and the indentures governing our debt instruments impose restrictions that may limit our operating and financial flexibility.

The Revolving Credit Facility includes negative covenants that may, subject to exceptions, limit our ability and the ability of our subsidiaries to, among other things:

- create, incur, assume or suffer to exist liens;
- make investments and loans;
- create, incur, assume or suffer to exist additional indebtedness or guarantees;
- engage in mergers, acquisitions, consolidations, sale-leasebacks and other asset sales and dispositions;
- pay dividends or redeem or repurchase our capital stock;
- alter the business that we and our subsidiaries conduct;

- engage in certain transactions with affiliates;
- modify the terms of certain indebtedness, including the indentures governing the Convertible Notes, the 2016 Notes and the notes offered hereby;
- prepay, redeem or purchase certain indebtedness, including the Convertible Notes, the 2016 Notes and the notes offered hereby; and
- make material changes to accounting and reporting practices.

In addition, the Revolving Credit Facility includes financial covenants that may require us to maintain (i) a maximum leverage ratio, (ii) a maximum senior secured leverage ratio, (iii) a minimum fixed charge coverage ratio and (iv) commencing December 31, 2011, minimum liquidity of at least 115% of the aggregate outstanding principal amount of Convertible Notes (excluding amounts subject to net share settlement).

The indenture governing the notes and our 2016 Notes contains a number of significant restrictions and covenants that may limit our ability and our subsidiaries' ability to, among other things:

- incur or guarantee additional indebtedness;
- make certain restricted payments;
- create or incur certain liens;
- create restrictions on the payment of dividends or other distributions to us from our restricted subsidiaries;
- engage in certain sale and leaseback transactions;
- transfer all or substantially all of our assets or the assets of any restricted subsidiary or enter into merger or consolidation transactions with third parties; and
- engage in certain transactions with affiliates.

Operating results below current levels or other adverse factors, including a significant increase in interest rates, could result in us being unable to comply with certain debt covenants. If we violate these covenants and are unable to obtain waivers, our debt under these agreements would be in default and could be accelerated and could permit, in the case of secured debt, the lenders to foreclose on our assets securing the debt thereunder. If the indebtedness is accelerated, we may not be able to repay our debt or borrow sufficient funds to refinance it. Even if we are able to obtain new financing, it may not be on commercially reasonable terms or on terms that are acceptable to us. If our debt is in default for any reason, our cash flows, results of operations or financial condition could be materially and adversely affected. In addition, complying with these covenants may also cause us to take actions that are not favorable to holders of the notes and may make it more difficult for us to successfully execute our business strategy and compete against companies that are not subject to such restrictions.

The guarantees may not be enforceable because of fraudulent conveyance laws.

The obligation of our guarantor subsidiaries may be subject to challenge under state, federal or foreign fraudulent conveyance or transfer laws. Under state and federal laws, if a court, in a lawsuit by an unpaid creditor or representative of creditors of such subsidiary, such as a trustee in bankruptcy or the subsidiary in its capacity as debtor-in-possession, were to find that, at the time such obligation was incurred, such subsidiary, among other things:

- did not receive fair consideration or reasonably equivalent value therefore; and
- either:
- was (or was rendered) insolvent by the incurrence of the guarantee;

- was engaged or about to engage in a business or transaction for which its assets constituted unreasonably small capital to carry on its business; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay as such debts matured,

a court could void such subsidiary's obligation under the guarantee, and direct the return of any payment made under the guarantee to the subsidiary or to a fund for the benefit of its creditors.

Moreover, regardless of the factors identified above, such court could void such subsidiary's obligation, and direct such repayment, if it found that the obligation was incurred with the intent to hinder, delay, or defraud such subsidiary's creditors. In that event, the holder of the notes would not have the benefit of such subsidiary's guarantee and would have to look for payment solely from us.

The measure of insolvency for purposes of the above will vary depending upon the law of the jurisdiction being applied. Generally, however, an entity would be considered insolvent:

- if the sum of its debts is greater than the fair value of all of its property;
- if the present fair salable value of its assets is less than the amount that will be required to pay its probable liability on its existing debts as they become absolute and mature; or
- if it could not pay its debts as they become due.

Effective subordination of the notes and the guarantees to substantially all of our existing and future secured debt and the existing and future debt of the guarantors may reduce amounts available for payment of the notes and guarantees.

The notes and the guarantees are unsecured. Accordingly, the notes will be effectively subordinated to any of our existing and future secured indebtedness, including the Revolving Credit Facility, and, a guarantor's guarantees will be effectively subordinated to all of that guarantor's secured indebtedness, in each case to the extent of the value of the assets securing such indebtedness. In the event of a bankruptcy, liquidation or similar proceeding, or if payment under any secured obligation is accelerated, the assets that serve as collateral for any secured indebtedness will be available to satisfy the obligations under the secured indebtedness before any payments are made on the notes. As of March 31, 2011, we had approximately $25.2 million of secured indebtedness.

Effective subordination of the notes and the guarantees to indebtedness of our existing and future non-guarantor subsidiaries may reduce amounts available for payment of the notes and the guarantees.

The notes and the guarantees will also be effectively subordinated to the unsecured indebtedness and other liabilities of our subsidiaries that are not guarantors and of those guarantors whose guarantees of the notes are released or terminated. Except to the extent that we or a guarantor is a creditor with recognized claims against our other subsidiaries, all claims of creditors (including trade creditors) and holders of preferred stock, if any, of our other subsidiaries will have priority with respect to the assets of such subsidiaries over our and the guarantors' claims (and therefore the claims of our creditors, including holders of the notes). As of March 31, 2011, our subsidiaries (other than the guarantors) have approximately $191.1 million of liabilities, of which approximately $114.8 million are owed to us or the guarantors.

We may not have sufficient funds to repurchase the notes upon a change of control, and certain strategic transactions may not constitute a change of control.

The terms of the notes will require us to make an offer to repurchase the notes upon the occurrence of a change of control (as defined under "Description of Notes" in this prospectus) at a purchase price equal to 101% of the respective principal amount of the notes plus accrued interest to the date of the purchase. It is possible that

we will not have sufficient funds at the time of the change of control to make the required repurchase of notes and will be required to obtain third party financing to do so. We may not be able to obtain this financing on commercially reasonable terms, or on terms acceptable to us, or at all. In addition, the occurrence of certain change of control events may constitute an event of default under the terms of our credit facilities. Such an event of default would entitle the lenders under our credit facilities to, among other things, cause all outstanding debt hereunder to become due and payable.

We continuously evaluate and may in the future enter into strategic transactions. Any such transaction could happen at any time, could be material to our business and could take any number of forms, including, for example, an acquisition, merger or a sale of all or substantially all of our assets. Moreover, such strategic transactions may not be deemed to constitute a "change of control" as defined in the indenture that will govern the notes.

Ratings of the notes may affect the market price and marketability of the notes.

The notes have been rated by Moody's Investors Service, Inc. and Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. Such ratings are limited in scope, and do not address all material risks relating to an investment in the notes, but rather reflect only the view of each rating agency at the time the rating is issued. An explanation of the significance of such rating may be obtained from such rating agency. There is no assurance that such credit ratings will remain in effect for any given period of time or that such ratings will not be lowered, suspended or withdrawn entirely by the rating agencies, if, in each rating agency's judgment, circumstances so warrant. It is also possible that such ratings may be lowered in connection with future events, such as future acquisitions. Holders of notes will have no recourse against us or any other parties in the event of a change in or suspension or withdrawal of such ratings. Any lowering, suspension or withdrawal of such ratings may have an adverse effect on the market price or marketability of the notes.

If on any future date the notes have investment grade ratings, many of the restrictive covenants will be terminated.

If on any future date the notes are rated at least BBB- (or the equivalent) by S&P and at least Baa3 (or the equivalent) by Moody's and certain other conditions are met, many of the restrictive covenants in the Indenture will be terminated and will not go back into effect at any time. We cannot assure you that the notes will ever be rated investment grade or that, if they are, that they will maintain such ratings. Termination of these covenants would allow us to engage in certain actions that would not be permitted while these covenants are in effect and any such actions that we take after the covenants are terminated will be permitted even if the notes subsequently fail to maintain investment grade ratings. See "Description of Notes—Certain Covenants."

Risks Relating to the Exchange Offer

Your ability to transfer the exchange notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the exchange notes.

The exchange notes will constitute a new issue of securities for which there is no established trading market. We do not intend to have the exchange notes listed on a national securities exchange or to arrange for quotation on any automated dealer quotation systems. The initial purchasers of the old notes have advised us that they intend to make a market in the exchange notes, as permitted by applicable laws and regulations; however, the initial purchasers are not obligated to make a market in the exchange notes and they may discontinue their market-making activities at any time without notice. Therefore, we cannot assure you as to the development or liquidity of any trading market for the exchange notes. The liquidity of any market for the exchange notes will depend on a number of factors, including:

- the number of holders of exchange notes;
- our operating performance and financial condition;

- the market for similar securities;
- the interest of securities dealers in making a market in the exchange notes; and
- prevailing interest rates.

Historically, the market for debt securities similar to the exchange notes has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the exchange notes. We cannot assure you that the market, if any, for the exchange notes will be free from similar disruptions or that any such disruptions may not adversely affect the prices at which you may sell your exchange notes. Therefore, we cannot assure you that you will be able to sell your exchange notes at a particular time or that the price you receive when you sell will be favorable.

You may not receive the exchange notes in the exchange offer if the exchange offer procedures are not properly followed.

We will issue the exchange notes in exchange for your old notes only if you properly tender the old notes before expiration of the exchange offer. Neither we nor the exchange agent are under any duty to give notification of defects or irregularities with respect to the tenders of the old notes for exchange. If you are the beneficial holder of old notes that are held through your broker, dealer, commercial bank, trust company or other nominee, and you wish to tender such notes in the exchange offer, you should promptly contact the person through whom your old notes are held and instruct that person to tender on your behalf.

Broker-dealers may become subject to the registration and prospectus delivery requirements of the Securities Act and any profit on the resale of the exchange notes may be deemed to be underwriting compensation under the Securities Act.

Any broker-dealer that acquires exchange notes in the exchange offer for its own account in exchange for old notes which it acquired through market-making or other trading activities must acknowledge that it will comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction by that broker-dealer. Any profit on the resale of the exchange notes and any commission or concessions received by a broker-dealer may be deemed to be underwriting compensation under the Securities Act.

If you do not exchange your old notes, they may be difficult to resell.

It may be difficult for you to sell old notes that are not exchanged in the exchange offer, since any old notes not exchanged will continue to be subject to the restrictions on transfer described in the legend on the global security representing the outstanding old notes. These restrictions on transfer exist because we issued the old notes pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws. Generally, the old notes that are not exchanged for exchange notes will remain restricted securities. Accordingly, those old notes may not be offered or sold, unless registered under the Securities Act and applicable state securities laws, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws.

The market price for the exchange notes may be volatile.

Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the exchange notes offered hereby. The market for the exchange notes, if any, may be subject to similar disruptions. Any such disruptions may adversely affect the value of your exchange notes.

THE EXCHANGE OFFER

The following contains a summary of the material provisions of the exchange offer being made pursuant to the registration rights agreement, dated September 27, 2010, which we refer to as the registration rights agreement, with respect to the old notes, among us, the subsidiary guarantors and the initial purchasers of the old notes. It does not contain all of the information that may be important to an investor in the exchange notes.

Terms of the Exchange Offer

General

In connection with the issuance of the old notes, we entered into a registration rights agreement with the initial purchasers, which provides for the exchange offer.

Under the registration rights agreement, we have agreed:

- to use commercially reasonable efforts to file with the SEC the registration statement, of which this prospectus is a part, with respect to a registered offer to exchange the old notes for the exchange notes; and
- to commence the exchange offer promptly after the effectiveness of this registration statement and to use our best efforts to complete the exchange offer no later than 30 business days after the effective date.

We will keep the exchange offer open for the period required by applicable law, but in any event for at least 20 business days.

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, all old notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date will be accepted for exchange. Exchange notes will be issued in exchange for an equal principal amount of outstanding old notes accepted in the exchange offer. Old notes may be tendered only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. This prospectus, together with the letter of transmittal, is being sent to all registered holders as of , 2011. The exchange offer is not conditioned upon any minimum principal amount of old notes being tendered for exchange. However, the obligation to accept old notes for exchange pursuant to the exchange offer is subject to certain customary conditions as set forth herein under "—Conditions."

Old notes shall be deemed to have been accepted as validly tendered when, as and if we have given oral or written notice of such acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders of old notes for the purposes of receiving the exchange notes and delivering exchange notes to such holders.

Based on interpretations by the Staff of the SEC as set forth in no-action letters issued to third parties (including Exxon Capital Holdings Corporation (available May 13, 1988), Morgan Stanley & Co. Incorporated (available June 5, 1991), K-111 Communications Corporation (available May 14, 1993) and Shearman & Sterling (available July 2, 1993)), we believe that the exchange notes issued pursuant to the exchange offer may be offered for resale, resold and otherwise transferred by any holder of such exchange notes, other than any such holder that is a broker-dealer or an "affiliate" of us within the meaning of Rule 405 under the Securities Act, without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that:

- such exchange notes are acquired in the ordinary course of business;
- at the time of the commencement of the exchange offer such holder has no arrangement or understanding with any person to participate in a distribution of such exchange notes; and
- such holder is not engaged in and does not intend to engage in a distribution of such exchange notes.

We have not sought and do not intend to seek a no-action letter from the SEC, with respect to the effects of the exchange offer, and there can be no assurance that the Staff would make a similar determination with respect to the exchange notes as it has in previous no-action letters.

By tendering old notes in exchange for relevant exchange notes, and executing the letter of transmittal for such notes, each holder will represent to us that:

- any exchange notes to be received by it will be acquired in the ordinary course of business;
- it has no arrangements or understandings with any person to participate in the distribution of the old notes or exchange notes within the meaning of the Securities Act; and
- it is not our "affiliate," as defined in Rule 405 under the Securities Act.

If such holder is a broker-dealer, it will also be required to represent that it will receive the exchange notes for its own account in exchange for old notes acquired as a result of market-making activities or other trading activities and that it will deliver a prospectus in connection with any resale of exchange notes. See "Plan of Distribution." If such holder is not a broker-dealer, it will be required to represent that it is not engaged in and does not intend to engage in the distribution of the exchange notes. Each holder, whether or not it is a broker-dealer, also will be required to represent that it is not acting on behalf of any person that could not truthfully make any of the foregoing representations contained in this paragraph. If a holder of old notes is unable to make the foregoing representations, such holder may not rely on the applicable interpretations of the Staff of the SEC and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction unless such sale is made in compliance with the provisions of Rule 144 under the Securities Act or another available exemption from the registration requirements of the Securities Act.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. Each letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of up to 180 days after the date the registration statement becomes effective, we will provide copies of this prospectus to broker-dealers upon request for use in connection with any such resale. See "Plan of Distribution."

Upon consummation of the exchange offer, any old notes not tendered will remain outstanding and continue to accrue interest at the rate of 6 3/4%, but, with limited exceptions, holders of old notes who do not exchange their old notes for exchange notes pursuant to the exchange offer will no longer be entitled to registration rights and will not be able to offer or sell their old notes unless such old notes are subsequently registered under the Securities Act, except pursuant to an exemption from or in a transaction not subject to the Securities Act and applicable state securities laws. With limited exceptions, we will have no obligation to effect a subsequent registration of the old notes.

Expiration Date; Extensions; Amendments; Termination

The expiration date for the exchange offer shall be 5:00 p.m., New York City time, on , 2011, unless we, in our sole discretion, extend the exchange offer, in which case the expiration date for the exchange offer shall be the latest date to which the exchange offer is extended.

To extend the expiration date, we will notify the exchange agent of any extension by oral or written notice and will notify the holders of old notes by means of a press release or other public announcement prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date for the exchange offer. Such an announcement will include disclosure of the approximate aggregate principal amount of old notes tendered to date and may state that we are extending the exchange offer for a specified period of time.

In relation to the exchange offer, we reserve the right to:

- delay acceptance of any old notes, to extend the exchange offer or to terminate the exchange offer and not permit acceptance of old notes not previously accepted if any of the conditions set forth under "—Conditions" shall have occurred and shall not have been waived by us prior to the expiration date, by giving oral or written notice of such delay, extension or termination to the exchange agent; or
- amend the terms of the exchange offer in any manner deemed by us to be advantageous to the holders of old notes.

Any such delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral or written notice of such delay, extension or termination or amendment to the exchange agent. If the terms of the exchange offer are amended in a manner determined by us to constitute a material change, we will promptly disclose such amendment in a manner reasonably calculated to inform the holders of the old notes of such amendment.

Without limiting the manner in which we may choose to make public an announcement of any delay, extension or termination of the exchange offer, we shall have no obligations to publish, advertise or otherwise communicate any such public announcement, other than by making a timely release to an appropriate news agency.

Interest on the Exchange Notes

The exchange notes will accrue interest at the rate of 6 3/4% per annum, accruing interest from the last interest payment date on which interest was paid on the corresponding old note surrendered in exchange for such exchange note to the day before the consummation of the exchange offer, and thereafter, *provided*, that if an old note is surrendered for exchange on or after a record date for the notes for an interest payment date that will occur on or after the date of such exchange and as to which interest will be paid, interest on the exchange note received in exchange for such old note will accrue from the date of such interest payment date. Interest on the exchange notes is payable on April 1 and October 1 of each year, commencing April 1, 2011. No additional interest will be paid on old notes tendered and accepted for exchange except as provided in the registration rights agreement.

Procedures for Tendering

To tender in the exchange offer, a holder must complete, sign and date the letter of transmittal, or a facsimile of such letter of transmittal, have the signatures on such letter of transmittal guaranteed if required by such letter of transmittal, and mail or otherwise deliver such letter of transmittal or such facsimile, together with any other required documents, to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date. In addition, either

- a timely confirmation of a book-entry transfer of old notes into the exchange agent's account at DTC, pursuant to the procedure for book-entry transfer described below, must be received by the exchange agent prior to the expiration date with the letter of transmittal; or
- the holder must comply with the guaranteed delivery procedures described below.

We will issue exchange notes only in exchange for old notes that are timely and properly tendered. The method of delivery of the letter of transmittal and all other required documents is at the election and risk of the note holders. If such delivery is by mail, it is recommended that registered or certified mail, properly insured, with return receipt requested, be used. In all cases, sufficient time should be allowed to assure timely delivery and you should carefully follow the instructions on how to tender the old notes. No letters of transmittal or other required documents should be sent to us. Delivery of all letters of transmittal and other documents must be made to the exchange agent at its address set forth below. Holders may also request their respective brokers, dealers,

commercial banks, trust companies or nominees to effect such tender for such holders. Neither we nor the exchange agent are required to tell you of any defects or irregularities with respect to your old notes or the tenders thereof.

The tender by a holder of old notes will constitute an agreement between such holder and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal. Any beneficial owner whose old notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact such registered holder promptly and instruct such registered holder to tender on his behalf.

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed by any member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor" institution within the meaning of Rule 17Ad-15 under the Exchange Act, each of which we refer to as an Eligible Institution, unless the old notes tendered pursuant to such letter of transmittal or notice of withdrawal, as the case may be, are tendered (1) by a registered holder of old notes who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal or (2) for the account of an Eligible Institution.

If a letter of transmittal is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and unless waived by us, submit with such letter of transmittal evidence satisfactory to us of their authority to so act.

All questions as to the validity, form, eligibility, time of receipt and withdrawal of the tendered old notes will be determined by us in our sole discretion, such determination being final and binding on all parties. We reserve the absolute right to reject any and all old notes not properly tendered or any old notes that, if accepted, would, in the opinion of counsel for us, be unlawful. We also reserve the absolute right to waive any irregularities or defects with respect to tender as to particular old notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of old notes must be cured within such time as we shall determine. None of us, the exchange agent or any other person will be under any duty to give notification of defects or irregularities with respect to tenders of old notes, nor shall any of them incur any liability for failure to give such notification. Tenders of old notes will not be deemed to have been made until such irregularities have been cured or waived. Any old notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned without cost to such holder by the exchange agent, unless otherwise provided in the letter of transmittal, promptly following the expiration date.

In addition, we reserve the right in our sole discretion, subject to the provisions of each indenture pursuant to which the notes are issued, to:

- purchase or make offers for any old notes that remain outstanding subsequent to the expiration date or, as set forth under "—Conditions," to terminate the exchange offer;
- redeem the old notes as a whole or in part at any time and from time to time, as set forth under "Description of Notes—Optional Redemption;" and
- purchase the old notes in the open market, in privately negotiated transactions or otherwise, to the extent permitted under applicable law.

The terms of any such purchases or offers could differ from the terms of this exchange offer.

Acceptance of Old Notes for Exchange; Delivery of Exchange Notes

Upon satisfaction or waiver of all of the conditions to the exchange offer, all old notes properly tendered will be accepted promptly after the expiration date, and the exchange notes of the same series will be issued promptly after acceptance of such old notes. See "—Conditions." For purposes of the exchange offer, old notes shall be deemed to have been accepted as validly tendered for exchange when, as and if we have given oral or written notice thereof to the exchange agent. For each old note accepted for exchange, the holder of such series of old notes will receive an exchange note of the same series having a principal amount equal to that of the surrendered old note.

In all cases, issuance of exchange notes for old notes that are accepted for exchange pursuant to the exchange offer will be made only after timely receipt by the exchange agent of:

- a timely book-entry confirmation of such old notes into the exchange agent's account at the book-entry transfer facility;
- a properly completed and duly executed letter of transmittal; and
- all other required documents.

If any tendered old notes are not accepted for any reason set forth in the terms and conditions of the exchange offer, such unaccepted or such non-exchanged old notes will be returned without cost to the tendering holder of such notes, if in certificated form, or credited to an account maintained with such book-entry transfer facility as promptly as practicable after the expiration or termination of the exchange offer.

Book-Entry Transfer

The exchange agent will make a request to establish an account with respect to the old notes at the book-entry transfer facility for purposes of the exchange offer within two business days after the date of this prospectus. Any financial institution that is a participant in the book-entry transfer facility's systems may make book-entry delivery of old notes by causing the book-entry transfer facility to transfer such old notes into the exchange agent's account for the relevant notes at the book-entry transfer facility in accordance with such book-entry transfer facility's procedures for transfer. However, although delivery of old notes may be effected through book-entry transfer at the book-entry transfer facility, the letter of transmittal or facsimile thereof with any required signature guarantees and any other required documents must, in any case, be transmitted to and received by the exchange agent at one of the addresses set forth below under "—Exchange Agent" on or prior to the expiration date or the guaranteed delivery procedures described below must be complied with.

Exchanging Book-Entry Notes

The exchange agent and the book-entry transfer facility have confirmed that any financial institution that is a participant in the book-entry transfer facility may utilize the book-entry transfer facility Automated Tender Offer Program, or ATOP, procedures to tender old notes.

Any participant in the book-entry transfer facility may make book-entry delivery of old notes by causing the book-entry transfer facility to transfer such old notes into the exchange agent's account for the relevant notes in accordance with the book-entry transfer facility's ATOP procedures for transfer. However, the exchange for the old notes so tendered will only be made after a book-entry confirmation of the book-entry transfer of such old notes into the exchange agent's account for the relevant notes, and timely receipt by the exchange agent of an agent's message and any other documents required by the letter of transmittal. The term "agent's message" means a message, transmitted by the book-entry transfer facility and received by the exchange agent and forming part of a book-entry confirmation, that states that the book-entry transfer facility has received an express acknowledgement from a participant tendering old notes that are the subject of such book-entry confirmation that such participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce such agreement against such participant.

Guaranteed Delivery Procedures

If the procedures for book-entry transfer cannot be completed on a timely basis, a tender may be effected if:

- the tender is made through an Eligible Institution;
- prior to the expiration date, the exchange agent receives by facsimile transmission, mail or hand delivery from such Eligible Institution a properly completed and duly executed letter of transmittal and notice of guaranteed delivery, substantially in the form provided by us, that:
  - (1) sets forth the name and address of the holder of the old notes and the principal amount of old notes tendered,
  - (2) states the tender is being made thereby, and
  - (3) guarantees that within three New York Stock Exchange, or NYSE, trading days after the date of execution of the notice of guaranteed delivery, a book-entry confirmation and any other documents required by the letter of transmittal will be deposited by the Eligible Institution with the exchange agent; and
- a book-entry confirmation and all other documents required by the letter of transmittal are received by the exchange agent within three NYSE trading days after the date of execution of the notice of guaranteed delivery.

Withdrawal of Tenders

Tenders of old notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

For a withdrawal to be effective, a written notice of withdrawal must be received by the exchange agent prior to 5:00 p.m., New York City time, on the expiration date at the address set forth below under "—Exchange Agent." Any such notice of withdrawal must:

- specify the name of the person having tendered the old notes to be withdrawn;
- identify the old notes to be withdrawn, including the principal amount of such old notes;
- specify the number of the account at the book-entry transfer facility from which the old notes were tendered and specify the name and number of the account at the book-entry transfer facility to be credited with the withdrawn old notes and otherwise comply with the procedures of such facility;
- contain a statement that such holder is withdrawing its election to have such old notes exchanged;
- be signed by the holder in the same manner as the original signature on the letter of transmittal by which such old notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer to have the trustee with respect to the old notes register the transfer of such old notes in the name of the person withdrawing the tender; and
- specify the name in which such old notes are registered, if different from the person who tendered such old notes.

All questions as to the validity, form, eligibility and time of receipt of such notice will be determined by us, in our sole discretion, such determination being final and binding on all parties. Any old notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any old notes which have been tendered for exchange but which are not exchanged for any reason will be returned to the tendering holder of such notes without cost to such holder, in the case of physically tendered old notes, or credited to an account maintained with the book-entry transfer facility for the old notes promptly after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn old notes may be retendered by following one of the procedures described under "—Procedures for Tendering" and "—Book-Entry Transfer" above at any time on or prior to 5:00 p.m., New York City time, on the expiration date.

Conditions

Notwithstanding any other provision in the exchange offer, we shall not be required to accept for exchange, or to issue exchange notes in exchange for, any old notes and may terminate or amend the exchange offer if at any time prior to 5:00 p.m., New York City time, on the expiration date, we determine in our reasonable judgment that the exchange offer violates applicable law, any applicable interpretation of the Staff of the SEC or any order of any governmental agency or court of competent jurisdiction.

The foregoing conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition or may be waived by us in whole or in part at any time and from time to time, prior to the expiration date, in our reasonable discretion. Our failure at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

In addition, we will not accept for exchange any old notes tendered, and no exchange notes will be issued in exchange for any such old notes, if at any such time any stop order shall be threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of each of the indentures governing the notes under the Trust Indenture Act of 1939. We are required to use our commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of the registration statement at the earliest practicable date.

Exchange Agent

Wilmington Trust Company has been appointed as exchange agent for the exchange offer. Questions and requests for assistance and requests for additional copies of this prospectus or of the letter of transmittal should be directed to the exchange agent addressed as follows:

By Mail, Hand or Overnight Delivery:

Wilmington Trust Company
Corporate Capital Markets
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-1626
Attention: Sam Hamed

By Facsimile:

(302) 636-4139
Attention: Sam Hamed

For Information or Confirmation by Telephone:

(302) 636-6181

Fees and Expenses

The expenses of soliciting tenders pursuant to the exchange offer will be borne by us. The principal solicitation for tenders pursuant to the exchange offer is being made by mail; however, additional solicitations may be made by telegraph, telephone, telecopy or in person by our officers and regular employees.

We will not make any payments to or extend any commissions or concessions to any broker or dealer. We will, however, pay the exchange agent reasonable and customary fees for its services and will reimburse the exchange agent for its reasonable out-of-pocket expenses in connection therewith. We may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of the prospectus and related documents to the beneficial owners of the old notes and in handling or forwarding tenders for exchange.

The expenses to be incurred by us in connection with the exchange offer will be paid by us, including fees and expenses of the exchange agent and trustee and accounting, legal, printing and related fees and expenses.

We will pay all transfer taxes, if any, applicable to the exchange of old notes pursuant to the exchange offer. If, however, exchange notes or old notes for principal amounts not tendered or accepted for exchange are to be

registered or issued in the name of any person other than the registered holder of the old notes tendered, or if tendered old notes are registered in the name of any person other than the person signing the letter of transmittal, or if a transfer tax is imposed for any reason other than the exchange of old notes pursuant to the exchange offer, then the amount of any such transfer taxes imposed on the registered holder or any other persons will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

Accounting Treatment

We will record the exchange notes at the same carrying value of the old notes reflected in our accounting records on the date the exchange offer is completed. Accordingly, we will not recognize any gain or loss for accounting purposes upon the exchange of exchange notes for old notes. We will capitalize and amortize certain expenses incurred in connection with the issuance of the exchange notes over the respective terms of the exchange notes.

Consequences of Failure to Exchange

Holders of old notes who do not exchange their old notes for exchange notes pursuant to the exchange offer will continue to be subject to the restrictions on transfer of such old notes as set forth in the legend on such old notes as a consequence of the issuance of the old notes pursuant to exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, the old notes may not be offered or sold, unless registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not currently anticipate that we will register the old notes under the Securities Act. To the extent that old notes are tendered and accepted pursuant to the exchange offer, the trading market for untendered and tendered but unaccepted old notes could be adversely affected due to the liquidity of the market for the old notes being diminished. In addition, the restrictions on the ability to transfer the old notes may make the old notes less attractive to potential investors than the exchange notes.

RATIO OF EARNINGS TO FIXED CHARGES

The following table shows our ratio of earnings to fixed charges[1] for the periods presented.

	Year Ended December 31,					Three Months Ended March 31,
	2006	2007	2008	2009	2010	2011
						(unaudited)
Ratio of earnings to fixed charges	**2.9**	**3.4**	**4.3**	**4.7**	**2.8**	**2.8**

(1) The ratio of earnings to fixed charges is computed by dividing earnings by fixed charges. “Earnings” consist of earnings from continuing operations before income taxes plus fixed charges. “Fixed Charges” means the sum of interest expense, amortized premiums, discounts and capitalized expenses related to indebtedness, and one-third of rental expense (which amount is considered representative of the interest factor in rental expense).

USE OF PROCEEDS

We will not receive cash proceeds from the issuance of the exchange notes under the exchange offer. In consideration for issuing the exchange notes in exchange for old notes as described in this prospectus, we will receive old notes of equal principal amount. The old notes surrendered in exchange for the exchange notes will be retired and canceled.

DESCRIPTION OF OTHER INDEBTEDNESS

Revolving Credit Facility

General. Concurrently with the completion of the offering of the old notes on September 27, 2010, we and certain of our subsidiaries entered into a new senior secured revolving credit agreement, or the Revolving Credit Facility, with Bank of America, N.A., as administrative agent, collateral agent, swing line lender and a letter of credit issuer, JPMorgan Chase Bank, N.A., as a letter of credit issuer, and the other lenders who are a party to that agreement. The Revolving Credit Facility replaced the amended and restated credit agreement entered into as of September 29, 2006, as amended, supplemented from time to time, with Bank of America, N.A., as administrative agent, and Bank of America, SunTrust Bank, Wachovia Bank, N.A., Deutsche Bank, Sovereign Bank, PNC Bank, N.A. and Comerica Bank, as lenders, which was terminated upon the effectiveness of the Revolving Credit Facility.

The Revolving Credit Facility consists of a $250.0 million senior secured revolving line of credit maturing in September 2015, of which up to $75.0 million may be borrowed by foreign subsidiaries designated by us. The Revolving Credit Facility includes a $75.0 million uncommitted accordion feature that would permit us, subject to certain conditions, to expand the revolving line of credit to $325.0 million.

We currently use letters of credit primarily as security deposits for our office facilities. Letters of credit reduce the availability under our Revolving Credit Facility. As of March 31, 2011, $25 million of outstanding indebtedness under our Revolving Credit Facility, and $3.6 million of outstanding letters of credit reduced the availability of borrowings under that line of credit.

Our obligations under the Revolving Credit Facility are guaranteed by substantially all of our domestic subsidiaries and secured by substantially all of our and our domestic subsidiaries' (other than FTI Capital Advisors, LLC) assets (including 65% of the issued and outstanding capital stock of foreign subsidiaries).

Interest rates. The borrowings under the Revolving Credit Facility bear interest at an annual rate equal to the Eurodollar rate plus an applicable margin or an alternative base rate plus an applicable margin. The Eurodollar rate is determined by Bank of America by dividing the British Bankers Association LIBOR Rate for the day two days prior to commencement of the interest period, by one minus the Eurodollar Reserve Percentage published by the Federal Reserve Bank in effect on such day. The alternative base rate means a fluctuating rate per annum equal to the highest of (1) the rate of interest in effect for such day as the prime rate announced by Bank of America, (2) the federal funds rate plus the sum of 50 basis points and an applicable margin and (3) the one-month Eurodollar rate plus 100 basis points.

Voluntary prepayments. We are not subject to any penalties for early payment of debt under the Revolving Credit Facility.

Covenants. The Revolving Credit Facility contains financial, affirmative and negative covenants that we believe are usual and customary for a senior secured credit agreement. The Revolving Credit Facility includes negative covenants that may, subject to exceptions, limit our ability and the ability of our subsidiaries to, among other things:

- create, incur, assume or suffer to exist liens;
- make investments and loans;
- create, incur, assume or suffer to exist additional indebtedness or guarantees;
- engage in mergers, acquisitions, consolidations, sale-leasebacks and other asset sales and dispositions;
- pay dividends or redeem or repurchase our capital stock;
- alter the business that we and our subsidiaries conduct;

- engage in certain transactions with affiliates;
- modify the terms of certain indebtedness, including the indentures governing the Convertible Notes, the 2016 Notes and the notes offered hereby;
- prepay, redeem or purchase certain indebtedness, including the Convertible Notes, the 2016 Notes and the notes offered hereby; and
- make material changes to accounting and reporting practices.

In addition, the Revolving Credit Facility includes financial covenants that may require us to maintain (i) a maximum leverage ratio, (ii) a maximum senior secured leverage ratio, (iii) a minimum fixed charge coverage ratio and (iv) commencing December 31, 2011, minimum liquidity of at least 115% of the aggregate outstanding principal amount of Convertible Notes (excluding amounts subject to net share settlement).

Convertible Notes

General. In August 2005, we offered $150.0 million in aggregate principal amount of our 3 3/4% convertible senior subordinated notes due July 15, 2012. The Convertible Notes are general unsecured obligations of FTI and are guaranteed on a senior subordinated, unsecured basis by substantially all of our existing and future domestic subsidiaries. The Convertible Notes were issued pursuant to an indenture among FTI, the guarantors and Wilmington Trust Company, as trustee. Interest on the Convertible Notes is payable at the rate of 3 3/4% per annum and is payable semi-annually in arrears in cash on each July 15 and January 15. The Convertible Notes will mature on July 15, 2012.

Ranking. The Convertible Notes are our senior subordinated, unsecured obligations and rank junior in right of payment to all of our existing and future senior indebtedness. The Convertible Notes rank *pari passu* in right of payment with all of our future senior subordinated indebtedness, if any, and rank senior in right of payment to all of our future indebtedness that is contractually subordinated to the Convertible Notes, if any. The Convertible Notes are effectively subordinated to all liabilities, including trade payables, of those subsidiaries that do not guarantee the Convertible Notes. The subordination provisions of the Convertible Notes are customary for securities of that type, and allow the creditors with respect to any “designated senior debt,” to block payments on the Convertible Notes while there is a default on that designated senior debt; *provided* that nonpayment defaults cannot block payments on the Convertible Notes for more than 179 days in any 365-day period.

Redemption. We do not have the right to redeem the Convertible Notes. However, the indenture governing the Convertible Notes does not restrict our ability to repurchase or to commence a tender offer for the Convertible Notes.

Conversion. The Convertible Notes are convertible by the holders into the consideration described below at an initial conversion rate of 31.998 shares of our common stock per $1,000 principal amount of notes (which is equivalent to an initial conversion price of $31.25 per share). The Convertible Notes may be converted only under the following circumstances:

- prior to June 15, 2012, during any conversion period if the closing sale price of our common stock for at least 20 trading days in the 30 consecutive trading day period ending on the first day of such conversion period is greater than 120% of the applicable conversion price on the first day of the conversion period, or the sale price condition;
- prior to June 15, 2012, during the five consecutive business day period following any five consecutive trading day period in which the trading price of a Convertible Note for each day of that trading period was less than 95% of the closing sale price of our common stock on such corresponding trading day as multiplied by the applicable conversion rate, or the trading price condition;
- at any time on or after June 15, 2012; or

- at any time that we engage in corporate transactions such as distributing to holders of our common stock (1) certain rights or warrants that allow them to purchase our common stock at less than current market price or (2) assets, debt securities or rights or warrants that has a per share value in excess of 10% of the closing market price of our common stock.

In addition, if a fundamental change occurs, holders have the right to convert their Convertible Notes during a period beginning 15 days before and ending 15 days after the effective date of the fundamental change.

The Convertible Notes are structured for net cash settlement. Upon surrender of Convertible Notes for conversion, the holder will receive a cash payment equal to the lesser of the principal amount of the note and the "conversion value" of the note, determined by reference to the average closing sale price of our common stock over the past 20 days and the conversion rate then in effect. As a result, we will be required to make substantial cash payments upon conversion of the Convertible Notes. Our Revolving Credit Facility permits us to pay the required cash portion of the conversion consideration for conversions upon satisfaction of the sale price condition described above or conversions at any time on or after June 15, 2012. In addition, the Revolving Credit Facility permits us to redeem the Convertible Notes so long as, both before and after the redemption, no default exists and we would be in pro forma compliance with our financial covenants as well as with a pro forma maximum consolidated leverage ratio requirement of 3.0x and a minimum liquidity of at least 115% of the aggregate principal amount of Convertible Notes. Although we currently expect that these pro forma financial requirements will be satisfied at all times on or before June 15, 2012, and do not expect to be in default under the Revolving Credit Facility, if such circumstances arose the Revolving Credit Facility allows us to pay an aggregate of $12.5 million in cash in connection with conversions upon satisfaction of the trading price condition described above, and would not permit us to pay any cash in connection with conversions upon the occurrence of the corporate transactions described above or fundamental change described below. As a result, if holders of the Convertible Notes convert and we are not allowed to pay the required cash portion of the conversion consideration, we will be required to obtain the consent of the lenders under our Revolving Credit Facility or to refinance that debt. If we are unable to obtain such consent or refinance the debt, then we may default in payment of the conversion consideration, which would be an event of default under the indenture governing the Convertible Notes and could cause a default under the indenture governing the 2016 Notes and the notes offered hereby.

To the extent the conversion value exceeds the principal amount of a Convertible Note, we have the right to pay the excess either in shares of our common stock or in cash. We also will pay any fractional shares issuable upon conversion in cash.

Anti-Dilution Adjustment. The conversion rate of the Convertible Notes is subject to adjustment if we:

- pay stock dividends in common stock;
- issue rights or warrants to purchase our common stock at less than the current market price;
- implement any stock splits, combinations or reclassifications;
- distribute debt, securities or assets to our stockholders;
- effect a spin-off of any subsidiary or business unit to our stockholders;
- pay cash dividends;
- pay a premium in connection with any tender or exchange offer that we make for our common stock in excess of the current market price on the day after the offer expires; or
- pay a premium in connection with any repurchases of our common stock in excess of the current market price that, over a twelve-month period, results in the payment of aggregate consideration in excess of 10% of our market capitalization.

In addition, the conversion rate will be adjusted upon the occurrence of a fundamental change, subject to certain limitations. The indenture governing the Convertible Notes contains a "make-whole" adjustment feature

designed to compensate the holders of Convertible Notes for the economic loss of option value in the event of a fundamental change that deprives them of the right to convert their Convertible Notes into our common stock. The make-whole adjustment does not apply in the event of a change of control in which we are acquired by a public company and we elect to adjust the conversion so that holders can convert their Convertible Notes into shares of common equity of person that acquired us.

Repurchase at the Option of Holders. If we experience certain types of fundamental changes (such as our common stock no longer being traded or a change of control), the indenture governing the Convertible Notes requires, subject to certain conditions, that we make an offer to all holders of the Convertible Notes to repurchase their Convertible Notes at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of redemption. In the event of a "public acquirer change of control," as defined in the indenture governing the Convertible Notes, we have the right to adjust the conversion rate of the notes in lieu of permitting a repurchase. We are not required to make the offer to purchase if, (1) following the announcement or effectiveness of the fundamental change, our common stock trades at 105% or more than the conversion price of the Convertible Notes or (2) at least 90% of the consideration paid for our common stock in the fundamental change consists of shares of publicly traded common stock of a third person.

Covenants. The indenture governing the Convertible Notes does not contain any significant restrictive covenants or any financial covenants. The indenture governing the Convertible Notes limits our ability and the ability of our subsidiaries to enter into certain mergers and consolidations, as well as to incur additional indebtedness that is junior to any senior debt of us or our subsidiaries that is also senior to the Convertible Notes.

Events of Default. The indenture governing the Convertible Notes contains events of default that are customary for securities of that type that could result in the acceleration of the Convertible Notes prior to stated maturity if those events of default are not cured or waived. The indenture governing the Convertible Notes contains a cross-default to any acceleration of, or default in the payment of principal on, indebtedness that has an aggregate principal amount outstanding that exceeds $25.0 million. We also have an event of default if we fail to pay certain judgments against us in an amount over $25.0 million or if we or any of our significant subsidiaries experience certain types of bankruptcy or insolvency.

Special Interest. The Convertible Notes were issued in a private placement exempt from the registration requirements of the federal securities laws. We entered into a registration rights agreement with the initial purchasers of the Convertible Notes in which we agreed to file a shelf registration statement to allow the holders to resell their Convertible Notes to the public. On January 13, 2006, the registration statement was declared effective by the SEC. If the shelf registration statement ceases to be available for resales for certain periods of time, we will be required to pay special interest in addition to the regular interest on the Convertible Notes. If we do not meet our registration obligations, special interest will accrue in an amount equal to 0.25% per annum of the principal amount during the first 90 days of the default, and will increase to 0.50% per annum after the 91st day that a registration default continues. In the case where the shelf registration statement ceases to be available for resales, special interest will accrue in an amount equal to 0.50% per annum of the principal amount during after certain threshold dates.

2016 Notes

General. In October 2006, we issued $215.0 million aggregate principal amount of our 7 3/4% senior notes due 2016, which were subsequently exchanged for registered notes effectuated pursuant to an exchange offer made on February 6, 2007. The 2016 Notes are our general unsecured obligations and are guaranteed on a senior unsecured basis by substantially all of our existing and future domestic subsidiaries. The 2016 Notes were issued pursuant to an indenture among us, the guarantors and Wilmington Trust Company, as trustee. Interest on the 2016 Notes is payable at the rate of 7 3/4% per annum and is payable semi-annually in arrears in cash on each April 1 and October 1. The 2016 Notes will mature on October 1, 2016.

Ranking. The 2016 Notes are our senior unsecured obligations and rank *pari passu* in right of payment with all of our existing and future senior indebtedness and rank senior in right of payment to all of our existing and future subordinated indebtedness. The 2016 Notes are effectively subordinated to our existing and future secured indebtedness to the extent of the collateral securing such indebtedness, as well as to all liabilities, including trade payables, of our subsidiaries that do not guarantee the 2016 Notes.

Optional Redemption. On or after October 1, 2011, we have the right to redeem all or part of the 2016 Notes at the redemption prices (expressed as percentages of principal amount) set forth below if redeemed during the twelve-month period beginning on October 1 of the years set forth below, plus, in each case, accrued and unpaid interest, if any, to the date of redemption:

Year	Percentage
2011	103.875%
2012	102.583%
2013	101.292%
2014 and thereafter	100.000%

In addition, we may redeem the 2016 Notes, in whole or in part, at any time prior to October 1, 2011, at a redemption price equal to 100% of the principal amount of the 2016 Notes plus a “make-whole” premium, determined by reference to United States treasuries plus a spread of 50 basis points, plus accrued and unpaid interest to the date of redemption.

Repurchase at the Option of Holders. If we experience certain types of change of control, the indenture governing the 2016 Notes requires that we make an offer to all holders of the 2016 Notes to repurchase their notes at a price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of redemption. In addition, if we sell certain types of assets, the indenture governing the 2016 Notes requires that, to the extent we do not apply the proceeds from the asset sale in accordance with the indenture governing the 2016 Notes, we use the net proceeds of that asset sale to make an offer to all holders of the 2016 Notes to repurchase their 2016 Notes, up to the amount of such net proceeds, at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of redemption.

Covenants. The indenture governing the 2016 Notes includes covenants that limit our ability and the ability of our subsidiaries to:

- incur additional indebtedness, issue preferred stock or enter into sale and leaseback transactions;
- pay dividends or make other distributions in respect of our capital stock or to make other restricted payments;
- issue stock of subsidiaries;
- make certain investments;
- create certain liens on our assets to secure debt;
- allow restrictions on the ability of our subsidiaries to make distributions or transfer assets to us;
- enter into certain transactions with affiliates;
- transfer or sell assets;
- enter into certain mergers and consolidations; and
- amend the subordination provisions contained in the indenture governing the Convertible Notes.

The foregoing restrictive covenants are incurrence-based, meaning that they limit our ability to take certain actions or allow certain events to occur. The indenture governing the 2016 Notes does not contain any financial covenants, and therefore we are not required to maintain any specified financial condition.

Events of Default. The indenture governing the 2016 Notes contains customary events of default, in some cases subject to grace periods, that could result in the acceleration of the 2016 Notes prior to stated maturity if those events of default are not cured or waived. The indenture governing the 2016 Notes contains a cross-default to any acceleration of, or default in the payment of principal on, indebtedness that has an aggregate principal amount outstanding that exceeds $25.0 million. We also will have an event of default if we fail to pay certain judgments against us in an amount over $25.0 million or if we or any of our significant subsidiaries experience certain types of bankruptcy or insolvency.

DESCRIPTION OF NOTES

General

The old 6 3/4% Senior Notes due October 1, 2020 (the "Old Notes") were issued, and the new 6 3/4% Senior Notes due October 1, 2020 (the "Exchange Notes") will be issued, under an indenture, dated as of September 27, 2010 (the "Indenture"), among FTI Consulting Inc., the guarantor parties thereto and Wilmington Trust Company, as trustee (the "Trustee"). We refer to the Exchange Notes and the Old Notes collectively as the "Notes."

The terms of the Exchange Notes are substantially identical to the terms of the Old Notes, except that the Exchange Notes are registered under the Securities Act and therefore will not contain restrictions on transfer or provisions relating to additional interest. The Exchange Notes will bear a different CUSIP and ISIN number from the Old Notes and will not entitle their holders to registration rights. Exchange Notes will otherwise be treated as Old Notes for purposes of the Indenture.

The Indenture contains provisions that define your rights and govern the obligations of the Company under the Notes. Copies of the forms of the Indenture and the Notes will be made available to prospective purchasers of the Notes upon request. See "Where You Can Find More Information."

The following is a summary of certain provisions of the Indenture and the Notes. It does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the Indenture, including the definitions of certain terms therein and those terms to be made a part thereof by the Trust Indenture Act of 1939. The term "Company" and the other capitalized terms defined in "—Certain Definitions" below are used in this "Description of Notes" as so defined. Any reference to a "Holder" or a "Noteholder" in this Description of Notes refers to the Holders of the Notes. Any reference to "Notes" or a "class" of Notes in this Description of Notes refers to the Notes as a class.

Principal, Maturity and Interest

Interest on the Notes will be payable at 6 3/4% per annum. Interest on the Notes will be payable semiannually in cash in arrears on April 1 and October 1, commencing on April 1, 2011. The Company will make each interest payment to the Holders of record of the Notes on the immediately preceding March 15 and September 15. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the Issue Date. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Principal of and premium, if any, and interest on the Notes will be payable, and the Notes will be exchangeable and transferable, at the office or agency of the Company maintained for such purposes, which, initially, will be the corporate trust office of the Trustee located in Wilmington, Delaware; *provided*, *however*, that payment of interest may be made at the option of the Company by check mailed to the Person entitled thereto as shown on the security register or in accordance with the procedures of The Depository Trust Company ("*DTC*") for global book-entry Notes. The Notes will be issued only in fully registered form without coupons, in denominations of $2,000 and any integral multiple of $1,000 in excess thereof. No service charge will be made for any registration of transfer, exchange or redemption of the Notes, except in certain circumstances for any tax or other governmental charge that may be imposed in connection therewith.

Guarantees

The Notes and any and all amounts due under the Indenture will be guaranteed, on a full, joint and several basis, by the Guarantors pursuant to a guarantee (the "*Note Guarantees*"). On the Issue Date, we expect that each of our wholly-owned domestic subsidiaries that guarantees our obligations under the Credit Agreement will be Guarantors. None of our Foreign Subsidiaries will guarantee the Notes. The Note Guarantees will be senior

obligations of each Guarantor and will rank equal with all existing and future senior Debt (as defined in "—Certain Definitions") of such Guarantor and senior to all subordinated Debt of such Guarantor. The Note Guarantees are effectively subordinated to any secured Debt of such Guarantor to the extent of the assets securing such Debt. The Indenture provides that the obligations of a Guarantor under its Note Guarantee will be limited to the maximum amount as will result in the obligations of such Guarantor under the Note Guarantee not to be deemed to constitute a fraudulent conveyance or fraudulent transfer under federal or state law.

On the Issue Date, all of our Subsidiaries will be "Restricted Subsidiaries." However, under the circumstances described below under the subheading "—Certain Covenants—Limitation on Creation of Unrestricted Subsidiaries," any of our Subsidiaries may be designated as "Unrestricted Subsidiaries." Unrestricted Subsidiaries will not be subject to many of the restrictive covenants in the Indenture and will not guarantee the Notes. Claims of creditors of non-guarantor Subsidiaries, including trade creditors, secured creditors and creditors holding Debt and guarantees issued by those Subsidiaries, and claims of preferred stockholders (if any) of those Subsidiaries generally will have priority with respect to the assets and earnings of those Subsidiaries over the claims of creditors of the Company, including Holders of the Notes.

The Indenture provides that in the event of a sale or other transfer or disposition of all of the Capital Interests in any Guarantor to any Person that is not an Affiliate of the Company in compliance with the terms of the Indenture, or in the event all or substantially all the assets or Capital Interests of a Guarantor are sold or otherwise transferred, by way of merger, consolidation or otherwise, to a Person that is not an Affiliate of the Company in compliance with the terms of the Indenture, then such Guarantor (or the Person concurrently acquiring such assets of such Guarantor) shall be deemed automatically and unconditionally released and discharged of any obligations under its Note Guarantee in support thereof, as evidenced by a supplemental indenture executed by the Company, the Guarantors and the Trustee, without any further action on the part of the Trustee or any Holder.

Not all of our Subsidiaries will guarantee the Notes. The non-guarantor subsidiaries represented 12% of the consolidated operating income (excluding the impact of the special charges) of the Company and its Restricted Subsidiaries for the year ended December 31, 2010 and 6% of the consolidated operating income (excluding the impact of special charges) of the Company and its Restricted Subsidiaries for the three months ended March 31, 2011.

Ranking

Ranking of the Notes

The Notes will be general unsecured obligations of the Company. As a result, the Notes will:

- rank equally in right of payment with all existing and future senior Debt of the Company;
- be effectively junior to all secured Debt of the Company to the extent of the value of the assets securing such Debt;
- be effectively junior to all existing and future Debt and other liabilities, including trade payables, of the Company's non-Guarantor Subsidiaries (other than any Debt owed to the Company or any Restricted Subsidiary, if any, by such non-Guarantor Subsidiaries), including the Company's Foreign Subsidiaries and any Unrestricted Subsidiaries; and
- rank senior in right of payment to all of the Company's future Debt that is by its terms expressly subordinated to the Notes.

As of March 31, 2011, the Company and its Subsidiaries had total Debt of approximately $815.8 million, $673.0 million of which is senior Debt. In addition the Company and its Subsidiaries have approximately $221.4 million of senior secured Debt available under our credit facilities governed by the Credit Agreement.

Ranking of the Note Guarantees

Each Note Guarantee is and will be a general unsecured obligation of each Guarantor. As such, each Note Guarantee will:

- rank equally in right of payment with all existing and future senior Debt of the Guarantors;
- rank senior in right of payment to all existing and future Debt of the Guarantors, if any, that are by their terms expressly subordinated to such Guarantor's Note Guarantee; and
- be effectively subordinated to all secured Debt of such Guarantors, to the extent of the value of the Guarantors' assets securing such Debt.

Sinking Fund

There are no mandatory sinking fund payment obligations with respect to the Notes.

Optional Redemption

The Notes may be redeemed, in whole or in part, at any time prior to October 1, 2015, at the option of the Company upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to each Holder's registered address or sent in accordance with the procedures of DTC for global book-entry Notes, at a Redemption Price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

In addition, the Notes are subject to redemption, at the option of the Company, in whole or in part, at any time on or after October 1, 2015, upon not less than 30 nor more than 60 days' notice at the following Redemption Prices (expressed as percentages of the principal amount to be redeemed) set forth below, plus accrued and unpaid interest, if any, to, but not including, the redemption date (subject to the right of Holders of record on the relevant regular record date to receive interest due on an interest payment date that is on or prior to the redemption date), if redeemed during the 12-month period beginning on October 1 of the years indicated:

Year	Redemption Price
2015	103.375%
2016	102.250%
2017	101.125%
2018 and thereafter	100.000%

In addition to the optional redemption provisions of the Notes described in the two preceding paragraphs, prior to October 1, 2013, the Company may, with the net proceeds of one or more Qualified Equity Offerings, redeem up to 35% of the aggregate principal amount of the outstanding Notes (including Additional Notes) at a Redemption Price equal to 106.750% of the principal amount thereof, plus accrued and unpaid interest thereon, if any, to the date of redemption; *provided* that at least 65% of the aggregate principal amount of Notes originally issued under the Indenture (including Additional Notes) remains outstanding immediately after the occurrence of any such redemption (excluding Notes held by the Company or its Subsidiaries) and that any such redemption occurs within 90 days following the closing of any such Qualified Equity Offering.

If less than all of the Notes are to be redeemed, the Trustee will select the Notes or portions thereof to be redeemed by lot, *pro rata* or by any other method customarily authorized by the clearing systems (subject to DTC procedures).

No Notes of $2,000 or less shall be redeemed in part and no redemption shall result in a Holder holding a Note of less than $2,000. Notices of redemption shall be sent to DTC, in the case of Notes issued in global book-entry form, or shall be mailed by first class mail, in the case of certificated Notes (and, to the extent permitted by

applicable procedures or regulations, electronically) at least 30 days before the redemption date to each Holder of Notes to be redeemed at its registered address. If any Note is to be redeemed in part only, the notice of redemption that relates to that Note shall state the portion of the principal amount thereof to be redeemed. In the case of certificated Notes, an Exchange Note in principal amount equal to the unredeemed portion of the original Note will be issued in the name of the Holder thereof upon cancellation of the original Note. Notes called for redemption become due on the date fixed for redemption. In the case of global Notes issued in book-entry form, the outstanding balance of any such global Note shall be adjusted by the Trustee to reflect such redemption. On and after the redemption date, interest ceases to accrue on Notes or portions of them called for redemption.

The Company may at any time, and from time to time, purchase Notes in the open market or otherwise, at different market prices, subject to compliance with applicable securities laws.

Repurchase at the Option of Holders

Change of Control

The Notes provide that if a Change of Control occurs, unless the Company has previously or concurrently mailed a redemption notice with respect to all the outstanding Notes as described above under the caption "—Optional Redemption," the Company will make a written offer to purchase all of the Notes pursuant to the offer described below (the "*Change of Control Offer*") at a Change of Control Purchase Price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest to the date of purchase, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date. The Change of Control Offer will be sent by the Company, in the case of global book-entry Notes, through the facilities of DTC, and, in the case of certificated Notes, by first class mail, postage prepaid, to each Holder at his address appearing in the security register on the date of the Change of Control Offer, offering to purchase up to the aggregate principal amount of Notes set forth in such Change of Control Offer at the purchase price set forth in such Change of Control Offer (as determined pursuant to the Indenture). Unless otherwise required by applicable law, the Change of Control Offer shall specify an expiration date (the "*Change of Control Expiration Date*") which shall be, subject to any contrary requirements of applicable law, not less than 30 days or more than 60 days after the date of mailing of such Change of Control Offer and a settlement date (the "*Change of Control Payment Date*") for purchase of Notes within five business days after the Expiration Date. The Company shall notify the Trustee at least 15 days (or such shorter period as is acceptable to the Trustee), in the case of global book-entry Notes, through the facilities of the DTC, and, in the case of certificated Notes, prior to the mailing of the Change of Control Offer of the Company's obligation to make a Change of Control Offer, and the Change of Control Offer shall be mailed by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company. The Change of Control Offer shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Change of Control Offer. The Change of Control Offer shall also state:

(a) the section of the Indenture pursuant to which the Change of Control Offer is being made;

(b) the Change of Control Expiration Date and the Change of Control Purchase Date;

(c) the aggregate principal amount of the outstanding Notes offered to be purchased pursuant to the Change of Control Offer (the "*Change of Control Purchase Amount*");

(d) the purchase price to be paid by the Company for each $2,000 principal amount of Notes (and integral multiples of $1,000 in excess thereof) accepted for payment (as specified pursuant to the Indenture) (the "*Change of Control Purchase Price*");

(e) that the Holder may tender all or any portion of the Notes registered in the name of such Holder and that any portion of a Note tendered must be tendered in a minimum amount of $2,000 principal amount (and integral multiples of $1,000 in excess thereof);

(f) the place or places where Notes are to be surrendered for tender pursuant to the Change of Control Offer, if applicable;

(g) that, unless the Company defaults in making such purchase, any Note accepted for purchase pursuant to the Change of Control Offer will cease to accrue interest on and after the Change of Control Purchase Date, but that any Note not tendered or tendered but not purchased by the Company pursuant to the Change of Control Offer will continue to accrue interest at the same rate;

(h) that, on the Change of Control Purchase Date, the Change of Control Purchase Price will become due and payable upon each Note accepted for payment pursuant to the Change of Control Offer;

(i) that each Holder electing to tender a Note pursuant to the Change of Control Offer will be required to surrender such Note or cause such Note to be surrendered at the place or places set forth in the Change of Control Offer prior to the close of business on the Change of Control Expiration Date (such Note being, if the Company or the Trustee so requires, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing);

(j) that Holders will be entitled to withdraw all or any portion of Notes tendered if the Company (or its paying agent) receives, not later than the close of business on the Change of Control Expiration Date, a facsimile transmission or letter setting forth the name of the Holder, the aggregate principal amount of the Notes the Holder tendered, the certificate numbers of the Notes the Holder tendered and a statement that such Holder is withdrawing all or a portion of his tender;

(k) that if Notes having an aggregate principal amount less than or equal to the Change of Control Purchase Amount are duly tendered and not withdrawn pursuant to the Change of Control Offer, the Company shall purchase all such Notes; and

(l) if applicable, that, in the case of any Holder whose Note is purchased only in part, the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Note without service charge, a new Note or Notes, of any authorized denomination as requested by such Holder, in the aggregate principal amount equal to and in exchange for the unpurchased portion of the aggregate principal amount of the Notes so tendered.

A Change of Control Offer shall be deemed to have been made by the Company with respect to the Notes if (i) within 60 days following the date of the consummation of a transaction or series of transactions that constitutes a Change of Control, the Company commences a Change of Control Offer for all outstanding Notes at the Change of Control Purchase Price (*provided* that the running of such 60-day period shall be suspended, for up to a maximum of 30 days, during any period when the commencement of such Change of Control Offer is delayed or suspended by reason of any court's or governmental authority's review of or ruling on any materials being employed by the Company to effect such Change of Control Offer, so long as the Company has used and continues to use its commercially reasonable efforts to make and conclude such Change of Control Offer promptly) and (ii) all Notes properly tendered pursuant to the Change of Control Offer are purchased on the terms of such Change of Control Offer.

The phrase "all or substantially all," as used in the definition of "Change of Control," has not been interpreted under New York law (which is the governing law of the Indenture) to represent a specific quantitative test. As a consequence, in the event the Holders of the Notes elected to exercise their rights under the Indenture and the Company elects to contest such election, there could be no assurance how a court interpreting New York law would interpret such phrase. As a result, it may be unclear as to whether a Change of Control has occurred with respect to the Notes and whether a Holder of Notes may require the Company to make a Change of Control Offer with respect to the Notes as described above.

The provisions of the Indenture may not afford Holders protection in the event of a highly leveraged transaction, reorganization, restructuring, merger or similar transaction affecting the Company that may adversely affect Holders, if such transaction is not the type of transaction included within the definition of Change of Control. A transaction involving the management of the Company or its Affiliates, or a transaction

involving a recapitalization of the Company, will result in a Change of Control only if it is the type of transaction specified in such definition. The definition of Change of Control with respect the Notes may be amended or modified with the written consent of a majority in aggregate principal amount of outstanding Notes. See "—Amendment, Supplement and Waiver."

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

The Company will not be required to make a Change of Control Offer with respect to the Notes upon a Change of Control if (i) a third party makes such Change of Control Offer contemporaneously with or upon a Change of Control in the manner, at the times and otherwise in compliance with the requirements of the Indenture and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (ii) a notice of redemption has been given pursuant to the Indenture as described above under the caption "—Optional Redemption."

The Company's ability to pay cash to the Holders of Notes upon a Change of Control may be limited by the Company's then existing financial resources. Further, the agreements governing the Company's other Debt contain, and future agreements of the Company may contain, prohibitions of certain events, including events that would constitute a Change of Control. If the exercise by the Holders of Notes of their right to require the Company to repurchase the Notes upon a Change of Control occurred at the same time as a change of control event under one or more of the Company's other Debt agreements, the Company's ability to pay cash to the Holders of Notes upon a repurchase may be further limited by the Company's then existing financial resources. See "Risk Factors—We may not have sufficient funds to repurchase the notes upon a change of control, and certain strategic transactions may not constitute a change of control."

Even if sufficient funds were otherwise available, the terms of Credit Facilities (and other Debt) may prohibit the Company's prepayment of Notes before their scheduled maturity. Consequently, if the Company is not able to prepay the Credit Facilities or other Debt containing such restrictions or obtain requisite consents, the Company will be unable to fulfill its repurchase obligations, resulting in a Default under the Indenture.

In addition, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of launching the Change of Control Offer.

Asset Sales

The Company will not, and will not permit any of its Restricted Subsidiaries to consummate, directly or indirectly, an Asset Sale, unless:

(a) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of the assets sold or otherwise disposed of; and

(b) except in the case of a Permitted Asset Swap, at least 75% of the consideration therefor received by the Company or such Restricted Subsidiary, as the case may be, is in the form of cash or Eligible Cash Equivalents; *provided* that the amount of

(1) any liabilities (as reflected in the Company's or such Restricted Subsidiary's most recent balance sheet or in the footnotes thereto, or if Incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been shown on the Company's or such Restricted

Subsidiary's balance sheet or in the footnotes thereto if such Incurrence or accrual have taken place on the date of such balance sheet, as determined by the Company) of the Company or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the Notes, that are assumed by the transferee of any such assets and for which the Company and all of its Restricted Subsidiaries have been validly released by all creditors in writing,

(2) any securities, notes or other obligations or assets received by the Company or such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash (to the extent of the cash received) within 180 days following the closing of such Asset Sale, and

(3) any Designated Non-cash Consideration received by the Company or such Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (3) that is at that time outstanding, no greater than the greater of (i) 3% of Total Assets at the time of the receipt of such Designated Non-cash Consideration and (ii) $60 million, with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be cash for purposes of this provision and for no other purpose.

Within 365 days after the receipt of any Net Proceeds of any Asset Sale, the Company or such Restricted Subsidiary, at its option, may apply the Net Proceeds from such Asset Sale,

(a) to permanently reduce:

(1) obligations under the Credit Facility, or under any other senior Debt which is secured Debt permitted by the Indenture (and, to the extent the obligations being reduced constitute revolving credit obligations, to correspondingly reduce commitments with respect thereto); or

(2) obligations under the Senior Subordinated Convertible Notes or the 2016 Notes; or

(3) Debt of a Restricted Subsidiary that is not a Guarantor, other than Debt owed to the Company or another Restricted Subsidiary (or any affiliate thereof); or

(b) to make any combination of (1) an Investment in any one or more businesses, *provided* that if such business is not a Restricted Subsidiary such Investment is in the form of the acquisition of Capital Interests and results in the Company or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Interests of such business such that it constitutes a Restricted Subsidiary, (2) an Investment in properties, (3) capital expenditures or (4) acquisitions of other assets, in each of (1) through (4), that are used or useful in a Similar Business or replace the businesses, properties and/or assets that are the subject of such Asset Sale; *provided* that, in the case of this clause (b), a binding commitment shall be treated as a permitted application of the Net Proceeds from the date of such commitment so long as the Company, or such other Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 180 days of such commitment (an "*Acceptable Commitment*"); *provided further*, that if any Acceptable Commitment is later cancelled or terminated for any reason before such Net Proceeds are applied, then, to the extent the 365-day period referred to in the first sentence of this paragraph has lapsed, such Net Proceeds shall constitute Excess Proceeds (as defined below).

Any Net Proceeds from Asset Sales that are not invested or applied as provided and within the time period set forth in the first sentence of the second preceding paragraph will be deemed to constitute "*Excess Proceeds*." When the aggregate amount of Excess Proceeds exceeds $25 million, the Company shall make an offer to all Holders of the Notes, and, if required or permitted by the terms of any senior Debt, to the holders of such senior Debt (an "*Asset Sale Offer*"), to purchase the maximum aggregate principal amount of the Notes and such senior Debt that is a minimum of $2,000 or an integral multiple of $1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest to the date fixed for the closing of such offer, in accordance with the procedures set

forth in the Indenture. The Company will commence an Asset Sale Offer with respect to Excess Proceeds within ten business days after the date that Excess Proceeds exceed $25 million by mailing the notice required pursuant to the terms of the Indenture, with a copy to the Trustee.

To the extent that the aggregate amount of Notes and any other senior Debt tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for general corporate purposes, subject to other covenants contained in the Indenture. If the aggregate principal amount of Notes or the senior Debt surrendered by such holders thereof exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and the agent for such other senior Debt, as applicable, shall select such other senior Debt to be purchased by lot, *pro rata* or by any other method customarily authorized by clearing systems (so long as authorized denomination results therefrom) based on the accreted value or principal amount of the Notes or such other senior Debt tendered. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero. Additionally, the Company may, at its option, make an Asset Sale Offer using proceeds from any Asset Sale at any time after consummation of such Asset Sale; *provided* that such Asset Sale Offer shall be in an aggregate amount of not less than $10 million. Upon consummation of such Asset Sale Offer, any Net Proceeds not required to be used to purchase Notes or such other senior Debt shall not be deemed Excess Proceeds.

Pending the final application of any Net Proceeds pursuant to this covenant, the holder of such Net Proceeds may apply such Net Proceeds temporarily to reduce Debt outstanding under a revolving credit facility or otherwise invest such Net Proceeds in any manner not prohibited by the Indenture.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

Certain Covenants

Set forth below are summaries of certain covenants contained in the Indenture. If on any date following the Issue Date (i) the Notes have Investment Grade Ratings from both Rating Agencies, and (ii) no Default has occurred and is continuing under the Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "*Covenant Termination Event*"), the Company and its Restricted Subsidiaries will not be subject to the following covenants (collectively, the "*Terminated Covenants*"):

(1) "—Limitation on Incurrence of Debt";

(2) "—Limitation on Restricted Payments";

(3) "—Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries";

(4) "—Limitation on Transactions with Affiliates"; and

(5) "—Repurchase at the Option of Holders—Asset Sales."

There can be no assurance that the Notes will ever achieve or maintain Investment Grade Ratings.

Limitation on Incurrence of Debt

The Company will not, and will not permit any of its Restricted Subsidiaries to, Incur any Debt (including Acquired Debt); *provided* that the Company and any Restricted Subsidiary may Incur Debt (including Acquired Debt) if, immediately after giving effect to the Incurrence of such Debt and the receipt and application of the proceeds therefrom, (a) the Consolidated Fixed Charge Coverage Ratio of the Company and its Restricted

Subsidiaries, determined on a *pro forma* basis as if any such Debt (including any other Debt being Incurred contemporaneously), and any other Debt Incurred since the beginning of the Four Quarter Period had been Incurred and the proceeds thereof had been applied at the beginning of the Four Quarter Period, and any other Debt repaid since the beginning of the Four Quarter Period had been repaid at the beginning of the Four Quarter Period, would be greater than 2.0:1.0 and (b) no Default or Event of Default shall have occurred and be continuing at the time or as a consequence of the Incurrence of such Debt.

If, during the Four Quarter Period or subsequent thereto and prior to the date of determination, the Company or any of its Restricted Subsidiaries shall have engaged in any Asset Sale or Asset Acquisition, Investments, mergers, consolidations, discontinued operations (as determined in accordance with GAAP) or shall have designated any Restricted Subsidiary to be an Unrestricted Subsidiary or any Unrestricted Subsidiary to be a Restricted Subsidiary, Consolidated Cash Flow Available for Fixed Charges and Consolidated Interest Expense for the Four Quarter Period shall be calculated on a *pro forma* basis giving effect to such Asset Sale or Asset Acquisition, Investments, mergers, consolidations, discontinued operations or designation, as the case may be, and the application of any proceeds therefrom as if such Asset Sale or Asset Acquisition or designation had occurred on the first day of the Four Quarter Period.

If the Debt which is the subject of a determination under this provision is Acquired Debt, or Debt Incurred in connection with the simultaneous acquisition of any Person, business, property or assets, or Debt of an Unrestricted Subsidiary being designated as a Restricted Subsidiary, then such ratio shall be determined by giving effect (on a *pro forma* basis, as if the transaction had occurred at the beginning of the Four Quarter Period) to (x) the Incurrence of such Acquired Debt or such other Debt by the Company or any of its Restricted Subsidiaries and (y) the inclusion, in Consolidated Cash Flow Available for Fixed Charges, of the Consolidated Cash Flow Available for Fixed Charges of the acquired Person, business, property or assets or redesignated Subsidiary.

Notwithstanding the first paragraph above, the Company and its Restricted Subsidiaries may Incur Permitted Debt.

For purposes of determining any particular amount of Debt under this “Limitation on Incurrence of Debt” covenant, (x) Debt Incurred and outstanding under the Credit Agreement on the Issue Date shall at all times be treated as Incurred pursuant to clause (i) of the definition of “Permitted Debt,” and (y) Guarantees or obligations with respect to letters of credit supporting Debt otherwise included in the determination of such particular amount shall not be included. For purposes of determining compliance with this “Limitation on Incurrence of Debt” covenant, in the event that an item of Debt meets the criteria of more than one of the types of Debt described above, including categories of Permitted Debt and under part (a) in the first paragraph of this “Limitation on Incurrence of Debt” covenant, the Company, in its sole discretion, may classify, and from time to time may reclassify, all or any portion of such item of Debt in any manner such that the item of Debt would be permitted to be incurred at the time of such classification or reclassification, as applicable.

The accrual of interest, the accretion or amortization of original issue discount and the payment of interest on Debt in the form of additional Debt or payment of dividends on Capital Interests in the forms of additional shares of Capital Interests with the same terms will not be deemed to be an Incurrence of Debt or issuance of Capital Interests for purposes of this covenant.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Debt, the U.S. dollar-equivalent principal amount of Debt denominated in a foreign currency shall be utilized, calculated based on the relevant currency exchange rate in effect on the date such Debt was incurred. Notwithstanding any other provision of this covenant, the maximum amount of Debt that the Company or any Restricted Subsidiary may incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

The Company and any Guarantor will not Incur any Debt that pursuant to its terms is subordinate or junior in right of payment to any Debt unless such Debt is subordinated in right of payment to the Notes and the Note Guarantees to the same extent; *provided* that Debt will not be considered subordinate or junior in right of payment to any other Debt solely by virtue of being unsecured or secured to a greater or lesser extent or with greater or lower priority or by virtue of structural subordination.

Limitation on Restricted Payments

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, make any Restricted Payment unless, at the time of and after giving effect to the proposed Restricted Payment:

(a) no Default or Event of Default shall have occurred and be continuing or will occur as a consequence thereof;

(b) after giving effect to such Restricted Payment on a *pro forma* basis, the Company would be permitted to Incur at least $1.00 of additional Debt (other than Permitted Debt) pursuant to the provisions described in the first paragraph under the "Limitation on Incurrence of Debt" covenant; and

(c) after giving effect to such Restricted Payment on a *pro forma* basis, the aggregate amount expended or declared for all Restricted Payments made on or after the Issue Date (excluding Restricted Payments permitted by clauses (ii), (iii), (iv), (v), (vi) (vii), (viii), (xi), (xii) and (xiv) of the next succeeding paragraph) shall not exceed the sum (without duplication) of

(1) 50% of the Consolidated Net Income (or, if Consolidated Net Income shall be a deficit, minus 100% of such deficit) of the Company accrued on a cumulative basis during the period (taken as one accounting period) from the beginning of the first full fiscal quarter during which the Issue Date occurs and ending on the last day of the fiscal quarter immediately preceding the date of such proposed Restricted Payment, *plus*

(2) 100% of the aggregate net proceeds (including the Fair Market Value of property other than cash) received by the Company subsequent to the Issue Date either (i) as a contribution to its common equity capital or (ii) from the issuance and sale (other than to a Subsidiary) of its Qualified Capital Interests, including Qualified Capital Interests issued upon the conversion of Debt or Redeemable Capital Interests of the Company, and from the exercise of options, warrants or other rights to purchase such Qualified Capital Interests (other than, in each case, Capital Interests or Debt sold to a Subsidiary of the Company), *plus*

(3) 100% of the net reduction in Investments (other than Permitted Investments), subsequent to the Issue Date, in any Person, resulting from (i) payments of interest on Debt, dividends, repayments of loans or advances, or any sale or disposition of such Investments (but only to the extent such items are not included in the calculation of Consolidated Net Income), in each case to the Company or any Subsidiary from any Person, or (ii) the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary, not to exceed in the case of any Person the amount of Investments previously made by the Company or any Restricted Subsidiary in such Person subsequent to the Issue Date.

Notwithstanding the foregoing provisions, the Company and its Restricted Subsidiaries may take the following actions, *provided* that, in the case of clauses (iv) and (x), immediately after giving effect to such action, no Default or Event of Default has occurred and is continuing:

(i) the payment of any dividend on Capital Interests in the Company or a Restricted Subsidiary or the consummation or any irrevocable redemption within 60 days after declaration of such dividend or the giving of the redemption notice, as the case may be, if at such date payment was permitted by the foregoing provisions of this covenant;

(ii) the purchase, repurchase, redemption, defeasance or other acquisition or retirement of any Qualified Capital Interests of the Company by conversion into, or by or in exchange for, Qualified Capital Interests, or out of net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of the Company) of other Qualified Capital Interests of the Company;

(iii) the purchase, repurchase, redemption, defeasance or acquisition or retirement for value of any Debt of the Company or a Guarantor that is subordinate in right of payment to the Notes or the applicable Note Guarantee out of the net cash proceeds of a substantially concurrent issue and sale (other than to a Subsidiary of the Company) of (x) new subordinated Debt of the Company or such Guarantor, as the case may be, Incurred in accordance with the Indenture or (y) Qualified Capital Interests of the Company;

(iv) the purchase, redemption, retirement or other acquisition for value of Capital Interests in the Company held by employees or former employees of the Company or any Restricted Subsidiary (or their estates or beneficiaries under their estates) upon death, disability, retirement or termination of employment or alteration of employment status or pursuant to the terms of any agreement under which such Capital Interests were issued; *provided* that the aggregate cash consideration paid for such purchase, redemption, retirement or other acquisition of such Capital Interests does not exceed $40 million in any calendar year; *provided*, *however*, that such amount in any calendar year may be increased by an amount not to exceed (A) the cash proceeds received by the Company or any of its Restricted Subsidiaries from the sale of Qualified Capital Interests of the Company to employees of the Company and its Restricted Subsidiaries that occurs after the Issue Date; *provided*, *however*, that the amount of such cash proceeds utilized for any such repurchase, retirement, other acquisition or dividend will not increase the amount available for Restricted Payments under clause (c) of the first paragraph of this covenant; *plus* (B) the cash proceeds of key man life insurance policies received by the Company and its Restricted Subsidiaries after the Issue Date (*provided*, *however*, that the Company may elect to apply all or any portion of the aggregate increase contemplated by the proviso of this clause (iv) in any calendar year and, to the extent any payment described under this clause (iv) is made by delivery of Debt and not in cash, such payment shall be deemed to occur only when, and to the extent, the obligor on such Debt makes payments with respect to such Debt);

(v) the repurchase of Capital Interests deemed to occur upon (A) the exercise of stock options, warrants or other convertible or exchangeable securities or (B) the withholding of a portion of such Capital Interests to pay for the taxes payable by such Person on account of such grant or award;

(vi) the extension of credit that constitutes intercompany Debt, the Incurrence of which was permitted pursuant to the covenant described under "—Limitation on Incurrence of Debt";

(vii) cash payment, in lieu of issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for the Capital Interests of the Company or a Restricted Subsidiary, including upon conversion of the Senior Subordinated Convertible Notes, or in connection with any merger, consolidation, amalgamation or other combination involving the Company;

(viii) the declaration and payment of dividends to holders of any class or series of Redeemable Capital Interests of the Company or any Restricted Subsidiary issued or Incurred in compliance with the covenant described above under "—Limitation on Incurrence of Debt" to the extent such dividends are included in the definition of Consolidated Fixed Charges;

(ix) the repurchase, redemption or other acquisition or retirement for value of any subordinated Debt in accordance with provisions substantially similar to those described under the captions "Repurchase at the Option of Holders—Change of Control" and "Repurchase at the Option of Holders—Asset Sales"; provided that all Notes tendered by Holders in connection with a Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value;

(x) the making of any Restricted Payments if, at the time of the making of such payments, and after giving effect thereto (including, without limitation, the Incurrence of any Debt to finance such payment), the Consolidated Total Leverage Ratio would not exceed 3.25 to 1.00;

(xi) any payments made by the Company in connection with the consummation of the Transactions;

(xii) the repurchase, redemption or other acquisition or retirement for value of the Senior Subordinated Convertible Notes, including in connection with the conversion of principal, premium or interest on any Senior Subordinated Convertible Note;

(xiii) the making of any other Restricted Payments not in excess of $50 million in the aggregate; and

(xiv) the repurchase of shares of Capital Stock of the Company pursuant to the Stock Repurchase Program.

If the Company makes a Restricted Payment which, at the time of the making of such Restricted Payment, in the good faith determination of the Company, would be permitted under the requirements of the Indenture, such Restricted Payment shall be deemed to have been made in compliance with the Indenture notwithstanding any subsequent adjustment made in good faith to the Company's financial statements affecting Consolidated Net Income.

If any Person in which an Investment is made, which Investment constitutes a Restricted Payment when made, thereafter becomes a Restricted Subsidiary in accordance with the Indenture, all such Investments previously made in such Person shall no longer be counted as Restricted Payments for purposes of calculating the aggregate amount of Restricted Payments pursuant to clause (c) of the first paragraph under this "Limitation on Restricted Payments" covenant, in each case to the extent such Investments would otherwise be so counted.

For purposes of this covenant, if a particular Restricted Payment involves a non-cash payment, including a distribution of assets, then such Restricted Payment shall be deemed to be an amount equal to the cash portion of such Restricted Payment, if any, plus an amount equal to the Fair Market Value of the non-cash portion of such Restricted Payment.

Limitation on Liens

The Company will not, and will not permit any of its Restricted Subsidiaries, directly or indirectly, to enter into, create, incur, assume or suffer to exist any Liens of any kind (other than Permitted Liens), on or with respect to any of its property or assets now owned or hereafter acquired or any interest therein or any income or profits therefrom, which Liens secure Debt, without securing the Notes and all other amounts due under the Indenture equally and ratably with (or prior to) the Debt secured by such Lien until such time as such Debt is no longer secured by such Lien; *provided* that if the Debt so secured is subordinated by its terms to the Notes or a Note Guarantee, the Lien securing such Debt will also be so subordinated by its terms to the Notes and the Guarantees at least to the same extent.

Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, cause or suffer to exist or become effective or enter into any encumbrance or restriction (other than pursuant to the Indenture or any law, rule, regulation or order) on the ability of any Restricted Subsidiary to (i) pay dividends or make any other distributions on its Capital Interests owned by the Company or any Restricted Subsidiary or pay any Debt or other obligation owed to the Company or any Restricted Subsidiary, (ii) make loans or advances to the Company or any Restricted Subsidiary or (iii) sell, lease or transfer any of its property or assets to the Company or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to the following encumbrances or restrictions existing under or by reason of:

(a) any encumbrance or restriction in existence on the Issue Date, including those required by the Credit Agreement and any amendments, modifications, restatements, renewals, increases, supplements,

refundings, replacements, refinancings thereof, *provided* that the amendments, modifications, restatements, renewals, increases, supplements, refundings, replacement or refinancings, in the good faith judgment of the Company, are no more restrictive, taken as a whole, with respect to such dividend or other payment restrictions than those contained in these agreements on the Issue Date or refinancings thereof;

(b) any encumbrance or restriction pursuant to an agreement relating to an acquisition of property, so long as the encumbrances or restrictions in any such agreement relate solely to the property so acquired (and are not or were not created in anticipation of or in connection with the acquisition thereof);

(c) any encumbrance or restriction which exists with respect to a Person that becomes a Restricted Subsidiary or merges with or into a Restricted Subsidiary of the Company on or after the Issue Date, which is in existence at the time such Person becomes a Restricted Subsidiary, but not created in connection with or in anticipation of such Person becoming a Restricted Subsidiary, and which is not applicable to any Person or the property or assets of any Person other than such Person or the property or assets of such Person becoming a Restricted Subsidiary;

(d) any encumbrance or restriction pursuant to an agreement effecting a permitted renewal, refunding, replacement, refinancing or extension of Debt issued pursuant to an agreement containing any encumbrance or restriction referred to in the foregoing clauses (a) through (c), so long as the encumbrances and restrictions contained in any such refinancing agreement are no less favorable in any material respect to the Holders than the encumbrances and restrictions contained in the agreements governing the Debt being renewed, refunded, replaced, refinanced or extended in the good faith judgment of the Company;

(e) customary provisions restricting subletting or assignment of any lease, contract, or license of the Company or any Restricted Subsidiary or provisions in agreements that restrict the assignment of such agreement or any rights thereunder;

(f) any encumbrance or restriction by reason of applicable law, rule, regulation or order;

(g) any encumbrance or restriction under the Indenture, the Notes and the Note Guarantees;

(h) any encumbrance or restriction under the sale of assets or Capital Interests, including, without limitation, any agreement for the sale or other disposition of a Subsidiary that restricts distributions by that Subsidiary, pending its sale or other disposition;

(i) restrictions on cash and other deposits or net worth imposed by customers under contracts entered into the ordinary course of business;

(j) customary provisions with respect to the disposition or distribution of assets or property in Joint Venture agreements, partnership agreements, asset sale agreements, stock sale agreements, sale leaseback agreements and other similar agreements;

(k) any instrument governing Debt or Capital Interests of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Debt or Capital Interests was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired, *provided* that, in the case of Debt, such Debt was permitted by the terms of the Indenture to be incurred;

(l) purchase money obligations (including Capital Lease Obligations) for property acquired in the ordinary course of business that impose restrictions on that property so acquired of the nature described in clause (iii) of the first paragraph hereof;

(m) Liens securing Debt otherwise permitted to be incurred under the Indenture, including the provisions of the covenant described above under the caption "—Limitation on Liens" that limit the right of the debtor to dispose of the assets subject to such Liens; and

(n) any other agreement governing Debt entered into after the Issue Date that contains encumbrances and restrictions that are not materially more restrictive with respect to any Restricted Subsidiary than those in effect on the Issue Date with respect to that Restricted Subsidiary pursuant to agreements in effect on the Issue Date.

Nothing contained in this "Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries" covenant shall prevent the Company or any Restricted Subsidiary from (i) creating, incurring, assuming or suffering to exist any Liens otherwise permitted in the "Limitation on Liens" covenant or (ii) restricting the sale or other disposition of property or assets of the Company or any of its Restricted Subsidiaries that secure Debt of the Company or any of its Restricted Subsidiaries Incurred in accordance with the Limitation on Incurrence of Debt and Limitation on Liens covenants in the Indenture.

Transactions with Affiliates

The Company will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company (each, an "*Affiliate Transaction*"), unless:

(1) the Affiliate Transaction is on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by FTI or such Restricted Subsidiary with an unrelated Person; and

(2) the Company delivers to the trustee:

(a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $15.0 million, a resolution of the Board of Directors of the Company set forth in an officers' certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of the Company; and

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $50.0 million, an opinion as to the fairness to the Company or such Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, valuation, appraisal or investment banking firm of national standing.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any employment or other compensation arrangement or agreement, employee or compensation benefit plan, officer or director indemnification agreement or any similar arrangement entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business and payments pursuant thereto (including Employee Loans);

(2) transactions between or among the Company and/or its Restricted Subsidiaries;

(3) transactions with a Person (other than an Unrestricted Subsidiary of the Company) that is an Affiliate of the Company solely because the Company owns, directly or through a Restricted Subsidiary, a Capital Interest in, or controls, such Person;

(4) payment of reasonable directors' fees to Persons who are not otherwise Affiliates of the Company and the payment of customary indemnification to directors, officers, employees and agents of the Company and its Restricted Subsidiaries;

(5) any issuance of Capital Interests (other than Redeemable Capital Stock) of the Company to Affiliates of the Company;

(6) Restricted Payments that do not violate the provisions of the indenture described above under the caption "—Restricted Payments" and Permitted Investments (other than clause (j) of the definition thereof);

(7) the grant of stock options, restricted stock, stock appreciation rights, phantom stock awards or similar rights or equity interests to directors, officers, employees and consultants that are approved by the Board of Directors of the Company or any of its Restricted Subsidiaries in the ordinary course of business;

(8) the existence of, or the performance by the Company or any of its Restricted Subsidiaries under the terms of, any agreement or instrument as in effect on the Issue Date or any amendment thereto (so long as any such agreement or instrument together with all amendments thereto, taken as a whole, is not more disadvantageous to the holders of the notes in any material respect than the original agreement or instrument as in effect on the Issue Date) or any transaction contemplated thereby;

(9) contributions to the capital of Subsidiaries to the extent necessary to comply with laws or regulations mandating solvency or minimum capitalization; and

(10) any contribution to the capital of the Company.

Limitation on Sale and Leaseback Transactions

The Company will not, and will not permit any of its Restricted Subsidiaries to, enter into any Sale and Leaseback Transaction unless:

(i) the consideration received in such Sale and Leaseback Transaction is at least equal to the Fair Market Value of the property sold, as determined by an Officers' Certificate; and

(ii) prior to and after giving effect to the Attributable Debt in respect of such Sale and Leaseback Transaction, the Company and such Restricted Subsidiary comply with the "Limitation on Incurrence of Debt" covenant contained herein.

Provision of Financial Information

Whether or not required by the Commission, so long as any Notes are outstanding, the Company will furnish to the Holders of Notes, or file electronically with the Commission through the Commission's Electronic Data Gathering, Analysis and Retrieval System (or any successor system), within the time periods specified in the Commission's rules and regulations:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Forms 10-Q and 10-K if the Company were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report on the annual financial statements by the Company's certified independent accountants; and

(2) all current reports that would be required to be filed with the Commission on Form 8-K if the Company were required to file such reports.

In addition, whether or not required by the Commission, the Company will file a copy of all of the information and reports referred to in clauses (1) and (2) above with the Commission for public availability within the time periods specified in the Commission's rules and regulations (unless the Commission will not accept such a filing) or otherwise make such information available to prospective investors.

Additional Note Guarantees

On the Issue Date, each of the Guarantors will guarantee the Notes in the manner and on the terms set forth in the Indenture.

After the Issue Date, the Company will cause each of its wholly-owned Domestic Restricted Subsidiaries that Incurs any Debt pursuant to clause (i) of the definition of "Permitted Debt" to guarantee the Notes. If any Guarantor ceases to be a wholly-owned Domestic Restricted Subsidiary, such Guarantor's obligations under the Note Guarantees will be released.

Each Note Guarantee by a Guarantor will be limited to an amount not to exceed the maximum amount that can be guaranteed by that Guarantor without rendering the Guarantee, as it relates to such Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. By virtue of this limitation, a Guarantor's obligations under its Note Guarantees could be significantly less than amounts payable with respect to the Notes, or a Guarantor may have effectively no obligation under its Note Guarantee. See "Risk Factors—The guarantees may not be enforceable because of fraudulent conveyance laws."

Limitation on Creation of Unrestricted Subsidiaries

The Company may designate any Subsidiary of the Company to be an "Unrestricted Subsidiary" as provided below, in which event such Subsidiary and each other Person that is then or thereafter becomes a Subsidiary of such Subsidiary will be deemed to be an Unrestricted Subsidiary.

The Company may designate any Subsidiary to be an Unrestricted Subsidiary unless such Subsidiary owns any Capital Interests of, or owns or holds any Lien on any property of, any other Restricted Subsidiary of the Company, *provided* that either:

(x) the Subsidiary to be so designated has Total Assets of $1,000 or less; or

(y) the Company could make a Restricted Payment at the time of designation in an amount equal to the greater of the Fair Market Value or book value of such Subsidiary pursuant to the "—Limitation on Restricted Payments" covenant and such amount is thereafter treated as a Restricted Payment for the purpose of calculating the amount available for Restricted Payments thereunder.

An Unrestricted Subsidiary may be designated as a Restricted Subsidiary if (i) all the Debt of such Unrestricted Subsidiary could be Incurred under the "—Limitation on Incurrence of Debt" covenant and (ii) all the Liens on the property and assets of such Unrestricted Subsidiary could be incurred pursuant to the "—Limitation on Liens" covenant.

Consolidation, Merger, Conveyance, Transfer or Lease

The Company will not in any transaction or series of transactions, consolidate with or merge into any other Person (other than a merger of a Subsidiary into the Company in which the Company is the continuing Person or the merger of a Restricted Subsidiary into or with another Restricted Subsidiary or another Person that as a result of such transaction becomes or merges into a Restricted Subsidiary), or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of the assets of the Company and its Restricted Subsidiaries, taken as a whole, to any other Person, unless:

(i) either: (a) the Company shall be the continuing Person or (b) the Person (if other than the Company) formed by such consolidation or into which the Company is merged, or the Person that acquires, by sale, assignment, conveyance, transfer, lease or other disposition, all or substantially all of the property and assets of the Company (such Person, the "*Surviving Entity*"), (1) shall be a corporation, partnership, limited liability company or similar entity organized and validly existing under the laws of the United States, any political subdivision thereof or any state thereof or the District of Columbia and (2) shall expressly assume, by a supplemental indenture, the due and punctual payment of all amounts due in respect of the principal of (and premium, if any) and interest on all the Notes and the performance of the covenants and obligations of the Company under the Indenture; *provided* that at any time the Company or its successor is not a corporation, there shall be a co-issuer of the Notes that is a corporation;

(ii) immediately after giving effect to such transaction or series of transactions on a pro forma basis (including, without limitation, any Debt Incurred or anticipated to be Incurred in connection with or in respect of such transaction or series of transactions), no Default or Event of Default shall have occurred and be continuing or would result therefrom; and

(iii) the Company delivers, or causes to be delivered, to the Trustee, in form satisfactory to the Trustee, an Officers' Certificate and an opinion of counsel, each stating that such consolidation, merger, sale, conveyance, assignment, transfer, lease or other disposition complies with the requirements of the Indenture and that such supplemental indenture constitutes the legal, valid and binding obligation of the Surviving Entity subject to customary exceptions.

Notwithstanding the foregoing, failure to satisfy the requirements of the preceding clause (ii) will not prohibit:

(a) a merger between the Company and a Restricted Subsidiary that is a wholly owned Subsidiary of the Company or a sale, assignment, conveyance, transfer, lease or other disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries, taken as a whole, to a Restricted Subsidiary that is a wholly owned Subsidiary of the Company; or

(b) a merger between the Company and an Affiliate incorporated solely for the purpose of converting the Company into a corporation organized under the laws of the United States or any political subdivision or state thereof; so long as, in each case, the amount of Debt of the Company and its Restricted Subsidiaries is not increased thereby.

For all purposes of the Indenture and the Notes, Subsidiaries of any Surviving Entity will, upon such transaction or series of transactions, become Restricted Subsidiaries or Unrestricted Subsidiaries as provided pursuant to the Indenture and all Debt, and all Liens on property or assets, of the Surviving Entity and its Subsidiaries that was not Debt, or were not Liens on property or assets, of the Company and its Subsidiaries immediately prior to such transaction or series of transactions shall be deemed to have been Incurred upon such transaction or series of transactions.

Upon any transaction or series of transactions that are of the type described in, and are effected in accordance with, conditions described in the immediately preceding paragraphs, the Surviving Entity shall succeed to, and be substituted for, and may exercise every right and power of, the Company, under the Indenture with the same effect as if such Surviving Entity had been named as the Company therein; and when a Surviving Person duly assumes all of the obligations and covenants of the Company pursuant to the Indenture and the Notes, except in the case of a lease, the predecessor Person shall be relieved of all such obligations.

Events of Default

Each of the following is an "*Event of Default*" under the Indenture:

(1) default in the payment in respect of the principal of (or premium, if any, on) any Note when due and payable (whether at Stated Maturity or upon repurchase, acceleration, optional redemption or otherwise);

(2) default in the payment of any interest upon any Note when it becomes due and payable, and continuance of such default for a period of 30 days;

(3) except as permitted by the Indenture, any Note Guarantee of any Significant Subsidiary (or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary) shall for any reason cease to be, or it shall be asserted by any Guarantor or the Company not to be, in full force and effect and enforceable in accordance with its terms;

(4) failure by the Company or any of its Restricted Subsidiaries to comply with the provisions described under the captions "Repurchase at the Option of Holders—Change of Control," "Repurchase at the Option of Holders—Asset Sales," or "Certain Covenants—Consolidation, Merger, Conveyance, Transfer or Lease";

(5) default in the performance, or breach, of any other covenant or agreement of the Company or any Guarantor in the Indenture (other than a covenant or agreement a default in whose performance or whose breach is specifically dealt with in clause (1), (2), (3) or (4) above), and continuance of such default or breach for a period of 60 days after written notice thereof (or 180 days in the case of the covenant described under "—Certain Covenants—Provision of Financial Information") has been given to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the outstanding Notes;

(6) a default or defaults under any bonds, debentures, notes or other evidences of Debt (other than the Notes) by the Company or any Restricted Subsidiary having, individually or in the aggregate, a principal or similar amount outstanding of at least $50 million, whether such Debt now exists or shall hereafter be created, which default or defaults shall have resulted in the acceleration of the maturity of such Debt prior to its express maturity or shall constitute a failure to pay at least $50 million of such Debt when due and payable after the expiration of any applicable grace period with respect thereto;

(7) the entry against the Company or any Restricted Subsidiary that is a Significant Subsidiary of a final judgment or final judgments for the payment of money in an aggregate amount in excess of $50 million, by a court or courts of competent jurisdiction, which judgments remain undischarged, unwaived, unstayed, unbonded or unsatisfied for a period of 60 consecutive days; or

(8) certain events in bankruptcy, insolvency or reorganization affecting the Company or any Significant Subsidiary (or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary).

If an Event of Default (other than an Event of Default specified in clause (8) above with respect to the Company) occurs and is continuing, then and in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the outstanding Notes may declare the principal of the Notes and any accrued interest on the Notes to be due and payable immediately by a notice in writing to the Company (and to the Trustee if given by Holders); *provided*, *however*, that after such acceleration, but before a judgment or decree based on acceleration, the Holders of a majority in aggregate principal amount of the outstanding Notes may, under certain circumstances, rescind and annul such acceleration if all Events of Default, other than the nonpayment of accelerated principal of or interest on the Notes, have been cured or waived as provided in the Indenture.

In the event of a declaration of acceleration of the Notes solely because an Event of Default described in clause (6) above has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically rescinded and annulled if the event of default or payment default triggering such Event of Default pursuant to clause (6) shall be remedied or cured by the Company or a Restricted Subsidiary of the Company or waived by the holders of the relevant Debt within 20 business days after the declaration of acceleration with respect thereto and if the rescission and annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction obtained by the Trustee for the payment of amounts due on the Notes.

If an Event of Default specified in clause (8) above occurs with respect to the Company, the principal of and any accrued interest on the Notes then outstanding shall ipso facto become immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. For further information as to waiver of defaults, see "—Amendment, Supplement and Waiver." The Trustee may withhold from Holders notice of any Default (except Default in payment of principal of, premium, if any, and interest) if the Trustee determines that withholding notice is in the interests of the Holders to do so.

No Holder of any Note will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless such Holder shall have previously given to the Trustee written notice of a continuing Event of Default and unless also the Holders of at least 25% in aggregate principal amount of the outstanding Notes shall have made written request to the Trustee, and provided indemnity satisfactory to the Trustee, to institute such proceeding as Trustee, and the Trustee shall not have received from the Holders of a majority in aggregate principal amount of the outstanding Notes a direction inconsistent with such request and shall have failed to institute such proceeding within 60 days. Such limitations do not apply, however, to a suit instituted by a Holder of a Note directly (as opposed to through the Trustee) for enforcement of payment of the principal of (and premium, if any) or interest on such Note on or after the respective due dates expressed in such Note.

The Company will be required to furnish to the Trustee annually a statement as to the performance of certain obligations under the Indenture and as to any Default in such performance. The Company also is required to notify the Trustee if it becomes aware of the occurrence of any Default or Event of Default.

Amendment, Supplement and Waiver

Without the consent of any Holders, at any time and from time to time, the Company, the Guarantors and the Trustee may enter into one or more indentures supplemental to the Indenture and the Guarantees for any of the following purposes:

(1) to evidence the succession of another Person to the Company and the assumption by any such successor of the covenants of the Company in the Indenture and the Guarantees and in the Notes;

(2) to secure the Notes, to add to the covenants of the Company for the benefit of the Holders, or to surrender any right or power conferred upon the Company in the Indenture;

(3) to add additional Events of Default;

(4) to provide for uncertificated Notes in addition to or in place of the certificated Notes;

(5) to evidence and provide for the acceptance of appointment under the Indenture by a successor Trustee;

(6) to provide for or confirm the issuance of Additional Notes in accordance with the terms of the Indenture;

(7) to add a Guarantor or to release a Guarantor in accordance with the terms of the Indenture;

(8) to cure or reform any ambiguity, defect, omission, mistake, manifest error or inconsistency or to conform the Indenture or the Notes to this “Description of Notes”;

(9) to comply with any requirements of the Commission with respect to the qualification of the Indenture under the Trustee Indenture Act; or

(10) to provide additional rights or benefits to the Holders or to make any change that does not adversely affect the rights of any Holder.

With the consent of the Holders of not less than a majority in aggregate principal amount of the outstanding Notes, the Company, the Guarantors and the Trustee may enter into an indenture or indentures supplemental to the Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or the Notes or of modifying in any manner the rights of the Holders of the Notes under the Indenture, including the definitions therein; *provided*, *however*, that no such supplemental indenture shall, without the consent of the Holder of each outstanding Note affected thereby:

(1) change the Stated Maturity of any Note or of any installment of interest on any Note, or reduce the amount payable in respect of the principal thereof or the rate of interest thereon or any premium payable

thereon, or reduce the amount that would be due and payable on acceleration of the maturity thereof, or change the place of payment where, or the coin or currency in which, any Note or any premium or interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof, or change the date on which any Notes may be subject to redemption or reduce the Redemption Price therefore;

(2) reduce the percentage in aggregate principal amount of the outstanding Notes, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of the Indenture or certain defaults thereunder and their consequences) provided for in the Indenture;

(3) modify the obligations of the Company to make a Change of Control Offer or an Asset Sale Offer upon a Change of Control or Asset Sale, as the case may be, if such modification was done after the occurrence of such event;

(4) modify or change any provision of the Indenture affecting the ranking of the Notes or any Note Guarantee in a manner adverse to the Holders of the Notes;

(5) modify any of the provisions of the Indenture described in this paragraph or provisions relating to waiver of defaults or certain covenants, except to increase any such percentage required for such actions or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the Holder of each outstanding Note affected thereby; or

(6) release any Guarantees required to be maintained under the Indenture (other than in accordance with the terms of the Indenture).

The Holders of not less than a majority in aggregate principal amount of the outstanding Notes may on behalf of the Holders of all the Notes waive any past default under the Indenture and its consequences, except a default:

(1) in any payment in respect of the principal of (or premium, if any) or interest on any Notes (including any Note which is required to have been purchased pursuant to a Change of Control Offer or Asset Sale Offer which has been made by the Company); or

(2) in respect of a covenant or provision of the Indenture which under the Indenture cannot be modified or amended without the consent of the Holder of each outstanding Note affected.

Satisfaction and Discharge of the Indenture; Defeasance

The Company may terminate its obligations and the obligations of the Guarantors with respect to the Notes and the related Note Guarantees under the Indenture, except for those which expressly survive by the terms of the Indenture, when:

(1) either: (A) all Notes theretofore authenticated and delivered have been delivered to the Trustee for cancellation, or (B) all such Notes not theretofore delivered to the Trustee for cancellation (i) have become due and payable or (ii) will become due and payable within one year or are to be called for redemption within one year (a "*Discharge*") under irrevocable arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company, and the Company has irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay and discharge the entire indebtedness on the Notes, not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest to the Stated Maturity or date of redemption;

(2) no Default or Event of Default shall have occurred and be continuing on the date of the deposit or will occur as a result of the deposit and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound;

(3) the Company has paid or caused to be paid all other sums then due and payable under the Indenture by the Company;

(4) the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound;

(5) the Company has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of the Notes at maturity or on the redemption date, as the case may be; and

(6) the Company has delivered to the Trustee an Officers' Certificate and an opinion of counsel in form and substance reasonably acceptable to the Trustee, each stating that all conditions precedent under the Indenture relating to the Discharge have been complied with.

The Company may elect, at its option, to have its obligations and the obligations of the Guarantors discharged with respect to the outstanding Notes and the related Guarantees ("*legal defeasance*"). Legal defeasance means that the Company will be deemed to have paid and discharged the entire indebtedness represented by the outstanding Notes, except for:

(1) the rights of Holders of such Notes to receive payments in respect of the principal of and any premium and interest on such Notes when payments are due;

(2) the Company's obligations with respect to such Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the Trustee; and

(4) the defeasance provisions of the Indenture.

In addition, the Company may elect, at its option, to have its obligations released with respect to certain covenants, including, without limitation, its obligation to make offers to purchase Notes in connection with any Change of Control or Asset Sale, in the Indenture ("*covenant defeasance*") and any omission to comply with such obligation shall not constitute a Default or an Event of Default with respect to the Notes. In the event covenant defeasance occurs, certain events (not including non-payment, bankruptcy and insolvency events) described under "Events of Default" will no longer constitute an Event of Default with respect to the Notes and the Guarantors will be released from their obligations with respect to the related Note Guarantees related to such covenants.

In order to exercise either legal defeasance or covenant defeasance with respect to outstanding Notes:

(1) the Company must irrevocably have deposited or caused to be deposited with the Trustee as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to the benefits of the Holders of such Notes: (A) money in an amount, or (B) U.S. government obligations, which through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than the due date of any payment, money in an amount or (C) a combination thereof, in each case sufficient without reinvestment, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee and in form and substance reasonably acceptable to the Trustee, to pay and discharge, and which shall be applied by the Trustee to pay and discharge, the entire indebtedness in respect of the principal of and premium, if any, and interest on such Notes on the Stated Maturity thereof or (if the Company has made irrevocable arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name and at the expense of the Company) the redemption date thereof, as the case may be, in accordance with the terms of the Indenture and such Notes;

(2) in the case of legal defeasance, the Company shall have delivered to the Trustee an opinion of counsel satisfactory to the Trustee stating that (A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (B) since the date of the Indenture, there has been a change in the applicable United States federal income tax law, in either case (A) or (B) to the effect that, and based thereon such opinion shall confirm that, the Holders of the Notes will not recognize gain or loss for United States federal income tax purposes as a result of the deposit and legal defeasance to be effected with respect to such Notes and will be subject to United States federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit and legal defeasance were not to occur;

(3) in the case of covenant defeasance, the Company shall have delivered to the Trustee an opinion of counsel to the effect that the Holders of such outstanding Notes will not recognize gain or loss for United States federal income tax purposes as a result of the deposit and covenant defeasance to be effected with respect to such Notes and will be subject to United States federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit and covenant defeasance were not to occur;

(4) no Default or Event of Default with respect to the outstanding Notes shall have occurred and be continuing at the time of such deposit after giving effect thereto;

(5) such legal defeasance or covenant defeasance shall not cause the Trustee to have a conflicting interest within the meaning of the Trust Indenture Act (assuming all Notes are in default within the meaning of such Act);

(6) such legal defeasance or covenant defeasance shall not result in a breach or violation of, or constitute a default under, any material agreement or material instrument (other than the Indenture) to which the Company is a party or by which the Company is bound; and

(7) the Company shall have delivered to the Trustee an Officers' Certificate and an opinion of counsel in form and substance reasonably acceptable to the Trustee, each stating that all conditions precedent with respect to such legal defeasance or covenant defeasance have been complied with.

In the event of a legal defeasance or a Discharge, a Holder whose taxable year straddles the deposit of funds and the distribution in redemption to such Holder would be subject to tax on any gain (whether characterized as capital gain or market discount) in the year of deposit rather than in the year of receipt. In connection with a Discharge, in the event the Company becomes insolvent within the applicable preference period after the date of deposit, monies held for the payment of the Notes may be part of the bankruptcy estate of the Company, disbursement of such monies may be subject to the automatic stay of the bankruptcy code and monies disbursed to Holders may be subject to disgorgement in favor of the Company's estate. Similar results may apply upon the insolvency of the Company during the applicable preference period following the deposit of monies in connection with legal defeasance.

Notwithstanding the foregoing, the opinion of counsel required by clause (2) above with respect to a legal defeasance need not to be delivered if all Notes not therefore delivered to the Trustee for cancellation (x) have become due and payable, or (y) will become due and payable within one year at Stated Maturity or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company.

The Trustee

Wilmington Trust Company, the Trustee under the Indenture, will be the initial paying agent and registrar for the Notes. Except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture.

The Indenture and the Trust Indenture Act contain certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payment of claims in certain cases or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions; however, if it acquires any "conflicting interest" (as defined in the Trust Indenture Act) it must eliminate such conflict within 90 days, apply to the Commission for permission to continue or resign.

The Holders of a majority in principal amount of the outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, subject to receipt by the Trustee of security and indemnity satisfactory to the Trustee and subject to certain exceptions. The Indenture provides that in case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs. Subject to such provisions, the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Indenture at the request or direction of any of the Holders pursuant to the Indenture, unless such Holders shall have provided to the Trustee security and indemnity satisfactory to the Trustee against the costs, losses, expenses and liabilities which might be incurred by it in compliance with such request or direction and then only to the extent required by the terms of the Indenture.

No Personal Liability of Stockholders, Partners, Officers or Directors

No director, manager, officer, employee, stockholder, member, general or limited partner or incorporator, past, present or future, of the Company or any of its Subsidiaries, as such or in such capacity, shall have any personal liability for any obligations of the Company under the Notes, any Note Guarantee or the Indenture by reason of his, her or its status as such director, officer, employee, stockholder, general or limited partner or incorporator. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes and Note Guarantees.

Governing Law

The Indenture, the Notes and Note Guarantees are governed by, and will be construed in accordance with, the laws of the State of New York.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the Indenture. Reference is made to the Indenture for the full definition of all such terms, as well as any capitalized term used herein for which no definition is provided.

"*2016 notes*" means the 7 3/4% Senior Notes due 2016 of the Company.

"*Acquired Debt*" means Debt (1) of a Person (including an Unrestricted Subsidiary) existing at the time such Person becomes a Restricted Subsidiary or (2) assumed in connection with the acquisition of assets from such Person. Acquired Debt shall be deemed to have been Incurred, with respect to clause (1) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of such acquisition of assets.

"*Affiliate*" of any Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person. For the purposes of this definition, "*control*" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "*controlling*" and "*controlled*" have meanings that correspond to the foregoing.

"*Applicable Premium*" means, with respect to any Note on any applicable redemption date, the greater of:

(1) 1% of the then outstanding principal amount of the Note; and

(2) the excess of:

(a) the present value at such redemption date of (i) the Redemption Price of the Note at October 1, 2015 (such Redemption Price being set forth in the table appearing above under the caption "—Optional Redemption") plus (ii) all required interest payments due on the Note through October 1, 2015 (excluding accrued but unpaid interest), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the then outstanding principal amount of the Note.

"*Asset Acquisition*" means:

(a) an Investment by the Company or any Restricted Subsidiary in any other Person pursuant to which such Person shall become a Restricted Subsidiary, or shall be merged with or into the Company or any Restricted Subsidiary; or

(b) the acquisition by the Company or any Restricted Subsidiary of the assets of any Person which constitute all or substantially all of the assets of such Person, any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business and consistent with past practices.

"*Asset Sale*" means:

(i) the sale, lease, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Leaseback Transaction) of the Company or any of its Restricted Subsidiaries (each referred to in this definition as a "disposition"); or

(ii) the issuance or sale of Capital Interests in any Restricted Subsidiary, whether in a single transaction or a series of related transactions (other than Preferred Interests in Restricted Subsidiaries issued in compliance with the covenant described under "Limitation on Incurrence of Debt");

in each case, other than:

(a) any disposition of Eligible Cash Equivalents or Investment Grade Securities or obsolete or worn out equipment in the ordinary course of business or any disposition of inventory or goods (or other assets) no longer used in the ordinary course of business;

(b) the disposition of all or substantially all of the assets of the Company in a manner permitted pursuant to the provisions described above under "Certain Covenants—Consolidation, Merger, Conveyance, Transfer or Lease" or any disposition that constitutes a Change of Control pursuant to the Indenture;

(c) the disposition or lease of equipment related to information technology infrastructure located within the Company's shared service centers, including assets related to electrical, fire protection, security, communications, servers, storage, backup and recovery functions, software applications and software licenses owned by the Company or a Restricted Subsidiary on the Issue Date;

(d) the making of any Restricted Payment or Permitted Investment that is permitted to be made, and is made, under the covenant described above under "Limitation on Restricted Payments";

(e) any disposition of assets or issuance or sale of Capital Interests in any Restricted Subsidiary in any transaction or series of related transactions with an aggregate Fair Market Value of less than $25 million;

(f) any disposition (including by liquidation) of property or assets or issuance of securities by a Restricted Subsidiary of the Company to the Company or by the Company or a Restricted Subsidiary of the Company to another Restricted Subsidiary of the Company;

(g) to the extent allowable under Section 1031 of the Code or any comparable or successor provision, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(h) the lease, assignment or sub-lease of any real or personal property in the ordinary course of business;

(i) any issuance or sale of Capital Interests in, or Debt or other securities of, an Unrestricted Subsidiary;

(j) foreclosures, condemnation or any similar action on assets or the granting of Liens not prohibited by the Indenture;

(k) the sale or discount of inventory, accounts receivable or notes receivable in the ordinary course of business or the conversion of accounts receivable to notes receivable;

(l) any financing transaction with respect to property built or acquired by the Company or any Restricted Subsidiary after the Issue Date, including Sale and Leaseback Transactions and asset securitizations permitted by the Indenture;

(m) any issuance or sale of Capital Interests in any Restricted Subsidiary to any Person operating in a Similar Business for which such Restricted Subsidiary provides shared purchasing, billing, collection or similar services in the ordinary course of business; and

(n) any sale or lease of services or licensing of intellectual property in the ordinary course of business.

"*Attributable Debt*" in respect of a Sale and Leaseback Transaction means, at the time of determination, the present value (discounted at the rate of interest implicit in such transaction) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction (including any period for which such lease has been extended).

"*Average Life*" means, as of any date of determination, with respect to any Debt, the quotient obtained by dividing (i) the sum of the products of (x) the number of years from the date of determination to the dates of each successive scheduled principal payment (including any sinking fund or mandatory redemption payment requirements) of such Debt multiplied by (y) the amount of such principal payment by (ii) the sum of all such principal payments.

"*Board of Directors*" means (i) with respect to a corporation, the board of directors of such corporation or any duly authorized committee thereof; and (ii) with respect to any other entity, the board of directors or similar body of the general partner or managers of such entity or any duly authorized committee thereof.

"*Capital Interests*" in any Person means any and all shares, interests (including Preferred Interests), participations or other equivalents in the equity interest (however designated) in such Person and any rights (other than Debt securities convertible into an equity interest), warrants or options to acquire an equity interest in such Person.

"*Capital Lease Obligations*" means any obligation under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP; and the amount of Debt represented by such obligation shall be the capitalized amount of such obligations determined in accordance with GAAP; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty.

"*Change of Control*" means the occurrence of any of the following:

(1) the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person;

(2) the Company becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act or any successor provision), in a single transaction or in a series of related transactions, by way of merger, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of 50% or more of the total voting power of the Voting Interests in the Company; or

(3) during any period of 24 consecutive months, individuals who at the beginning of such period constituted the Board of Directors of the Company (together with any directors whose election by the Board of Directors or whose nomination for election by the equityholders of the Company was approved by a vote of a majority of the directors of the Company then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Company's Board of Directors then in office.

"*Code*" means the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated thereunder.

"Commission" means the Securities and Exchange Commission.

"*Common Interests*" of any Person means Capital Interests in such Person that do not rank prior, as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation, dissolution or winding up of such Person, to Capital Interests of any other class in such Person.

"*Company*" means FTI Consulting, Inc. and any successor thereto.

"*Consolidated Cash Flow Available for Fixed Charges*" means, with respect to any Person for any period:

(i) Consolidated Net Income *plus* the sum of, without duplication, the amounts for such period, taken as a single accounting period, to the extent deducted in such period in computing Consolidated Net Income, of:

(a) Consolidated Non-cash Charges;

(b) Consolidated Fixed Charges;

(c) Consolidated Income Tax Expense;

(d) impairment charges, including the write-down of Investments;

(e) restructuring expenses and charges;

(f) any expenses or charges related to any equity offering, Permitted Investment, recapitalization or Debt Incurrence permitted to be made under the Indenture (whether or not successful);

(g) the amount of any interest expense attributable to minority equity interests of third parties in any non-wholly owned Subsidiary;

(h) any net loss from discontinued operations; and

(i) any costs or expenses incurred by the Company or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement, any stock subscription or shareholder agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Company or net cash proceeds of an issuance of Capital Interests of the Company (other than Redeemable Capital Interests); *less*

(ii) to the extent included in such period in computing Consolidated Net Income, (x) net income from discontinued operations and (y) the amount of extraordinary, non-recurring or unusual gains.

"*Consolidated Fixed Charge Coverage Ratio*" means, with respect to any Person, the ratio of the aggregate amount of Consolidated Cash Flow Available for Fixed Charges of such Person for the four full fiscal quarters, treated as one period, for which financial information in respect thereof is available immediately preceding the date of the transaction (the "*Transaction Date*") giving rise to the need to calculate the Consolidated Fixed Charge Coverage Ratio (such four full fiscal quarter period being referred to herein as the "*Four Quarter Period*") to the aggregate amount of Consolidated Fixed Charges of such Person for the Four Quarter Period. In addition to and without limitation of the foregoing, for purposes of this definition, "Consolidated Cash Flow Available for Fixed Charges" and "Consolidated Fixed Charges" shall be calculated after giving effect (i) to the cost of any compensation, remuneration or other benefit paid or provided to any employee, consultant, Affiliate or equity owner of the entity involved in any Asset Acquisition to the extent such costs are eliminated or reduced (or public announcement has been made of the intent to eliminate or reduce such costs) prior to the date of such calculation and not replaced; (ii) on a *pro forma* basis for the period of such calculation, to any Asset Sales or other dispositions or Asset Acquisitions, investments, mergers, consolidations and discontinued operations (as determined in accordance with GAAP) occurring during the Four Quarter Period or any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date, as if such Asset Sale or other disposition or Asset Acquisition (including the incurrence or assumption of any such Acquired Debt), investment, merger, consolidation or disposed operation occurred on the first day of the Four Quarter Period; and (iii) clause (i) of the definition of "Consolidated Interest Expense" shall mean the total interest expense of such Person and its Restricted Subsidiaries for such period as determined on a consolidated basis in accordance with GAAP *less* the non-cash component of total interest expense. For purposes of this definition, *pro forma* calculations shall be made in accordance with Article 11 of Regulation S-X promulgated under the Securities Act.

Furthermore, in calculating "Consolidated Fixed Charges" for purposes of determining the denominator (but not the numerator) of this "Consolidated Fixed Charge Coverage Ratio":

(i) interest on outstanding Debt determined on a fluctuating basis as of the Transaction Date and which will continue to be so determined thereafter shall be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Debt in effect on the Transaction Date; and

(ii) if interest on any Debt actually incurred on the Transaction Date may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rates, then the interest rate in effect on the Transaction Date will be deemed to have been in effect during the Four Quarter Period.

If such Person or any of its Restricted Subsidiaries directly or indirectly Guarantees Debt of a third Person, the above clause shall give effect to the incurrence of such Guaranteed Debt as if such Person or such Subsidiary had directly incurred or otherwise assumed such Guaranteed Debt.

"*Consolidated Fixed Charges*" means, with respect to any Person for any period, the sum of, without duplication, the amounts for such period of:

(i) Consolidated Interest Expense; and

(ii) the product of (a) all dividends and other distributions paid or accrued during such period in respect of Redeemable Capital Interests of such Person and its Restricted Subsidiaries (other than dividends paid in Qualified Capital Interests), times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal.

"*Consolidated Income Tax Expense*" means, with respect to any Person for any period, the provision for federal, state, local and foreign income taxes of such Person and its Restricted Subsidiaries for such period as determined on a consolidated basis in accordance with GAAP paid or accrued during such period, including any penalties and interest related to such taxes or arising from any tax examinations, to the extent the same were deducted in computing Consolidated Net Income.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, without duplication, the sum of:

(i) the total interest expense of such Person and its Restricted Subsidiaries for such period as determined on a consolidated basis in accordance with GAAP, including, without limitation:

(a) any amortization of Debt discount;

(b) the net cost under any Hedging Obligation or Swap Contract in respect of interest rate protection (including any amortization of discounts);

(c) the interest portion of any deferred payment obligation;

(d) all commissions, discounts and other fees and charges owed with respect to letters of credit, bankers' acceptances, financing activities or similar activities; and

(e) all accrued interest;

(ii) the interest component of Capital Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Restricted Subsidiaries during such period determined on a consolidated basis in accordance with GAAP; and

(iii) all capitalized interest of such Person and its Restricted Subsidiaries for such period;

less interest income of such Person and its Restricted Subsidiaries for such period; *provided*, *however*, that Consolidated Interest Expense will exclude (I) the amortization or write off of Debt issuance costs and deferred financing fees, commissions, fees and expenses and (II) any expensing of interim loan commitment and other financing fees.

"*Consolidated Net Income*" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Restricted Subsidiaries for such period as determined in accordance with GAAP, adjusted, to the extent included in calculating such net income, by:

(A) excluding, without duplication

(i) all extraordinary gains or losses (net of fees and expenses relating to the transaction giving rise thereto), income, expenses or charges;

(ii) the portion of net income of such Person and its Restricted Subsidiaries allocable to minority interests in unconsolidated Persons or Investments in Unrestricted Subsidiaries to the extent that cash dividends or distributions have not actually been received by such Person or one of its Restricted Subsidiaries; *provided* that for the avoidance of doubt, Consolidated Net Income shall be increased in amounts equal to the amounts of cash actually received;

(iii) gains or losses in respect of any Asset Sales by such Person or one of its Restricted Subsidiaries (net of fees and expenses relating to the transaction giving rise thereto), on an after-tax basis;

(iv) the net income (loss) from any disposed or discontinued operations or any net gains or losses on disposed or discontinued operations, on an after-tax basis;

(v) solely for purposes of determining the amount available for Restricted Payments under clause (c) of the first paragraph of "Certain Covenants—Limitation on Restricted Payments," the net income of any Restricted Subsidiary (other than a Guarantor) or such Person to the extent that the declaration of dividends or similar distributions by that Restricted Subsidiary of that income is not at the time permitted, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulations applicable to that Restricted Subsidiary or its stockholders; *provided* that for the avoidance of doubt, Consolidated Net Income shall be increased in amounts equal to the amounts of cash actually received;

(vi) any gain or loss realized as a result of the cumulative effect of a change in accounting principles;

(vii) any fees and expenses paid in connection with the issuance of the Notes;

(viii) non-cash compensation expense incurred with any issuance of equity interests to an employee of such Person or any Restricted Subsidiary;

(ix) any net after-tax gains or losses attributable to the early extinguishment or conversion of Debt;

(x) any non-cash impairment charges or asset write-off or write-down resulting from the application of Accounting Standards Codification 350, Intangibles—Goodwill and Other, Accounting Standards Codification 360, Property, Plant, and Equipment, and Accounting Standards Codification 805, Business Combinations;

(xi) non-cash gains, losses, income and expenses resulting from fair value accounting required by Accounting Standards Codification 815, Derivatives and Hedging, or any related subsequent Statement of Financial Accounting Standards;

(xii) accruals and reserves that are established within 12 months after the closing of any acquisition that are so required to be established as a result of such acquisition in accordance with GAAP;

(xiii) any fees, expenses, charges or Integration Costs incurred during such period, or any amortization thereof for such period, in connection with any acquisition, Investment, Asset Sale, disposition, Incurrence or repayment of Debt (including such fees, expenses or charges related to any Credit Facility), issuance of Capital Interests, refinancing transaction or amendment or modification of any Debt instrument, and including, in each case, any such transaction undertaken but not completed, and any charges or non-recurring merger or acquisition costs incurred during such period as a result of any such transaction, in each case whether or not successful;

(xiv) any net unrealized gain or loss (after any offset) resulting from currency translation gains or losses related to currency remeasurements of Debt (including any net gain or loss resulting from obligations under Swap Contracts or Hedging Obligations for currency exchange risk) and any foreign currency translation gains or losses;

(xv) any accruals and reserves that are established for expenses and losses, in respect of equity-based awards compensation expense (provided that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall reduce Consolidated Net Income to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period);

(xvi) any expenses, charges or losses that are covered by indemnification or other reimbursement provisions in connection with any Permitted Investment or any sale, conveyance, transfer or other disposition of assets permitted under the Indenture, to the extent actually reimbursed, or, so long as the Company has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days); and

(xvii) to the extent covered by insurance and actually reimbursed, or, so long as the Company has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is in fact reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within such 365 days), expenses, charges or losses with respect to liability or casualty events or business interruption; and

(B) including, without duplication, dividends and distributions from Joint Ventures actually received in cash by the Company.

"*Consolidated Non-cash Charges*" means, with respect to any Person for any period, the aggregate depreciation, amortization (including amortization of goodwill, other intangibles, deferred financing fees, Debt issuance costs, commissions, fees and expenses) and other non-cash expenses of such Person and its Restricted Subsidiaries reducing Consolidated Net Income of such Person and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP (excluding any such charges constituting an extraordinary item or loss or any charge which requires an accrual of or a reserve for cash charges for any future period).

"*Consolidated Total Leverage Ratio*" means, with respect to any Person, the ratio of the aggregate amount of all Debt of such Person and its Restricted Subsidiaries at the end of the most recent fiscal period for which financial information in respect thereof is available immediately preceding the date of the transaction (the "*Transaction Date*") giving rise to the need to calculate the Consolidated Total Leverage Ratio to the aggregate amount of Consolidated Cash Flow Available for Fixed Charges of such Person for the Four Quarter Period preceding the Transaction Date. In addition to and without limitation of the foregoing, for purposes of this definition, this ratio shall be calculated after giving effect (i) to the cost of any compensation, remuneration or other benefit paid or provided to any employee, consultant, Affiliate or equity owner of the entity involved in any Asset Acquisition to the extent such costs are eliminated or reduced (or public announcement has been made of the intent to eliminate or reduce such costs) prior to the date of such calculation and not replaced; and (ii) on a pro forma basis for the period of such calculation, to any Asset Sales or other dispositions or Asset Acquisitions, investments, mergers, consolidations and discontinued operations (as determined in accordance with GAAP) occurring during the Four Quarter Period or any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date, as if such Asset Sale or other disposition or Asset Acquisition (including the incurrence or assumption of any such Acquired Debt), investment, merger, consolidation or disposed operation occurred on the first day of the Four Quarter Period. For purposes of this definition, *pro forma* calculations shall be made in accordance with Article 11 of Regulation S-X promulgated under the Securities Act.

If such Person or any of its Restricted Subsidiaries directly or indirectly Guarantees Debt of a third Person, the above clause shall give effect to the incurrence of such Guaranteed Debt as if such Person or such Subsidiary had directly incurred or otherwise assumed such Guaranteed Debt.

"*Credit Agreement*" means the Company's Credit Agreement, dated as of September 27, 2010, by and among the Company the guarantors named therein and Bank of America, N.A., as administrative agent, and the other agents and lenders named therein, together with all related notes, letters of credit, collateral documents, guarantees, and any other related agreements and instruments executed and delivered in connection therewith, in each case as amended, modified, supplemented, restated, refinanced, refunded or replaced in whole or in part from time to time including by or pursuant to any agreement or instrument that extends the maturity of any Debt thereunder, or increases the amount of available borrowings thereunder (*provided* that such increase in borrowings is permitted under clause (i) of the definition of the term "Permitted Debt"), or adds Subsidiaries of the Company as additional borrowers or guarantors thereunder, in each case with respect to such agreement or any successor or replacement agreement and whether by the same or any other agent, lender, group of lenders, purchasers or Debt holders.

"*Credit Facilities*" means one or more credit facilities (including the Credit Agreement) with banks or other lenders providing for revolving loans or term loans or the issuance of letters of credit or bankers' acceptances or the like.

"*Debt*" means at any time (without duplication), with respect to any Person the following: (i) all indebtedness of such Person for money borrowed or for the deferred and unpaid purchase price of property, excluding any trade payables or other current liabilities incurred in the normal course of business; (ii) all

obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments; (iii) all reimbursement obligations of such Person with respect to letters of credit (other than letters of credit that are secured by cash or Eligible Cash Equivalents), bankers' acceptances or similar facilities (excluding obligations in respect of letters of credit or bankers' acceptances issued in respect of trade payables) issued for the account of such Person; *provided* that such obligations shall not constitute Debt except to the extent drawn and not repaid within five business days; (iv) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property or assets acquired by such Person; (v) all Capital Lease Obligations of such Person; (vi) the maximum fixed redemption or repurchase price of Redeemable Capital Interests in such Person at the time of determination; (vii) any Swap Contracts and Hedging Obligations of such Person at the time of determination; (viii) Attributable Debt with respect to any Sale and Leaseback Transaction to which such Person is a party; and (ix) all obligations of the types referred to in clauses (i) through (viii) of this definition of another Person, the payment of which, in either case, (A) such Person has Guaranteed or (B) is secured by (or the holder of such Debt or the recipient of such dividends or other distributions has an existing right, whether contingent or otherwise, to be secured by) any Lien upon the property or other assets of such Person, even though such Person has not assumed or become liable for the payment of such Debt. For purposes of the foregoing: (a) the maximum fixed repurchase price of any Redeemable Capital Interests that do not have a fixed repurchase price shall be calculated in accordance with the terms of such Redeemable Capital Interests as if such Redeemable Capital Interests were repurchased on any date on which Debt shall be required to be determined pursuant to the Indenture; *provided*, *however*, that, if such Redeemable Capital Interests are not then permitted to be repurchased, the repurchase price shall be the book value of such Redeemable Capital Interests; (b) the amount outstanding at any time of any Debt issued with original issue discount is the principal amount of such Debt less the remaining unamortized portion of the original issue discount of such Debt at such time as determined in conformity with GAAP, but such Debt shall be deemed Incurred only as of the date of original issuance thereof; (c) the amount of any Debt described in clause (vii) is the net amount payable (after giving effect to permitted set off) if such Swap Contracts or Hedging Obligations are terminated at that time due to default of such Person; (d) the amount of any Debt described in clause (ix)(A) above shall be the maximum liability under any such Guarantee; (e) the amount of any Debt described in clause (ix)(B) above shall be the lesser of (I) the maximum amount of the obligations so secured and (II) the Fair Market Value of such property or other assets; and (f) interest, fees, premium, and expenses and additional payments, if any, will not constitute Debt.

Notwithstanding the foregoing, in connection with the purchase by the Company or any Restricted Subsidiary of any business, the term "Debt" will exclude (x) customary indemnification obligations and (y) post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment is otherwise contingent; *provided*, *however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and finally determined, the amount is paid within 60 days thereafter.

The amount of Debt of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above and the maximum liability, only upon the occurrence of the contingency giving rise to the obligations, of any contingent obligations at such date; *provided*, *however*, that in the case of Debt sold at a discount, the amount of such Debt at any time will be the accreted value thereof at such time.

"*Default*" means any event that is, or after notice or passage of time, or both, would be, an Event of Default.

"*Designated Non-cash Consideration*" means the Fair Market Value of non-cash consideration received by the Company or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officers' Certificate, setting forth the basis of such valuation, executed by the principal financial officer of the Company, less the amount of cash or Eligible Cash Equivalents received in connection with a subsequent sale of or collection on such Designated Non-cash Consideration.

"*Domestic Restricted Subsidiary*" means any Restricted Subsidiary that is formed or otherwise incorporated in the United States or a State thereof or the District of Columbia (other than a Restricted Subsidiary the parent or indirect parent of which is not formed or otherwise incorporated in the United States or a State thereof or the District of Columbia) or a Restricted Subsidiary that guarantees or otherwise provides direct credit support for any Debt of the Company.

"*Eligible Bank*" means a bank or trust company (i) that is organized and existing under the laws of the United States of America or Canada, or any state, territory, province or possession thereof, (ii) that, as of the time of the making or acquisition of an Investment in such bank or trust company, has combined capital and surplus in excess of $500 million and (iii) the senior Debt of which is rated at least "A-2" by Moody's or at least "A" by S&P.

"*Eligible Cash Equivalents*" means any of the following Investments: (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) maturing not more than one year after the date of acquisition; (ii) time deposits in and certificates of deposit of any Eligible Bank, *provided* that such Investments have a maturity date not more than two years after the date of acquisition and that the Average Life of all such Investments is one year or less from the respective dates of acquisition; (iii) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (i) above entered into with any Eligible Bank; (iv) direct obligations issued by any state of the United States or any political subdivision or public instrumentality thereof, *provided* that such Investments mature, or are subject to tender at the option of the holder thereof, within 365 days after the date of acquisition and, at the time of acquisition, have a rating of at least A from S&P's or A-2 from Moody's (or an equivalent rating by any other nationally recognized rating agency); (v) commercial paper of any Person other than an Affiliate of the Company and other than structured investment vehicles, *provided* that such Investments have one of the two highest ratings obtainable from either S&P's or Moody's and mature within 180 days after the date of acquisition; (vi) overnight and demand deposits in and bankers' acceptances of any Eligible Bank, (vii) demand deposits in any bank or trust company to the extent insured by the Federal Deposit Insurance Corporation against the Bank Insurance Fund, (viii) in the case of a Restricted Subsidiary that is not a subsidiary formed or otherwise incorporated in the United States or a State thereof or the District of Columbia, demand deposits and time deposits that (a) are denominated in the currency of a country that is a member of the Organization for Economic Cooperation and Development or the currency of the country in which such Restricted Subsidiary is organized or conducts business and (b) are consistent with the Company's investment policy as in effect from time to time, *provided* that, in the case of time deposits, such Investments have a maturity date not more than two years after the date of acquisition and that the Average Life of all such time deposits is one year or less from the respective dates of acquisition; (ix) money market funds substantially all of the assets of which comprise Investments of the types described in clauses (i) through (vii); and (x) instruments equivalent to those referred to in clauses (i) through (vii) above or funds equivalent to those referred to in clause (ix) above (in each case which may be held by the Company) denominated in U.S. Dollars, Pounds Sterling or Euros or any other comparable foreign currency and comparable in credit quality and tender to those referred to in such clauses and customarily used by corporations for cash management purposes in jurisdictions outside the United States to the extent reasonably required in connection with any business conducted by the Company or by any Restricted Subsidiary organized in such jurisdictions, all as determined in good faith by the Company.

"*Employee Loan*" means a loan, made in the ordinary course of business, from the Company to an employee (including independent contractors, limited partners or other Persons compensated by the Company or a Restricted Subsidiary in the ordinary course of business) consistent with past practices.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Fair Market Value*" means, with respect to the consideration received or paid in any transaction or series of transactions, the fair market value thereof as determined in good faith by the Company. In the case of a transaction between the Company or a Restricted Subsidiary, on the one hand, and a Receivable Subsidiary, on

the other hand, if the Board of Directors of the Company determines in its sole discretion that such determination is appropriate, a determination as to Fair Market Value may be made at the commencement of the transaction and be applicable to all dealings between the Receivable Subsidiary and the Company or such Restricted Subsidiary during the course of such transaction.

"*Foreign Subsidiary*" means, with respect to any Person, any Restricted Subsidiary of such Person that is not organized or existing under the laws of the United States, any state thereof or the District of Columbia and any Restricted Subsidiary of such Foreign Subsidiary.

"*Four Quarter Period*" has the meaning set forth in the definition of "Consolidated Fixed Charge Coverage Ratio."

"*GAAP*" means generally accepted accounting principles in the United States, consistently applied, as set forth in the Financial Accounting Standards Board ("*FASB*") Accounting Standards Codification and the rules and interpretations of the Commission under the authority of the federal securities laws, or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States, which are in effect as of the Issue Date irrespective of any subsequent change in such Accounting Standards Codification or other statements or any subsequent adoption of International Financial Reporting Standards.

"*Guarantee*" means, as applied to any Debt of another Person, (i) a guarantee (other than by endorsement of negotiable instruments for collection in the normal course of business), direct or indirect, in any manner, of any part or all of such Debt, (ii) any direct or indirect obligation, contingent or otherwise, of a Person guaranteeing or having the effect of guaranteeing the Debt of any other Person in any manner and (iii) an agreement of a Person, direct or indirect, contingent or otherwise, the practical effect of which is to assure in any way the payment (or payment of damages in the event of non-payment) of all or any part of such Debt of another Person (and "*Guaranteed*" and "*Guaranteeing*" shall have meanings that correspond to the foregoing).

"*Guarantor*" means any Person that executes a Note Guarantee in accordance with the provisions of the Indenture and their respective successors and assigns.

"*Hedging Obligations*" of any Person means the obligations of such Person pursuant to any interest rate agreement, currency agreement or commodity agreement, excluding commodity agreements relating to raw materials used in the ordinary course of the Company's business.

"*Holder* " means a Person in whose name a Note is registered in the security register. In connection with Notes issued in global book-entry form, DTC shall be treated for all purposes as the only registered holder of such Notes.

"*Incur*" means, with respect to any Debt or other obligation of any Person, to create, issue, incur (by conversion, exchange or otherwise), assume, Guarantee or otherwise become liable in respect of such Debt or other obligation or the recording, as required pursuant to GAAP or otherwise, of any such Debt or other obligation on the balance sheet of such Person; *provided*, *however*, that a change in GAAP or an interpretation thereunder that results in an obligation of such Person that exists at such time becoming Debt shall not be deemed an Incurrence of such Debt. Debt otherwise Incurred by a Person before it becomes a Subsidiary of the Company shall be deemed to be Incurred at the time at which such Person becomes a Subsidiary of the Company. "*Incurrence*," "*Incurred*," "*Incurrable*" and "*Incurring*" shall have meanings that correspond to the foregoing. A Guarantee by the Company or a Restricted Subsidiary of Debt Incurred by the Company or a Restricted Subsidiary, as applicable, shall not be a separate Incurrence of Debt. For the avoidance of doubt, Debt of a Restricted Subsidiary which is assumed by the Company or a Restricted Subsidiary shall not be deemed to be a separate Incurrence of Debt. In addition, the following shall not be deemed a separate Incurrence of Debt:

(1) amortization of debt discount or accretion of principal with respect to a non-interest bearing or other discount security;

(2) the payment of regularly scheduled interest in the form of additional Debt of the same instrument or the payment of regularly scheduled dividends on Capital Interests in the form of additional Capital Interests of the same class and with the same terms;

(3) the obligation to pay a premium in respect of Debt arising in connection with the issuance of a notice of redemption or making of a mandatory Change of Control Offer or Asset Sale Offer for such Debt; and

(4) unrealized losses or charges in respect of Hedging Obligations.

"*Integration Costs*" means, with respect to any acquisition, all costs relating to the acquisition and integration of the acquired business or operations into the Company, including labor costs, legal fees, consulting fees, travel costs and any other expenses relating to the integration process.

"*Investment*" by any Person means any direct or indirect loan, advance (or other extension of credit) or capital contribution to (by means of any transfer of cash or other property or assets to another Person or any other payments for property or services for the account or use of another Person) another Person, including, without limitation, the following: (i) the purchase or acquisition of any Capital Interest or other evidence of beneficial ownership in another Person; (ii) the purchase, acquisition or Guarantee of the Debt of another Person; and (iii) the purchase or acquisition of the business or assets of another Person substantially as an entirety but shall exclude: (a) accounts receivable and other extensions of trade credit in accordance with the Company's customary practices; (b) the acquisition of property and assets from suppliers and other vendors in the normal course of business; and (c) prepaid expenses and workers' compensation, utility, lease and similar deposits, in the normal course of business.

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or an equivalent rating by any other Rating Agency.

"*Investment Grade Securities*" means:

(1) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (other than Eligible Cash Equivalents);

(2) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Company and its Subsidiaries;

(3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment or distribution; and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

"*Issue Date*" means the date on which the Notes are originally issued.

"*Lien*" means, with respect to any property or other asset, any mortgage, deed of trust, deed to secure Debt, pledge, hypothecation, assignment, deposit arrangement, security interest, lien (statutory or otherwise), charge, easement, encumbrance, preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever on or with respect to such property or other asset (including, without limitation, any conditional sale or other title retention agreement having substantially the same economic effect as any of the foregoing).

"*Joint Venture*" means any joint venture entity, whether a company, unincorporated firm, association, partnership or any other entity which, in each case, is not a Subsidiary of the Company or any of its Restricted Subsidiaries but in which the Company or a Restricted Subsidiary has a direct or indirect equity or similar interest.

"*Moody's* " means Moody's Investors Service, Inc. and any successor to its rating agency business.

"*Net Proceeds*" means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale, including any cash received upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale, net of the direct costs relating to such Asset Sale and the sale or disposition of such Designated Non-cash Consideration, including legal, accounting and investment banking fees, and brokerage and sales commissions, any relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), amounts required to be applied to the repayment of principal, premium, if any, and interest on senior Debt required (other than required by clause (a) of the second paragraph of "Repurchase at the Option of Holders—Asset Sales") to be paid as a result of such transaction and any deduction of appropriate amounts to be provided by the Company or any of its Restricted Subsidiaries as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Company or any of its Restricted Subsidiaries after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

"*Non-Recourse Receivable Subsidiary Indebtedness*" has the meaning set forth in the definition of "Receivable Subsidiary."

"O*bligations*" means any principal, premium, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), penalties, fees, indemnifications, reimbursements (including reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Debt.

"*Officers' Certificate*" means a certificate signed by two officers of the Company or a Guarantor, as applicable, one of whom must be the principal executive officer, the principal financial officer or the principal accounting officer of the Company or such Guarantor, as applicable.

"Permitted Asset Swap" means the purchase and sale or exchange (within a 180-day period) of Related Business Assets or a combination of Related Business Assets and cash or Eligible Cash Equivalents between the Company or any of its Restricted Subsidiaries and another Person; *provided* that any cash or Eligible Cash Equivalents received must be applied in accordance with the covenant described under "Repurchase at the Option of Holders—Asset Sales."

"*Permitted Debt*" means:

(i) Debt Incurred pursuant to any Credit Facilities in an aggregate principal amount at any one time outstanding not to exceed an amount equal to the greater of (x) $325 million and (y) 3.5 *times* the aggregate amount of Consolidated Cash Flow Available for Fixed Charges for the Four Quarter Period immediately preceding the date of the Incurrence;

(ii) Debt under the Notes issued on the Issue Date and contribution, indemnification and reimbursement obligations (including without limitation those to the Trustee) owed by the Company or any Guarantor to any of the other of them in respect of amounts paid or payable on such Notes;

(iii) Guarantees of the Notes;

(iv) Debt of the Company or any Restricted Subsidiary outstanding on the Issue Date (other than clauses (i), (ii) or (iii) above);

(v) Debt owed to and held by the Company or a Restricted Subsidiary;

(vi) Guarantees Incurred by the Company of Debt of a Restricted Subsidiary otherwise permitted to be incurred under the Indenture;

(vii) Guarantees by any Restricted Subsidiary of Debt of the Company or any Restricted Subsidiary, including Guarantees by any Restricted Subsidiary of Debt under the Credit Agreement, *provided* that (a) such Debt is Permitted Debt or is otherwise Incurred in accordance with the "Limitation on Incurrence of Debt" covenant and (b) such Guarantees are subordinated to the Notes to the same extent as the Debt being guaranteed;

(viii) Debt incurred in respect of workers' compensation claims and self-insurance obligations, and, for the avoidance of doubt, indemnity, bid, performance, warranty, release, appeal, surety and similar bonds, letters of credit for operating purposes and completion guarantees provided or incurred (including Guarantees thereof) by the Company or a Restricted Subsidiary in the ordinary course of business;

(ix) Debt under Swap Contracts and Hedging Obligations (excluding Swap Contracts and Hedging Obligations entered into for speculative purposes);

(x) the Incurrence by a Restricted Subsidiary of the Company of Acquired Debt that was outstanding on the date that such Restricted Subsidiary was acquired, directly or indirectly, by the Company; *provided* that (a) such Restricted Subsidiary Incurred such Debt prior to the date that the Company directly or indirectly acquired such Restricted Subsidiary, (b) such Debt was not incurred in connection with, or in contemplation of, such acquisition, and (c) the Company's Consolidated Fixed Charge Coverage Ratio immediately following such acquisition and Incurrence would be not less than the Company's Consolidated Fixed Charge Coverage Ratio immediately prior to such acquisition and Incurrence;

(xi) Debt owed by the Company to any Restricted Subsidiary, *provided* that if for any reason such Debt ceases to be held by the Company or a Restricted Subsidiary, as applicable, such Debt shall cease to be Permitted Debt and shall be deemed Incurred as Debt of the Company for purposes of the Indenture;

(xii) Debt of the Company or any Restricted Subsidiary pursuant to Capital Lease Obligations and Purchase Money Debt, *provided* that the aggregate principal amount of such Debt outstanding at any time may not exceed $75 million in the aggregate;

(xiii) Debt arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, contribution, earnout, adjustment of purchase price or similar obligations, in each case, incurred or assumed in connection with the acquisition or disposition of any business, assets or Capital Interests of a Restricted Subsidiary otherwise permitted under the Indenture;

(xiv) the issuance by any of the Company's Restricted Subsidiaries to the Company or to any of its Restricted Subsidiaries of shares of Preferred Interests; *provided*, *however*, that:

(a) any subsequent issuance or transfer of Capital Interests that results in any such Preferred Interests being held by a Person other than the Company or a Restricted Subsidiary; and

(b) any sale or other transfer of any such Preferred Interests to a Person that is not either the Company or a Restricted Subsidiary;

shall be deemed, in each case, to constitute an issuance of such Preferred Interests by such Restricted Subsidiary that was not permitted by this clause (xiv);

(xv) Debt arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Debt is extinguished within five business days of Incurrence;

(xvi) Debt of the Company or any of the Guarantors evidenced by promissory notes that are subordinated in right of payment to the Notes or the Note Guarantees issued to former, current or future directors, officers, employees or consultants of the Company or any of its Guarantors (or their respective spouses) in lieu of cash payments for Capital Interests being repurchased from such Person;

(xvii) Debt of the Company or any Restricted Subsidiary not otherwise permitted pursuant to this definition, in an aggregate principal amount not to exceed $75 million at any time outstanding; and

(xviii) Refinancing Debt.

Notwithstanding anything herein to the contrary, Debt permitted under clauses (i), (ii), (xii) and (xvii) of this definition of "Permitted Debt" shall not constitute "Refinancing Debt" under clause (xviii) of this definition of "Permitted Debt."

"*Permitted Investments*" means:

(a) Investments in existence on the Issue Date;

(b) Investments required pursuant to any agreement or obligation of the Company or a Restricted Subsidiary, in effect on the Issue Date, to make such Investments;

(c) Investments in cash and Eligible Cash Equivalents;

(d) Investments in property and other assets, owned or used by the Company or any Restricted Subsidiary in the normal course of business;

(e) Investments by the Company or any of its Restricted Subsidiaries in the Company or any Restricted Subsidiary;

(f) Investments by the Company or any Restricted Subsidiary in a Person, if as a result of such Investment (A) such Person becomes a Restricted Subsidiary or (B) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated or wound-up into, the Company or a Restricted Subsidiary;

(g) Swap Contracts and Hedging Obligations;

(h) receivables owing to the Company or any of its subsidiaries and advances to suppliers, in each case if created, acquired or made in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;

(i) any Investments received in compromise or resolution of (a) obligations of trade creditors, suppliers or customers that were incurred in the ordinary course of business of the Company or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor, supplier or customer; or (b) litigation, arbitration or other disputes with Persons who are not Affiliates;

(j) Investments by the Company or any Restricted Subsidiary not otherwise permitted under this definition, in an aggregate amount not to exceed $50 million at any one time outstanding;

(k) loans or advances to employees of the Company or any Restricted Subsidiary made in the ordinary course of business evidenced by Employee Loans;

(l) Investments the payment for which consists solely of Capital Interests of the Company;

(m) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business and consistent with past practice;

(n) guarantees by the Company or any Restricted Subsidiary of Debt of the Company or a Restricted Subsidiary of Debt otherwise permitted by the covenant described under "—Certain Covenants—Limitation on Incurrence of Debt";

(o) Investments in the ordinary course of business consisting of the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(p) Investments in Joint Ventures;

(q) Investments in securities or other assets not constituting cash, Eligible Cash Equivalents or Investment Grade Securities and received in connection with an Asset Sale made pursuant to the provision described under "Repurchase at the Option of Holder—Asset Sales" or any other disposition of assets not constituting an Asset Sale; and

(r) repurchases of the Notes and related Note Guarantees.

"*Permitted Liens*" means:

(a) Liens existing on the Issue Date;

(b) Liens in favor of the Company or the Guarantors;

(c) Liens that secure Credit Facilities (including in respect of Treasury Management Agreements) incurred pursuant to clause (i) of the definition of "Permitted Debt" (and any related Hedging Obligations and Swap Contracts permitted under the agreement related thereto);

(d) any Lien for taxes, assessments or other governmental charges or levies not then due and payable (or which, if due and payable, are being contested in good faith and for which adequate reserves are being maintained, to the extent required by GAAP);

(e) any warehousemen's, materialmen's, landlord's or other similar Liens arising by law for sums not then due and payable (or which, if due and payable, are being contested in good faith and with respect to which adequate reserves are being maintained, to the extent required by GAAP);

(f) survey exceptions, encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telephone lines and other similar purposes, or zoning or other similar restrictions as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which do not individually or in the aggregate materially adversely affect the value of the Company or materially impair the operation of the business of such Person;

(g) pledges or deposits (i) in connection with workers' compensation, unemployment insurance and other types of statutory obligations or the requirements of any official body; (ii) to secure the performance of tenders, bids, surety or performance bonds, leases, purchase, construction, sales or servicing contracts (including utility contracts) and other similar obligations Incurred in the normal course of business consistent with industry practice; (iii) to obtain or secure obligations with respect to letters of credit, Guarantees, bonds or other sureties or assurances given in connection with the activities described in clauses (i) and (ii) above, in each case not Incurred or made in connection with the borrowing of money, the obtaining of advances or credit or the payment of the deferred purchase price of property or services or imposed by ERISA or the Code in connection with a "plan" (as defined in ERISA); or (iv) arising in connection with any attachment unless such Liens shall not be satisfied or discharged or stayed pending appeal within 60 days after the entry thereof or the expiration of any such stay;

(h) Liens (including Liens securing Acquired Debt) on property or assets of a Person existing at the time such Person is acquired or merged with or into or consolidated with the Company or a Restricted Subsidiary, or becomes a Restricted Subsidiary (and not created or Incurred in anticipation of such transaction), *provided* that such Liens are not extended to the property and assets of the Company and its Restricted Subsidiaries other than the property or assets acquired;

(i) Liens securing Debt of a Restricted Subsidiary owed to and held by the Company or a Restricted Subsidiary thereof;

(j) for the avoidance of doubt, other Liens (not securing Debt) incidental to the conduct of the business of the Company or any of its Restricted Subsidiaries, as the case may be, or the ownership of their assets which do not individually or in the aggregate materially adversely affect the value of the Company or materially impair the operation of the business of the Company or its Restricted Subsidiaries;

(k) Liens to secure any permitted extension, renewal, refinancing or refunding (or successive extensions, renewals, refinancings or refundings), in whole or in part, of any Debt secured by Liens referred to in clauses (a), (c), (h), (r), (x), (q), (bb) and (cc) hereof; *provided* that such Liens do not extend to any other property or assets and the principal amount of the obligations secured by such Liens is not increased;

(l) Liens in favor of customs or revenue authorities arising as a matter of law to secure payment of custom duties in connection with the importation of goods incurred in the ordinary course of business;

(m) licenses of intellectual property granted in the ordinary course of business;

(n) Liens to secure Capital Lease Obligations and Purchase Money Debt permitted to be incurred pursuant to clause (xi) of the definition of "Permitted Debt"; *provided* that such Liens do not extend to or cover any assets other than such assets acquired or constructed after the Issue Date with the proceeds of such Capital Lease Obligation or Purchase Money Debt;

(o) Liens in favor of the Company or any Guarantor;

(p) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligation in respect of banker's acceptances issued or created in the ordinary course of business for the account of such Person to facilitate the purchase, shipment, or storage of such inventory or other goods;

(q) Liens securing Debt Incurred to finance the construction, purchase or lease of, or repairs, improvements or additions to, property, plant or equipment of such Person; *provided*, *however*, that the Lien may not extend to any property owned by such Person or any of its Restricted Subsidiaries at the time the Lien is Incurred (other than assets and property affixed or appurtenant thereto and any proceeds thereof), and the Debt (other than any interest thereon) secured by the Lien may not be Incurred more than 180 days after the later of the acquisition, completion of construction, repair, improvement, addition or commencement of full operation of the property subject to the Lien;

(r) Liens on property or shares of Capital Interests of another Person at the time such other Person becomes a Subsidiary of such Person (including Liens that secure Debt of such Subsidiary); *provided*, *however*, that (i) the Liens may not extend to any other property owned by such Person or any of its Restricted Subsidiaries (other than assets and property affixed or appurtenant thereto) and (ii) such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a Restricted Subsidiary;

(s) Liens (i) that are contractual rights of set-off (A) relating to the establishment of depository relations with banks not given in connection with the issuance of Debt, (B) relating to pooled deposit or sweep accounts of the Company or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations and other cash management activities incurred in the ordinary course of business of the Company and or any of its Restricted Subsidiaries or (C) relating to purchase orders and other agreements entered into with customers of the Company or any of its Restricted Subsidiaries in the ordinary course of business and (ii) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (Y) encumbering reasonable customary initial deposits and margin deposits and attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business, and (Z) in favor of banking institutions arising as a matter of law or pursuant to customary account agreements encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(t) Liens securing judgments for the payment of money not constituting an Event of Default under clause (7) under the caption "Events of Default" so long as such Liens are adequately bonded and any appropriate legal proceedings that may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(u) leases, subleases, licenses or sublicenses granted to others in the ordinary course of business which do not materially interfere with the ordinary conduct of the business of the Company or any Restricted Subsidiaries and do not secure any Debt;

(v) any interest of title of an owner of equipment or inventory on loan or consignment to the Company or any of its Restricted Subsidiaries and Liens arising from Uniform Commercial Code financing statement filings regarding operating leases entered into by the Company or any Restricted Subsidiary in the ordinary course of business;

(w) deposits in the ordinary course of business to secure liability to insurance carriers;

(x) Liens securing the Notes and the Note Guarantees;

(y) Liens securing Hedging Obligations and Swap Contracts so long as any related Debt is permitted to be Incurred under the Indenture;

(z) options, put and call arrangements, rights of first refusal and similar rights relating to Investment in Joint Ventures, partnerships and the like permitted to be made under the Indenture;

(aa) Liens pursuant to the terms and conditions of any contracts between the Company or any Restricted Subsidiary and the U.S. government;

(bb) Liens on assets of the Company or any of its Restricted Subsidiaries securing Debt that, at the time of Incurrence, would not cause the Secured Debt Leverage Ratio of the Company to exceed 3.5 to 1.0;

(cc) Liens not otherwise permitted under the Indenture in an aggregate amount not to exceed $100 million.

"*Person*" means any individual, corporation, limited liability company, partnership, Joint Venture, trust, unincorporated organization or government or any agency or political subdivision thereof.

"*Preferred Interests*," as applied to the Capital Interests in any Person, means Capital Interests in such Person of any class or classes (however designated) that rank prior, as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation, dissolution or winding up of such Person, to shares of Common Interests in such Person.

"*Purchase Money Debt*" means Debt:

(i) Incurred to finance the purchase or construction (including additions and improvements thereto) of any assets (other than Capital Interests) of such Person or any Restricted Subsidiary; and

(ii) that is secured by a Lien on such assets where the lender's sole security is to the assets so purchased or constructed; and in either case that does not exceed 100% of the cost and to the extent the purchase or construction prices for such assets are or should be included in "addition to property, plant or equipment" in accordance with GAAP.

"*Qualified Capital Interests*" in any Person means a class of Capital Interests other than Redeemable Capital Interests.

"*Qualified Equity Offering*" means (i) an underwritten public equity offering of Qualified Capital Interests pursuant to an effective registration statement under the Securities Act yielding gross proceeds to either of the Company, or any direct or indirect parent company of the Company, of at least $25 million or (ii) a private equity offering of Qualified Capital Interests of the Company, or any direct or indirect parent company of the Company other than (x) any such public or private sale to an entity that is an Affiliate of the Company and (y) any public offerings registered on Form S-8; *provided* that, in the case of an offering or sale by a direct or indirect parent company of the Company, such parent company contributes to the capital of the Company the portion of the net cash proceeds of such offering or sale necessary to pay the aggregate Redemption Price (plus accrued interest to the redemption date) of the Notes to be redeemed pursuant to the provisions described under the third paragraph of "—Optional Redemption."

"*Rating Agency*" means (1) each of Moody's and S&P and (2) if Moody's or S&P ceases to rate the Notes for reasons outside of the Company's control, a "nationally recognized statistical rating organization" as defined in Section 3 of the Exchange Act selected by the Company or any parent of the Company as a replacement agency for Moody's or S&P, as the case may be.

"*Redeemable Capital Interests*" in any Person means any equity security of such Person that by its terms (or by terms of any security into which it is convertible or for which it is exchangeable), or otherwise (including the passage of time or the happening of an event), is required to be redeemed, is redeemable at the option of the holder thereof in whole or in part (including by operation of a sinking fund), or is convertible or exchangeable for Debt of such Person at the option of the holder thereof, in whole or in part, at any time prior to the Stated Maturity of the Notes; *provided* that only the portion of such equity security which is required to be redeemed, is so convertible or exchangeable or is so redeemable at the option of the holder thereof before such date will be deemed to be Redeemable Capital Interests. Notwithstanding the preceding sentence, any equity security that would constitute Redeemable Capital Interests solely because the holders of the equity security have the right to require the Company to repurchase such equity security upon the occurrence of a change of control or an asset sale will not constitute Redeemable Capital Interests if the terms of such equity security provide that the Company may not repurchase or redeem any such equity security pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "—Certain Covenants —Limitation on Restricted Payments." The amount of Redeemable Capital Interests deemed to be outstanding at any time for purposes of the Indenture will be the maximum amount that the Company and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Redeemable Capital Interests or portion thereof, exclusive of accrued dividends.

"*Redemption Price*," when used with respect to any Note to be redeemed, means the price at which it is to be redeemed pursuant to the Indenture.

"*Refinancing Debt*" means Debt that refunds, refinances, renews, replaces, extends or defeases any Debt permitted to be Incurred by the Company or any Restricted Subsidiary pursuant to the terms of the Indenture, whether involving the same or any other lender or creditor or group of lenders or creditors, but only to the extent that:

(i) such Refinancing Debt is subordinated to the Notes or any Note Guarantee thereof to at least the same extent as the Debt being refunded, refinanced, renewed, replaced, extended or defeased, if such Debt was subordinated to the Notes or any Note Guarantee thereof;

(ii) the Refinancing Debt is scheduled to mature either (a) no earlier than the Debt being refunded, refinanced or extended or (b) at least 91 days after the maturity date of the Notes;

(iii) the Refinancing Debt has an Average Life at the time such Refinancing Debt is Incurred that is equal to or greater than the Average Life of the Debt being refunded, refinanced, renewed, replaced or extended or defeased;

(iv) such Refinancing Debt is in an aggregate principal amount that is less than or equal to the sum of (a) the aggregate principal or accreted amount (in the case of any Debt issued with original issue discount, as such) then outstanding under the Debt being refunded, refinanced, renewed, replaced or extended, (b) the amount of accrued and unpaid interest, if any, and premiums owed, if any, not in excess of preexisting prepayment provisions on such Debt being refunded, refinanced, renewed, replaced or extended and (c) the amount of reasonable and customary fees, expenses and costs related to the Incurrence of such Refinancing Debt; and

(v) such Refinancing Debt is Incurred by the same Person (or its successor) that initially Incurred the Debt being refunded, refinanced, renewed, replaced, extended or defeased, except that the Company may Incur Refinancing Debt to refund, refinance, renew, replace, extend or defease Debt of any Restricted Subsidiary of the Company.

"Related Business Assets" means assets (other than cash or Eligible Cash Equivalents) used or useful in the business of the Company or any of its Restricted Subsidiaries; *provided* that any assets received by the Company or a Restricted Subsidiary in exchange for assets transferred by the Company or a Restricted Subsidiary will not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"*Restricted Payment*" is defined to mean any of the following:

(a) any dividend or other distribution declared and paid on the Capital Interests in the Company or on the Capital Interests in any Restricted Subsidiary of the Company that are held by, or declared and paid to, any Person other than the Company or a Restricted Subsidiary of the Company, other than

(i) dividends, distributions or payments made solely in Qualified Capital Interests in the Company, and

(ii) dividends or distributions payable to the Company or a Restricted Subsidiary of the Company or to other holders of Capital Interests of a Restricted Subsidiary on a *pro rata* basis);

(b) any payment made by the Company or any of its Restricted Subsidiaries to purchase, redeem, defease or otherwise acquire or retire any Capital Interests in the Company (including the conversion into, or exchange for, Debt, of any Capital Interests) other than any such Capital Interests owned by the Company or any Restricted Subsidiary (other than a payment made solely in Qualified Capital Interests in the Company);

(c) any payment made by the Company or any of its Restricted Subsidiaries (other than a payment made solely in Qualified Capital Interests in the Company) to redeem, repurchase, defease (including in substance or legal defeasance) or otherwise acquire or retire for value (including pursuant to mandatory repurchase covenants), prior to any scheduled maturity, scheduled sinking fund or mandatory redemption payment, Debt of the Company or any Guarantor that is subordinate in right of payment to the Notes or Note Guarantees (excluding any Debt owed to the Company or any Restricted Subsidiary); except payments of principal and interest in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case, within one year of the due date thereof;

(d) any Investment by the Company or a Restricted Subsidiary in any Person, other than a Permitted Investment; and

(e) any designation of a Restricted Subsidiary as an Unrestricted Subsidiary.

"*Restricted Subsidiary*" means any Subsidiary (including any Foreign Subsidiary) that has not been designated as an "Unrestricted Subsidiary" in accordance with the Indenture.

"*Sale and Leaseback Transaction*" means any direct or indirect arrangement pursuant to which property is sold or transferred by the Company or a Restricted Subsidiary and is thereafter leased back as a capital lease by the Company or a Restricted Subsidiary.

"*Secured Debt*" means any Debt secured by a Lien permitted to be Incurred under the Indenture.

"*Secured Debt Leverage Ratio*" means, with respect to any Person, the ratio of the aggregate amount of all Secured Debt of such Person and its Restricted Subsidiaries at the end of the most recent fiscal period for which financial information in respect thereof is available immediately preceding the date of the transaction giving rise for the need to calculate Secured Debt Leverage Ratio to the aggregate amount of Consolidated Cash Flow for Fixed Charges of such Person for the Four Quarter Period preceding the transaction date.

"*Senior Subordinated Convertible Notes*" means the 3 3/4% Senior Subordinated Convertible Notes due 2012 of the Company.

"*Significant Subsidiary*" has the meaning set forth in Rule 1-02 of Regulation S-X promulgated under the Securities Act, but shall not include any Unrestricted Subsidiary.

"*Similar Business*" means any business conducted or proposed to be conducted by the Company and its Restricted Subsidiaries on the Issue Date or any business that is similar, reasonably related, incidental or ancillary thereto.

"*S&P*" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., and any successor to its rating agency business.

"*Standard Securitization Undertakings*" means representations, warranties, covenants and indemnities entered into by the Company or any Restricted Subsidiary which are reasonably customary in an accounts receivable securitization transaction as determined in good faith by the Company, including Guarantees by the Company or any Restricted Subsidiary of any of the foregoing obligations of the Company or a Restricted Subsidiary.

"*Stated Maturity*," when used with respect to (i) any Note or any installment of interest thereon, means the date specified in such Note as the fixed date on which the principal amount of such Note or such installment of interest is due and payable and (ii) any other Debt or any installment of interest thereon, means the date specified in the instrument governing such Debt as the fixed date on which the principal of such Debt or such installment of interest is due and payable.

"*Stock Repurchase Program*" means the two-year stock repurchase program, as in effect on the Issue Date, to repurchase of up to $500 million of outstanding shares of Company's Capital Stock.

"*Subsidiary*" means, with respect to any Person, any corporation, limited or general partnership, trust, association or other business entity of which an aggregate of at least a majority of the outstanding Capital Interests therein is, at the time, directly or indirectly, owned by such Person and/or one or more Subsidiaries of such Person.

"*Swap Contract*" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing, whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "*Master Agreement*"), including any such obligations or liabilities under any Master Agreement.

"*Total Assets*" means, with respect to any Person, the total assets of such Person and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Company or such other Person as may be expressly stated (excluding settlement assets, as shown on such balance sheet).

"*Transactions*" means (i) the offering of the Notes, (ii) the tendering for, delivery of a notice of redemption with respect to, and purchasing, redeeming or otherwise acquiring the 2013 Notes and consent solicitation, (iii) the entering into of the new Credit Agreement, (iv) the termination of the Company's existing senior secured credit facility and (iii) the payment of all fees and expenses related thereto, and the transactions related thereto.

"*Treasury Management Agreements*" means any and all agreements governing the provision of treasury or cash management services, including, deposit accounts, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services and other agreements related to treasury or cash management services.

"*Treasury Rate*" means with respect to the Notes, as of the applicable redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to such redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such redemption date to October 1, 2015; *provided*, *however*, that if the period from such redemption date to October 1, 2015 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Unrestricted Subsidiary*" means:

(1) any Subsidiary designated as such by an Officers' Certificate as set forth below where neither the Company nor any of its Restricted Subsidiaries (i) provides credit support for, or Guarantee of, any Debt of such Subsidiary or any Subsidiary of such Subsidiary (including any undertaking, agreement or instrument evidencing such Debt, but excluding, in the case of a Receivables Subsidiary, any Standard Securitization Undertakings) or (ii) is directly or indirectly liable for any Debt of such Subsidiary or any Subsidiary of such Subsidiary (except, in the case of a Receivables Subsidiary, any Standard Securitization Undertakings); and

(2) any Subsidiary of an Unrestricted Subsidiary.

"*Voting Interests*" means, with respect to any Person, securities of any class or classes of Capital Interests in such Person, taking into account the voting power of such securities, entitling the holders thereof generally to vote on the election of members of the Board of Directors or comparable body of such Person.

CERTAIN U.S. FEDERAL TAX CONSIDERATIONS

The following summary discusses certain material U.S. federal income tax consequences of the exchange of old notes for exchange notes and the ownership and disposition of exchange notes issued pursuant to this exchange offer. This discussion is based on current provisions of the Internal Revenue Code of 1986, as amended, or the Code, Treasury regulations promulgated thereunder, judicial opinions, published positions of the U.S. Internal Revenue Service, or the IRS, and other applicable authorities. Those authorities are subject to change, possibly with retroactive effect, and such changes may result in U.S. federal income tax consequences different from those discussed below.

This discussion is applicable only to holders who purchased old notes at their original issue price and have held the old notes, and will hold the exchange notes, as capital assets for U.S. federal income tax purposes (generally, as an investment) and not as part of a straddle, a hedge, a conversion transaction or other integrated investment. This discussion does not address all aspects of U.S. federal income taxation that may be important to a particular holder in light of that holder's individual circumstances, nor does it address any aspects of U.S. federal estate and gift, U.S. federal alternative minimum, state, local, or non-U.S. taxes. This discussion may not apply, in whole or in part, to particular holders who are subject to special treatment under U.S. federal income tax laws (such as banks, insurance companies, tax-exempt organizations, financial institutions, regulated investment companies, brokers or dealers in securities or currencies, pension funds, real estate investment trusts, traders in securities that elect to use a mark to market method of accounting for their securities holdings, "controlled foreign corporations," "passive foreign investment companies," partners in partnerships or owners of interests in entities treated as partnerships under U.S. federal income tax laws or such entities, U.S. holders (as defined below) whose "functional currency" is not the U.S. dollar, or certain U.S. expatriates).

As used in this discussion, the term "U.S. holder" means a beneficial owner of notes that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (including any entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, a U.S. state, or any political subdivision of the United States;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or,
- a trust, if a U.S. court is able to exercise primary supervision over the administration of the trust and one or more "United States persons," as defined in Section 7701(a)(30) of the Code, have the authority to control all substantial decisions of the trust, or if it has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person.

A "non-U.S. holder" is a beneficial owner of notes that is neither a U.S. holder nor a partnership for U.S. federal income tax purposes.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds notes, the U.S. federal income tax treatment of partners in the partnership generally will depend on the status of the partner and the activities of the partnership. Prospective investors that are partners in partnerships (or entities treated as partnerships for U.S. federal income tax purposes) should consult their own tax advisers regarding the U.S. federal income tax consequences to them of the exchange and the ownership and disposition of exchange notes.

Prospective investors are urged to consult their own tax advisers regarding the U.S. federal, state and local and non-U.S. tax consequences of the exchange and the ownership and disposition of exchange notes. We have not sought and will not seek any rulings from the IRS, with respect to any matter discussed herein. The IRS may not agree with the statements made and conclusions reached in the discussion and may successfully assert a contrary position.

THIS DISCUSSION IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE VIEWED AS TAX ADVICE. IF YOU ARE CONSIDERING THE EXCHANGE OF NOTES, YOU SHOULD CONSULT YOUR OWN TAX ADVISERS CONCERNING THE U.S. FEDERAL TAX CONSEQUENCES TO YOU IN LIGHT OF YOUR OWN PARTICULAR CIRCUMSTANCES, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER THE LAWS OF ANY OTHER TAXING JURISDICTION, THE EFFECT OF ANY CHANGES IN APPLICABLE TAX LAW, AND YOUR ENTITLEMENT TO BENEFITS UNDER AN APPLICABLE INCOME TAX TREATY.

U.S. Federal Income Taxation of U.S. Holders

Exchange of Old Notes for Exchange Notes. The exchange of old notes for exchange notes pursuant to the exchange offer will not constitute a taxable exchange for U.S. federal income tax purposes. Consequently, a U.S. holder will not recognize a taxable gain or loss as a result of exchanging such holder's old notes, and a U.S. holder will be required to continue to include interest on the exchange note in taxable income in the manner and to the extent described herein. The holding period for the exchange notes will include the holding period of the old notes exchanged therefor, and the initial tax basis of the exchange notes will be the same as the adjusted tax basis of the old notes exchanged therefor immediately before the exchange. The following discussion of the "notes" refers to the exchange notes, unless otherwise indicated.

Stated Interest. A U.S. holder must include in gross income, as ordinary interest income, "qualified stated interest," which equals the stated interest on the notes at the time such interest accrues or is received, in accordance with the U.S. holder's regular method of accounting for U.S. federal income tax purposes.

Effect of Certain Contingencies. In certain circumstances, such as an optional redemption or change of control (as described in "—The Exchange Notes—Optional Redemption" and "—The Exchange Notes—Change of Control") or, with respect to the old notes, in the event of a failure to satisfy obligations under the registration rights agreement, we may be, or could have been, obligated to pay amounts in excess of principal plus accrued and unpaid interest on the old notes or exchange notes or we may be required to pay additional interest. It is possible that the IRS could assert that such additional or excess amounts are "contingent payments" and that, as a result, the notes are properly treated as contingent payment debt instruments for U.S. federal income tax purposes. Characterization of the notes as contingent payment debt instruments could alter the federal income tax consequences discussed herein, including changing the timing, amount, and the character of income recognized by a U.S. holder. However, the relevant Treasury regulations state that, for purposes of determining whether a debt instrument is a contingent payment debt instrument, contingencies which are either remote or incidental as of the issue date are ignored. We believe that, as of the issue date, the likelihood of our paying amounts in excess of principal plus accrued and unpaid interest on the old notes and the exchange notes, or of paying additional interest that is more than incidental in amount, was and is remote. Accordingly, we do not intend to treat the notes as contingent payment debt instruments, and this discussion assumes that the notes will not be treated as contingent payment debt instruments for U.S. federal income tax purposes. Our determination that these contingencies are remote and/or incidental is binding on a U.S. holder unless such holder discloses its contrary position in the manner required by applicable Treasury regulations. Our determination is not binding on the IRS, however, and if the IRS were to successfully challenge this determination, a U.S. holder might be required to accrue income on the notes in excess of stated interest and original issue discount, if any, and to treat as ordinary income rather than capital gain any income realized on the taxable disposition of a note before the resolution of the contingencies that could give rise to payments in excess of principal plus accrued and unpaid interest. In addition, in the event contingent payments were to occur, characterization of the notes as contingent payment debt instruments would also affect the amount, character, and timing of the income recognized by a U.S. holder. Potential investors are urged to consult their own tax advisers regarding the potential treatment of the notes as contingent payment debt instruments.

Sale, Retirement, Redemption or Other Taxable Disposition. Upon the sale, retirement, redemption or other taxable disposition of a note, a U.S. holder generally will recognize taxable gain or loss equal to the difference

between (i) the sum of the cash plus the fair market value of any property received on the sale, retirement, redemption or other taxable disposition (other than amounts attributed to accrued but unpaid interest) and (ii) the U.S. holder's adjusted tax basis in the note. A U.S. holder's adjusted tax basis in a note generally will equal the amount paid for the note. Gain or loss recognized on the sale, retirement, redemption or other taxable disposition of a note generally will be capital gain or loss and will be long-term capital gain or loss if, at the time of sale, retirement, redemption or other taxable disposition, the note has been held for more than one year. Certain non-corporate U.S. holders (including individuals) are eligible for preferential rates of U.S. federal income tax in respect of long-term capital gain, which rates are scheduled to increase on January 1, 2013. Beginning after December 31, 2012, certain U.S. holders who are individuals, estates or trusts will be subject to a newly-enacted additional 3.8% Medicare contribution tax on capital gains from the sale or other taxable disposition of the notes. The deductibility of capital losses by U.S. holders is subject to limitations under the Code.

U.S. Federal Income Taxation of Non-U.S. Holders

Exchange of Old Notes for Exchange Notes. As described above in "U.S. Federal Income Taxation of U.S. Holders—Exchange of Old Notes for Exchange Notes," the exchange of old notes for exchange notes will not constitute a taxable exchange.

Interest. Payments of interest on a note to a non-U.S. holder generally will not be subject to U.S. federal income or withholding tax, provided that (i) the interest is not effectively connected with the non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable tax treaty, is not attributable to a permanent establishment maintained by the non-U.S. holder in the United States); (ii) the non-U.S. holder does not own, directly, indirectly or constructively, 10% or more of the total combined voting power of all classes of our stock entitled to vote; and (iii) certain certification requirements (as described below) are met.

Under the Code and the Treasury regulations thereunder, in order to obtain the exemption from U.S. federal withholding tax discussed above, a non-U.S. holder must either (i) certify on a properly executed IRS Form W-8BEN that such non-U.S. holder is not a United States person, or (ii) if the notes are held through certain foreign intermediaries or certain foreign partnerships, satisfy the certification requirements under the applicable Treasury regulations.

Payments of interest on a note that do not satisfy all of the foregoing requirements generally will be subject to U.S. federal withholding tax at a rate of 30% (or a lower applicable treaty rate, provided certain certification requirements are met). A non-U.S. holder generally will be subject to U.S. federal income tax in the same manner as a U.S. holder, however, with respect to interest on a note if such interest is effectively connected with the non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable tax treaty, is attributable to a permanent establishment maintained by the non-U.S. holder in the United States). Under certain circumstances, interest that is effectively connected with a corporate non-U.S. holder's conduct of a trade or business within the United States may be subject to an additional "branch profits tax" at a 30% rate (or a lower applicable treaty rate, provided certain certification requirements are met). Such effectively connected interest income generally will be exempt from U.S. federal withholding tax if a non-U.S. holder delivers a properly executed IRS Form W-8ECI to the payor.

Non-U.S. holders should consult applicable income tax treaties, which may provide reduced rates of or an exemption from U.S. federal income or withholding tax and branch profits tax. Non-U.S. holders will be required to satisfy certification requirements in order to claim a reduction of or exemption from withholding tax pursuant to any applicable income tax treaties. A non-U.S. holder may meet these requirements by providing a properly completed IRS Form W-8BEN or appropriate substitute to us or our agent.

Sale, Retirement, Redemption or Other Taxable Disposition. A non-U.S. holder generally will not be subject to U.S. federal income or withholding tax on any gain recognized on the sale, retirement, redemption or other taxable disposition of the notes unless:

- that gain is effectively connected with the non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment); or
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met.

Gain realized by a non-U.S. holder described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the graduated rates generally applicable to United States persons (but not the additional 3.8% Medicare contribution tax described above). In addition, if such non-U.S. holder is a corporation for U.S. federal income tax purposes, it may also be subject to a branch profits tax at the rate of 30% (or a lower rate if provided by an applicable tax treaty). Gain realized by a non-U.S. holder described in the second bullet point above will generally be subject to tax at a gross rate of 30% to the extent of the excess of all of such holder's U.S. source gains during the tax year over any U.S. source losses during such tax year, except as otherwise required by an applicable tax treaty.

To the extent that the amount realized on any sale, retirement, redemption or other taxable disposition of the notes is attributable to accrued but unpaid interest, such amount will be taxable as such, as described under the heading "—Interest" above.

Information Reporting and Backup Withholding

Prospective holders should consult their own tax advisers concerning the application of information reporting and backup withholding rules.

U.S. Holders. Generally, information reporting will apply to payments of interest on the notes to a U.S. holder and to the proceeds of sale or other disposition of the notes (including a redemption or retirement), unless the U.S. holder is an exempt recipient (including, among others, certain tax-exempt organizations and, only until December 31, 2011, corporations). Backup withholding may apply to such payments (currently at a rate of 28% for taxable years beginning before January 1, 2013) if a U.S. holder fails to provide a correct taxpayer identification number or a certification of exempt status or fails to report in full dividend and interest income. Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules generally will be allowed as a refund or credit against a U.S. holder's U.S. federal income tax liability, provided that the required information is timely furnished to the IRS.

Non-U.S. Holders. Generally, we or an intermediary must report annually to any non-U.S. holder and the IRS the amount of any payments of interest to such holder, the holder's name and address, and the amount, if any, of tax withheld. Copies of the information returns reporting those interest payments and amounts withheld also may be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of any applicable income tax treaty or exchange of information agreement.

In addition to information reporting requirements, interest paid to a non-U.S. holder may be subject to U.S. backup withholding. A non-U.S. holder generally will be exempt from this backup withholding, however, if such holder properly provides an IRS Form W-8BEN certifying that such holder is a non-United States person or otherwise establishes an exemption and we or the applicable intermediary has no knowledge or have reason to know that the holder is a United States person.

The gross proceeds from the disposition of the notes may be subject to information reporting and backup withholding. If a non-U.S. holder sells the notes outside the United States through a non-U.S. office of a

non-U.S. broker and the sales proceeds are paid to such holder outside the United States, then the U.S. backup withholding and information reporting requirements generally will not apply to that payment. However, U.S. information reporting, but not backup withholding, generally will apply to a payment of sales proceeds, even if that payment is made outside the United States, if the non-U.S. holder sells the notes through a non-U.S. office of a broker that:

- is a United States person;
- is not a United States person but derives 50% or more of its gross income in specific periods from the conduct of a trade or business in the United States;
- is a "controlled foreign corporation" for U.S. federal tax purposes;
- is a foreign entity treated as a partnership under U.S. federal income tax laws, if at any time during its tax year one or more of its owners are United States persons who in the aggregate hold more than 50% of the income or capital interests in such entity, or the foreign entity is engaged in a trade or business within the United States; or
- is a United States branch of a foreign bank or insurance company,

unless the broker has documentary evidence in its files that the holder is not a United States person and certain other conditions are met, or the holder otherwise establishes an exemption and the broker has neither actual knowledge nor a reason to know that the beneficial owner is not entitled to an exemption.

If a non-U.S. holder receives payments of the proceeds of a sale of the notes to or through a U.S. office of a broker, the payment will be subject to both U.S. backup withholding and information reporting unless such holder properly provides an IRS Form W-8BEN certifying that such holder is not a United States person or otherwise establishes an exemption, and we or the applicable intermediary has neither actual knowledge nor a reason to know that such holder is a United States person.

U.S. backup withholding is not an additional tax. A non-U.S. holder generally may obtain a refund of any amounts withheld under the backup withholding rules that exceed such holder's U.S. federal income tax liability by timely filing a properly completed claim for refund with the IRS.

PLAN OF DISTRIBUTION

Each broker-dealer that receives new notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such new notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of new notes received in exchange for old notes where such old notes were acquired as a result of market-making activities or other trading activities.

We will not receive any proceeds from any sale of new notes by broker-dealers. New notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the new notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any new notes. Any broker-dealer that resells new notes that were received by it for its own account pursuant to this exchange offer and any broker or dealer that participates in a distribution of such new notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of new notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

Until the earlier of 180 days after the date the registration statement becomes effective and the date on which a broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. Pursuant to the registration rights agreement, we have agreed to pay all expenses incident to this exchange offer (including the expenses of one counsel for the holders of the notes) and will indemnify the holders of the notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the exchange notes and the subsidiary guarantees are being passed upon for us by Jones Day. Certain legal matters with respect to Maryland law are being passed upon for us by Eric B. Miller, our Executive Vice President, General Counsel and Chief Ethics Officer. Certain legal matters with respect to Washington law are being passed upon for us by DLA Piper.

EXPERTS

The consolidated financial statements and financial statement schedule as of December 31, 2010 and 2009, and for each of the years in the three-year period ended December 31, 2010, and the effectiveness of internal control over financial reporting as of December 31, 2010, have been incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

$400,000,000

6 3/4% Senior Notes due 2020

PROSPECTUS

, 2011

PART II

Information Not Required in Prospectus

Item 20. Indemnification of Directors and Officers.

Maryland Corporations

Maryland General Corporation Law indemnification provisions applicable to FTI Consulting, Inc.

Section 2-418 of the Maryland General Corporation Law, or MGCL, establishes provisions whereby a Maryland corporation may indemnify any director or officer made a party to an action or proceeding by reason of service in that capacity, against judgments, penalties, fines, settlements and reasonable expenses incurred in connection with such action or proceeding unless it is proved that the director or officer (i) acted in bad faith or with active and deliberate dishonesty, (ii) actually received an improper personal benefit in money, property or services or (iii) in the case of a criminal proceeding, had reasonable cause to believe that his act was unlawful. However, if the proceeding is a derivative suit in favor of the corporation, indemnification may not be made if the individual is adjudged to be liable to the corporation. In no case may indemnification be made until a determination has been reached that the director or officer has met the applicable standard of conduct. Indemnification for reasonable expenses is mandatory if the director or officer has been successful on the merits or otherwise in the defense of any action or proceeding covered by the indemnification statute. The statute also provides for indemnification of directors and officers by court order. The indemnification provided or authorized in the indemnification statute does not preclude a corporation from extending other rights (indemnification or otherwise) to directors and officers.

FTI Consulting, Inc.

The Articles of Amendment and Restatement of FTI Consulting, Inc. provide that the corporation shall indemnify (i) its directors and officers, whether serving the corporation or at its request any other entity, to the full extent required or permitted by the general laws of the State of Maryland, including the advance of expenses under the procedures and to the full extent permitted by law, and (ii) its other employees and agents to such extent as shall be authorized by the board of directors or in the corporation's Bylaws and be permitted by law.

The By-Laws of FTI Consulting, Inc. provide that the corporation shall indemnify and advance expenses to a director or officer of the corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Section 2-418 of the MGCL. With respect to an employee or agent, other than a director or officer of the corporation, the corporation may, as determined by and in the discretion of the board of directors of the corporation, indemnify and advance expenses to such employees or agents in connection with a proceeding to the extent permitted by and in accordance with Section 2-418 of the MGCL.

Maryland Limited Liability Companies

Maryland Limited Liability Company Act indemnification provisions applicable to Compass Lexecon LLC, FTI, LLC, FTI Consulting LLC, FTI General Partner LLC, FTI Hosting LLC, FTI International LLC, FTI Investigations, LLC, FTI SMG LLC, FTI Technology LLC and FTI US LLC.

Section 4A-203 of the Maryland Limited Liability Company Act permits a Maryland limited liability company to indemnify and hold harmless any member, agent, or employee from and against any and all claims and demands, except in the case of action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness, and subject to the standards and restrictions, if any, set forth in the articles of organization or operating agreement.

Compass Lexecon LLC and FTI, LLC

The Articles of Organization of each of Compass Lexecon LLC and FTI, LLC contains no provisions concerning the indemnification of directors and officers.

The Operating Agreement of each of Compass Lexecon LLC and FTI, LLC provides that the company shall indemnify (i) its managers and officers to the fullest extent permitted or authorized by the laws of the State of Maryland, including (without limitation) the advance of expenses under the procedures and to the full extent permitted by law, and (ii) its other employees and agents to such extent as shall be authorized by the board of managers and is permitted by law. In addition, to the fullest extent permitted by Maryland statutory or decisional law, as amended or interpreted, no manager or officer of the company shall be personally liable to the company or any members for money damages.

FTI Consulting LLC, FTI General Partner LLC, FTI Hosting LLC, FTI International LLC, FTI Investigations, LLC, FTI SMG LLC and FTI Technology LLC

The Articles of Organization of each of FTI Consulting LLC, FTI General Partner LLC, FTI Hosting LLC, FTI International LLC, FTI Investigations, LLC, FTI SMG LLC and FTI Technology LLC contains no provisions concerning the indemnification of directors and officers.

The Operating Agreement of each of FTI Consulting LLC, FTI General Partner LLC, FTI Hosting LLC, FTI International LLC, FTI Investigations, LLC, FTI SMG LLC and FTI Technology LLC provides that the company shall pay all judgments and valid claims asserted by anyone against it, and shall indemnify and save harmless, to the fullest extent permitted by applicable law, the member (and the member's affiliates, officers, directors, partners, members, shareholders, employees and agents), the managers and the officers, from any liability, loss or damage to a claimant incurred by the indemnified person by reason of any act performed or omitted to be performed by the indemnified person in connection with the business of the company, and from liabilities or obligations of the company imposed on such indemnified person by virtue of such person's position with the company, including, without limitation, all attorney's fees and costs and any amounts expended or incurred by such person in connection with the defense or the settlement of any such action based on any such act or omission, including all such liabilities under the Securities Act of 1933, as amended. The company may also provide such indemnity to its employees and agents. Expenses including attorney's fees incurred by the member, a manager or an officer in defending a civil or criminal action, suit or proceeding shall be paid by the company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such member, manager or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the company as authorized by law or pursuant to the operating agreement. Such expenses incurred by former managers and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the company deems appropriate. In addition, the Company shall have the power to purchase and maintain insurance in reasonable amounts on behalf of each of the member, the managers, the officers and employees and agents of the company against any liability incurred by them in their capacities as such, whether or not the company has the power to indemnify them against such liability.

Delaware Corporations

The Delaware General Corporation Law indemnification provisions applicable to FD MWA Holdings, Inc.

Pursuant to Section 145(a) of the Delaware General Corporation Law, or DGCL, Delaware corporations may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, agent or employee of a Delaware corporation or is or was serving at a Delaware corporation's request as a director, officer, agent, or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgment fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding.

Pursuant to Section 145(b) of the DGCL, the power to indemnify also applies to actions brought by or in the right of each Delaware corporation, but only to the extent of defense expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit. Pursuant to Section 145(b), no Delaware corporation shall indemnify any person in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to it unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstance of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The power to indemnify under Sections 145(a) and (b) of the DGCL applies (i) if such person is successful on the merits or otherwise in defense of any action, suit or proceeding, or (ii) if such person acted in good faith and in a manner he reasonably believed to be in the best interest, or not opposed to the best interest, of the Delaware corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was lawful.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time, may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

FD MWA Holdings, Inc.

The Certificate of Incorporation of FD MWA Holdings, Inc. provides that a director of the corporation shall not be personally liable to the corporation or the stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit.

The By-laws of FD MWA Holdings, Inc. provide that each person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, including without limitation proceedings by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that he or she or a person for whom he or she is the legal representative is or was a director or officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director or officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the DGCL against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith. Such right shall be a contract right and shall include the right to be paid by the corporation for expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified. In addition, the corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

District of Columbia Corporations

The District of Columbia Business Corporation Act indemnification provisions applicable to Competition Policy Associates, Inc.

Section 29-304 of the District of Columbia Business Corporation Act, or DCBCA, provides that a corporation organized under the laws of the District of Columbia has the right to indemnify any and all directors or officers or former directors or officers or any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding in which they, or any of them, are made parties, or a party, by reason of being or having been directors or officers or a director or officer of the corporation or of such other corporation, except in relation to matters as to which any such director or officer or former director or person shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty.

Competition Policy Associates, Inc.

The Articles of Incorporation of Competition Policy Associates, Inc. contains no provisions concerning the indemnification of directors and officers.

The By-Laws of Competition Policy Associates, Inc. provide that the corporation shall indemnify each person who may be indemnified pursuant to Section 29-304(16) of the DCBCA, to the full extent permitted thereby. In each and every case where the corporation may do so pursuant to such section, the corporation is obligated to so indemnify the indemnitees, and in each case, if any, where the corporation must make certain investigations on a case-by-case basis prior to indemnification, the corporation is obligated to pursue such investigations diligently, it being the specific intent of the Bylaws to obligate the corporation to indemnify each person whom it may indemnify to the fullest extent permitted by law. To the extent not prohibited by the DCBCA, the officers and directors of the corporation shall not be liable to the corporation for any mistake or misjudgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

New York Corporations

The New York Business Corporation Law indemnification provisions applicable to FD U.S. Communications, Inc.

Section 721 of the New York Business Corporation Law, or NYBCL, provides that, in addition to indemnification provided in Article 7 of the NYBCL, a corporation may indemnify a director or officer by a provision contained in the certificate of incorporation or bylaws or by a duly authorized resolution of its shareowners or directors or by agreement, provided that no indemnification may be made to or on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and material to the cause of action, or that such director or officer personally gained in fact a financial profit or other advantage to which he was not legally entitled.

Section 722(a) of the NYBCL provides that a corporation may indemnify a director or officer made, or threatened to be made, a party to any action other than a derivative action, whether civil or criminal, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action or proceeding or any appeal therein, if such director or officer acted in good faith, for a purpose which he reasonably believed to be in, or not opposed to, the best interests of the corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

Section 722(c) of the NYBCL provides that a corporation may indemnify a director or officer, made or threatened to be made a party in a derivative action, against amounts paid in settlement and reasonable expenses,

including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action or in connection with an appeal therein if such director or officer acted in good faith, for a purpose which he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification will be available under Section 722(c) of the NYBCL in respect of a threatened or pending action which is settled or otherwise disposed of, or any claim as to which such director or officer shall have been adjudged liable to the corporation, unless and only to the extent that the court in which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines, upon application, that, in view of all the circumstances of the case, the director or officer is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

Section 723 of the NYBCL specifies the manner in which payment of indemnification under Section 722 of the NYBCL or indemnification permitted under Section 721 of the NYBCL may be authorized by the corporation. It provides that indemnification may be authorized by the corporation. It provides that indemnification by a corporation is mandatory in any case in which the director or officer has been successful, whether on the merits or otherwise, in defending an action. In the event that the director or officer has not been successful or the action is settled, indemnification must be authorized by the appropriate corporate action as set forth in Section 723.

Section 724 of the NYBCL provides that, upon application by a director or officer, indemnification may be awarded by a court to the extent authorized. Section 722 and Section 723 of the NYBCL contain certain other miscellaneous provisions affecting the indemnification of directors and officers.

Section 726 of the NYBCL authorizes the purchase and maintenance of insurance to indemnify (1) a corporation for any obligation which it incurs as a result of the indemnification of directors and officers under the provisions of Article 7 of the NYBCL, (2) directors and officers in instances in which they may be indemnified by the corporation under the provisions of Article 7 of the NYBCL, and (3) directors and officers in instances in which they may not otherwise be indemnified by the corporation under the provisions of Article 7 of the NYBCL, provided the contract of insurance covering such directors and officers provides, in a manner acceptable to the New York State Superintendent of Insurance, for a retention amount and for co-insurance.

FD U.S. Communications, Inc.

The Certificate of Incorporation of FD U.S. Communications, Inc. contains no provisions concerning the indemnification of directors and officers.

The By-laws of FD U.S. Communications, Inc. provide that each person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, including without limitation proceedings by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that he or she or a person for whom he or she is the legal representative is or was a director or officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director or officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the NYBCL against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith. Such right shall be a contract right and shall include the right to be paid by the corporation for expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery

to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this section or otherwise. In addition, the corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the NYBCL.

Washington Corporations

The Washington Business Corporation Act indemnification provisions applicable to Attenex Corporation.

Section 23B.08.510 of the Washington Business Corporation Act, or WBCA, authorizes Washington corporations to indemnify their officers and directors under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director. Section 23B.08.560 of the WBCA authorizes a corporation by provision in its articles of incorporation to agree to indemnify a director and obligate itself to advance or reimburse expenses without regard to the provisions of Sections 23B.08.510 through .550; provided, however, that no such indemnity shall be made for or on account of any (a) acts or omissions of a director that involve intentional misconduct or a knowing violation of law, (b) conduct in violation of Section 23B.08.310 of the WBCA (which section relates to unlawful distributions) or (c) any transaction from which a director personally received a benefit in money, property or services to which the director was not legally entitled.

Attenex Corporation

The Amended and Restated Articles of Incorporation of Attenex Corporation provide that the corporation shall indemnify and hold harmless each individual who is or was serving as a director or officer of the corporation who, while serving as a director or officer of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against any and all liability incurred with respect to any proceeding to which the individual is or is threatened to be made a party because of such service, and shall make advances of reasonable expenses with respect to such proceeding, to the fullest extent permitted by law; provided that no such indemnity shall indemnify any director or officer from or on account of (1) acts or omissions of the director or officer finally adjudged to be intentional misconduct or a knowing violation of law; (2) conduct of the director or officer finally adjudged to be in violation of Section 23B.08.310; or (3) any transaction with respect to which it was finally adjudged that such director or officer personally received a benefit in money, property, or services to which the director or officer was not legally entitled. In addition, the corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the corporation or, who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise against liability asserted against or incurred by the individual in that capacity or arising from the individual’s status as a director, officer, employee, or agent.

The Bylaws of Attenex Corporation provide that the corporation shall indemnify its directors, officers, employees and agents to the full extent permitted by applicable law against liability arising out of a proceeding to which such individual was made a party because the individual is or was a director, officer, employee or agent of the corporation. The corporation shall advance expenses incurred by such persons who are parties to a proceeding in advance of final disposition of the proceeding. However, the corporation shall not be obligated to indemnify or advance expenses to indemnitee with respect to any proceeding (a) initiated or brought voluntarily by indemnitee and not by way of defense, except with respect to proceedings brought to establish or enforce a right to indemnification, but such indemnification or advancement of expenses may be provided by the corporation in specific cases if the board of directors finds it to be appropriate; (b) instituted by indemnitee to enforce or

interpret the Bylaws, if a court of competent jurisdiction determines that each of the material assertions made by indemnitee in such proceeding was not made in good faith or was frivolous; (c) for which any of the expenses or liabilities for indemnification is being sought have been paid directly to indemnitee by an insurance carrier under a policy of officers' and directors' liability insurance maintained by the corporation; or (4) if the corporation is prohibited by the Securities Act of 1933, as amended, or other applicable law then in effect from paying such indemnification and/or advancement of the expenses.

Item 21. Exhibits and Financial Statement Schedules.

(a) Exhibits.

The following exhibits are included as exhibits to this Registration Statement.

Exhibit Number	Exhibit Description
2.1**	Agreement for the Purchase and Sale of Assets dated as of July 24, 2002, by and between PricewaterhouseCoopers LLP and FTI Consulting, Inc. (Filed with the Securities and Exchange Commission on July 26, 2002 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated July 24, 2002 and incorporated herein by reference.)
2.2**	LLC Membership Interests Purchase Agreement dated as of January 31, 2000, by and among FTI Consulting, Inc., and Michael Policano and Robert Manzo. (Filed with the Securities and Exchange Commission on February 15, 2000 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated February 4, 2000 and incorporated herein by reference.)
2.3**	Asset Purchase Agreement dated October 22, 2003, by and among KPMG LLP, DAS Business LLC and FTI Consulting, Inc. (Filed with the Securities and Exchange Commission on November 14, 2003 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated November 3, 2003 and incorporated herein by reference.)
2.4**	Asset Purchase Agreement dated September 25, 2003, by and among FTI Consulting, Inc., LI Acquisition Company, LLC, Nextera Enterprises, Inc., Lexecon Inc., CE Acquisition Corp. and ERG Acquisition Corp. (Filed with the Securities and Exchange Commission on October 2, 2003 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated September 25, 2003 and incorporated herein by reference.)
2.5**	Asset Purchase Agreement dated February 16, 2005, by and among FTI Consulting, Inc., FTI, LLC, FTI Repository Services, LLC, FTI Consulting Ltd., FTI Australia Pty Ltd, Edward J. O'Brien and Christopher R. Priestley, Messrs. Edward J. O'Brien and Christopher R. Priestley trading as the Ringtail Suite Partnership, Ringtail Solutions Pty Ltd, on its behalf and as trustee for Ringtail Unit Trust, Ringtail Solutions, Inc. and Ringtail Solutions Limited. (Filed with the Securities and Exchange Commission on February 23, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated February 16, 2005 and incorporated herein by reference.)
2.6**	Asset Purchase Agreement, dated as of May 23, 2005, by and among Cambio Health Solutions, LLC, Cambio Partners, LLC, each of the individuals named in Exhibit A thereto that becomes a party thereto prior to the Closing (as defined therein) by executing a joinder agreement on or after the date thereof, FTI Consulting, Inc, FTI, LLC, FTI Cambio LLC, and the Seller Representative (as defined therein). (Filed with the Securities and Exchange Commission on May 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 23, 2005 and incorporated herein by reference.)
2.7**	Purchase Agreement, dated as of November 15, 2005, by and among FTI Compass, LLC, a Maryland limited liability company, FTI Consulting, Inc., a Maryland corporation, FTI, LLC, a Maryland limited liability company, Competition Policy Associates, Inc., a District of Columbia corporation (the "Company"), and the stockholders of the Company listed on Schedule I thereto. (Filed with the Securities and Exchange Commission on November 19, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated November 22, 2005 and incorporated by reference herein.)

Exhibit Number	Exhibit Description
2.8	Form of Irrevocable Undertaking entered into by Controlling Shareholder Group of FD International (Holdings) Limited. (Filed with the Securities and Exchange Commission on October 10, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 3, 2006 and incorporated herein by reference.)
2.9	Form of Irrevocable Undertaking entered into by Executive Officers of FD International (Holdings) Limited. (Filed with the Securities and Exchange Commission on October 10, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 3, 2006 and incorporated herein by reference.)
2.10	Form of Irrevocable Undertaking entered into by Other Shareholders of FD International (Holdings) Limited. (Filed with the Securities and Exchange Commission on October 10, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 3, 2006 and incorporated herein by reference.)
2.11	Warranty Deed dated as of September 11, 2006 between FTI FD LLC and the Warrantors named therein. (Filed with the Securities and Exchange Commission on October 10, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 3, 2006 and incorporated herein by reference.)
2.12**	Asset Purchase Agreement dated March 31, 2008 by and among FTI Consulting, Inc., FTI SMC Acquisition LLC, The Schonbraun McCann Consulting Group LLC, the individuals listed on Schedule I thereto and Bruce Schonbraun as the Members' Representative. The registrant has requested confidential treatment with respect to certain portions of this exhibit pursuant to Rule 24b-2 of the Securities Act. Such portions have been omitted from this exhibit and filed separately with the Securities and Exchange Commission. (Filed with the SEC on April 4, 2008 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated March 31, 2008 and incorporated herein by reference.)
2.13**	Agreement and Plan of Merger, dated as of June 9, 2008, by and among FTI Consulting, Inc., Attenex Corporation, Ace Acquisition Corporation, and Richard B. Dodd and William McAleer, as the Shareholder Representatives. (Filed with the SEC on June 12, 2008 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 9, 2008 and incorporated herein by reference.)
3.1	Articles of Incorporation of FTI Consulting, Inc., as amended and restated. (Filed with the SEC on May 23, 2003 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 21, 2003 and incorporated herein by reference.)
3.2	Bylaws of FTI Consulting, Inc., as amended and restated through September 17, 2004. (Filed with the SEC on November 9, 2004 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2004 and incorporated herein by reference.)
3.3	Amendment No. 6 to Bylaws of FTI Consulting, Inc. dated December 18, 2008. (Filed with the SEC on December 22, 2008 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated December 18, 2008 and incorporated herein by reference.)
3.4	Amendment No. 7 to the Bylaws of FTI Consulting, Inc. dated February 25, 2009. (Filed with the SEC on March 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated February 25, 2009 and incorporated herein by reference.)
3.5+	Amended and Restated Articles of Incorporation of Attenex Corporation
3.6+	Bylaws of Attenex Corporation
3.7+	Articles of Organization of Compass Lexecon LLC (f/k/a Lexecon, LLC; f/k/a LI Acquisition Company, LLC)

Exhibit Number	Exhibit Description
3.8+	Articles of Amendment to Articles of Organization of Compass Lexecon LLC (f/k/a Lexecon, LLC; f/k/a LI Acquisition Company, LLC)
3.9+	Articles of Amendment to Articles of Organization of Compass Lexecon LLC (f/k/a Lexecon, LLC; f/k/a LI Acquisition Company, LLC)
3.10+	Operating Agreement of Compass Lexecon LLC (f/k/a Lexecon, LLC; f/k/a LI Acquisition Company, LLC)
3.11+	Operating Agreement of Compass Lexecon LLC (f/k/a Lexecon, LLC; f/k/a LI Acquisition Company, LLC) Amendment No. 1 to By-laws
3.12+	Amendment No. 1 to Operating Agreement of Compass Lexecon LLC (f/k/a Lexecon, LLC; f/k/a LI Acquisition Company, LLC)
3.13+	Articles of Incorporation of Competition Policy Associates, Inc.
3.14+	By-Laws of Competition Policy Associates, Inc.
3.15+	Certificate of Incorporation of FD MWA Holdings Inc.
3.16+	Certificate of Amendment to the Certificate of Incorporation of FD MWA Holdings Inc.
3.17+	By-laws of FD MWA Holdings Inc.
3.18+	Certificate of Incorporation of FD U.S. Communications, Inc. (f/k/a Park Communications, Inc.; f/k/a Morgen Walke Associates, Inc.)
3.19+	Certificate of Amendment of the Certificate of Incorporation of FD U.S. Communications, Inc. (f/k/a Park Communications, Inc.; f/k/a Morgen Walke Associates, Inc.)
3.20+	Certificate of Amendment of the Certificate of Incorporation of FD U.S. Communications, Inc. (f/k/a Park Communications, Inc.; f/k/a Morgen Walke Associates, Inc.)
3.21+	Certificate of Amendment of the Certificate of Incorporation of FD U.S. Communications, Inc. (f/k/a Park Communications, Inc.; f/k/a Morgen Walke Associates, Inc.)
3.22+	Certificate of Change of Morgen Walke Associates, Inc. (Nee: FD U.S. Communications, Inc.)
3.23+	Certificate of Change of Morgen Walke Associates, Inc. (Nee: FD U.S. Communications, Inc.)
3.24+	By-laws of FD U.S. Communications, Inc.
3.25+	Articles of Organization of FTI, LLC
3.26+	Operating Agreement of FTI, LLC
3.27+	Articles of Organization of FTI Consulting LLC
3.28+	Operating Agreement of FTI Consulting LLC
3.29+	Articles of Organization of FTI General Partner LLC
3.30+	Operating Agreement of FTI General Partner LLC
3.31+	Articles of Organization of FTI Hosting LLC
3.32+	Operating Agreement of FTI Hosting LLC
3.33+	Amendment No. 1 to Operating Agreement of FTI Hosting LLC
3.34+	Articles of Organization of FTI International LLC (f/k/a FTI FD LLC)
3.35+	Articles of Amendment to Articles of Organization of FTI International LLC (f/k/a FTI FD LLC)
3.36+	Amended and Restated Operating Agreement of FTI International LLC (f/k/a FTI FD LLC)
3.37+	Articles of Organization of FTI Investigations, LLC
3.38+	Operating Agreement of FTI Investigations, LLC

Exhibit Number	Exhibit Description
3.39+	Amendment No. 001 to Operating Agreement of FTI Investigations, LLC
3.40+	Articles of Organization of FTI SMG LLC (f/k/a FTI SMC Acquisition LLC)
3.41+	Articles of Amendment to Articles of Organization of FTI SMG LLC (f/k/a FTI SMC Acquisition LLC)
3.42+	Operating Agreement of FTI SMG LLC (f/k/a FTI SMC Acquisition LLC)
3.43+	Amendment No. 1 to Operating Agreement of FTI SMG LLC (f/k/a FTI SMC Acquisition LLC)
3.44+	Amendment No. 2 to Operating Agreement of FTI SMG LLC (f/k/a FTI SMC Acquisition LLC)
3.45+	Articles of Organization of FTI Technology LLC (f/k/a FTI Repository Services, LLC)
3.46+	Articles of Amendment to Articles of Organization of FTI Technology LLC (f/k/a FTI Repository Services, LLC)
3.47+	Amended and Restated Operating Agreement of FTI Technology LLC (f/k/a FTI Repository Services, LLC)
3.48+	Amendment No. 1 to Amended and Restated Operating Agreement of FTI Technology LLC (f/k/a FTI Repository Services, LLC)
4.1	Indenture, dated as of August 2, 2005, by and among FTI Consulting, Inc., the guarantors named therein and Wilmington Trust Company, as trustee, relating to 3 3/4% Senior Subordinated Convertible Notes due July 15, 2012. (Filed with the Securities and Exchange Commission on August 3, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated July 28, 2005 and incorporated herein by reference.)
4.2	First Supplemental Indenture relating to the 3 3/4% Senior Subordinated Convertible Notes due July 15, 2012, dated as of December 16, 2005, by and among FTI Consulting, Inc., the guarantors named therein, FTI Compass, LLC, FTI Investigations, LLC and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on January 13, 2006 as an exhibit to FTI Consulting, Inc.'s Amendment no. 1 to its Registration Statement on Form S-3 and incorporated herein by reference.)
4.3	Second Supplemental Indenture relating to the 3 3/4% Senior Subordinated Convertible Notes due July 15, 2012, dated as of February 22, 2006, by and among FTI Consulting, Inc., the guarantors named therein, Competition Policy Associates, Inc. and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on February 24, 2006 as an exhibit to FTI Consulting, Inc.'s Post-Effective Amendment no. 2 to its Registration Statement on Form S-3 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
4.4	Third Supplemental Indenture relating to 3 3/4% Convertible Senior Subordinated Notes due July 15, 2012, dated as of September 15, 2006, by and among FTI Consulting, Inc., FTI International Risk, LLC, a Maryland limited liability company, International Risk Limited, a Delaware corporation, the other guarantors named therein, and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on November 9, 2006 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2006 and incorporated herein by reference.)
4.5	Indenture dated as of October 3, 2006, relating to the 7 3/4% Senior Notes due 2016, by and among FTI Consulting, Inc., the guarantors named therein and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on October 10, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 3, 2006 and incorporated herein by reference.)
4.6	Form of Note relating to 7 3/4% Senior Notes due 2016. (Filed with the Securities and Exchange Commission on October 10, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 3, 2006 and incorporated herein by reference.)
4.7	Form of Put and Call Option Agreement. (Filed with the Securities and Exchange Commission on October 10, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 3, 2006 and incorporated herein by reference.)
4.8	Fourth Supplemental Indenture relating to 3 3/4% Convertible Senior Subordinated Notes due July 15, 2012, dated as of November 7, 2006, by and among FTI Consulting, Inc., FTI FD LLC, a Maryland limited liability company, FTI BKS Acquisition LLC, a Maryland limited liability company, the other guarantors named therein, and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on December 15, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4 (File No. 333-139407) and incorporated herein by reference.)
4.9	First Supplemental Indenture relating to the 7 3/4% Senior Notes due 2016, dated as of December 11, 2006, by and among FTI Consulting, Inc., FD U.S. Communications Inc., a New York corporation, FD MWA Holdings, Inc., a Delaware corporation, Dittus Communications Inc., a District of Columbia corporation, International Risk Limited, a Delaware Corporation, FTI Holder LLC, a Maryland limited liability company, the other guarantors named therein, and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on December 15, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4 (File No. 333-139407) and incorporated herein by reference.)
4.10	Fifth Supplemental Indenture relating to 3 3/4% Convertible Senior Subordinated Notes due July 15, 2012, dated as of December 7, 2006, by and among FTI Consulting, Inc., FD U.S. Communications Inc., a New York corporation, FD MWA Holdings, Inc., a Delaware corporation, Dittus Communications Inc., a District of Columbia corporation, FTI Holder LLC, a Maryland limited liability company, and the other guarantors named therein, and Wilmington Trust Company. (Filed with the Securities and Exchange Commission on December 15, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4 (File No. 333-139407) and incorporated herein by reference.)
4.11	Release entered into as of January 2, 2007 by Wilmington Trust Company in favor of Teklicon, Inc. releasing Teklicon's unconditional guarantee of FTI Consulting, Inc.'s obligations under its 3 3/4% Convertible Senior Subordinated Notes due July 15, 2012. (Filed with the Securities and Exchange Commission on May 9, 2007 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
4.12	Release entered into as of January 2, 2007 by Wilmington Trust Company in favor of Teklicon, Inc. releasing Teklicon's unconditional guarantee of FTI Consulting, Inc.'s obligations under its 7 3/4% Senior Notes due 2016. (Filed with the Securities and Exchange Commission on May 9, 2007 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 and incorporated herein by reference.)
4.13	Sixth Supplemental Indenture relating to 3 3/4% Convertible Senior Subordinated Notes due July 15, 2012, among FTI Consulting, Inc., FTI General Partner LLC, a Maryland limited liability company, Stratcom Hispanic, Inc., a Florida corporation, FTI Consulting LLC, a Maryland limited liability company, FTI Hosting LLC, a Maryland limited liability company, Ashton Partners, LLC, an Illinois limited liability company, and FTI US LLC, a Maryland limited liability company, the other Guarantors and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on February 29, 2008 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2007 and incorporated herein by reference.)
4.14	Second Supplemental Indenture relating to the 7 3/4% Senior Notes due 2016, dated as of December 31, 2007, by and among FTI Consulting, Inc., FTI General Partner LLC, a Maryland limited liability company, Stratcom Hispanic, Inc., Florida corporation, FTI Consulting LLC, a Maryland limited liability company, FTI Hosting LLC, a Maryland limited liability company, Ashton Partners, LLC, a Illinois limited liability company, and FTI US LLC, a Maryland limited liability company, the other Guarantors and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on February 29, 2008 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2007 and incorporated herein by reference.)
4.15	Seventh Supplemental Indenture relating to 3 3/4% Convertible Senior Subordinated Notes due July 15, 2012, dated as of May 23, 2008 among FTI RMCG Acquisition LLC, a Maryland limited liability company, FTI SMC Acquisition LLC, a Maryland limited liability company, and RMCG Consulting, Inc., a Florida corporation, FTI Consulting, Inc., a Maryland corporation, the other Guarantors (as defined in the Indenture referred to therein) and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on November 6, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 and incorporated herein by reference.)
4.16	Eighth Supplemental Indenture relating to 3 3/4% Convertible Senior Subordinated Notes due July 15, 2012, dated as of September 24, 2008, among Attenex Corporation, a Washington corporation and FD Kinesis, LLC, a New Jersey limited liability company, FTI Consulting, Inc., a Maryland corporation, the other Guarantors (as defined in the Indenture referred to therein) and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on November 6, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 and incorporated herein by reference.)
4.17	Third Supplemental Indenture relating to the 7 3/4% Senior Notes due 2016, dated as of May 22, 2008, among FTI RMCG Acquisition LLC, a Maryland limited liability company, FTI SMC Acquisition LLC, a Maryland limited liability company, and RMCG Consulting, Inc., a Florida corporation, FTI Consulting, Inc., a Maryland corporation, the other Guarantors (as defined in the Indenture referred to therein) and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on November 6, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
4.18	Fourth Supplemental Indenture relating to the 7 3/4% Senior Notes due 2016, dated as of September 26, 2008, among Attenex Corporation, a Washington corporation and FD Kinesis, LLC, a New Jersey limited liability company, FTI Consulting, Inc., a Maryland corporation, the other Guarantors (as defined in the Indenture referred to therein) and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on November 6, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 and incorporated herein by reference.)
4.19	Ninth Supplemental Indenture relating to 3 3/4% Convertible Senior Subordinated Notes due July 15, 2012, dated as of May 15, 2009, among FTI CXO Acquisition LLC, a Maryland limited liability company, and FTI Consulting Canada LLC, a Maryland limited liability company, FTI Consulting, Inc., a Maryland corporation, the other Guarantors (as defined in the Indenture referred to therein) and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on August 10, 2009 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2009 and incorporated herein by reference.)
4.20	Fifth Supplemental Indenture relating to 7 3/4% Senior Notes due 2016, dated as of May 12, 2009, among FTI CXO Acquisition LLC, a Maryland limited liability company, and FTI Consulting Canada LLC, a Maryland limited liability company, FTI Consulting, Inc., a Maryland corporation, the other Guarantors (as defined in the Indenture referred to therein) and Wilmington Trust Company, as trustee. (Filed with the Securities and Exchange Commission on August 10, 2009 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2009 and incorporated herein by reference.)
4.21	Indenture, dated September 27, 2010, among FTI Consulting, Inc., the guarantors party thereto and Wilmington Trust Company, as trustee, relating to FTI Consulting, Inc.'s 6 3/4% Senior Notes due 2020. (Filed with the SEC on September 28, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated September 27, 2010 and incorporated herein by reference.)
4.22	Form of 6 3/4% Senior Notes due 2020 (included in Exhibit 4.35). (Filed with the Securities and Exchange Commission on September 27, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated September 28, 2010 and incorporated herein by reference.)
4.23	Form of Notation of Guarantee (included in Exhibit 4.35). (Filed with the Securities and Exchange Commission on September 27, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated September 28, 2010 and incorporated herein by reference.)
4.24	Registration Rights Agreement, dated September 27, 2010, among FTI Consulting, Inc., the guarantors party thereto and Banc of America Securities LLC. (Filed with the Securities and Exchange Commission on September 28, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated September 27, 2010 and incorporated herein by reference.)
5.1++	Opinion of Jones Day
5.2++	Opinion of DLA Piper
5.3++	Opinion of Eric B. Miller, Executive Vice President, General Counsel and Chief Ethics Officer of FTI Consulting, Inc.
10.1*	Employment Agreement dated as of November, 8 2002, between FTI Consulting, Inc. and Jack B. Dunn, IV. (Filed with the Securities and Exchange Commission March 27, 2003 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended "December 31, 2002 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
10.2*	Employment Agreement dated September 20, 2004 between FTI Consulting, Inc. and Dennis J. Shaughnessy. (Filed with the Securities and Exchange Commission on November 9, 2004 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2004 and incorporated herein by reference.)
10.3*	Restricted Stock Agreement between FTI Consulting, Inc. and Dennis J. Shaughnessy dated October 18, 2004. (Filed with the Securities and Exchange Commission on November 9, 2004 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2004 and incorporated herein by reference.)
10.4*	Incentive Stock Option Agreement between FTI Consulting, Inc. and Dennis J. Shaughnessy dated October 18, 2004. (Filed with the Securities and Exchange Commission on November 9, 2004 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2004 filed and incorporated herein by reference.)
10.5*	Amendment dated September 23, 2004 to the Employment Agreement dated November 5, 2002 between FTI Consulting, Inc. and Jack B. Dunn, IV. (Filed with the Securities and Exchange Commission as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2004 filed with the SEC on November 9, 2004 and incorporated herein by reference.)
10.6*	Restricted Stock Agreement between FTI Consulting, Inc. and Jack B. Dunn, IV, dated September 23, 2004. (Filed with the Securities and Exchange Commission on November 9, 2004 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2004 and incorporated herein by reference.)
10.7*	Employment Agreement dated as of November 1, 2005 between Dominic DiNapoli and FTI Consulting, Inc. (Filed with the Securities and Exchange Commission on November 2, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K, dated November 1, 2005 and incorporated herein by reference.)
10.8*	Restricted Stock Agreement between FTI Consulting, Inc. and Dominic DiNapoli, dated as of November 1, 2005. (Filed with the Securities and Exchange Commission on November 2, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated November 1, 2005 and incorporated herein by reference.)
10.9*	Incentive Stock Option Agreement between FTI Consulting, Inc. and Dominic DiNapoli, dated as of November 1, 2005. (Filed with the Securities and Exchange Commission on November 2, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated November 1, 2005 and incorporated herein by reference.)
10.10*	FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated as of April 27, 2005. (Filed with the Securities and Exchange Commission on May 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 18, 2005 and incorporated herein by reference.)
10.11*	Form of Incentive Stock Option Agreement used with 2004 Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission on November 9, 2004 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2004 and incorporated herein by reference.)
10.12*	Form of Restricted Stock Agreement used with 2004 Long-Term Incentive Plan, as amended. (Filed with the Securities and Exchange Commission on November 9, 2004 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2004 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
10.13*	Form of Incentive Stock Option Agreement used with 1997 Stock Option Plan, as amended. (Filed with the Securities and Exchange Commission on February 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 28, 2005 and incorporated herein by reference.)
10.14*	Incentive Stock Option Agreement between FTI Consulting, Inc. and Jack B. Dunn, IV, dated as of October 28, 2004. (Filed with the Securities and Exchange Commission on February 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 28, 2005 and incorporated herein by reference.)
10.15*	Incentive Stock Option Agreement between FTI Consulting, Inc. and Jack B. Dunn, IV, dated as of February 17, 2005. (Filed with the Securities and Exchange Commission on February 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 28, 2005 and incorporated herein by reference.)
10.16*	Written Summary of Non-Employee Director Compensation approved by the Board of Directors of FTI Consulting, Inc. on April 27, 2005. (Filed with the Securities and Exchange Commission on May 3, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated April 27, 2005 and incorporated herein by reference.)
10.17*	FTI Consulting, Inc. Non-Employee Director Compensation Plan, established effective April 27, 2005. (Filed with the Securities and Exchange Commission on May 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 18, 2005 and incorporated herein by reference.)
10.18*	Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Option Agreement. (Filed with the Securities and Exchange Commission on May 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 18, 2005 and incorporated herein by reference.)
10.19*	Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Restricted Stock Agreement. (Filed with the Securities and Exchange Commission on May 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 18, 2005 and incorporated herein by reference.)
10.20*	Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Unit Agreement. (Filed with the Securities and Exchange Commission on May 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 18, 2005 and incorporated herein by reference.)
10.21*	Form of Nonqualified Stock Option Agreement used with 2004 Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission on January 13, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4/A and incorporated herein by reference.)
10.22*	Restricted Stock Agreement between FTI Consulting, Inc. and John A. MacColl dated as of January 9, 2006. (Filed with the Securities and Exchange Commission on January 13, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4/A and incorporated herein by reference.)
10.23*	Stock Option Agreement between FTI Consulting, Inc. and John A. MacColl dated as of January 9, 2006. (Filed with the Securities and Exchange Commission on March 7, 2006 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2005 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
10.24*	Amendment to FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated effective April 27, 2005. (Filed with the Securities and Exchange Commission on March 31, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated March 31, 2006 and incorporated herein by reference.)
10.25*	Amendment dated as of June 6, 2006 to the FTI Consulting, Inc. Non-Employee Director Compensation Plan. (Filed with the Securities and Exchange Commission on June 7, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 7, 2006 and incorporated herein by reference.)
10.26*	Amendment dated as of June 6, 2006 to the FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated Effective as of April 27, 2005, as further amended. (Filed with the Securities and Exchange Commission on June 7, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8 K dated June 7, 2006 and incorporated herein by reference.)
10.27*	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission, on June 6, 2006 as exhibit 4.3 to FTI Consulting, Inc.'s Registration Statement on Form S-8 (333-134789) and incorporated herein by reference.)
10.28*	Form of FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan Incentive Stock Option Agreement. (Filed with the Securities and Exchange Commission on June 6, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (333-134789) and incorporated herein by reference.)
10.29*	Form of FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan Restricted Stock Agreement. (Filed with the Securities and Exchange Commission on June 6, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (333-134789) and incorporated herein by reference.)
10.30*	FTI Consulting, Inc. Deferred Compensation Plan for Key Employees and Non-Employee Directors. (Filed with the Securities and Exchange Commission on April 28, 2006 as an exhibit to FTI Consulting, Inc.'s Definitive Proxy Statement on Schedule 14A and incorporated herein by reference.)
10.31*	Form of FTI Consulting, Inc. Deferred Compensation Plan For Key Employees and Non-Employee Directors Restricted Stock Unit Agreement for Non-Employee Directors. (Filed with the Securities and Exchange Commission on June 6, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (333-134790) and incorporated herein by reference.)
10.32*	Form of FTI Consulting, Inc. Deferred Compensation Plan For Key Employees and Non-Employee Directors Stock Unit Agreement for Non-Employee Directors. (Filed with the Securities and Exchange Commission on June 6, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (333-134790) and incorporated herein by reference.)
10.33*	FTI Consulting, Inc. 2007 Employee Stock Purchase Plan. (Filed with the Securities and Exchange Commission on April 28, 2006 as an exhibit to FTI Consulting, Inc.'s Definitive Proxy Statement on Schedule 14A and incorporated herein by reference.)
10.34*	Offer Letter dated January 9, 2006 to and accepted by John A. MacColl. (Filed with the Securities and Exchange Commission on June 9, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 6, 2006 and incorporated herein by reference.)
10.35*	Offer Letter dated May 17, 2005 to and accepted by David G. Bannister. (Filed with the Securities and Exchange Commission on June 9, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 6, 2006 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
10.36	Exchange and Registration Rights Agreement dated as of October 3, 2006, relating to 7 3/4% Senior Notes due 2016, by and among FTI, the guarantors named therein and the Initial Purchasers named therein. (Filed with the Securities and Exchange Commission on October 10, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 3, 2006 and incorporated herein by reference.)
10.37**	Parent Guaranty Agreement dated as of October 4, 2006, between FTI Consulting, Inc. and FTI FD Inc. (Filed with the Securities and Exchange Commission on October 10, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 3, 2006 and incorporated herein by reference.)
10.38*	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan, Amended and Restated Effective October 25, 2006. (Filed with the Securities and Exchange Commission on October 26, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 25, 2006 and incorporated herein by reference.)
10.39*	FTI Consulting, Inc. Incentive Compensation Plan. (Filed with the Securities and Exchange Commission on April 28, 2006 as an exhibit to FTI Consulting, Inc.'s Definitive Proxy Statement on Schedule 14A and incorporated herein by reference.)
10.40*	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan/Appendix II: Australian Sub-Plan. (Filed with the Securities and Exchange Commission on December 15, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4 (File No. 333-139407) and incorporated herein by reference.)
10.41*	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan/Appendix III: Ireland Sub-Plan. (Filed with the Securities Exchange Commission on December 15, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4 (File No. 333-139407) and incorporated herein by reference.)
10.42*	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan/Appendix IV: United Kingdom Sub-Plan. (Filed with the Securities and Exchange Commission on December 15, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4 (File No. 333-139407) and incorporated herein by reference.)
10.43*	FT1 Consulting, Inc. Non-Employee Director Compensation Plan Stock Option Agreement under FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission on December 13, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated December 11, 2006 and incorporated herein by reference.)
10.44*	FTI Consulting, Inc. Non-Employee Director Compensation Plan Restricted Stock Agreement under FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission on December 13, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated December 11, 2006 and incorporated herein by reference.)
10.45*	FTI Consulting, Inc. Non-Qualified Stock Option Agreement under FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission on May 9, 2007 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 and incorporated herein by reference.)
10.46*	Amendment No. 1 made and entered into as of April 23, 2007 to the Employment Agreement dated as of September 20, 2004, by and between FTI Consulting, Inc. and Dennis J. Shaughnessy. (Filed with the Securities and Exchange Commission on April 26, 2007 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated April 23, 2007 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
10.47*	Offer Letter dated June 14, 2007 to and accepted by Jorge A. Celaya (Filed with the Securities and Exchange Commission on July 10, 2007 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated July 9, 2007 and incorporated herein by reference.)
10.48*	FTI Consulting, Inc. Non-Employee Director Compensation Plan Amended and Restated Effective as of February 20, 2008. (Filed with the Securities and Exchange Commission on May 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarter Report on Form 10-Q for quarter ended March 31, 2008 and incorporated herein by reference.)
10.49*	FTI Consulting, Inc. Deferred Compensation Plan For Key Employees and Non-Employee Directors 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. (Filed with the Securities and Exchange Commission on May 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarter Report on Form 10-Q for quarter ended March 31, 2008 and incorporated herein by reference.)
10.50*	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan Restricted Stock Agreement Under the Non-Employee Director Compensation Plan, as Amended and Restated Effective as of February 20, 2008. (Filed with the Securities and Exchange Commission on May 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarter Report on Form 10-Q for quarter ended March 31, 2008 and incorporated herein by reference.)
10.51*	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan Restricted Stock Agreement Under the Non-Employee Director Compensation Plan, as Amended and Restated Effective as of February 20, 2008. (Filed with the Securities and Exchange Commission on May 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarter Report on Form 10-Q for quarter ended March 31, 2008 and incorporated herein by reference.)
10.52*	FTI Consulting, Inc. Deferred Compensation Plan for Key Employees and Non-Employee Directors [Amended and Restated Effective as of May 14, 2008.] (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)
10.53*	Form of 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. (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)
10.54*	Form of Stock Unit Agreement for Non-Employee Directors under the Non-Employee Director Compensation Plan, as Amended and Restated Effective as of February 20. 2008. (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)
10.55*	FTI Consulting. Inc. 2004 Long-Term Incentive Plan [Amended and Restated Effective as of May 14, 2008]. (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)
10.56*	Form of FTI Consulting, Inc. 2004 Long-Term Incentive Plan Incentive Stock Option Agreement. (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
10.57*	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan [Amended and Restated Effective as of May 14, 2008]. (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)
10.58*	Form of FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan Restricted Stock Agreement Under the Non-Employee Director Compensation Plan, as Amended and Restated Effective as of February 20, 2008 (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to FTI Consulting. Inc. s Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)
10.59*	Form of Incentive Stock Option Agreement under the FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan, as amended and restated. (Filed with the Securities and Exchange Commission on November 6, 2008 as an exhibit to FTI Consulting Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 and incorporated herein by reference.)
10.60*	Amendment No. 2 effective as of August 11, 2008 to the Employment Agreement dated November 5, 2002 between FTI Consulting, Inc. and Jack B. Dunn, IV. (Filed with the Securities and Exchange Commission on November 6, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 and incorporated herein by reference.)
10.61*	Amendment No. 3 as of December 31, 2008 to the Employment Agreement dated November 5, 2002 between Consulting, Inc. and Jack B. Dunn, IV. (Filed with the Securities and Exchange Commission on March , 2009 as an exhibit to FTI Consulting Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)
10.62*	Amendment No. 2 as of December 31, 2008 to the Employment Agreement dated as of September 20, 2004, by and between FTI Consulting, Inc. and Dennis J. Shaughnessy. (Filed with the Securities and Exchange Commission on March 2, 2009 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)
10.63*	Amendment No. 1 as of December 31,2008 to the Employment Agreement dated as of November 1, 2005 by and between Dominic DiNapoli and FTI Consulting, Inc. (Filed with the Securities and Exchange Commission on March 2, 2009 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)
10.64*	Employment Agreement by and among, FD U.S. Communications, Inc., FTI Consulting, Inc. and Declan Kelly. (Filed with the Securities and Exchange Commission on March 2, 2009 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)
10.65*	Amendment as of August 1, 2008 to the Employment Agreement by and among, FD U.S. Communications, Inc., FTI Consulting, Inc. and Declan Kelly. (Filed with the Securities and Exchange Commission on March 2, 2009 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)
10.66*	Second Amendment as of December 16, 2008 to the Employment Agreement by and among, FD U.S. Communications, Inc., FTI Consulting, Inc. and Declan Kelly. (Filed with the Securities and Exchange Commission on March 2, 2009 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
10.67*	Amendment made and entered into as of December 31, 2008 to Offer Letter dated June 14, 2007 to and accepted by Jorge A. Celaya. (Filed with the Securities and Exchange Commission on March 2, 2009 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)
10.68*	Employment Letter dated as of December 31, 2008 to and accepted by Roger Carlile. (Filed with the Securities and Exchange Commission on March 2, 2009 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)
10.69*	Offer Letter dated April 26, 2006 to and accepted by Eric B. Miller. (Filed with the Securities and Exchange Commission on March 2, 2009 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)
10.70*	Amendment made and entered into as of December 31, 2008 to Offer Letter dated April 26, 2006 to and accepted by Eric B. Miller. (Filed with the Securities and Exchange Commission on March 2, 2009 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)
10.71*	Amendment No. 1 dated March 31, 2009 to the FTI Consulting, Inc. Non-Employee Director Compensation Plan (Amended and Restated Effective as of February 20, 2008). (Filed with the Securities and Exchange Commission on May 5, 2009 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2009 and incorporated herein by reference.)
10.72*	Amendment No. 3 to Employment Agreement made and entered into as of January 2, 2009 by and between FTI Consulting, Inc. and Dennis J. Shaughnessy. Schedules to Amendment No. 3 to the Employment Agreement are not filed. FTI Consulting Inc. will furnish supplementally a copy of any omitted schedule to the SEC upon request. (Filed with the Securities and Exchange Commission on May 5, 2009 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2009 and incorporated herein by reference.)
10.73*	FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan. (Filed with the Securities and Exchange Commission on April 23, 2009 as an exhibit to FTI Consulting, Inc.'s Proxy Statement and incorporated herein by reference.)
10.74*	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Incentive Stock Option Agreement. (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference.)
10.75*	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Restricted Stock Agreement, (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference.)
10.76*	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Restricted Stock Unit Agreement for Non-Employee Directors. (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference.)
10.77*	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Stock Unit Agreement for Non-Employee Directors. (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
10.78*	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Restricted Stock Agreement for Non-Employee Directors. (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference.)
10.79*	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Nonstatutory Stock Option Agreement. (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference).
10.80‡*	Separation Agreement dated as of July 27, 2009, by and among FD U.S. Communications, Inc., FTI Consulting, Inc. and Declan Kelly (Filed with the Securities and Exchange Commission on November 6, 2009 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2009 and incorporated herein by reference.)
10.81‡**	Master Confirmation Accelerated Share Buyback Agreement dated November 9, 2009. (Filed with the Securities and Exchange Commission on November 13, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated November 9, 2009 and incorporated herein by reference.)
10.82‡**	Supplemental Confirmation dated November 9, 2009. (Filed with the Securities and Exchange Commission on November 13, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated November 9, 2009 and incorporated herein by reference.)
10.83*	Separation Agreement dated March 24, 2010 between FTI Consulting, Inc. and Jorge A. Celaya. (Filed with the Securities and Exchange Commission on March 26, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated March 24, 2010 and incorporated herein by reference.)
10.84*	FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Cash-Based Performance Award Agreement. (Filed with the Securities and Exchange Commission on March 29, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated March 25, 2010 and incorporated herein by reference.)
10.85*	FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan [as Amended and Restated Effective as of June 2, 2010]. (Filed with the Securities and Exchange Commission on April 23, 2010 as Appendix A to FTI Consulting, Inc.'s Definitive Proxy Statement dated April 23, 2010 and incorporated herein by reference.)
10.86*	Offer Letter, as amended, dated March 23, 2010, between FTI Consulting, Inc. and Eric B. Miller. (Filed with the Securities and Exchange Commission on May 6, 2010 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2010 and incorporated herein by reference.)
10.87*	Amendment No. 4 dated as of June 2, 2010 to Employment Agreement dated as of November 5, 2002, as amended, by and between FTI Consulting, Inc. and Jack B. Dunn, IV. (Filed with the Securities and Exchange Commission on June 8, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8 K dated June 2, 2010 and incorporated herein by reference.)
10.88*	Amendment No. 4 dated as of June 2, 2010 to Employment Agreement dated as of September 20, 2004, as amended, by and between FTI Consulting, Inc. and Dennis J. Shaughnessy. (Filed with the Securities and Exchange Commission on June 8, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8 K dated June 2, 2010 and incorporated herein by reference.)
10.89*	Amendment No. 2 dated as of June 2, 2010 to Employment Agreement dated as of November 1, 2005, as amended, by and between FTI Consulting, Inc. and Dominic DiNapoli. (Filed with the Securities and Exchange Commission on June 8, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 2, 2010 and incorporated herein by reference.)

Exhibit Number	Exhibit Description
10.90*	Amendment dated June 2, 2010 to Offer Letter dated May 17, 2005 to David G. Bannister. (Filed with the Securities and Exchange Commission on June 8, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 2, 2010 and incorporated herein by reference.)
10.91*	Amendment dated June 2, 2010 to Employment Letter dated December 31, 2008 to Roger D. Carlile. (Filed with the Securities and Exchange Commission on June 8, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 2, 2010 and incorporated herein by reference.)
10.92*	Second Amended Offer Letter dated June 2, 2010 to Eric B. Miller. (Filed with the Securities and Exchange Commission on August 5, 2010 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2010 and incorporated herein by reference.)
10.93**	Credit Agreement, dated as of September 27, 2010, among FTI Consulting, Inc., the guarantors party thereto, the lenders and letter of credit issuers party thereto, and Bank of America, N.A., as administrative agent. Exhibits, schedules (or similar attachments) to the Credit Agreement are not filed. FTI will furnish supplementally a copy of any omitted exhibit or schedule to the Securities and Exchange Commission upon request. (Filed with the Securities and Exchange Commission on September 27, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated September 28, 2010 and incorporated herein by reference.)
10.94**	Security Agreement, dated as of September 27, 2010, by and among grantors party thereto and Bank of America, N.A., as administrative agent. Exhibits, schedules (or similar attachments) to the Security Agreement are not filed. FTI will furnish supplementally a copy of any omitted exhibit or schedule to the Securities and Exchange Commission upon request. (Filed with the Securities and Exchange Commission on September 27, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated September 28, 2010 and incorporated herein by reference.)
10.95	Pledge Agreement, dated as of September 27, 2010, by and among pledgors party thereto and Bank of America, N.A., as administrative agent.
10.96*++	Amendment No. 5 dated as of February 23, 2011 to Employment Agreement dated as of September 20, 2004, as amended, by and between FTI Consulting, Inc. and Dennis J. Shaughnessy.
10.97*++	Amendment No. 5 dated as of February 23, 2011 to Employment Agreement dated as of November 5, 2002, as amended, by and between FTI Consulting, Inc. and Jack B. Dunn, IV.
10.98‡‡++	Supplemental Confirmation dated March 2, 2011.
12.1+	Computation of Ratio of Earnings to Fixed Charges
21.1+	Subsidiaries of FTI Consulting, Inc.
23.1+	Consent of KPMG LLP
23.2++	Consent of Jones Day (included in Exhibit 5.1 hereto)
23.3++	Consent of DLA Piper (included in Exhibit 5.2 hereto)
23.4++	Consent of Eric B. Miller (included in Exhibit 5.3 hereto)
24.1++	Powers of Attorney
25.1++	Statement of Eligibility on Form T-1 to act as Trustee under the Indenture

Exhibit Number	Exhibit Description
99.1+	Form of Letter of Transmittal
99.2++	Form of Notice of Guaranteed Delivery
99.3++	Form of Instruction to Registered Holder and/or Book Entry Transfer Participant from Beneficial Owner

\+ Filed herewith.

++ Previously filed.

* Management contract or compensatory plan or arrangement.

** With certain exceptions that were specified at the time of initial filing with the Securities and Exchange Commission, exhibits, schedules (or similar attachments) are not filed with the Securities and Exchange Commission. FTI Consulting, Inc. will furnish supplementally a copy of any omitted exhibit or schedule to the Securities and Exchange Commission upon request.

‡ Certain portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to our request for confidential treatment under Rule 24b-2 of the Securities Act of 1933, as amended, which was granted by the Securities and Exchange Commission on January 11, 2010.

‡‡ Certain portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to our request for confidential treatment, dated March 25, 2011, under Rule 24b-2 of the Securities Act of 1933, as amended.

Item 22. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other

than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(7) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of Form S-4, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(8) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

(9) That, for purposes of determining any liability under the Securities Act of 1933, each filing of registrant’s annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan’s annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

FTI CONSULTING, INC.

By: *
Name: Jack B. Dunn, IV
Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
* **Dennis J. Shaughnessy**	Chairman of the Board	May 10, 2011
* **Jack B. Dunn, IV**	Chief Executive Officer and President and Director (Principal Executive Officer)	May 10, 2011
/s/ Roger D. Carlile **Roger D. Carlile**	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	May 10, 2011
* **Catherine M. Freeman**	Senior Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	May 10, 2011
* **Brenda J. Bacon**	Director	May 10, 2011
* **Mark H. Berey**	Director	May 10, 2011

Table of Contents

Signature	Title	Date
*	Director	May 10, 2011
Denis J. Callaghan		
*	Director	May 10, 2011
James W. Crownover		
*	Director	May 10, 2011
Gerard E. Holthaus		
*	Director	May 10, 2011
Matthew F. McHugh		
*	Director	May 10, 2011
George P. Stamas		

*By: /s/ David G. Bannister

David G. Bannister
Attorney-in-Fact

Table of Contents

Attenex Corporation

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

ATTENEX CORPORATION

By: *
Name: David G. Bannister
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **David G. Bannister**	President (Principal Executive Officer) and a Director	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Director	May 10, 2011
* **Eric B. Miller**	Director	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

Table of Contents

Compass Lexecon LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

COMPASS LEXECON LLC

By: *
Name: David G. Bannister
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **David G. Bannister**	President (Principal Executive Officer) and a Manager	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Manager	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

Table of Contents

Competition Policy Associates, Inc.

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

COMPETITION POLICY ASSOCIATES, INC.

By: *
Name: David G. Bannister
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **David G. Bannister**	President (Principal Executive Officer) and a Director	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Director	May 10, 2011
* **Eric B. Miller**	Director	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

Table of Contents

FD MWA Holdings, Inc.

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

FD MWA HOLDINGS, INC.

By: *
Name: Edward Reilly
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **Edward Reilly**	President (Principal Executive Officer) and a Director	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Director	May 10, 2011
* **Eric B. Miller**	Director	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

Table of Contents

FD U.S. Communications, Inc.

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

FD U.S. COMMUNICATIONS, INC.

By: *
Name: Edward Reilly
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **David G. Bannister**	President (Principal Executive Officer) and a Director	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Director	May 10, 2011
* **Eric B. Miller**	Director	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

Table of Contents

FTI, LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

FTI, LLC

By: *
Name: David G. Bannister
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **David G. Bannister**	President (Principal Executive Officer) and a Manager	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Manager	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

Table of Contents

FTI Consulting LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

FTI CONSULTING LLC

By: *
Name: David G. Bannister
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **David G. Bannister**	President (Principal Executive Officer) and a Manager	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Manager	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

Table of Contents

FTI General Partner LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

FTI GENERAL PARTNER LLC

By: *
Name: David G. Bannister
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **David G. Bannister**	President (Principal Executive Officer) and a Manager	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Manager	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

Table of Contents

FTI Hosting LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

FTI HOSTING LLC

By: *
Name: David G. Bannister
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **David G. Bannister**	President (Principal Executive Officer) and a Manager	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Manager	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

Table of Contents

FTI International LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

FTI INTERNATIONAL LLC

By: *
Name: David G. Bannister
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
/* **David G. Bannister**	President (Principal Executive Officer) and a Manager	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Manager	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

Table of Contents

FTI Investigations, LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

FTI INVESTIGATIONS, LLC

By: *
Name: Michael J. Slattery
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **Michael J. Slattery**	President (Principal Executive Officer) and a Manager	May 10, 2011
/s/ Eric. B Miller **Eric. B Miller**	Vice President, Treasurer and Secretary (Principal Financial Officer and Principal Accounting Officer) and a Manager	May 10, 2011

*By: /s/ Eric B. Miller
Eric B. Miller
Attorney-in-Fact

Table of Contents

FTI SMG LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

FTI SMG LLC

By: *
Name: David G. Bannister
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **David G. Bannister**	President (Principal Executive Officer) and a Manager	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Manager	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

Table of Contents

FTI Technology LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on May 10, 2011.

FTI TECHNOLOGY LLC

By: *
Name: David G. Bannister
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
* **David G. Bannister**	President (Principal Executive Officer) and a Manager	May 10, 2011
/s/ Ronald Reno **Ronald Reno**	Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer) and a Manager	May 10, 2011

*By: /s/ Ronald Reno
Ronald Reno
Attorney-in-Fact

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF ATTENEX CORPORATION

Pursuant to RCW 23B.10.070 of the Revised Code of Washington, as amended, the following Amended and Restated Articles of Incorporation are hereby submitted for filing:

ARTICLE 1
NAME

The name of this corporation is ATTENEX CORPORATION.

ARTICLE 2
DURATION

This corporation has perpetual existence.

ARTICLE 3
PURPOSE

This corporation is organized for the purposes of transacting any and all lawful business for which a corporation may be incorporated under Title 23B of the Revised Code of Washington, as amended (the "*Act*").

ARTICLE 4
CAPITAL STOCK

4.1 **Authorized Capital.** This corporation shall have authority to issue Fifty-two Million Thirty-three Thousand Four Hundred Eighteen (52,033,418) shares of stock in the aggregate. Such shares shall be divided into two classes as follows:

(a) Thirty-one Million (31,000,000) shares of common stock, par value $0.001 per share (the "***Common Stock***").

(b) Twenty-one Million Thirty-three Thousand Four Hundred Eighteen (21,033,418) shares of preferred stock, par value $0.001 per share (the "***Preferred Stock***"). The shares of Preferred Stock may be divided into and issued in series. Authority is expressly vested in the Board of Directors, subject to the limitations and procedures prescribed by law and Section 4.4, to divide any part or all of such Preferred Stock into any number of series, to fix and determine relative rights and preferences of the shares of any series to be established, and to amend the rights and preferences of the shares of any series that has been established but is wholly unissued.

The authority herein granted to the Board of Directors to determine the relative rights and preferences of the Preferred Stock shall be limited to unissued shares, and no power shall exist to alter or change the rights and preferences of any shares that have been issued.

Unless otherwise expressly provided in the designation of the rights and preferences of a series of Preferred Stock, a distribution in redemption or cancellation of shares of Common Stock or rights to acquire Common Stock held by a former or current director, officer, employee or consultant of this corporation or any of its affiliates may, notwithstanding RCW 23B.06.400(2)(b), be made without regard to the preferential rights of holders of shares of that series of Preferred Stock.

4.2 **Designation of Preferred Stock.**

4.2.1 Series A Preferred Stock. Fifteen Million Eight Hundred Sixty-two Thousand One Hundred Sixty (15,862,160) shares of Preferred Stock shall be designated as Series A Preferred Stock (the "***Series A Preferred Stock***").

4.2.2 Series B Preferred Stock. Five Million One Hundred Seventy-One Thousand Two Hundred Fifty-eight (5,171,258) shares of Preferred Stock shall be designated as Series B Preferred Stock (the "***Series B Preferred Stock***").

4.3 **Rights, Preferences, Privileges and Restrictions.** The relative rights, preferences, privileges and restrictions granted to or imposed upon the Common Stock and the Preferred Stock are as follows:

4.3.1 Dividends. The holders of the then outstanding Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive, in preference and priority to any payment of any dividend on any shares of Common Stock, when, as and if declared by the Board of Directors, out of funds legally available therefor (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock), dividends at the rate of eight percent (8%) of $1.00 (the "***Initial Series A Purchase Price***") or $1.016 (the "***Initial Series B Purchase Price***"), respectively, each as adjusted for any consolidations, combinations, stock distributions, stock dividends, stock splits or similar events (each a "***Recapitalization Event***"), per share per annum. No dividend may be declared or paid on any shares of Common Stock unless at the same time an equivalent dividend is declared and paid simultaneously on the Series A Preferred Stock and the Series B Preferred Stock on an as-converted basis. The right to dividends on shares of Common Stock, Series A Preferred Stock and Series B Preferred Stock shall not be cumulative, and no right shall accrue to holders of Common Stock, Series A Preferred Stock or Series B Preferred Stock by reason of the fact that dividends on said shares are not declared in any period nor shall any undeclared or unpaid dividend bear or accrue interest.

4.3.2 Liquidation Preference. In the event of any liquidation, dissolution or winding up of this corporation, either voluntary or involuntary (each, a "***Liquidation Event***"), distributions to the shareholders of this corporation shall be made in the following manner:

(a) Preferred Stock Preference Distribution. The holders of Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any assets or property of this corporation to the holders of Common Stock, an amount per share equal to $1.5122 or $1.524, respectively (each, as adjusted for any Recapitalization Events), plus an amount equal to all declared and accrued but unpaid dividends

with respect thereto, if any (the "***Series A Preference Amount***" and the "***Series B Preferential Amount***," respectively). If upon the occurrence of such Liquidation Event, the assets and funds available for distribution are insufficient to permit the payment to the holders of Series A Preferred Stock and Series B Preferred Stock and the initial liquidation preferences of any other series that ranks on a parity in liquidation, then the entire assets and funds of this corporation legally available for distribution shall be distributed ratably among the holders of the shares of Series A Preferred Stock, Series B Preferred Stock and any such other series in proportion to the Series A Preferential Amount, the Series B Preferential Amount, and such other initial liquidation preference amounts as each holder thereof would otherwise be entitled to receive.

(b) Remaining Distribution. After payment has been made to the holders of Series A Preferred Stock, Series B Preferred Stock, and any other series of preferred stock entitled to a liquidation preference on a parity with the Series A Preferred Stock and Series B Preferred Stock pursuant to Section 4.3.2(a) and after payments of liquidation preferences junior to the Preferred Stock, then the holders of Common Stock, Series A Preferred Stock, Series B Preferred Stock and any other series entitled to continued participation in further distributions shall be entitled to receive, pro rata, the remaining assets and funds of this corporation available for distribution to shareholders, based on the numbers of shares of Common Stock then held by them, on an as-converted basis.

(c) Reorganization, Merger or Sale of Assets. The following events shall be deemed to be a Liquidation Event within the meaning of this Section 4.3.2: (i) a statutory share exchange, merger or consolidation of this corporation with or into any other corporation, corporations or other entity in which the shareholders of this corporation immediately prior to such statutory share exchange, merger or consolidation own less than fifty percent (50%) of the voting power of the surviving entity; or (ii) a sale, conveyance or other disposition of all or substantially all of the assets or business of this corporation; provided that, notwithstanding the forgoing, none of the following shall be deemed to be a Liquidation Event: (x) a consolidation with a wholly owned subsidiary of this corporation, (y) a merger effected solely for the purpose of changing the domicile of this corporation, or (z) a transaction, the principal purpose of which is to raise additional equity capital for this corporation and in which this corporation is the surviving corporation that is approved by the Board of Directors. In any Liquidation Event, if the consideration received by this corporation is other than cash, the value of such consideration will be deemed its fair market value as determined by the Board of Directors of this corporation in the good faith exercise of its business judgment, subject to the provisions of the next sentence. Any securities received as consideration pursuant to any statutory share exchange, merger, consolidation or sale of assets transaction, shall be valued as follows:

i. If traded on a national securities exchange or the Nasdaq Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange for the twenty (20) consecutive trading days ending three (3) business days prior to the closing of the statutory share exchange, merger, consolidation or sale of assets transaction, as the case may be;

ii. If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices or sale prices (whichever is applicable) for the twenty (20) consecutive trading days ending three (3) business days prior to the closing of the statutory share exchange, merger, consolidation or sale of assets transaction, as the case may be; and

iii. If there is no active public market, the value shall be the fair market value thereof, as determined by the Board of Directors of this corporation in the good faith exercise of its business judgment.

4.3.3 Redemption. The Preferred Stock is not redeemable at the option of the holder.

4.3.4 Voting Rights. The holder of each share of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such share of Preferred Stock could be converted on the record date for the vote or written consent of shareholders and, except as otherwise required by law or as set forth in these Articles, shall have voting rights and powers equal to the voting rights and powers of the Common Stock. The holder of each share of Preferred Stock shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of this corporation (the "***Bylaws***") and shall vote with holders of the Common Stock at any annual or special meeting of shareholders of this corporation, or by written consent, upon the election of directors and upon any other matter submitted to a vote of shareholders, except as otherwise provided herein or as to those matters required by law to be submitted to a class vote. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares of Common Stock into which shares of Series A Preferred Stock and Series B Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half rounded upward to one).

4.3.5 Conversion. The holders of Preferred Stock shall have conversion rights as follows (the "***Conversion Rights***"):

(a) Right to Convert. Each share of Series A Preferred Stock and Series B Preferred Stock shall be convertible without the payment of any additional consideration by the holder thereof and, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of this corporation or any transfer agent for the Preferred Stock. Each share of Series A Preferred Stock shall be convertible at the initial conversion rate determined by dividing the Initial Series A Purchase Price by the Series A Conversion Price (determined as provided herein) in effect at the time of conversion. Each share of Series B Preferred Stock shall be convertible at the initial conversion rate determined by dividing the Initial Series B Purchase Price by the Series B Conversion Price (determined as provided herein) in effect at the time of conversion. The number of shares of Common Stock into which each share of Series A Preferred Stock may be converted is hereinafter referred to as the "***Series A Conversion Rate***." The number of shares of Common Stock into which each share of Series B Preferred Stock may be converted is hereinafter referred to as the "***Series B Conversion Rate***." The conversion price per share (the "***Series A Conversion Price***") at which shares of Common Stock shall be initially issuable upon conversion of any shares of Series A

Preferred Stock shall be $1.00 and the initial Series A Conversion Rate shall be 1:1. The conversion price per share (the "***Series B Conversion Price***") at which shares of Common Stock shall be initially issuable upon conversion of any shares of Series B Preferred Stock shall be $1.016 and the initial Series B Conversion Rate shall be 1:1. Such initial Series A Conversion Rate and Series B Conversion Rate shall each be subject to adjustment as set forth in Section 4.3.5(c).

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the then effective Series A Conversion Rate or Series B Conversion Rate, as applicable, immediately upon the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "***Securities Act***"), covering the offer and sale of Common Stock in which the per share price is at least $5.00 (as adjusted for any Recapitalization Events), and which results in aggregate gross proceeds (prior to underwriters' commissions and expenses) to this corporation of more than twenty million dollars ($20,000,000) (a "***Qualified Public Offering***").

(c) Adjustments to Conversion Price.

i. Special Definitions. For purposes of this Section 4.3.5(c), the following definitions shall apply:

(A) "***Options***" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities.

(B) "***Convertible Securities***" shall mean any evidence of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.

(C) "***Additional Shares of Common Stock***" shall mean all shares of Common Stock issued (or, pursuant to Section 4.3.5(c)(iii), deemed to be issued) by this corporation after the date on which any shares of Series B Preferred Stock are first issued by this corporation (the "***Series B Original Issue Date***"), other than shares of Common Stock issued or issuable:

(1) upon conversion of shares of Preferred Stock;

(2) to directors, officers or employees (or consultants whose role is or will be equivalent to an employee) of this corporation pursuant (i) to the Attenex Corporation 2001 Equity Incentive Plan (the "***Plan***"), up to the maximum number of shares reserved for issuance pursuant to Section 4 of the Plan, as amended as of the Original Issue Date (as adjusted, if ever, pursuant to Section 12(a) of the Plan), or (ii) to the Plan as may be increased in the future, or to new plans, so long as such increase in the Plan, or new plans, have been approved by the Board of Directors by a majority that includes (x) at least one of the Series A Directors (as defined below) and (y) the Series B Director (as defined below);

(3) as a dividend or distribution on Preferred Stock;

(4) in a Qualified Public Offering;

(5) in connection with any merger with, or acquisition of all or substantially all the assets of, or a controlling interest in, any corporation or other entity, which transaction has been approved by the Board of Directors including at least one of the Series A Directors and the Series B Director;

(6) to financial institutions or equipment lessors in connection with transactions approved by the Board of Directors;

(7) to strategic or joint venture partners, vendors or customers of this corporation for reasons that, in the good faith judgment of the Board of Directors are in substantial part other than to raise capital and should provide value-added services, relationships or other benefits to this corporation's business;

(8) upon conversion or exercise of any options, warrants, notes or other rights to acquire this corporation's securities outstanding as of the Series B Original Issue Date;

(9) as a result of an adjustment made pursuant to Section 4.3.5(c)(i)(C); or

(10) by way of dividend or other distribution on shares of Common Stock excluded from the definition of Additional Shares of Common Stock by the foregoing clauses (1) through (9).

For the above purposes, the "***Series A Directors***" are those directors that by voting or other agreement are designated by one or more holders of the Series A Preferred Stock and the "***Series B Director***" is that director that by voting or other agreement is designated by one or more holders of the Series B Preferred Stock.

ii. No Adjustment of Conversion Price. No adjustment in the Series A Conversion Price or Series B Conversion Price shall be made in respect of the issuance of Additional Shares of Common Stock unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by this corporation is less than the Series A Conversion Price or Series B Conversion Price, as applicable, in effect on the date immediately prior to such issue.

iii. Deemed Issue of Additional Shares of Common Stock. In the event this corporation at any time or from time to time after the Series B Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number)

of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of the Convertible Securities shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(A) except as provided in Section 4.3.5(c)(iii)(B), no further adjustment in the Series A Conversion Price or Series B Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(B) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to this corporation, or change in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange (other than under or by reason of provisions designed to protect against dilution), a Series A Conversion Price or Series B Conversion Price computed upon the original issue (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities; and

(C) no readjustment pursuant to clause (B) above shall have the effect of increasing the Series A Conversion Price or Series B Conversion Price to an amount which exceeds the lower of (1) the Series A Conversion Price or Series B Conversion Price, as applicable, on the original adjustment date or (2) the Series A Conversion Price or Series B Conversion Price, as applicable, that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

iv. Adjustment of Series A Conversion Price and Series B Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event this corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 4.3.5(c)(iii)) after the Series B Original Issue Date without consideration or for a consideration per share less than the Series B Conversion Price in effect immediately prior to such issue, then and in each such event (A) the Series A Conversion Price shall be reduced to a price (calculated to the nearest cent) determined by multiplying such Series A Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by this corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Series A Conversion Price; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued, and (B) the Series B Conversion Price shall be reduced to a price (calculated to the nearest cent) determined by multiplying such Series B Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which

the aggregate consideration received by this corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Series B Conversion Price; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued. For the purposes of this Section, the number of shares of Common Stock outstanding shall be deemed to include the Common Stock issuable upon conversion of all outstanding shares of Series A Preferred Stock, Series B Preferred Stock, other Convertible Securities and Options, and, immediately after any Additional Shares of Common Stock are deemed issued pursuant to Section 4.3.5(c)(iii), such Additional Shares of Common Stock shall be deemed to be outstanding.

v. Determination of Consideration. For purposes of this Section 4.3.5(c), the consideration received by this corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property: Such consideration shall:

(1) insofar as it consists of cash, be computed at the aggregate amount of cash received by this corporation;

(2) insofar as it consists of property other than cash, be computed at the fair value at the time of such issue, as determined by the Board of Directors in the good faith exercise of its business judgment; and

(3) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of this corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (1) and (2) above, as determined by the Board of Directors in the good faith exercise of its business judgment.

(B) Options and Convertible Securities. The consideration per share received by this corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 4.3.5(c)(iii), relating to Options and Convertible Securities, shall be determined by dividing:

(1) the total amount, if any, received or receivable by this corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to this corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(2) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

vi. Other Adjustments to Conversion Price.

(A) Subdivisions, Combinations, or Consolidations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided, combined or consolidated, by stock split, stock dividend, combination or like event, into a greater or lesser number of shares of Common Stock after the Series B Original Issue Date (other than as set forth in Section 4.3.5(c)(iii)(B)), the Series A Conversion Price and Series B Conversion Price in effect immediately prior to such subdivision, combination, consolidation or stock dividend shall, concurrently with the effectiveness of such subdivision, combination or consolidation, be proportionately adjusted.

(B) Distributions Other Than Cash Dividends Out of Retained Earnings. In case this corporation shall declare a cash dividend upon its Common Stock payable otherwise than out of retained earnings or shall distribute to holders of its Common Stock shares of its capital stock (other than shares of Common Stock and other than as otherwise adjusted in this Section 4.3.5(c)), stock or other securities of other persons, evidences of indebtedness issued by this corporation or other persons, assets (excluding cash dividends) or options or rights (excluding options to purchase and rights to subscribe for Common Stock or other securities of this corporation convertible into or exchangeable for Common Stock), then, in each such case, provision shall be made so that the holders of Series A Preferred Stock and Series B Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the amount of such cash or securities which they would have received had their Series A Preferred Stock or Series B Preferred Stock, as applicable, been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the date of conversion, retained such cash or securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section 4.3.5(c) with respect to the rights of the holders of the Series A Preferred Stock and Series B Preferred Stock.

(C) Reclassifications. In the case, at any time after the Series B Original Issue Date, of any capital reorganization (except as provided in Section 4.3.2(c)) or any reclassification of the stock of this corporation (other than as a result of a stock dividend or subdivision, split-up or combination of shares), the Series A Conversion Price and Series B Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted such that the shares of the Series A Preferred Stock and Series B Preferred Stock, as applicable, shall, after such reorganization or reclassification, be convertible into the kind and number of shares of stock or other securities or property of this corporation or otherwise to which such holder would have been entitled if, immediately prior to such reorganization or reclassification, the holder had converted the holder's shares of the Series A Preferred Stock or Series B Preferred Stock, as applicable, into

Common Stock. The provisions of this Section 4.3.5(e)(vi)(C) shall similarly apply to successive reorganizations, reclassifications, consolidations or sales of substantially all of the assets of this corporation.

(d) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price or Series B Conversion Price pursuant to this Section 4.3.5, this corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock or Series B Preferred Stock, as applicable, a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of Series A Preferred Stock or Series B Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Series A Conversion Price or Series B Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Series A Preferred Stock or Series B Preferred Stock, as applicable.

(e) Mechanics of Conversion. Upon automatic conversion under Section 4.3.5(b), or before any holder of Series A Preferred Stock or Series B Preferred Stock shall be entitled to convert the same into shares of Common Stock under Section 4.3.5(a), such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of this corporation or of any transfer agent for the Preferred Stock, and, if applicable, shall give written notice to this corporation at such office that the holder elects to convert the same (except that no such written notice of election to convert shall be necessary in the event of an automatic conversion pursuant to Section 4.3.5(b)). This corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock a certificate or certificates for the number of shares of Common Stock to which he/she/it shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred Stock or Series B Preferred Stock to be converted (except that in the case of an automatic conversion pursuant to Section 4.3.5(b), such conversion shall be deemed to have been made immediately prior to the closing of the event triggering such automatic conversion) and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

(f) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of shares of Preferred Stock. In lieu of any fractional shares to which the holder of Preferred Stock would otherwise be entitled, this corporation shall pay cash equal to such fraction multiplied by the fair market value of one share of Common Stock as determined by the Board of Directors. The number of whole shares issuable to each holder upon such conversion shall be determined on the basis of the number of shares of Common Stock issuable upon conversion of the total number of shares of Series A Preferred Stock or Series B Preferred Stock of each holder at the time converting into Common Stock.

(g) Reservation of Stock Issuable Upon Conversion. This corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of Preferred Stock such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Preferred Stock, this corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Articles of Incorporation.

(h) Notices of Record Date. In the event of any taking by this corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property or to receive any other right, this corporation shall mail to each holder of Preferred Stock at least twenty (20) days prior to such record date, a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution or right, and the amount and character of such dividend, distribution or right.

4.4 **Protective Provisions.**

(a) Series A Preferred Stock Protective Provisions. So long as 3,965,540 shares of the Series A Preferred Stock (as adjusted for any Recapitalization Events) remain outstanding, this corporation shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least two-thirds (2/3) of the then outstanding shares of Series A Preferred Stock, voting as a separate class, take any action that:

i. amends or repeals any provision of, or adds any provision to, these Articles of Incorporation or Bylaws relative to the Series A Preferred Stock or otherwise alters or changes the rights, preferences or privileges of the Series A Preferred Stock, by way of merger, consolidation, substitution, reclassification, amendment, or otherwise;

ii. creates (by way of merger, consolidation, substitution, reclassification, amendment, designation, or otherwise) any new class or series of shares having rights, preferences or privileges senior to or on a parity with the Series A Preferred Stock;

iii. creates any bonds, notes, or other obligations convertible into, exchangeable for, or having option rights to purchase, shares of stock with any preference or priority as to dividends or assets senior to or on a parity with the Series A Preferred Stock;

iv. results in the purchase, redemption, or other acquisition of any of this corporation's equity securities (including warrants, options, and other rights to acquire equity securities) other than the repurchase of equity securities pursuant to equity incentive agreements or stock option plans or arrangements with service providers giving this corporation the right to repurchase shares upon the termination of services;

v. changes the authorized number of directors of this corporation;

vi. results in the payment or declaration of any dividend or distribution on any shares of Common Stock or any Preferred Stock or declares or makes any other distribution, directly or indirectly, on account of any shares of Common Stock or Series B Preferred Stock now or hereafter outstanding;

vii. results in any merger, other corporate reorganization, sale of control or any transaction in which all or substantially all of the assets of this corporation are sold, leased, licensed exclusively, or otherwise disposed of; or

viii. encumbers or grants a security interest in all or substantially all of the assets of this corporation, excluding a security interest provided to a financial institution in connection with a financing transaction approved by the Board of Directors.

(b) So long as 1,000,000 shares of the Series B Preferred Stock (as adjusted for any Recapitalization Events) remain outstanding, this corporation shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least two-thirds (2/3) of the then outstanding shares of Series B Preferred Stock, voting as a separate class, take any action that:

i. amends or repeals any provision of, or adds any provision to, the Articles of Incorporation or Bylaws relative to the Series B Preferred Stock or otherwise alters or changes the rights, preferences or privileges of the Series B Preferred Stock, by way of merger, consolidation, substitution, reclassification, amendment, or otherwise;

ii. creates (by way of merger, consolidation, substitution, reclassification, amendment, designation, or otherwise) any new class or series of shares having rights, preferences or privileges senior to or on a parity with the Series B Preferred Stock;

iii. creates any bonds, notes, or other obligations convertible into, exchangeable for, or having option rights to purchase, shares of stock with any preference or priority as to dividends or assets senior to or on a parity with the Series B Preferred Stock;

iv. results in the purchase, redemption, or other acquisition of any of this corporation's equity securities (including warrants, options, and other rights to acquire equity securities) other than the repurchase of equity securities pursuant to equity incentive agreements or stock option plans or arrangements with service providers giving this corporation the right to repurchase shares upon the termination of services;

v. changes the authorized number of directors of this corporation;

vi. results in the payment or declaration of any dividend or distribution on any shares of Common Stock or any Preferred Stock or declares or makes any other distribution, directly or indirectly, on account of any shares of Common Stock or Series A Preferred Stock now or hereafter outstanding;

vii. results in any merger, other corporate reorganization, sale of control or any transaction in which all or substantially all of the assets of this corporation are sold, leased, licensed exclusively, or otherwise disposed of; or

viii. encumbers or grants a security interest in all or substantially all of the assets of this corporation, excluding a security interest provided to a financial institution in connection with a financing transaction approved by the Board of Directors.

4.5 **Issuance of Certificates.** The Board of Directors shall have the authority to issue shares of the capital stock of this corporation and the certificates therefor subject to such transfer restrictions and other limitations as it may deem necessary to promote compliance with applicable federal and state securities laws, and to regulate the transfer thereof in such manner as may be calculated to promote such compliance or to further any other reasonable purpose.

4.6 **Status of Converted Stock.** In the event any shares of Preferred Stock shall be converted pursuant to Section 4.3.5, the shares so converted shall be canceled and shall not be reissued by this corporation. This corporation may from time to time take such appropriate corporate action as may be necessary to effect the corresponding reduction in this corporation's authorized capital stock.

4.7 **Common Stock**

(a) Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of this corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

(b) Liquidation Rights. Upon the liquidation, dissolution or winding up of this corporation, the assets of this corporation shall be distributed as provided in Section 4.3.2.

(c) Redemption. The Common Stock is not redeemable at the option of the holder; provided, however, that this corporation's repurchase of shares of its capital stock pursuant to agreements approved by the Board of Directors shall not be deemed "redemptions" and shall be allowed, subject to limitations on "distributions" pursuant to corporate law.

(d) Voting Rights and Reduced Voting Requirements. The holder of each share of Common Stock shall have the right to one vote and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws, and shall be entitled to vote upon such matters and in such manner as may be provided by law. Notwithstanding the prior sentence, the

holders of Common Stock shall not have the separate voting group rights under RCW 23B.10.040(1)(a) (increases in number of authorized common shares), (e) creation of senior or parity classes or series), or (f) (increase rights, preferences, or number of authorized shares of parity or senior class) or by RCW 23B11.035 (merger or share exchange) or any related section concerning voting group rights as to mergers or share exchanges, or by successor provisions to the foregoing sections of the Act. Such separate voting group rights are hereby explicitly denied.

ARTICLE 5
NO PREEMPTIVE RIGHTS

Shareholders of this corporation shall have no preemptive rights to acquire additional shares of stock or securities convertible into shares of stock issued by this corporation.

ARTICLE 6
NO CUMULATIVE VOTING

Shareholders of this corporation shall have no right to cumulate votes in the election of directors.

ARTICLE 7
DIRECTORS

The number of directors of this corporation shall be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified therein.

ARTICLE 8
BYLAWS

Subject to Article 4, Section 4.4, the Board of Directors shall have the power to adopt, amend or repeal the Bylaws subject to the power of the shareholders to amend or repeal such Bylaws. Subject to Article 4, Section 4.4, the shareholders shall also have the power to amend or repeal the Bylaws and to adopt new Bylaws.

ARTICLE 9
ACTION BY SHAREHOLDERS WITHOUT A MEETING

Subject to the provisions of RCW 23B.07.040, shareholders will be permitted to take action by less than unanimous written consent of all shareholders entitled to vote on an action.

Before the date on which the action becomes effective, notice of the taking of such action shall be given to each shareholder of record, in writing, describing with reasonable clarity and specifying the general nature of the action approved, stating the effective date and time of the approved action, and accompanied by the same material that, under the Act, would have been required to be sent to nonconsenting or nonvoting shareholders in a notice of meeting at which the proposed action would have been submitted for shareholder action. Except as otherwise provided in RCW 23B.07.040, such notice shall be given as follows: (a) if mailed, by deposit in

the U.S. mail at least seventy-two (72) hours prior to the specified effective time of such action, with first-class postage thereon prepaid, correctly addressed to each shareholder of record at the shareholder's address as it appears on the current record of shareholders of this corporation; or (b) if delivered by personal delivery, by courier service, by wire or wireless equipment, by telegraphic or other facsimile transmission, or by any other electronic means which transmits a facsimile of such communication correctly addressed to each shareholder of record at the physical address, electronic mail address, or facsimile number, as it appears on the current record of shareholders of this corporation, at least twenty-four (24) hours prior to the specified effective time of such action.

ARTICLE 10
LIMITATION OF DIRECTOR LIABILITY

A director of this corporation shall not be personally liable to this corporation or its shareholders for monetary damages for conduct as a director, except for:

10.1.1 acts or omissions involving intentional misconduct by the director or a knowing violation of law by the director;

10.1.2 conduct violating RCW 23B.08.310 (which involves certain distributions by this corporation);

10.1.3 any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled

If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing paragraph by the shareholders of this corporation shall not adversely affect any right or protection of a director of this corporation with respect to any acts or omissions of such director occurring prior to such repeal or modification.

To the maximum extent permitted from time to time under the law of the State of Washington, this corporation renounces any interest or expectancy of this corporation in, or in being offered an opportunity to participate in, business opportunities that are presented to its officers, directors or shareholders other than those officers, directors or shareholders who are employees of this corporation, provided such officers, directors or shareholders act in good faith and without willful misconduct in connection with such business opportunities. No amendment or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any officer, director or shareholder of this corporation for or with respect to any acts or omissions of such officer, director or shareholder occurring prior to such amendment or repeal.

ARTICLE 11
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

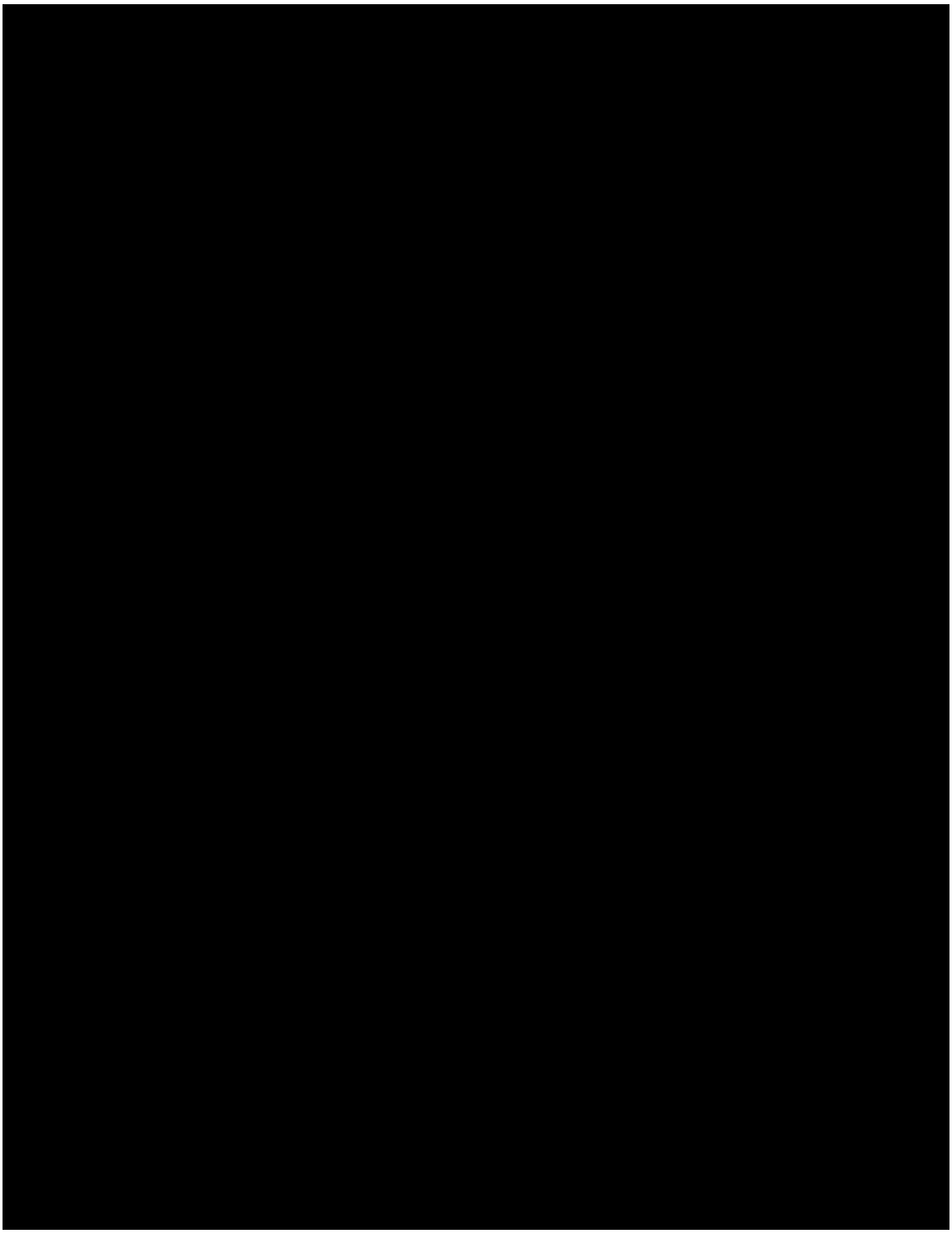
The capitalized terms in this Article 11 shall have the meanings set forth in RCW 23B.08.500.

11.1.1 This corporation shall indemnify and hold harmless each individual who is or was serving as a Director or officer of this corporation or who, while serving as a Director or officer of this corporation, is or was serving at the request of this corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against any and all Liability incurred with respect to any Proceeding to which the individual is or is threatened to be made a Party because of such service, and shall make advances of reasonable Expenses with respect to such Proceeding, to the fullest extent permitted by law, without regard to the limitations in RCW 23B.08.510 through 23B.08.550, and 23B.08.560(2); provided that no such indemnity shall indemnify any Director or officer from or on account of (1) acts or omissions of the Director or officer finally adjudged to be intentional misconduct or a knowing violation of law; (2) conduct of the Director or officer finally adjudged to be in violation of RCW 23B.08.310; or (3) any transaction with respect to which it was finally adjudged that such Director or officer personally received a benefit in money, property, or services to which the Director or officer was not legally entitled.

11.1.2 This corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of this corporation or, who, while a director, officer, employee, or agent of this corporation, is or was serving at the request of this corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise against Liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director, officer, employee, or agent, whether or not this corporation would have power to indemnify the individual against such Liability under RCW 23B.08.510 or 23B.08.520.

11.1.3 If, after the effective date of this Article 11, the Act is amended to authorize further indemnification of Directors or officers, then Directors and officers of this corporation shall be indemnified to the fullest extent permitted by the Act.

11.1.4 To the extent permitted by law, the rights to indemnification and advance of reasonable Expenses conferred in this Article 11 shall not be exclusive of any other right which any individual may have or hereafter acquire under any statute, provision of the Bylaws, agreement, vote of shareholders or disinterested directors, or otherwise. The right to indemnification conferred in this Article 11 shall be a contract right upon which each Director or officer shall be presumed to have relied in determining to serve or to continue to serve as such. Any amendment to or repeal of this Article 11 shall not adversely affect any right or protection of a Director or officer of this corporation for or with respect to any acts or omissions of such Director or officer occurring prior to such amendment or repeal.

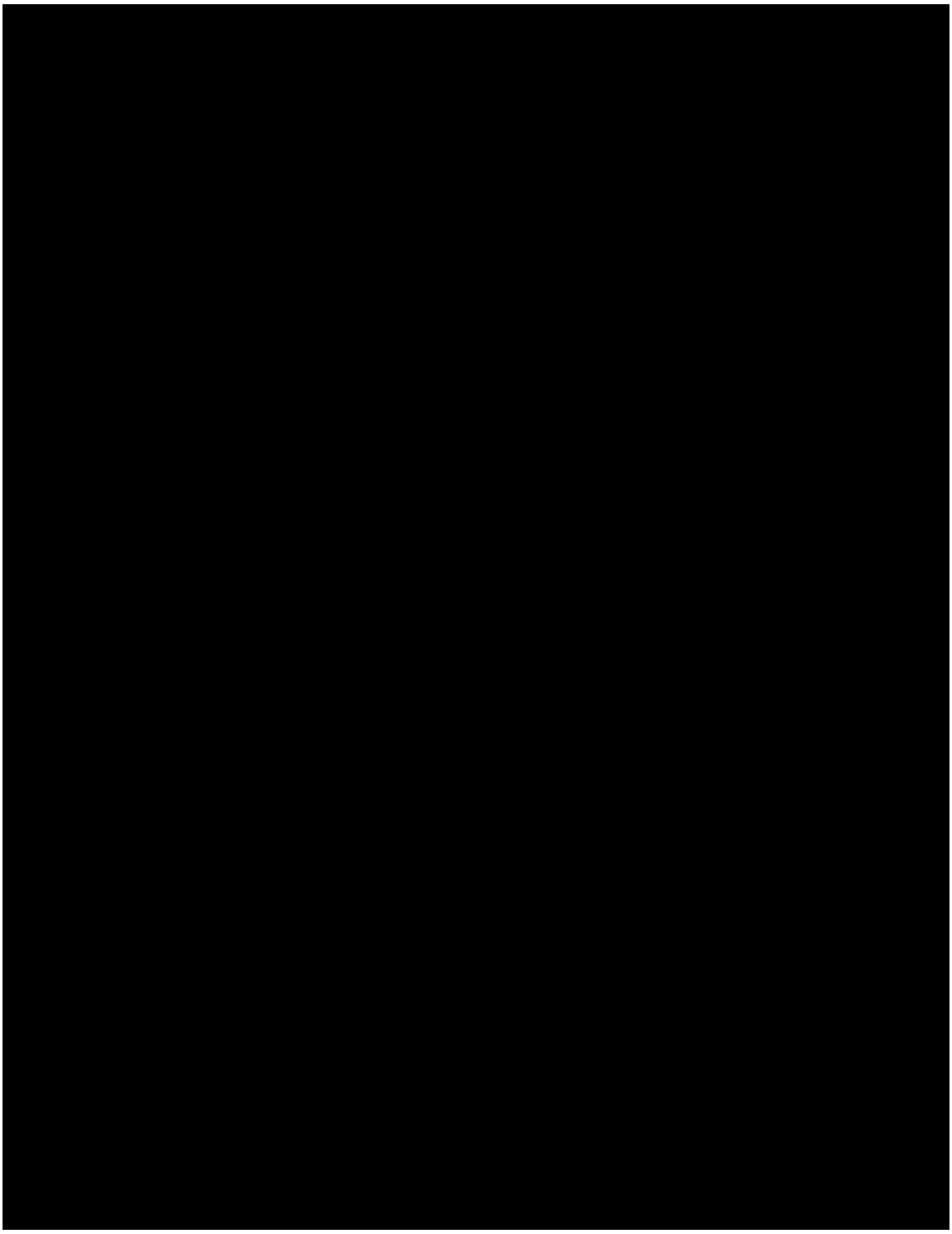


BYLAWS
OF
ATTENEX CORPORATION

Dated as of April 1, 2001

TABLE OF CONTENTS

		Page
ARTICLE I	SHAREHOLDERS	1
Section 1.	Annual Meeting	1
Section 2.	Special Meeting	1
Section 3.	Place of Meetings	1
Section 4.	Notice	1
Section 5.	Waiver of Notice	1
Section 6.	Quorum of Shareholders	1
Section 7.	Proxies	1
Section 8.	Voting	2
Section 9.	Adjournment	2
ARTICLE II	BOARD OF DIRECTORS	2
Section 1.	Powers of Directors	2
Section 2.	Number and Qualifications	2
Section 3.	Election – Term of Office	2
Section 4.	Regular Meetings	2
Section 5.	Special Meetings	2
Section 6.	Notice	2
Section 7.	Waiver of Notice	2
Section 8.	Quorum of Directors	3
Section 9.	Adjournment	3
Section 10.	Resignation and Removal	3
Section 11.	Vacancies	3
Section 12.	Compensation	3
Section 13.	Presumption of Assent	3
Section 14.	Committees	4
ARTICLE III	SPECIAL MEASURES APPLYING TO BOTH SHAREHOLDERS' MEETINGS AND DIRECTORS' MEETINGS	4
Section 1.	Action by Written Consent	4
Section 2.	Conference Telephone	5
Section 3.	Oral and Written Notice	5
ARTICLE IV	OFFICERS	5
Section 1.	Positions	5
Section 2.	Appointment and Term of Office	5
Section 3.	Powers and Duties	5
	a. Chairman	5
	b. President	6
	c. Vice President	6
	d. Secretary	6
	e. Treasurer	6



ARTICLE I

Shareholders

Section 1. Annual Meeting. The annual meeting of the shareholders of this Corporation shall be in the month of May of each year. The failure to hold an annual meeting at the time stated in these Bylaws does not affect the validity of any corporate action.

Section 2. Special Meetings. Except as otherwise provided by law, special meetings of shareholders of this Corporation shall be held whenever called by any officer or by the Board of Directors or one or more shareholders who hold at least ten percent (10%) of all shares entitled to vote on any issue proposed to be considered at the meeting.

Section 3. Place of Meetings. Meetings of shareholders shall be held at such place within or without the State of Washington as determined by the Board of Directors, pursuant to proper notice.

Section 4. Notice. Written notice of each shareholders' meeting stating the date, time, and place and, in case of a special meeting, the purpose(s) for which such meeting is called, shall be given by the corporation not less than ten (10) (unless a greater period of notice is required by law in a particular case) nor more than sixty (60) days prior to the date of the meeting, to each shareholder of record entitled to vote at such meeting unless required by law to send notice to all shareholders (regardless of whether or not such shareholders are entitled to vote), to the shareholder's address as it appears on the current record of shareholders of this Corporation.

Section 5. Waiver of Notice. A shareholder may waive any notice required to be given by these Bylaws, or the Articles of Incorporation of this Corporation, or any of the corporate laws of the State of Washington, before or after the meeting that is the subject of such notice. A valid waiver is created by any of the following three methods: (a) in writing, signed by the shareholder entitled to the notice and delivered to the Corporation for inclusion in its corporate records; (b) attendance at the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or (c) failure to object at the time of presentation of a matter not within the purpose or purposes described in the meeting notice.

Section 6. Quorum of Shareholders. At any meeting of the shareholders, a majority in interest of all the shares entitled to vote on a matter, represented by shareholders of record in person or by proxy, shall constitute a quorum of that voting group for action on that matter.

Once a share is represented at a meeting, other than to object to holding the meeting or transacting business, it is deemed to be present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for the adjourned meeting. At such reconvened meeting, any business may be transacted that might have been transacted at the meeting as originally notified.

If a quorum exists, action on a matter is approved by a voting group if the votes cast within the voting group favoring the action exceed the votes cast within the voting group opposing the action, unless the question is one upon which by express provision of law or of the Articles of Incorporation or of these Bylaws a different vote is required.

Section 7. Proxies. Shareholders of record may vote at any meeting either in person or by proxy executed in writing. A proxy is effective when received by the person authorized to

tabulate votes for the Corporation. A proxy is valid for eleven (11) months unless a longer period is expressly provided in the proxy.

Section 8. Voting. Subject to the provisions of the laws of the State of Washington, and unless otherwise provided in the Articles of Incorporation, each outstanding share, regardless of class, is entitled to one (1) vote on each matter voted on at a shareholders' meeting.

Section 9. Adjournment. A majority of the shares represented at the meeting, even if less than a quorum, may adjourn the meeting from time to time. At such reconvened meeting at which a quorum is present any business may be transacted at the meeting as originally notified. If a meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if a new date, time, or place is announced at the meeting before adjournment; however, if a new record date for the adjourned meeting is or must be fixed in accordance with the corporate laws of the State of Washington, notice of the adjourned meeting must be given to persons who are shareholders as of the new record date.

ARTICLE II

Board of Directors

Section 1. Powers of Directors. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except as otherwise provided by its Articles of Incorporation.

Section 2. Number and Qualifications. The business affairs and property of this Corporation shall be managed by a Board of not less than seven (7) nor more than nine (9) directors. The number of directors may at any time be increased or decreased by the shareholders or by the Board of Directors at any regular or special meeting. Directors need not be shareholders of this Corporation or residents of the State of Washington, but must have reached the age of majority.

Section 3. Election - Term of Office. The terms of the initial directors expire at the first shareholders' meeting at which directors are elected. The directors shall be elected by the shareholders at each annual shareholders' meeting to hold office until the next annual meeting of the shareholders and until their respective successors are elected and qualified. If, for any reason, the directors shall not have been elected at any annual meeting, they may be elected at a special meeting of shareholders called for that purpose in the manner provided by these Bylaws.

Section 4. Regular Meetings. Regular meetings of the Board of Directors shall be held at such places, and at such times as the Board by vote may determine, and, if so determined, no notice thereof need be given.

Section 5. Special Meetings. Special meetings of the Board of Directors may be held at any time or place whenever called by any officer or one (1) or more directors, notice thereof being given to each director by the officer calling or by the officer directed to call the meeting.

Section 6. Notice. No notice is required for regular meetings of the Board of Directors. Notice of special meetings of the Board of Directors, stating the date, time, and place thereof, shall be given at least two (2) days prior to the date of the meeting. The purpose of the meeting need not be given in the notice. Such notice may be oral or written.

Section 7. Waiver of Notice. A director may waive notice of a special meeting of the Board either before or after the meeting, and such waiver shall be deemed to be the equivalent of

giving notice. The waiver must be in writing, signed by the director and entitled to the notice and delivered to the Corporation for inclusion in its corporate records. Attendance of a director at a meeting shall constitute waiver of notice of that meeting unless said director attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.

Section 8. Quorum of Directors. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. When a quorum is present at any meeting, a majority of the members present thereat shall decide any question brought before such meeting, except as otherwise provided by the Articles of Incorporation or by these Bylaws.

Section 9. Adjournment. A majority of the directors present, even if less than a quorum, may adjourn a meeting and continue it to a later time. Notice of the adjourned meeting or of the business to be transacted thereat, other than by announcement, shall not be necessary. At any adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting as originally called.

Section 10. Resignation and Removal. Any director of this Corporation may resign at any time by giving written notice to the Board of Directors, its Chairman, the President, or Secretary of this Corporation. Any such resignation is effective when the notice is delivered, unless the notice specifies a later effective date. The shareholders, at a special meeting called expressly for that purpose, may remove from office with or without cause one or more directors and elect their successors. A director may be removed only if the number of votes cast for removal exceeds the number of votes cast against removal.

Section 11. Vacancies. Unless otherwise provided by law, in case of any vacancy in the Board of Directors, including a vacancy resulting from an increase in the number of directors, the remaining directors, whether constituting a quorum or not, or the shareholders, may fill the vacancy.

Section 12. Compensation. By resolution of the Board of Directors, each director may be paid expenses, if any, for attendance at each meeting of the Board of Directors, and may be paid a stated salary as director, or a fixed sum for attendance at each meeting of the Board of Directors, or both. No such payment shall preclude any director from serving this Corporation in any other capacity and receiving compensation therefore.

Section 13. Presumption of Assent. A director of this Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

a. The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting;

b. The director's dissent or abstention from the action taken is entered in the minutes of the meeting; or

c. The director shall file written dissent or abstention with the presiding officer of the meeting before its adjournment or to the Corporation within a reasonable time after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 14. Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an Executive Committee and one or more other committees, each of which:

a. Must have two (2) or more members;

b. Must be governed by the same rules regarding meetings, action without meetings, notice, and waiver of notice, and quorum and voting requirements as applied to the Board of Directors; and

c. To the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, except no such committee shall have the authority to:

(1) Authorize or approve a distribution except according to a general formula or method prescribed by the Board of Directors;

(2) Approve or propose to shareholders action which the Act requires to be approved by shareholders;

(3) Fill vacancies on the Board of Directors or on any of its committees;

(4) Amend the Articles of Incorporation;

(5) Adopt, amend, or repeal the Bylaws;

(6) Approve a plan of merger not requiring shareholder approval; or

(7) Authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences, and limitations on a class or series of shares, except that the Board of Directors may authorize a committee, or a senior executive officer of the Corporation, to do so within limits specifically prescribed by the Board of Directors.

ARTICLE III

Special Measures Applying to Both Shareholders' Meetings and Directors' Meetings

Section 1. Action by Written Consent. Any action required or permitted to be taken at a meeting of the shareholders or the Board of Directors may be accomplished without a meeting if the action is taken by shareholders holding of record or otherwise entitled to vote in the aggregate not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on the action were present and voted, or all the members of the Board, as the case may be. The action must be evidenced by one or more written consents describing the action to be taken, signed by shareholders holding of record or otherwise entitled to vote in the aggregate not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on the action were present and voted, or by all directors, as the case may be, and delivered to the Corporation for inclusion in the minutes. Directors' consents may be signed either before or after the action taken.

Action taken by unanimous written consent of the directors is effective when the last director signs the consent, unless the consent specifies a later effective date. Action taken by majority written consent of the shareholders is effective when the requisite consents are in the possession of the Corporation and the period of advance notice required by the Corporation's Articles of Incorporation and the Act to be given to any nonconsenting shareholders has been satisfied, unless the consent specifies a later effective date.

Section 2. Conference Telephone. Meetings of the shareholders and Board of Directors may be effectuated by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other during the meeting. Participation by such means shall constitute presence in person at such meeting.

Section 3. Oral and Written Notice. Oral notice may be communicated in person or by telephone, wire or wireless equipment that does not transmit a facsimile of the notice. Oral notice is effective when communicated.

Written notice may be transmitted by mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice. Written notice is effective at the earliest of the following: (a) when received; (b) five (5) days after its deposit in the U.S. mail if mailed with first-class postage; provided, however, that if notice is mailed with first class postage prepaid and correctly addressed to the shareholders' address shown in the Corporation's current record of shareholders, notice shall be deemed effective on mailing; (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

ARTICLE IV

Officers

Section 1. Positions. The officers of this Corporation may be a President, one or more Vice Presidents, a Secretary, and a Treasurer, as appointed by the Board. Such other officers and assistant officers as may be necessary may be appointed by the Board of Directors or by a duly appointed officer to whom such authority has been delegated by Board resolution. No officer need be a shareholder or a director of this Corporation. Any two or more offices may be held by the same person.

The Board of Directors in its discretion may elect a Chairman from amongst its members to serve as Chairman of the Board of Directors, who, when present shall preside at all meetings of the Board of Directors, and who shall have such other powers as the Board may determine.

Section 2. Appointment and Term of Office. The officers of this Corporation shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If officers are not appointed at such meeting, such appointment shall occur as soon as possible thereafter. Each officer shall hold office until a successor shall have been appointed and qualified or until said officer's earlier death, resignation, or removal.

Section 3. Powers and Duties. If the Board appoints persons to fill the following officer positions, such officer shall have the powers and duties set forth below:

a. Chairman. The Chairman shall preside at all meetings of the stockholders and the Board of Directors, and undertake such other duties as may be specified by the Board from time to time.

b. President. The President shall be the chief executive officer of this Corporation and, subject to the direction and control of the Board of Directors, shall have general supervision of the business of this Corporation. Unless a Chairman of the Board of Directors has been elected and is present, the President shall preside at meetings of the Board of Directors.

c. Vice President. During the absence or disability of the President, the Vice President (or in the event that there be more than one Vice President, the Vice Presidents in the order designated by the Board of Directors) shall exercise all functions of the President, except as limited by resolution of the Board of Directors. Each Vice President shall have such powers and discharge such duties as may be assigned from time to time to such Vice President by the President or by the Board of Directors.

The Chairman, President, or any Vice President or such other person(s) as are specifically authorized by vote of the Board of Directors, shall sign all bonds, deeds, mortgages, and any other agreements, and such signature(s) shall be sufficient to bind this Corporation. The President shall perform such other duties as the Board of Directors shall designate.

d. Secretary. The Secretary shall:

(1) Prepare minutes of the directors' and shareholders' meetings and keep them in one or more books provided for that purpose;

(2) Authenticate records of the Corporation;

(3) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

(4) Be custodian of the corporate records and of the seal of the Corporation (if any), and affix the seal of the Corporation to all documents as may be required;

(5) Keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder;

(6) Sign with the President, or a Vice President, certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors;

(7) Have general charge of the stock transfer books of the Corporation; and

(8) In general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. In the Secretary's absence, an Assistant Secretary shall perform the Secretary's duties.

e. Treasurer. The Treasurer shall have the care and custody of the money, funds, and securities of the Corporation, shall account for the same, and shall have and exercise, under the supervision of the Board of Directors, all the powers and duties commonly incident to this office.

Section 4. Salaries and Contract Rights. The salaries, if any, of the officers shall be fixed from time to time by the Board of Directors. The appointment of an officer shall not of itself create contract rights.

Section 5. Resignation or Removal. Any officer of this Corporation may resign at any time by giving written notice to the Board of Directors. Any such resignation is effective when the notice is delivered, unless the notice specifies a later date, and shall be without prejudice to the contract rights, if any, of such officer.

The Board of Directors, by majority vote of the entire Board, may remove any officer or agent appointed by it, with or without cause. The removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 6. Vacancies. If any office becomes vacant by any reason, the directors may appoint a successor or successors who shall hold office for the unexpired term.

ARTICLE V

Certificates of Shares and Their Transfer

Section 1. Issuance: Certificates of Shares. No shares of this Corporation shall be issued unless authorized by the Board. Such authorization shall include the maximum number of shares to be issued, the consideration to be received, and a statement that the Board considers the consideration to be adequate. Certificates for shares of the Corporation shall be in such form as is consistent with the provisions of the Act and shall state:

a. The name of the Corporation and that the Corporation is organized under the laws of the State of Washington;

b. The name of the person to whom issued; and

c. The number and class of shares and the designation of the series, if any, which such certificate represents.

The certificate shall be signed by original or facsimile signature of two officers of the Corporation, and the seal of the Corporation may be affixed thereto.

Section 2. Transfer of Stock. Shares of stock may be transferred by delivery of the certificate accompanied by either an assignment in writing on the back of the certificate or by a written power of attorney to assign and transfer the same on the books of this Corporation, signed by the record holder of the certificate. The shares shall be transferable on the books of this Corporation upon surrender thereof so assigned or endorsed.

Section 3. Loss or Destruction of Certificates. In case of the loss, mutilation, or destruction of a certificate of stock, a duplicate certificate may be issued upon such terms as the Board of Directors shall prescribe.

Section 4. Record Date and Transfer Books. For the purpose of determining shareholders who are entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may fix in advance a record date for any such determination of shareholders, such date in any case to be not more than seventy (70) days and, in case of a meeting of shareholders, not less than ten (10) days

prior to the date on which the particular action, requiring such determination of shareholders, is to be taken.

If no record date is fixed for such purposes, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned more than one hundred twenty (120) days after the date is fixed for the original meeting.

Section 5. Voting Record. The officer or agent having charge of the stock transfer books for shares of this Corporation shall make at least ten (10) days before each meeting of shareholders a complete record of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

ARTICLE VI

Books and Records

Section 1. Books of Accounts, Minutes, and Share Register. The corporation:

a. Shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors exercising the authority of the Board of Directors on behalf of the Corporation;

b. Shall maintain appropriate accounting records;

c. Or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each; and

d. Shall keep a copy of the following records at its principal office:

(1) The Articles or Restated Articles of Incorporation and all amendments to them currently in effect;

(2) The Bylaws or Restated Bylaws and all amendments to them currently in effect;

(3) The minutes of all shareholders' meetings, and records of all actions taken by shareholders without a meeting, for the past three (3) years;

(4) Its financial statements for the past three (3) years, including balance sheets showing in reasonable detail the financial condition of the Corporation as of the close of each fiscal year, and an income statement showing

the results of its operations during each fiscal year prepared on the basis of generally accepted accounting principles or, if not, prepared on a basis explained therein;

(5) All written communications to shareholders generally within the past three (3) years;

(6) A list of the names and business addresses of its current directors and officers; and

(7) Its most recent annual report delivered to the Secretary of State of Washington.

Section 2. Copies of Resolutions. Any person dealing with the Corporation may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board of Directors or shareholders, when certified by the President or Secretary.

ARTICLE VII

Indemnification of Officers, Directors, Employees and Agents

Section 1. Definitions. As used in this Article:

a. "Act" means the Washington Business Corporation Act, now or hereafter in force.

b. "Agent" means an individual who is or was an agent of the Corporation or an individual who, while an agent of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Agent" includes, unless the context requires otherwise, the estate or personal representative of an agent.

c. "Corporation" means this Corporation, and any domestic or foreign predecessor entity which, in a merger or other transaction, ceased to exist.

d. "Director" means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

e. "Employee" means an individual who is or was an employee of the Corporation or an individual, while an employee of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Employee" includes, unless the context requires otherwise, the estate or personal representative of an employee.

f. "Expenses" include counsel fees.

g. "Indemnitee" means an individual made a party to a proceeding because the individual is or was a Director, Officer, Employee, or Agent of the Corporation, and

who possesses indemnification rights pursuant to the Articles, these Bylaws, or other corporate action. "Indemnitee" shall also include the heirs, executors, and other successors in interest of such individuals.

h. "Liability" means the obligation to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

i. "Officer" means an individual who is or was an officer of the Corporation or an individual who, while an officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Officer" includes, unless the context requires otherwise, the estate or personal representative of an officer.

j. "Party" includes an individual who was, is, or is threatened to be named a defendant or respondent in a proceeding.

k. "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

Section 2. Indemnification Rights of Directors, Officers, Employees and Agents. The Corporation shall indemnify its Directors, Officers, Employees and Agents to the full extent permitted by applicable law as then in effect against liability arising out of a proceeding to which such individual was made a party because the individual is or was a Director, Officer, Employee or Agent of the Corporation. The Corporation shall advance expenses incurred by such persons who are parties to a proceeding in advance of final disposition of the proceeding, as provided herein.

Section 3. Procedure for Seeking Indemnification and/or Advancement of Expenses.

a. Notification and Defense of Claim. Indemnitee shall promptly notify the Corporation in writing of any proceeding for which indemnification could be sought under this Article. In addition, Indemnitee shall give the Corporation such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.

With respect to any such proceeding as to which Indemnitee has notified the Corporation:

(1) The Corporation will be entitled to participate therein at its own expense;

(2) Except as otherwise provided below, to the extent that it may wish, the Corporation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. Indemnitee's consent to such counsel may not be unreasonably withheld.

After notice from the Corporation to Indemnitee of its election to assume the defense, the Corporation will not be liable to Indemnitee under this Article for any legal or other expenses subsequently incurred by Indemnitee in connection with such defense. However, Indemnitee shall continue to have the right to employ its counsel in such proceeding, at Indemnitee's expense; and if:

(a) The employment of counsel by Indemnitee has been authorized by the Corporation;

(b) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnitee in the conduct of such defense; or

(c) The Corporation shall not in fact have employed counsel to assume the defense of such proceeding,

the fees and expenses of Indemnitee's counsel shall be at the expense of the Corporation.

The Corporation shall not be entitled to assume the defense of any proceeding brought by or on behalf of the Corporation or as to which Indemnitee shall reasonably have made the conclusion that a conflict of interest may exist between the Corporation and the Indemnitee in the conduct of the defense.

b. Information to be Submitted and Method of Determination and Authorization of Indemnification. For the purpose of pursuing rights to indemnification under this Article, the Indemnitee shall submit to the Board a sworn statement requesting indemnification and reasonable evidence of all amounts for which such indemnification is requested (together, the sworn statement and the evidence constitutes an "Indemnification Statement").

Submission of an Indemnification Statement to the Board shall create a presumption that the Indemnitee is entitled to indemnification hereunder, and the Corporation shall, within sixty (60) calendar days thereafter, make the payments requested in the Indemnification Statement to or for the benefit of the Indemnitee, unless: (1) within such sixty (60) calendar day period it shall be determined by the Corporation that the Indemnitee is not entitled to indemnification under this Article; (2) such vote shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and (3) the Indemnitee shall receive notice in writing of such determination, which notice shall disclose with particularity the evidence upon which the determination is based.

At the election of the President, the foregoing determination may be made by either: (1) the written consent of the shareholders owning a majority of the stock in the Corporation; (2) a committee chosen by written consent of a majority of the directors of the Corporation, and consisting solely of two (2) or more directors not at the time parties to the proceeding; or (3) as provided by RCW 23B.08.550, as amended.

Any determination that the Indemnitee is not entitled to indemnification, and any failure to make the payments requested in the Indemnification Statement, shall be subject to judicial review by any court of competent jurisdiction.

c. Special Procedure Regarding Advance for Expenses. An Indemnitee seeking payment of expenses in advance of a final disposition of the proceeding must furnish the Corporation, as part of the Indemnification Statement:

(1) A written affirmation of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct required to be eligible for indemnification; and

(2) A written undertaking, constituting an unlimited general obligation of the Indemnitee, to repay the advance if it is ultimately determined that the Indemnitee did not meet the required standard of conduct.

If the Corporation determines that indemnification is authorized, the Indemnitee's request for advance of expenses shall be granted.

d. Settlement. The Corporation is not liable to indemnify Indemnitee for any amounts paid in settlement of any proceeding without Corporation's written consent. The Corporation shall not settle any proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee may unreasonably withhold its consent to a proposed settlement.

Section 4. Contract and Related Rights.

a. Contract Rights. The right of an Indemnitee to indemnification and advancement of expenses is a contract right upon which the Indemnitee shall be presumed to have relied in determining to serve or to continue to serve in his or her capacity with the Corporation. Such right shall continue as long as the Indemnitee shall be subject to any possible proceeding. Any amendment to or repeal of this Article shall not adversely affect any right or protection of an Indemnitee with respect to any acts or omissions of such Indemnitee occurring prior to such amendment or repeal.

b. Optional Insurance, Contracts, and Funding. The Corporation may:

(1) Maintain insurance, at its expense, to protect itself and any Indemnitee against any liability, whether or not the Corporation would have power to indemnify the individual against the same liability under RCW 23B.08.510 or .520, or a successor statute;

(2) Enter into contracts with any Indemnitee in furtherance of this Article and consistent with the Act; and

(3) Create a trust fund, grant a security interest, or use other means (including without limitation a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

c. Severability. If any provision or application of this Article shall be invalid or unenforceable, the remainder of this Article and its remaining applications shall not be affected thereby, and shall continue in full force and effect.

d. Right of Indemnitee to Bring Suit. If (1) a claim under this Article for indemnification is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation; or (2) a claim under this Article for advancement of expenses is not paid in full by the Corporation within twenty (20) days after a written claim has been received by the Corporation, then the Indemnitee may, but need not, at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the extent successful in whole or in part, the Indemnitee shall be entitled to also be paid the expense (to be proportionately prorated if the Indemnitee is only partially successful) of prosecuting such claim.

Neither: (1) the failure of the Corporation (including its Board of Directors, its shareholders, or independent legal counsel) to have made a determination prior to the

commencement of such proceeding that indemnification or reimbursement or advancement of expenses to the Indemnitee is proper in the circumstances, nor (2) an actual determination by the Corporation (including its Board of Directors, its shareholders, or independent legal counsel) that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the proceeding or create a presumption that the Indemnitee is not so entitled.

Section 5. Exceptions. Any other provision herein to the contrary notwithstanding, the Corporation shall not be obligated pursuant to the terms of these Bylaws to indemnify or advance expenses to Indemnitee with respect to any proceeding:

a. Claims Initiated by Indemnitee. Initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to proceedings brought to establish or enforce a right to indemnification under these Bylaws or any other statute or law or as otherwise required under the statute, but such indemnification or advancement of expenses may be provided by the Corporation in specific cases if the Board of Directors finds it to be appropriate.

b. Lack of Good Faith. Instituted by Indemnitee to enforce or interpret this Agreement, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous.

c. Insured Claims. For which any of the expenses or liabilities for indemnification is being sought have been paid directly to Indemnitee by an insurance carrier under a policy of officers' and directors' liability insurance maintained by the Corporation.

d. Prohibited by Law. If the Corporation is prohibited by the Act or other applicable law as then in effect from paying such indemnification and/or advancement of expenses. For example, the Corporation and Indemnitee acknowledge that the Securities and Exchange Commission ("SEC") has taken the position that indemnification is not possible for liabilities arising under certain federal securities laws, and federal legislation prohibits indemnification for certain ERISA violations. Indemnitee understands and acknowledges that the Corporation has undertaken or may be required in the future to undertake with the SEC to submit the question of indemnification to a court in certain circumstances for a determination of the Corporation's right to indemnify Indemnitee.

ARTICLE VIII

Amendment of Bylaws

Section 1. By the Shareholders. These Bylaws may be amended or repealed at any regular or special meeting of the shareholders if notice of the proposed amendment is contained in the notice of the meeting.

Section 2. By the Board of Directors. These Bylaws may be amended or repealed by the affirmative vote of a majority of the whole Board of Directors of any meeting of the Board, if notice of the proposed amendment is contained in the notice of the meeting. However, the directors may not modify the Bylaws fixing their qualifications, classifications, or term of office.

ARTICLE IX

Rules of Order

The rules contained in the most recent edition of Robert's Rules of Order, newly revised, shall govern all meetings of shareholders and directors where those rules are not inconsistent with the Articles of Incorporation, Bylaws, or other rules of order of this Corporation.

CERTIFICATE OF ADOPTION

The undersigned Secretary of ATTENEX CORPORATION does hereby certify that the above and foregoing Bylaws of said Corporation were adopted by the directors as the Bylaws of said Corporation and that the same do now constitute the Bylaws of this Corporation.

Dated effective as of April 1, 2001.

Connie R. Collingsworth, Secretary

LI Acquisition Company, LLC

ARTICLES OF ORGANIZATION

September 15, 2003

THE UNDERSIGNED, in order to form a limited liability company under and by virtue of the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the "LLC Act"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

FIRST: The name of the limited liability company (which is hereinafter called "Company") is:

LI Acquisition Company, LLC

SECOND: The purpose for which the Company is formed is to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act which the members may from time to time authorize or approve pursuant to the provisions of the Operating Agreement.

The foregoing purpose shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

THIRD: The present address of the principal office of the Company in the State of Maryland is 900 Bestgate Road, Suite 100, Annapolis, MD 21401. The name and address of the resident agent of the Company are CSC-Lawyers Incorporating Service Company, 11 East Chase Street, Baltimore, MD 21202.

FOURTH: The authority of Members to act for the Company solely by virtue of their being members is limited in the manner set forth in the Operating Agreement of the Company.

FIFTH: The Operating Agreement of the Company, and all modifications and amendments thereto, shall be in writing.

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of Section 4A-101(c) of the LLC Act, has signed these Articles of Organization, acknowledging the same to be his act, on the day and year first above written.

AUTHORIZED PERSON:

Theodore I. Pincus

NYS667233.1

SEP. 15. 2003 12:47PM NO. 0930 P. 2

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the page document filed in this office on this date.

9-2-10 3

BY: _____, Custodian

This stamp replaces our previous certification system. Effective: 6/95

3

Exhibit 3.8

LI ACQUISITION COMPANY, LLC

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION

January 20, 2004

THE UNDERSIGNED, in order to amend the articles of organization of LI Acquisition Company, LLC, a Maryland limited liability company (the ***"Company"***), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

Article FIRST of the Articles of Organization of the Company is hereby deleted in its entirety and replaced with the following:

FIRST: The name of the limited liability company (which is hereinafter called the ***"Company"***) is:

Lexecon, LLC

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of Section 4A-101(e) of the Maryland Limited Liability Company Act, has signed these Articles of Amendment to Articles of Organization, acknowledging the same to be his act, on the day and year first above written.

AUTHORIZED PERSON:

Theodore L. Pincus, Treasurer

CUST ID:0001292993
WORK ORDER:0000830617
DATE:01-22-2004 03:46 PM
AMT. PAID:$102.00

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the ... document on file in this office. ... STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: _______________, Custodian

This stamp replaces our previous certification system. Effective: 6/95

9/21/10

2

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID:0002114101
WORK ORDER:0001557139
DATE:04-10-2008 02:47 PM
AMT. PAID:$231.00

LEXECON, LLC

ARTICLES OF AMENDMENT

TO

ARTICLES OF ORGANIZATION

APRIL 7, 2008

The UNDERSIGNED, in order to amend the Articles of Organization of Lexecon, LLC, a Maryland limited liability company (the "Company"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

Article **FIRST** of the Articles of Organization of the Company is hereby deleted in its entirety and replaced by the following:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

Compass Lexecon LLC

IN WITNESS WHEREOF, the UNDERSIGNED, an authorized person within the meaning of Section 4A-101(c) of the Maryland Limited Liability Company Act, has signed these Articles of Amendment to the Articles of Organization, acknowledging the same to be his act, on the date and year first above written.

AUTHORIZED PERSON

By: Eric B. Miller
Eric B. Miller
Senior Vice President

9-2-10

, Custodian

Revised: 6/95

OPERATING AGREEMENT
OF
LI ACQUISITION COMPANY, LLC

THIS OPERATING AGREEMENT (this "***Agreement***"), dated effective as of September 15, 2003, is executed by FTI Consulting, Inc., a Maryland corporation, as the sole member (the "***Member***") of LI Acquisition Company, LLC (the "***Company***").

PRELIMINARY STATEMENT:

The Member desires to form the Company as a limited liability company under the laws of the State of Maryland for the purposes set forth herein and, accordingly, desires to enter into this Agreement in order to regulate and establish the manner in which the business and affairs of the Company shall be managed.

NOW, THEREFORE, the Member hereby acknowledges and agrees that the Operating Agreement of the Company shall be as follows:

ARTICLE I

FORMATION; PURPOSE; TERM; PRINCIPAL OFFICE

Section 1.1 Formation.

The Member has formed the Company as a limited liability company under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the "***LLC Act***").

Section 1.2 Purpose.

The purpose for which the Company is formed is to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act.

Section 1.3 Articles of Organization.

The Member has caused Articles of Organization of the Company (the "***Articles of Organization***") to be executed by an authorized person (within the meaning of Section 4A-101(c) of the LLC Act) and filed for record with the Maryland State Department of Assessments and Taxation ("SDAT") as of the date of this Agreement. The Officers and Board of Managers (*as such terms are defined below*) shall take all necessary action to maintain the Company in good standing as a limited liability company under the LLC Act, including (without limitation) the filing of any certificates of correction, articles of amendment and such other applications and certificates as may be necessary to protect the limited liability of the Member and to cause the

Company to comply with the applicable laws of any jurisdiction in which the Company owns property or does business.

Section 1.4 Term.

The Company shall have perpetual existence beginning on the date that the Articles of Organization were filed and received by the SDAT; *provided, however*, that the Company may be dissolved in accordance with Section 6.1 of this Agreement.

Section 1.5 Principal Office and Resident Agent.

The initial address of the principal office of the Company in the State of Maryland and the name and address of the initial resident agent of the Company in the State of Maryland are as set forth in the Articles of Organization.

ARTICLE II

MEMBER; INTEREST IN THE COMPANY; CAPITAL CONTRIBUTION

Section 2.1 Member and Capital Contribution.

A. The Member's ownership interest in the Company shall be represented by units of limited liability company interest ("***Units***"). An unlimited number of Units is authorized. The Units of the Company shall be of a single class.

B. The Member has acquired 1,000 Units in the Company, representing all of the issued and outstanding Units in the Company on the date hereof.

C. One or more persons may be admitted to the Company from time to time as additional Members upon such terms and subject to such conditions as may be determined by the Board of Managers.

D. A person may be admitted to the Company as a Member without the requirement of becoming a party to this Agreement if such person evidences the intent to become a Member in writing by accepting and agreeing to be bound by the provisions of this Agreement and, with respect to any additional or substitute Members, complies with any other conditions for becoming a Member established by the Board of Managers.

Section 2.2 Capital Contribution.

A. The Member has contributed or will contribute to the capital of the Company cash in the amount set forth on Schedule A, attached hereto and incorporated herein by this reference.

B. Except for the capital contribution of the Member required under Section 2.2.A, the Member shall not be required to make any further capital contributions to the Company or to lend any funds to the Company, although the Member may agree and become obligated to do so.

ARTICLE III

DISTRIBUTIONS

Prior to the dissolution and termination of the Company, cash not needed by the Company for the operation of its business shall be distributed to the Member at such times and in such amounts as shall be determined by the Board of Managers. All such distributions shall be subject to Section 4A-906 of the LLC Act or other applicable law.

ARTICLE IV

MANAGEMENT OF BUSINESS AND AFFAIRS OF THE COMPANY

Section 4.1 Management of Business and Affairs of the Company.

A. The exclusive authority to manage, control and operate the Company shall be vested collectively in the individuals, who need not be Members, elected by the Member as managers of the Company (the "***Managers***"). The initial number of Managers shall be three (3), which number may be increased or decreased by the Member. All powers of the Company may be exercised by or under the authority of the Managers acting collectively, and not individually (the "***Board of Managers***"). All decisions to be made by and all actions to be taken by the Board of Managers shall require the consent of a majority of the Managers. The Board of Managers shall have full and exclusive right, power and authority to manage the affairs of the Company and make all decisions with respect thereto, except for those matters expressly reserved to the Member by this Agreement or the LLC Act. The names of the initial Managers who will serve until their successors are elected and qualify are as follows:

Jack B. Dunn, IV
Stewart J. Kahn
Theodore I. Pincus

B. For purposes of carrying out the business of the Company, the by-laws attached hereto as Exhibit A and incorporated herein by this reference (the "***By-Laws***") are adopted as the By-Laws of the Company.

Section 4.2 Officers.

A. The Board of Managers shall appoint or elect, as set forth in the By-Laws, officers of the Company ("***Officers***") for the purpose of managing the daily operations of the Company. The Officers shall have the powers as set forth in the By-Laws.

B. The names of the initial Officers serving the Company and the capacities in which they shall serve are as follows:

Name	Office
Jack B. Dunn, IV	Chairman of the Board
Stuart J. Kahn	President
Theodore I. Pincus	Vice President, Chief Financial Officer, Treasurer and Secretary
Cheryl Meeks	Assistant Secretary

Section 4.3. Authority of Manager and Officers after Consent of Board of Managers is Obtained.

Each Manager and Officer, by its signature, shall have the authority and right to act for and bind the Company once the consent of the Board of Managers has been obtained with respect to any action or decision affecting the conduct of the business and affairs of the Company.

Section 4.4 No Participation of Member in Business and Affairs of the Company.

The Member shall have no authority or right to act for or bind the Company or to participate in or have any control over Company business, except for such authority to act for and bind the Company as the Board of Managers may, from time to time and in the exercise of its sole discretion, delegate to such Member in writing.

Section 4.5 Indemnification.

A. The Company shall indemnify (i) its Managers and Officers to the fullest extent permitted or authorized by the laws of the State of Maryland now or hereafter in force, including (without limitation) the advance of expenses under the procedures and to the full extent permitted by law, and (ii) other employees and agents of the Company to such extent as shall be authorized by the Board of Managers and is permitted by law. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Board of Managers may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of the Articles of Organization or this Agreement or repeal of any of the provisions thereof shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal. The indemnification shall be payable solely from the assets of the

Company and no Member shall have any personal, corporate or limited liability company liability therefor.

B. To the fullest extent permitted by Maryland statutory or decisional law, as amended or interpreted, no Manager or Officer of the Company shall be personally liable to the Company or any Members for money damages. No amendment of the Articles of Organization or this Agreement, or repeal of any of their respective provisions shall limit or eliminate the limitation on liability provided to the Managers and Officers hereunder with respect to any act or omission occurring prior to such amendment or repeal.

ARTICLE V

TRANSFERS AND WITHDRAWALS

Section 5.1 Transfer of Units.

The Member shall be permitted to endorse, sell, give, pledge, encumber, assign, transfer or otherwise dispose of, voluntarily or involuntarily or by operation of law (hereinafter referred to as "***Transfer***") all or any part of such Member's Units without the consent of any other party. The Member shall be permitted to voluntarily withdraw from the Company as a Member without the consent of any other party.

Section 5.2 Effect of Bankruptcy, Dissolution or Termination of the Member.

Except as required by the LLC Act, the bankruptcy, dissolution, liquidation or termination of the Member shall not cause the termination or dissolution of the Company, and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee or conservator of the Member shall have all the rights of an assignee of the Units of the Member for the purpose of settling or managing the former Member's estate or property.

ARTICLE VI

DISSOLUTION OF THE COMPANY

Section 6.1 Dissolution.

A. The Company shall be dissolved upon the election by the Board of Managers to dissolve and terminate the Company.

B. The Company shall not be dissolved upon the occurrence, with respect to any Member, of any of the events specified under Section 4A-606 of the LLC Act or any other event resulting in a person ceasing to be a Member of the Company.

Section 6.2 Liquidation and Termination.

Upon the dissolution of the Company, the Managers and Officers of the Company shall cause the Company to liquidate by converting the assets of the Company to cash or its equivalent and arranging for the affairs of the Company to be wound up with reasonable speed but with a view towards obtaining fair value for Company assets, and, after satisfaction (whether by payment or by establishment of reserves therefor) of creditors, shall distribute the remaining assets to the Member.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Binding Provisions.

The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Member, Managers, and Officers.

Section 7.2 Separability of Provisions.

Each provision of this Agreement shall be considered separable; and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect any other provisions of this Agreement.

Section 7.3 Rules of Construction.

Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:

(i) References to the singular include the plural, and references to the plural include the singular.

(ii) Words of the masculine gender include correlative words of the feminine and neuter genders.

(iii) The headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction, or effect.

(iv) References to a person include any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(v) Any reference in this Agreement to a particular "Article," "Section" or other subdivision shall be to such Article, Section or subdivision of this Agreement unless the context shall otherwise require.

(vi) Any use of the word "including" in this Agreement shall not be construed as limiting the phrase so modified to the particular items or actions enumerated.

(vii) When any reference is made in this document or any of the schedules or exhibits attached to the Agreement, it shall mean this Agreement, together with all other schedules and exhibits attached hereto, as though one document.

Section 7.4 Entire Agreement; Amendments.

A. This Agreement constitutes the entire agreement with respect to the subject matter hereof.

B. This Agreement and the Articles of Organization may be modified or amended only pursuant to a written amendment adopted by the Board of Managers and approved by the Member. Once an amendment to this Agreement and/or the Articles of Organization has been approved, the proper Officers of the Company shall authorize the preparation and filing, if necessary, of a written amendment to this Agreement and/or the Articles of Organization, as applicable.

Section 7.5 Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to conflict of law principles.

[Signature(s) on following page]

IN WITNESS WHEREOF, the undersigned Member has caused this Agreement to be executed as of the date and year first above written.

WITNESS:

FTI CONSULTING, INC.

By: _____
Name: T. VINCUS
Title: EVP/CFO

OPERATING AGREEMENT
OF
LI ACQUISITION COMPANY, LLC

Name, Address, Units and Capital Contribution of Member

Schedule A

Name and Address	*Capital Contribution*	*Units*
FTI Consulting, Inc. 900 Bestgate Road, Suite 100 Annapolis, MD 21401	$10.00	1,000

OPERATING AGREEMENT
OF
LI ACQUISITION COMPANY, LLC

By-Laws

Exhibit A

ARTICLE I

MEMBER

These By-Laws of LI Acquisition Company, LLC (the "***Company***") are adopted and effective as of September 15, 2003, in accordance with the provisions of that certain Operating Agreement (the "***Operating Agreement***"), of even date herewith, by the Company's sole Member, FTI Consulting, Inc., a Maryland corporation. Capitalized terms not herein defined shall have the meanings ascribed to them in the Operating Agreement.

SECTION 1.01. ACTION BY WRITTEN CONSENT OF MEMBER. Any action required or permitted to be taken by the Member may be taken by executing a written consent which sets forth the action and is signed by the Member.

ARTICLE II

BOARD OF MANAGERS

SECTION 2.01. FUNCTION OF MANAGERS. The business and affairs of the Company shall be managed under the direction of the Board of Managers (the "***Board***"). All powers of the Company may be exercised by or under authority of the Board, except as conferred on or reserved to the Member by the Articles of Organization or Operating Agreement or By-Laws.

SECTION 2.02. NUMBER OF MANAGERS. The number of Managers shall be three; which number may be increased or decreased, provided that such number shall never be less than the minimum number permitted by the General Laws of the State of Maryland now or hereafter in force. The Company shall have the number of Managers provided in the Articles of Organization until changed as herein provided.

SECTION 2.03. ELECTION AND TENURE OF MANAGERS. On the anniversary date of the execution of the Operating Agreement, the Member shall elect Managers to hold office until the next anniversary and until their successors are elected and qualified.

SECTION 2.04. REMOVAL OF MANAGER. Unless the Articles of Organization or Operating Agreement provides otherwise, the Member may remove any Manager, with or without cause.

SECTION 2.05. VACANCY ON BOARD. The Member may elect a successor to fill a vacancy on the Board which results for any reason. A Manager elected by the Member to fill a vacancy which results from the removal of a Manager serves for the balance of the term of the removed Manager.

SECTION 2.06. REGULAR MEETINGS. After each annual election of the Managers by the Member, the Board, if more than one individual comprises the Board, shall meet as soon as practicable for the purpose of organization and the transaction of other business. Any other regular meeting of the Board shall be held on such date and at any place as may be designated from time to time by the Board.

SECTION 2.07. SPECIAL MEETINGS. Special meetings of the Board may be called at any time by the President or by a majority of the Board by vote at a meeting, or in writing with or without a meeting. A special meeting of the Board shall be held on such date and at any place as may be designated from time to time by the Board. In the absence of designation, such meeting shall be held at such place as may be designated in the call.

SECTION 2.08. NOTICE OF MEETING. Except as provided in Section 2.06 hereof, the Secretary shall give notice to each Manager of each regular and special meeting of the Board. The notice shall state the time and place of the meeting. Notice is given to a Manager when it is delivered personally to him or her, left at his or her residence or usual place of business, or sent by telegraph, facsimile transmission or telephone, at least twenty-four (24) hours before the time of the meeting or, in the alternative by mail to his or her address as it shall appear on the records of the Company, at least seventy-two (72) hours before the time of the meeting. Unless the By-Laws or a resolution of the Board provides otherwise, the notice need not state the business to be transacted at or the purposes of any regular or special meeting of the Board. No notice of any meeting of the Board need be given to any Manager who attends, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, or to any Manager who, in a writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

SECTION 2.09. ACTION BY MANAGERS. Unless the Articles of Organization or Operating Agreement requires a greater proportion, the action of a majority of the Managers present at a meeting at which a quorum is present is action of the Board. A majority of the entire Board shall constitute a quorum for the transaction of business. In the absence of a quorum, the Managers present by majority vote and without notice other than by announcement may adjourn the meeting from time to time until a quorum shall be present. At any such adjourned meeting at

which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting, if a written consent which sets forth the action is signed by at least a majority of the Managers, and is filed with the minutes of proceedings of the Board.

SECTION 2.10. MEETING BY CONFERENCE TELEPHONE. Managers may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting.

SECTION 2.11. ACTION BY WRITTEN CONSENT OF BOARD. Any action required or permitted to be taken by the Board at a regular or special meeting in accordance with Sections 2.06 and 2.07 may be taken without a meeting by executing a unanimous written consent of the Board which sets forth the action and is signed by all of the Managers.

ARTICLE III

OFFICERS

SECTION 3.01. EXECUTIVE AND OTHER OFFICERS. The Company shall have a Chairman of the Board, a President, a Secretary, and a Treasurer. The Board shall designate who shall serve as chief executive officer, who shall have general supervision of the business and affairs of the Company, and may designate a chief operating officer, who shall have supervision of the operations of the Company. In the absence of any designation, the Chairman of the Board shall serve as chief executive officer and and the President shall serve as chief operating officer. The Company may also have a General Counsel, a Chief Financial Officer, one or more Vice-Presidents, assistant officers, and subordinate officers as may be established by the Board. A person may hold more than one office in the Company, except that no person may serve concurrently as both President and Vice-President of the Company. The Officers may also be, but do not need to be, Managers.

SECTION 3.02. CHAIRMAN OF THE BOARD. Unless otherwise provided by resolution of the Board, the Chairman of the Board shall preside at all meetings of the Board at which he or she shall be present. Unless otherwise specified by the Board, the Chairman of the Board shall be the chief executive officer of the Company and shall perform the duties customarily performed by chief executive officers.

SECTION 3.03. PRESIDENT. Unless otherwise specified by the Board, the President shall be the chief operating officer of the Company and shall perform the duties customarily performed by chief operating officers. The President may execute, in the name and on behalf of the Company, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Company. In general, the President shall perform such other duties

customarily performed by a president of a corporation and shall perform such other duties and have such other powers as are from time to time assigned to him or her by the Board or the chief executive officer of the Company.

SECTION 3.04. VICE-PRESIDENTS. The Vice-President or Vice-Presidents, at the request of the chief executive officer or the President, or in the President's absence or during his or her inability to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. If there is more than one Vice-President, the Board may determine which one or more of the Vice-Presidents shall perform any of such duties or exercise any of such functions, or if such determination is not made by the Board, the chief executive officer or the President may make such determination; otherwise any of the Vice-Presidents may perform any of such duties or exercise any of such functions. Each Vice-President shall perform such other duties and have such other powers, and have such additional descriptive designations in their titles (if any), as are from time to time assigned to them by the Board, the chief executive officer, or the President.

SECTION 3.05. SECRETARY. The Secretary shall keep the minutes of the meetings of the Board and of any committees, in books provided for the purpose; he or she shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law; he or she shall be custodian of the records of the Company; he or she may witness any document on behalf of the Company, the execution of which is duly authorized, see that the corporate seal is affixed where such document is required or desired to be under its seal, and, when so affixed, may attest the same. In general, the Secretary shall perform such other duties customarily performed by a secretary of a corporation, and shall perform such other duties and have such other powers as are from time to time assigned to him or her by the Board, the chief executive officer, or the President.

SECTION 3.06. TREASURER. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Company, and shall deposit, or cause to be deposited, in the name of the Company, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board; he or she shall render to the President and to the Board, whenever requested, an account of the financial condition of the Company. In general, the Treasurer shall perform such other duties customarily performed by a treasurer of a corporation, and shall perform such other duties and have such other powers as are from time to time assigned to him or her by the Board, the chief executive officer, or the President.

SECTION 3.07. ASSISTANT AND SUBORDINATE OFFICERS. The assistant and subordinate officers of the Company are all officers below the office of Vice-President, Secretary, or Treasurer. The assistant or subordinate officers shall have such duties as are from time to time assigned to them by the Board, the chief executive officer, or the President.

SECTION 3.08. ELECTION, TENURE AND REMOVAL OF OFFICERS. The Board shall elect the officers of the Company. The Board may from time to time authorize any committee or

officer to appoint assistant and subordinate officers. Election or appointment of an officer, employee or agent shall not of itself create contract rights. All officers shall be appointed to hold their offices, respectively, during the pleasure of the Board. The Board (or, as to any assistant or subordinate officer, any committee or officer authorized by the Board) may remove an officer at any time. The removal of an officer shall not prejudice any of his or her contract rights. The Board (or, as to any assistant or subordinate officer, any committee or officer authorized by the Board) may fill a vacancy which occurs in any office for the unexpired portion of the term.

SECTION 3.09. COMPENSATION. The Board shall have power to fix the salaries and other compensation and remuneration, of whatever kind, of all officers of the Company. No officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Manager. The Board may authorize any committee or officer, upon whom the power of appointing assistant and subordinate officers may have been conferred, to fix the salaries, compensation and remuneration of such assistant and subordinate officers.

ARTICLE IV

FINANCE

SECTION 4.01. CHECKS, DRAFTS, ETC. The bank accounts of the Company shall be maintained in accounts in the name of the Company under its tax identification number in such banking institutions as the Board of Managers shall determine. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Company, shall be signed by such Officers as may be authorized by the Board of Managers from time to time.

SECTION 4.02. ANNUAL STATEMENT OF AFFAIRS. The President or other appropriate Officer shall prepare annually a full and correct statement of the affairs of the Company, to include a balance sheet and a financial statement of operations for the preceding fiscal year. The statement of affairs shall be submitted to the Member within ninety (90) days of the end of each fiscal year and shall be placed on file at the Company's principal office.

SECTION 4.03. FISCAL YEAR. The fiscal year of the Company shall be the 12 calendar month period ending December 31 in each year, unless otherwise provided by the Board.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. BOOKS AND RECORDS. The Company shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of the Member and the Board. The books and records of the Company may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction.

The original or a certified copy of these By-Laws shall be kept at the principal office of the Company.

SECTION 5.02. CORPORATE SEAL. The Board shall provide a suitable seal, bearing the name of the Company, which shall be in the charge of the Secretary. The Board may authorize one or more duplicate seals and provide for the custody thereof. If the Company is required to place its corporate seal to a document, it is sufficient to meet the requirement of any law, rule, or regulation relating to a corporate seal to place the word "(seal)" adjacent to the signature of the person authorized to sign the document on behalf of the Company.

SECTION 5.03. EXECUTION OF DOCUMENTS. A person who holds more than one office in the Company may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one officer.

SECTION 5.04. AMENDMENTS. Any and all provisions of these By-Laws may be altered or repealed and new by-laws may be adopted by the Board at any regular or special meeting thereof or by written consent in accordance with Section 2.11.

OPERATING AGREEMENT
OF
LEXECON, LLC

AMENDMENT NO. 1 TO BY-LAWS

Pursuant to Article III of the By-Laws filed as Exhibit A to the Operating Agreement of Lexecon, LLC, (the ***"Company"***); the By-Laws have been amended as follows:

1. Article III, Section 3.01 is deleted in its entirety and replaced with the following:

   "SECTION 3.01. Executive and Other Officers.The Company may have a Chairman of the Board, a President, a Secretary and a Treasurer. The Board shall designate who shall serve as chief executive officer, who shall have general supervision of the business and affairs of the Company, and may designate a chief operating officer, who shall have supervision of the operations of the Company. In the absence of any designation, the Chairman of the Board shall serve as the chief executive officer, and the President shall serve as chief operating officer. The Company may also have a General Counsel, a Chief Financial Officer, one or more Vice Presidents, assistant officers, subordinate officers, and any other class of officers, as may be established by the Board, including, those with the title of "senior managing director." The Board may grant to the Chairman, chief executive officer, the president and any other officer it shall designate from time to time the authority to appoint members of a class of officer of the Company, subject to such conditions, if any, it shall determine. A person may hold more than one office in the Company, except that no person may serve concurrently as both President and Vice President of the Company. The Officers may also be, but do not need to be, Managers."

2. Article III, Section 3.08 is deleted in its entirety and replaced with the following:

   "SECTION 3.08. Election, Tenure and Removal of Officers. The Board shall elect the officers of the Company. The Board may from time to time authorize any committee or officer to appoint assistant officers, subordinate officers and class of officer designated by the Board. Election or appointment of an officer, employee or agent shall not of itself create contract rights. All officers shall be appointed to hold their offices, respectively, during the pleasure of the Board. The Board (or as to any assistant officer, subordinate officer or class of officer, any committee or officer authorized by the Board), may remove an officer at any time. The removal of an officer shall not prejudice his or her contract rights. The

Board, (or as to any assistant officer, subordinate officer or class of officer, any committee or officer authorized by the Board), may fill a vacancy which occurs in any office for the unexpired portion of the term."

The undersigned, being the Secretary of the corporation, hereby certifies that this Amendment No. 1 to the By-Laws of the Company has been duly adopted by the board of directors of the corporation effective as of May 19, 2004.

Joanne F. Catanese, Secretary

AMENDMENT NO. 1 TO OPERATING AGREEMENT

THIS AMENDMENT No. 1 to the OPERATING AGREEMENT of Compass Lexecon LLC (f/k/a Lexecon, LLC and prior to that LI Acquisition Company, LLC), a Maryland limited liability company (the ***"Company"***), is made and entered into as of this 26 day of February 2010 (this "***Amendment***"), amending the Operating Agreement of the Company made and entered into as of September 15, 2003, as amended from time to time (the "***Operating Agreement***"), by FTI Consulting, Inc., a Maryland corporation, the sole member of the Company (the ***"Member"***).

RECITALS

WHEREAS, the Company is a limited liability company that was formed under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the ***"Act"***) pursuant to Articles of Organization filed with the Maryland State Department of Assessments and Taxation (***"SDAT"***) on September 15, 2003; and

WHEREAS, the Company changed its name from LI Acquisition Company, LLC to "Lexecon, LLC" by filing Articles of Amendment to its Articles of Organization pursuant to the Act with SDAT on January 21, 2004; and the Member desires to amend the Operating Agreement to reflect the name change of the Company; and

WHEREAS, the Company did not amend the Operating Agreement to reflect the name change of the Company to "Lexecon, LLC"; and

WHEREAS, the Company changed its name from Lexecon, LLC to "Compass Lexecon LLC" by filing Articles of Amendment to its Articles of Organization pursuant to the Act with SDAT on April 9, 2008; and

WHEREAS, the Member desires to amend the Operating Agreement to reflect the name change of the Company to "Compass Lexecon LLC."

PROVISIONS

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the Member agrees as follows:

1. **Amendment to Section 1.** Section 1 of the Operating Agreement is hereby amended and restated in its entirety as follows:

   "1. Name. The name of the Company is:

   COMPASS LEXECON LLC"

IN WITNESS WHEREOF, the undersigned Sole Member of the Company through its duly authorized officer has executed this Amendment as of the day and year first written above.

MEMBER:

FTI CONSULTING, INC.

By: _____

Name: Eric B. Miller
Title: Executive Vice President and General Counsel

ARTICLES OF INCORPORATION
OF
COMPETITION POLICY ASSOCIATES, INC.

TO: Department of Consumer and Regulatory Affairs
Business Regulation Administration
Corporations Division
941 North Capitol Street, N.E.
Washington, D.C. 20002

I, the undersigned natural person of the age of twenty-one (21) years or more, acting as incorporator of a corporation under the Business Corporation Act (the "Act"), codified as Title 29, Chapter 1 of the District of Columbia Code, adopt the following Articles of Incorporation:

FIRST: The name of the Corporation is: **COMPETITION POLICY ASSOCIATES, INC.** (hereinafter referred to as the "Corporation")

SECOND: The period of its duration is perpetual.

THIRD: The purposes for which the Corporation is organized are as follows:

(a) To engage in competition policy analysis and consulting.

(b) The Corporation is further authorized to have and exercise any and all powers or privileges now or hereafter conferred by the laws of the District of Columbia upon corporations formed under the Act, or under any Act amendatory thereof or supplemental thereto.

FOURTH: The total number of shares of capital stock which the Corporation has authority to issue is five thousand (5,000) shares, without par value. The shares are divided into two classes: Class A consists of 2,500 shares of voting stock and Class B consists of 2,500 shares of non-voting stock.

The following is a description of each class of stock of the Corporation with the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption of each class:

(a) Except as hereinafter provided with respect to voting powers and the right of notice of meetings, the Class A common stock and the Class B common stock of the Corporation shall be identical in all respects.

(b) With respect to voting powers, except as otherwise required by the Act, the holders of Class A common stock shall possess all voting powers for all purposes, including, by

way of illustration and not of limitation, the election of directors, and the holders of Class B common stock shall have no voting power whatsoever, and, except as provided in the Act, no holder of Class B common stock shall vote on or otherwise participate in any proceedings in which actions shall be taken by the Corporation or the shareholders thereof or be entitled to notification as to any meeting of the Board of Directors or the shareholders.

FIFTH: The Corporation will not commence business until at least One Thousand Dollars ($1,000.00) has been received as initial capitalization.

SIXTH: Provisions limiting or denying to shareholders the preemptive right to acquire additional shares of the Corporation are:

> No holder of stock shall be entitled as a matter of right to subscribe for or purchase any part of any new or additional issue of stock of any class, whether now or hereafter authorized or whether issued for money, for a consideration other than money, or by way of dividend.

SEVENTH: The provisions for the regulation of the internal affairs of the Corporation are to be stated in the Bylaws of the Corporation, as the same may be amended from time to time.

EIGHTH: The address, including street and number, of the initial registered office of the Corporation is 3321 McKinley Street, N.W. Washington, D.C. 20015, and the name of the initial registered agent at such address is Peter Orszag.

NINTH: The number of directors constituting the initial Board of Directors of the Corporation is four (4), and the names and addresses, including street and number, of the persons who are to serve as the Directors until the first annual meeting of shareholders or until their successors are elected and have qualified are:

NAME	ADDRESS
Margaret Guerin-Calvert	10112 New London Drive Potomac, Maryland 20854
Janusz Ordover	131 Hemlock Hill Road New Canaan, Connecticut 06840
Robert Willig	220 Ridgeview Road Princeton, New Jersey 08540
Jonathan Orszag	1 Northstar Street, #PH1 Marina del Rey, California 90292

TENTH: The name and address, including street and number, of the incorporator is:

NAME	ADDRESS
Margaret Guerin-Calvert	10112 New London Drive Potomac, Maryland 20854

Dated: December 15, 2002

Margaret Guerin-Calvert
INCORPORATOR

BY-LAWS
OF
COMPETITION POLICY ASSOCIATES, INC.

ARTICLE I

OFFICES

The Corporation may have such office(s) at such place(s), both within and without the District of Columbia, as the Board of Directors from time to time determines or as the business of the Corporation from time to time requires.

ARTICLE II

MEETINGS OF THE STOCKHOLDERS

Section 1. Annual Meetings. Annual meetings of the Stockholders shall be held at least once each calendar year at such time and place (within or without the District of Columbia) as is designated from time to time by the Board of Directors and stated in the notice of the meeting. At each annual meeting the stockholders shall elect a Board of Directors and shall transact such other business as may properly be brought before the meeting.

Section 2. Special Meetings. Unless otherwise prescribed by law, the Articles of Incorporation or these By-laws, special meetings of the stockholders for any purpose or purposes may be called by the Chairman of the Board, if any, or by the President or Secretary upon the written request of a majority of the total number of directors of the Corporation or of holders owning not less than one-fifth (1/5) of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at any such meeting. Requests for special meetings shall state the purpose or purposes of the proposed meeting.

Section 3. Notices of Annual and Special Meetings.

(a) Except as otherwise provided by law, the Articles of Incorporation or these By-laws, written notice of any annual or special meeting of the stockholders shall state the place, date and time thereof and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and shall be given to each stockholder of record entitled to vote at such meeting not less than ten (10) nor more than fifty (50) days prior the meeting.

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* As adopted by the Board of Directors on January 29, 2003.

(b) Notice of any meeting of stockholders (whether annual or special) to act upon an amendment of the Articles of Incorporation, a reduction of stated capital or a plan of merger, consolidation or sale of all or substantially all of the Corporation's assets shall be given to each stockholder of record entitled to vote at such meeting not less than twenty (20) nor more than fifty (50) days before the date of such meeting. Any such notice shall be accompanied by a copy of the proposed amendment or plan of reduction, merger, consolidation or sale.

Section 4. List of Stockholders. At least ten (10) days (but not more than fifty (50) days) before any meeting of the stockholders, the officer or transfer agent in charge of the stock transfer books of the Corporation shall prepare and make a complete alphabetical list of the stockholders entitled to vote at such meeting, which list shows the address of each stockholder. The list so prepared shall be maintained at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held, and shall be open to inspection by any stockholder, for any purpose germane to the meeting, during ordinary business hours during a period of no less than ten (10) days prior to the meeting. The list also shall be produced and kept open at the meeting (during the entire duration thereof) and, except as otherwise provided by law, may be inspected by any stockholder or proxy of a stockholder who is present in person at such meeting.

Section 5. Presiding Officers; Order of Business.

(a) Meetings of the stockholders shall be presided over by the Chairman of the Board, if any, or, if the Chairman is not present (or, if there is none), by the President, or, if the President is not present, by a Vice President, or if a Vice President is not present, by such person who is chosen by the Board of Directors, or, if none, by a chairperson to be chosen at the meeting by stockholders present in person or by proxy who own a majority of the shares of capital stock of the Corporation entitled to vote and represented at such meeting. The secretary of meetings shall be the Secretary of the Corporation, or, if the Secretary is not present, an Assistant Secretary, or, if an Assistant Secretary is not present, such person as may be chosen by the Board of Directors, or, if none, by such person who is chosen by the Chairperson at the meeting.

(b) The following order of business, unless otherwise ordered at the meeting by the Chairperson thereof, shall be observed as far as practicable and consistent with the purposes of the meeting:

(1) Call of the meeting to order.

(2) Presentation of proof of mailing of notice of the meeting and, if the meeting is a special meeting, the call thereof.

(3) Presentation of proxies.

(4) Determination and announcement that a quorum is present.

(5) Reading and approval (or waiver thereof) of the minutes of the previous meeting.

(6) Reports, if any, of officers.

(7) Election of directors, if the meeting is an annual meeting or a meeting called for such purpose.

(8) Consideration of the specific purpose or purposes for which the meeting has been called (other than the election of directors).

(9) Transaction of such other business as may properly come before the meeting.

(10) Adjournment.

Section 6. Quorum; Adjournments.

(a) The holders of a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at any given meeting present in person or by proxy shall be necessary to and shall constitute a quorum for the transaction of business at all meetings of the stockholders, except as otherwise provided by law or by the Articles of Incorporation.

(b) If a quorum is not present in person or by proxy at any meeting of stockholders, the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting, if the time and place thereof are announced at the meeting at which the adjournment is taken, until a quorum is present in person or by proxy.

(c) Even if a quorum is present in person or by proxy at any meeting of stockholders, the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time for good cause, without notice of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, until a date which is not more than thirty (30) days after the date of the original meeting.

(d) Any business which might have been transacted at a meeting as originally called may be transacted at any meeting held after adjournment as provided in this Section 6 at which reconvened meeting a quorum is present in person or by proxy. Anything in paragraph (b) of this Section 6 to the contrary notwithstanding, if an adjournment is for more than thirty (30) days, or if after an adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 7. Voting.

(a) At any meeting of stockholders every stockholder having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise provided by law or by the Articles of Incorporation, each stockholder of record shall be entitled to one vote (on each matter submitted to a vote) for each share of capital stock registered in his, her or its name on the books of the Corporation.

(b) All elections of directors, and except as otherwise provided by law or by the Articles of Incorporation, all other matters, shall be determined by a vote of a majority of the shares present in person or represented by proxy and voting on such other matters.

Section 8. Action by Consent. Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a written consent in lieu of such meeting, which consent sets forth the action so taken, is signed before or after such action by all of the stockholders entitled to vote with respect to the subject matter thereof. All written consents shall be filed with the minutes of the stockholders.

ARTICLE III

DIRECTORS

Section 1. General Powers; Number; Tenure. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors, which may exercise all powers of the Corporation and perform or authorize the performance of all lawful acts and things which are not by law, the Articles of Incorporation or these By-laws directed or required to be exercised or performed by the stockholders. The number of directors of the Corporation shall be four (4). The number of directors may be increased or decreased from time to time by amendment to these Bylaws, but the number of directors may not be not less than one (1) nor more than seven (7). The directors shall be elected at the annual meeting of the stockholders (except as otherwise provided in Section 2 of this Article III), and each director elected shall hold office until the next succeeding annual meeting of the stockholders or until his successor has been elected and has qualified. Directors need not be stockholders nor residents of the District of Columbia.

Section 2. Vacancies.

Any directorship to be filled by reason of an increase in the number of directors may be filled by election at any annual meeting or at a special meeting of shareholders entitled to vote called for that purpose. Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of directors may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the un-expired term of his predecessor in office.

Section 3. Removal; Resignation.

(a) Except as otherwise provided by law, the Articles of Incorporation or these By-laws, at any meeting of the stockholders called expressly for such purpose any director may be removed, with or without cause, by a vote of stockholders holding a majority of the shares issued and outstanding and entitled to vote at an election of directors.

(b) Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, the President, or the Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect upon delivery thereof to the Board of Directors or the designated officer. A resignation need not be accepted in order for it to be effective.

Section 4. Place of Meeting. The Board of Directors may hold both regular and special meetings either within or without the District of Columbia, at such place as the Board from time to time deems available.

Section 5. Annual Meeting. The annual meeting of each newly elected Board of Directors shall be held as soon as is practicable (but in no event more than ten (10) days) following the annual meeting of stockholders, and no notice to the newly elected directors of such meeting shall be necessary for such meeting to be lawful, provided a quorum is present thereat.

Section 6. Regular Meetings. Additional regular meetings of the Board of Directors may be held without notice, at such time and place as from time to time may be determined by the Board of Directors.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or by the President or by any two (2) directors upon two (2) days' notice to each director if such notice is delivered personally or sent by telegram, or upon five (5) days' notice if sent by mail.

Section 8. Quorum; Adjournments. A majority of the number of directors then in office shall constitute a quorum for the transaction of business at each and every meeting of the Board of Directors, and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as may otherwise specifically be provided by law, the Articles of Incorporation or these By-laws. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 9. Compensation. Directors shall be entitled to such compensation for their services as directors as from time to time may be fixed by the Board of Directors and in any event shall be entitled to reimbursement of all reasonable expenses incurred by them in attending directors' meetings. Any director may waive compensation for any meeting. No director who receives compensation as a director shall be barred from serving the Corporation in any other

capacity or from receiving compensation and reimbursement of reasonable expenses for any or all such other services.

Section 10. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting and without prior notice if a written consent in lieu of such meeting which sets forth the action so taken is signed either before or after such action by all directors. All written consents shall be filed with the minutes of the Board's proceedings.

Section 11. Meetings by Telephone or Similar Communications. The Board of Directors may participate in meetings by means of conference telephone or similar communications equipment, whereby all directors participating in the meeting can hear each other at the same time, and participation in any such meeting shall constitute presence in person by such director at such meeting. A written record shall be made of all actions taken at any meeting conducted by means of a conference telephone or similar communications equipment.

ARTICLE IV

COMMITTEES

Section 1. Executive Committees.

(a) By resolution duly adopted by a majority of the whole Board, the Board of Directors may designate two or more directors to constitute an Executive Committee. One of such directors shall be designated as Chairman of the Executive Committee. Each member of the Executive Committee shall continue as a member thereof until the expiration of his term as a director, or until his earlier resignation from the Executive Committee, in either case unless sooner removed as a member of the Executive Committee or as a director by any means authorized by these By-laws.

(b) The Executive Committee shall have and may exercise all of the rights, powers and authority of the Board of Directors, except as expressly limited by the Business Corporation Act of the District of Columbia, as amended from time to time.

(c) The Executive Committee shall fix its own rules of procedure and shall meet at such time and at such place or places as may be provided by its rules. The Chairman of the Executive Committee, or, in the absence of a Chairman a member of the Executive Committee chosen by a majority of the members present, shall preside at meetings of the Executive Committee, and another member thereof chosen by the Executive Committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the members thereof shall be required for any action of the Executive Committee. The Executive Committee shall keep minutes of its meetings and deliver such minutes to the Board of Directors.

Section 2. Other Committees. The Board of Directors, by resolution duly adopted by a majority of directors at a meeting at which a quorum is present, may appoint such other

committee or committees as it shall deem advisable and with such limited authority as the Board of Directors shall from time to time determine.

Section 3. Other Provisions Regarding Committees.

(a) The Board of Directors shall have the power at any time to fill vacancies in, change the membership of, or discharge any committee.

(b) Members of any committee shall be entitled to such compensation for their services as such as from time to time may be fixed by the Board of Directors and in any event shall be entitled to reimbursement of all reasonable expenses incurred in attending committee meetings. Any member of a committee may waive compensation for any meeting. No committee member who receives compensation as a member of any one or more committees shall be barred form serving the Corporation in any other capacity or from receiving compensation and reimbursement of reasonable expenses for any or all such other services.

(c) Unless prohibited by law, the provisions of Section 10 ("Action by Consent") and Section 11 ("Meetings by Telephone or Similar Communications") of Article III shall apply to all committees from time to time created by the Board of Directors.

ARTICLE V

OFFICERS

Section 1. Positions. The officers of the Corporation shall be chosen by the Board of Directors and shall consist of a President, one or more Vice Presidents (if and to the extent required by law or if not required, if the Board of Directors from time to time appoints a Vice President or Vice Presidents), a Secretary and a Treasurer. Only the President need be a director. The Board of Directors also may choose a Chairman of the Board, one or more Assistant Secretaries and/or Assistant Treasurers and such other officers and/or agents as the Board from time to time deems necessary or appropriate. The Board of Directors may delegate to the President of the Corporation the authority to appoint any officer or agent of the Corporation and to fill a vacancy other than the Chairman of the Board, President, Secretary or Treasurer. The election or appointment of any officer of the Corporation in itself shall not create contract rights for any such offer. All officers of the Corporation shall exercise such powers and perform such duties as from time to time shall be determined by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary and of President and Vice President.

Section 2. Term of Office: Removal. Each officer of the Corporation shall hold office at the pleasure of the Board and any officer may be removed, with or without cause, at any time by the affirmative vote of a majority of the directors then in office, provided that any officer appointed by the President pursuant to authority delegated to the President by the Board of Directors may be removed, with or without cause, at any time whenever the President in his or her absolute discretion shall consider that the best interests of the Corporation shall be served by

such removal. Removal of an officer by the Board or by the President, as the case may be, shall not prejudice the contract rights, if any, of the person so removed. Vacancies (however caused) in any office may be filled for the un-expired portion of the term by the Board of Directors (or by the President in the case of a vacancy occurring in an office to which the President has been delegated the authority to make appointments).

Section 3. Compensation. The salaries of all officers of the Corporation shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary by reason of the fact that he also receives from the Corporation compensation in any other capacity.

Section 4. Chairman of the Board. The Chairman of the Board (if the Board of Directors so deems advisable and selects one) shall be an officer of the Corporation and, subject to the direction of the Board of Directors, shall perform such executive, supervisory and management functions and duties as from time to time may be assigned to him or her by the Board. The Chairman of the Board, if present, shall preside at all meetings of the stockholders and all meetings of the Board of Directors.

Section 5. President. The President shall be the chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall have general charge of the business, affairs and property of the Corporation and general supervision over its other officers and agents. In general, the President shall perform all duties incident to the office of President of a stock corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. Unless otherwise prescribed by the Board of Directors, the President shall have full power and authority on behalf of the Corporation to attend, act and vote at any meeting if security holders of other corporations in which the corporation may hold securities. At any such meeting the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities which the Corporation possesses and has the power to exercise. The Board of Directors from time to time may confer like powers upon any other person or persons.

Section 6. Vice Presidents. In the absence or disability of the President, the Vice President, if any (or in the event there is more than one, the Vice Presidents in the order designated, or in the absence of any designation, in the order of their election), shall perform the duties and exercise the powers of the President. The Vice President(s) also generally shall assist the President and shall perform such other duties and have such other powers as from time to time may be prescribed by the Board of Directors.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and of the stockholders and shall record all votes and the proceedings of all meetings in a book to be kept for such purposes. The Secretary also shall perform like duties for the Executive Committee or other committees, if required by any such committee. The Secretary shall give (or cause to be given) notice of all meetings of the stockholders and all special meetings of the Board of Directors and shall perform such other duties as from time to time may be prescribed by the Board of Directors, the Chairman of the Board or the President. The

Secretary shall have custody of the seal of the Corporation, shall have authority (as shall any Assistant Secretary) to affix the same to any instrument requiring it, and to attest the seal by his or her signature. The Board of Directors may give general authority to officers other than the Secretary or any Assistant Secretary to affix the seal of the Corporation and to attest the affixing thereof by his or her signature.

Section 8. Assistant Secretary. The Assistant Secretary, if any (or in the event there is more than one, the Assistant Secretaries in the order designated, or in the absence of any designation, in the order of their election), in the absence or disability of the Secretary, shall perform the duties and exercise the powers of the Secretary. The Assistant Secretary(ies) shall perform such other duties and have such other powers as from time to time may be prescribed by the Board of Directors.

Section 9. Treasurer. The Treasurer shall have the custody of the corporate funds, securities, other similar valuable effects, and evidences of indebtedness, shall keep books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as from time to time may be ordered by the Board of Directors from time to time and shall render to the Chairman of the Board, the President and the Board of Directors, at regular meetings of the Board or whenever any of them may so require, an account of all transactions and of the financial condition of the Corporation.

Section 10. Assistant Treasurer. The Assistant Treasurer, if any (or in the event there is more than one, the Assistant Treasurers in the order designated, or in the absence of any designation, in the order of their election), in the absence or disability of the Treasurer, shall perform the duties and exercise the powers of the Treasurer. The Assistant Treasurer(s) shall perform such other duties and have such other powers as from time to time may be prescribed by the Board of Directors.

ARTICLE VI

NOTICES

Section 1. Form; Delivery. Any notice required or permitted to be given to any director, officer, stockholder or committee member shall be given in writing, either personally or by first-class mail with postage prepaid, in either case addressed to the recipient at his or her address as it appears in the records of the Corporation. Personally delivered notices shall be deemed to be given at the time they are delivered at the address of the named recipient as it appears in the records of the Corporation, and mailed notices shall be deemed to be given at the time they are deposited in the United States mail. Notice to a director also may be given by telegram sent to his address as it appears on the records of the Corporation and shall be deemed given at the time delivered at such address.

Section 2. Waiver; Effect of Attendance. Whenever any notice is required to be given by law, the Articles of Incorporation or these By-laws, a written waiver thereof, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall

be the equivalent of the giving of such notice. In addition, any stockholder who attends a meeting of stockholders in person, or who is represented at such meeting by a proxy, or any director or committee member who attends a meeting of the Board of Directors or a committee thereof, shall be deemed to have had timely and proper notice of the meeting, unless such stockholder (or his or her proxy) or director or committee member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

ARTICLE VII

INDEMNIFICATION AND EXCULPATION: TRANSACTIONS WITH AFFILIATED PERSONS

Section 1. Indemnification and Exculpation. Reference is hereby made to Section 29-304(16) of the Business Corporation Act of the District of Columbia (or any successor provision thereto). The Corporation shall indemnify each person who may be indemnified (the "Indemnitees") pursuant to such section, to the full extent permitted thereby. In each and every situation where the Corporation may do so under such section, the Corporation hereby obligates itself to so indemnify the Indemnitees, and in each case, if any, where the Corporation must make certain investigations on a case-by-case basis prior to indemnification, the Corporation hereby obligates itself to pursue such investigations diligently, it being the specific intention of these By-laws to obligate the Corporation to indemnify each person whom it may indemnify to the fullest extent permitted by law at any time and from time to time. To the extent not prohibited by Section 29-304 of the Business Corporation Act of the District of Columbia (or any other provision of the Business Corporation Act of the District of Columbia), the officers and directors of the Corporation shall not be liable to the Corporation for any mistake or misjudgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

Section 2. Common or Interested Officers and Directors. The officers and directors shall exercise their powers and duties in good faith and with a view to the best interests of the Corporation. No contract or other transaction between the Corporation and one or more of its officers or directors, or between the Corporation and any corporation, firm, association, or other entity in which one or more of the officers or directors of the Corporation are officers or directors, or are pecuniarily or otherwise interested, shall be either void or voidable because of such common directorate, officership or interest, because such officers or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies the contract or transaction, or because his, her or their votes are counted for such purpose, if (unless otherwise prohibited by law) any of the conditions specified in the following paragraphs exist:

(a) the material facts of the common directorate or interest or contract or transaction are disclosed or known to the Board of Directors or Committee thereof and the Board or Committee authorizes or ratifies such contract or transaction in good faith by the

affirmative vote of a majority of the disinterested directors, even though the number of such disinterested directors may be less than a quorum; or

(b) the material facts of the common directorate, interest, contract or transaction are disclosed or known to the stockholders entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) the contract or transaction is fair and commercially reasonable to the Corporation at the time it is authorized, approved or ratified by the Board, a Committee thereof, or the stockholders, as the case may be.

Common or interested directors may be counted in determining whether a quorum is present at any meeting of the Board of Directors or Committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he, she or they were not such officers or directors of such other corporation or were not so interested.

ARTICLE VIII

STOCK CERTIFICATES

Section 1. Form; Signatures. Each stockholder who has fully paid for any stock of the Corporation shall be entitled to receive a certificate representing such shares, and such certificate shall be signed by the Chairman of the Board (if any) or the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation. Signatures on the certificate may be facsimile, in the manner prescribed by law. Each certificate shall exhibit on its face the number and class (and series, if any) of the shares it represents. Each certificate also shall state upon its face the name of the person to whom it is issued and that the Corporation is organized under the laws of the District of Columbia. Each certificate may (but need not) be sealed with the seal of the Corporation or facsimile thereof. In the event any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate ceases to be such officer, transfer agent or registrar before the certificate is issued, the certificate nevertheless may be issued by the Corporation with the same effect as if such person were such officer at the date of issue of the certificate. All stock certificates representing shares of capital stock which are subject to restrictions on transfer or to other restrictions may have imprinted thereon a notation of such restriction.

Section 2. Registration of Transfer. Upon surrender to the Corporation or to any transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation, or its transfer agent, shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon the Corporation's books.

Section 3. Registered Stockholders. Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person who is registered on its books as the owner of shares of its capital stock to receive dividends or other distributions (to the extent otherwise distributable or distributed), to vote (in the case of voting stock) as such owner, and to hold liable for calls and assessments a person who is registered on its books as the owner of shares of its capital stock. The Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person. The Corporation (and its transfer agent) shall not be required to send notices or dividends to a name or address other than the name or address of the stockholders appearing on the stock ledger maintained by the Corporation (or by the transfer agent or registrar, if any), unless any such stockholder shall have notified the Corporation (or the transfer agent or registrar, if any), in writing, of another name or address at least ten (10) days prior to the mailing of such notice or dividend.

Section 4. Record Date. In order that the Corporation may determine the stockholders of record who are entitled (i) to notice of or to vote at any meeting of stockholders or any adjournment thereof (ii) to express written consent to corporate action in lieu of a meeting, (iii) to receive payment of any dividend or other distribution, or (iv) to allotment of any rights or to exercise any rights in respect of any change, conversation or exchange of stock for the purpose of any other lawful action or in order that the Corporation may make a determination of the stockholders of record for any other lawful purpose, the Board of Directors, in advance, may fix a date as the record date for any such determination. Such date shall not be more than fifty (50) days nor less than ten (10) days before the date of such meeting, nor more than fifty (50) days prior to the date of any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting taken pursuant to Section 6 of Article II; provided, however, that the Board of Directors, in its discretion, may fix a new record date for the adjourned meeting.

Section 5. Lost, Stolen or Destroyed Certificate. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation which is claimed to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion, may require as a condition precedent to issuance that the owner of such lost, stolen or destroyed certificate, or his or her legal representative, advertise the same in such manner as the Board shall require and/or to give the Corporation a bond in such sum, or other security in such form, as the Board may direct, as indemnity against any claim that may be made against the Corporation with respect to the certificate claimed to have been lost, stolen or destroyed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Dividends. Subject to the Business Corporation Act of the District of Columbia and to any provisions of the Articles of Incorporation relating to dividends, dividends upon the outstanding capital stock of the Corporation may be declared by the Board of Directors

at any annual, regular or special meeting and may be paid in cash, in property or in shares of the Corporation's capital stock.

Section 2. Reserves. The Board of Directors, in its sole discretion, may fix a sum which may be set aside or reserved over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish or vary such fund or funds.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be as determined from time to time by the Board of Directors.

Section 4. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "District of Columbia."

Section 5. Amendment of the By-laws. To the extent not prohibited by law, the Board of Directors shall have the power to make, alter and repeal these By-laws, and to adopt new by-laws, in all cases by an affirmative vote of a majority of the whole Board, provided that notice of the proposal to make, alter or repeal these By-laws, or to adopt new by-laws, is included in the notice of the meeting of the Board of Directors at which such action takes place.

CERTIFICATION

I, Margaret Guerin-Calvert, President of Competition Policy Associates, Inc. (the "Corporation"), DO HEREBY CERTIFY that the foregoing is a true and correct copy of the Corporations' By-laws as adopted by the Board of Directors of the Corporation on January, 2008.

Margaret Guerin-Calvert
President

[Corporate Seal]

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:52 PM 05/15/2003
FILED 12:52 PM 05/15/2003
SRV 030315688 - 3658766 FILE

CERTIFICATE OF INCORPORATION
OF
FD MWA HOLDINGS INC.

FIRST: The name of the Corporation is FD MWA Holdings Inc.

SECOND: The registered office in the State of Delaware is located at 1201 Market Street, Suite 1600, Wilmington, Delaware, 19801 in the County of New Castle, and its registered agent at such address is PHS Corporate Services, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 1,000 shares of Common Stock, with a par value of $0.01 per share (the "Common Stock").

FIFTH: The name and mailing address of the incorporator is as follows:

PHS Corporate Services, Inc.
1201 Market Street, Suite 1600
Wilmington, Delaware 19801

SIXTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

SEVENTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct

or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the filing of the Certificate of Incorporation of which this article is a part to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

EIGHTH: The original By-laws of the Corporation shall be adopted by the incorporator. Thereafter, the Board of Directors of the Corporation shall have the power to adopt, amend or repeal the By-laws of the Corporation.

NINTH: The election of the Board of Directors of the Corporation need not be by written ballot unless the By-laws of the Corporation shall so provide.

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THE UNDERSIGNED, being the incorporator for the purpose of forming a corporation pursuant to Chapter I, Title 8, of the Delaware Code, entitled "General Corporation Law," and the acts amendatory thereof and supplemental thereto, if any, makes and files this Certificate of Incorporation, hereby declaring and certifying that said instrument is its act and deed and that the facts stated herein are true, and accordingly executed this Certificate of Incorporation as of May 15, 2003.

PHS CORPORATE SERVICES, INC.

By: _____
Name: Sharon McGrenrey,
Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:50 PM 07/21/2003
FILED 12:34 PM 07/21/2003
SRV 030475301 - 3658766 FILE

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
FD MWA HOLDINGS INC.

FD MWA Holdings Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), hereby certifies:

FIRST: That by unanimous written consent of the Board of Directors of the Corporation, dated as of July 18, 2003, the Board of Directors adopted the following resolutions proposing and declaring advisable that the Certificate of Incorporation of the Corporation be amended and that such amendment be submitted to the sole stockholder of the Corporation for its consideration:

RESOLVED, that the Board of Directors of the Corporation hereby determines and deems it advisable and in the best interests of the Company's sole stockholder that the Certificate of Incorporation of the Corporation be amended by deleting Article FOURTH thereof and substituting for said Article FOURTH the following:

> FOURTH: The total number of shares which the Corporation shall have authority to issue is 4,232,000 shares of Common Stock, with a par value of $0.01 per share (the "Common Stock")

; and be it

FURTHER RESOLVED, that the aforesaid proposed amendment be submitted to the sole stockholder of the Corporation for its consideration; and be it

FURTHER RESOLVED, that upon obtaining the approval by the sole stockholder of the aforesaid amendment as required by law, the officers of this Corporation be, and hereby are, authorized, empowered and directed to prepare, execute and file with the Secretary of State of the State of Delaware a Certificate of Amendment setting forth the aforesaid amendment in the form approved by the sole stockholder, to execute all such additional instruments and documents, in the name and on behalf of the Company, to effectuate these resolutions, to pay all such costs and expenses as in their judgment shall be necessary, proper or advisable in order to carry out the intent and accomplish the purposes of these resolutions, and to take all such further action as shall, in their judgment, be necessary or appropriate in order to carry out the intent and accomplish the purposes of these resolutions, the approval thereof to be conclusively evidenced by the taking of such action.

SECOND: That the sole stockholder has given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed on its behalf by Thomas Lauer, its President, as of this 18th day of July, 2003.

FD MVA HOLDINGS INC.

By: _____
Name: Thomas Lauer
Title: President

BY-LAWS

OF

FD MWA HOLDINGS INC.

These By-laws ("By-laws") are adopted by FD MWA Holdings Inc., a Delaware Corporation (the "Corporation") and are supplemental to the Delaware General Corporation Law.

ARTICLE I: OFFICES.

Section 1.1. Registered Office. The registered office of the Corporation in the State of Delaware shall be at 1201 Market Street, Suite 1600, Wilmington, Delaware 19801 or at such other location as the Board of Directors may from time to time designate as such. The Corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the business of the Corporation may require.

Section 1.2. Registered Agent. Unless designated otherwise by the Board of Directors, the registered agent in charge of the offices in the State of Delaware shall be PHS Corporate Services, Inc.

ARTICLE II: STOCKHOLDERS.

Section 2.1. Place of Stockholders' Meeting. All meetings of the Stockholders shall be held at such place or places, within or without the State of Delaware, as shall be fixed by the Board of Directors from time to time.

Section 2.2. Annual Stockholders' Meeting. The annual meeting of the Stockholders, for the election of Directors and the transaction of such other business as may properly be brought before such meeting, shall be held on the date and at the time fixed, from time to time, by the Board of Directors.

Section 2.3. Special Meetings. Special meetings of the Stockholders may be called at any time by the President or the Board of Directors, or by the Stockholders owning a majority of the capital stock outstanding and entitled to vote. At any time, upon written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 60 days after receipt of the request, and to give due notice thereof. If the Secretary shall neglect or refuse to fix the date of the meeting and give notice thereof, the person or persons calling the meeting may do so.

Business transacted at all special meetings shall be confined to the object stated in the call and matters germane thereto, unless all Stockholders entitled to vote are present and consent.

Written notice of a special meeting of the Stockholders stating the time, place and object thereof, shall be given to each Stockholder entitled to vote at least ten (10) days before such meeting, unless a greater period of time is required by statute in a particular case. Notice need not be given to any Stockholder who submits a written waiver of notice signed by him or her before or after the time stated therein. Attendance of a Stockholder at a meeting of Stockholders shall constitute a waiver of notice of such meeting, except when the Stockholder attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.4. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Stockholders.

ARTICLE III: DIRECTORS.

Section 3.1. Number and Term of Directors. The initial Board of Directors shall consist of two (2) Directors, with the Board of Directors having full authority to determine the specific number of members from time to time. The Directors need not be residents of the State or Stockholders in the Corporation. Directors shall be elected by the Stockholders at the annual meeting of same and each Director shall be elected for a term of one (1) year and until his successor shall be elected and shall qualify or until his earlier resignation or removal.

Section 3.2. Resignations of Directors. Any Director may resign at any time. Such resignation shall be in writing, but the acceptance thereof shall not be necessary to make it effective.

Section 3.3. Compensation of Directors. The Board of Directors shall have the authority to fix the compensation, if any, of the members thereof. Any Director may serve the Corporation in another capacity and be entitled to such compensation therefor as may be determined by the Board of Directors.

Section 3.4. Quorum and Action by the Board. A quorum of the Board of Directors shall consist of a majority of the members of the Board of Directors. All actions of the Board of Directors shall require (i) the affirmative vote of at least a majority of the Directors present at a duly-convened meeting of the Board of Directors at which a quorum is present or (ii) the unanimous written consent of the Board of Directors.

Section 3.5. Annual Meeting of Directors. An annual meeting of the Board of Directors shall be held in each calendar year immediately following the annual meeting of Stockholders or at such other time as the Board of Directors may designate.

Section 3.6. Meetings of Directors. Any meeting of the Board of Directors may be called by or at the direction of the President, or by any Director then in office, on one day's personal notice which need not be in writing. Any such meeting shall be held at the registered office of the Corporation or at such other place within or without the state as the President or the Board of Directors may designate. Attendance of a Director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting.

Section 3.7. Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if, prior or subsequent to the action, a written consent or consents thereto signed by all of the Directors in office shall be filed with the Secretary of the Corporation.

Section 3.8. Committees. The Board of Directors may, by resolution adopted by a majority of the Directors in office, establish one or more Committees to consist of one or more Directors of the Corporation. Any such resolution shall establish and delineate the duties, responsibilities and obligations of any such Committee.

Section 3.9. Removal and Replacement of Directors. Directors may be removed, with or without cause, by the affirmative vote of the remaining Directors or the affirmative vote of the holders of a majority of the outstanding stock entitled to vote.

ARTICLE IV: OFFICERS.

Section 4.1. The Officers. The Corporation shall have a President, Secretary and Treasurer, and may have one or more Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries.

Section 4.2. Election and Term of Officers. The President, Secretary and Treasurer of the Corporation shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Stockholders. All other officers shall be elected by the Board of Directors at the time, in the manner, and for such term as the Board of Directors from time to time shall determine. Each officer shall hold office until his successor shall have been duly appointed and shall have qualified, or until he shall resign or shall have been removed.

Section 4.3. Compensation. Unless otherwise provided by the Board of Directors, the compensation of officers and assistant officers of the Corporation shall be fixed by the Compensation Committee or, if a Compensation Committee is not then in effect, by the Board of Directors.

Section 4.4. President. The President shall be the chief executive officer of the Corporation, and, subject to the control of the Board of Directors and such limitations as may be provided by the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. As authorized by the Board of Directors, he shall be authorized to execute and seal, or cause to be sealed, all agreements, contracts and instruments requiring such execution, except to the extent that signing and execution thereof shall have been expressly delegated by the Board of Directors to some other officer or agent of the Corporation. Upon request of the Board of Directors, he shall report to the Board of Directors all matters that the interest of the Corporation may require brought to their notice.

Section 4.5. Vice President. The Vice President or Vice Presidents, in order of their seniority, unless otherwise determined by the Board of Directors, and in the absence or disability of the President, shall perform the duties and exercise the powers of the President. The Vice President or Vice Presidents shall act under the direction of the President, and shall perform all such duties as may be prescribed by the President or the Board of Directors.

Section 4.6. Treasurer. The Treasurer shall have custody of the funds and securities of the Corporation and see that they are deposited in such banks or trust companies as the President shall approve. He or she shall have custody of the books of the Corporation and see that therein is entered regularly a full and accurate account of all monies received and disbursed by the Corporation, together with such other accounts and records as may be required, and render such other reports as he may, from time to time, be called upon to do by the Board of Directors or the President. The Assistant Treasurer or Assistant Treasurers, if any, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the Treasurer.

Section 4.7. Secretary. The Secretary shall keep minutes of the meetings of Stockholders, Board of Directors and, when requested, of committees of the Board of Directors. He or she shall have custody of the stock books of the Corporation, custody of the corporate seal and authority to attest and affix this seal to instruments of the Corporation. He or she shall perform such other duties as from time to time may be prescribed by the President. The Assistant Secretary or Assistant Secretaries, if any, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary.

ARTICLE V: SHARES OF CAPITAL STOCK.

Section 5.1. Signatures of Share Certificates. Each share certificate shall be signed by the President and Secretary.

Section 5.2. Lost or Destroyed Certificates. Any person claiming a share certificate to be lost, destroyed or wrongfully taken shall receive a replacement certificate if said Stockholder shall have: (a) requested such replacement certificate before the Corporation has notice that the shares have been acquired by a bona fide purchaser; (b) filed with the Corporation an indemnity or bond deemed sufficient by the Board of Directors; and (c) satisfied any other reasonable requirements fixed by the Board of Directors.

Section 5.3. Transfer of Shares. All transfers of shares of the Corporation shall be made upon the books of the Corporation upon surrender to the Corporation or the transfer agent of the Corporation of a certificate or certificates for shares, duly endorsed by the person named in the certificate or by attorney, lawfully constituted in writing, or accompanied by proper evidence of succession, assignment or authority to transfer. Thereupon, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificates and record the transaction upon its books.

Section 5.4. Acquisition of Stock. The Corporation shall be authorized, from time to time, to acquire its own shares of stock from any of the Stockholders. The shares acquired shall be deemed to be issued but not outstanding. The Board of Directors may, by resolution, restore any or all of the previously issued shares of the Corporation owned by it to the status of authorized but unissued shares.

Section 5.5. Authorization of Board re Stock Transaction. The Board of Directors may make such rules and regulations, not inconsistent with the By-Laws or Certificate

of Incorporation, or law, as it may deem expedient concerning the issue, transfer and registration of certificates of shares of stock of the Corporation.

ARTICLE VI: MISCELLANEOUS.

Section 6.1. Absentee Participation in Meetings. One or more Directors or Stockholders may participate in a meeting of the Board of Directors, or of a committee of the Board of Directors, or a meeting of the Stockholders, as the case may be, by means of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other.

Section 6.2. Designation of Presiding and Recording Officers. The Directors or Stockholders, at any meeting of the Directors or Stockholders, as the case may be, shall have the right to designate any person, whether or not an officer, Director or Stockholder, to preside over, or record the proceedings of, such meeting.

Section 6.3. Newly Created Directorships and Vacancies. Newly created directorships resulting from any increase in the authorized number of Directors and any vacancy on the Board of Directors whether by death, resignation, removal or otherwise, shall be filled by a majority of the Directors then in office. If any time, by reason of death or resignation or other cause, the Corporation should have no Directors in office, then any officer or any Stockholder or any executor, administrator, trustee or guardian of a Stockholder or any fiduciary entrusted with like responsibility for the person or the estate of a Stockholder may call a special meeting of the Stockholders in accordance with the provisions of these By-Laws.

Section 6.4. Fiscal Year. The fiscal year of this Corporation shall end on December 31 of each year or such other date as determined by the Board of Directors.

Section 6.5. Notice. Whenever written notice is required to be given to any person under the provisions of these By-Laws, it may given to the person either personally or by sending a copy thereof by United States overnight express mail, postage prepaid, or by courier service, charges prepaid, or by facsimile transmission, to his address or facsimile number appearing on the books of the Corporation or, in the case of Directors, supplied by him to the Corporation for the purpose of notice. If the notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto on the first business day following its deposit in the United States mail or with the courier service for delivery to that person. If delivered by facsimile, it shall be deemed to have been given to the person entitled thereto when such facsimile is transmitted and the facsimile confirmation is received. A notice of meeting shall specify the place, date and hour of the meeting and any other information required by any other provision of these By-Laws.

Section 6.6. Waiver of Notice. Whenever any written notice is required by statute or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting of Stockholders, neither the business to be transacted at nor the purpose of the meeting need be specified in the waiver of notice of such meeting. Attendance of the person either in person or by proxy, at any meeting,

PHILGM\ [illegible]

shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE VII: INDEMNIFICATION.

Section 7.1. Right of Indemnification. Each person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("Proceeding"), including without limitation Proceedings by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that he or she or a person for whom he or she is the legal representative is or was a Director or officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director or officer, employee or agent of another Corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a Director, officer, employee or agent or in any other capacity while serving as a Director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith. Such right shall be a contract right and shall include the right to be paid by the Corporation for expenses incurred in defending any such Proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a Director or officer of the Corporation in his or her capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such Proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Director or officer, to repay all amounts so advanced if it should be determined ultimately that such Director or officer is not entitled to be indemnified under this section or otherwise.

Section 7.2. Determination Process. Any indemnification under Section 7.1 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made:

(a) By the Board of Directors by a majority vote of Directors who were not parties to such action, suit or proceeding, even though less than a quorum, or

(b) If there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion, or

(c) By the Stockholders.

Section 7.3. Right of Claimant to Bring Suit. If a claim under Section 7.1 is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its Stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its Stockholders) that the claimant had not met such applicable standard of conduct, shall create a presumption that claimant had not met the applicable standard of conduct.

Section 7.4. Non-Exclusivity of Rights. The rights conferred in this Article VII shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-laws, agreement, vote of Stockholders or disinterested Directors or otherwise.

Section 7.5. Successors. The indemnification and advancement of expenses provided by or granted pursuant to, this Article VII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7.6. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

ARTICLE VIII: AMENDMENTS.

Section 8.1. Amendments to the By-laws. Except as may otherwise be provided in the Certificate of Incorporation (including, without limitation, any certificate of designation setting forth the rights, preferences (if any) or privileges applicable to a class of capital stock of the Corporation) and the provisions of the Delaware General Corporation Law, these By-laws shall only be altered, amended, restated, changed, added to and/or repealed by the affirmative vote of the holders of a majority of the outstanding stock issued and entitled to vote or of a majority of the entire Board of Directors.

Section 8.2. Recording Amendments. The text of all amendments to these By-Laws shall be attached to the By-laws with a notation of the date of each such amendment.

DATED: May 15, 2003

CERTIFICATE OF INCORPORATION

OF

PARK COMMUNICATIONS, INC.

Under Section 402 of the Business Corporation Law

49381

The undersigned, being a natural person of at least 18 years of age and acting as the incorporator of the corporation hereby being formed under the Business Corporation Law, certifies that:

FIRST: The name of the corporation is

PARK COMMUNICATIONS, INC.

SECOND: The corporation is formed for the following purposes:

To act as public relations and research counsellors and promotion, merchandising and industrial counsellors and business consultants, and in connection therewith to render management, negotiation, research, technical and advisory services to persons, firms, corporations and others in connection with their relations with employees, associates, stockholders, governmental officials and agencies, and the general public and any person or special group.

To conduct the business of bringing to the attention of the public through the press, magazines, pamphlets and by other means, the characteristics, ability and other qualities tending to establish in the minds of the public the character and ability of its subscribers, including men, women, corporations, copartnerships, and of

goods and wares manufactured and sold by subscribers; to conduct a general advertising agency and press clipping bureau; to do all and every other thing commonly done by those engaged in the same line of business.

To have, in furtherance of the corporate purposes all of the powers conferred upon corporations organized under the Business Corporation Law subject to any limitations thereof contained in this certificate of incorporation or in the laws of the State of New York.

THIRD: The office of the corporation is to be located in the City of New York, County of New York, State of New York.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is two hundred, all of which are without par value, and all of which are of the same class.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served. The post office address within the State of New York to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: c/o Stephen L. Packard, Esq., 420 Lexington Avenue, New York, New York 10170.

SIXTH: The duration of the corporation is to be perpetual.

SEVENTH: Any one or more members of the Board of Directors of the corporation or of any committee thereof may participate in a meeting of said Board or of any such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time.

EIGHTH: Except as may otherwise be specifically provided in this certificate of incorporation, no provision of this certificate of incorporation is intended by the corporation to be construed as limiting, prohibiting, denying, or abrogating any of the general or specific powers or rights conferred under the Business Corporation Law upon the corporation, upon its

shareholders, bondholders, and security holders, and upon its directors, officers, and other corporate personnel, including, in particular, the power of the corporation to furnish indemnification to directors and officers in the capacities defined and prescribed by the Business Corporation Law and the defined and prescribed rights of said person to indemnification as the same are conferred by the Businesss Corporation Law.

Subscribed and affirmed by me as true under the penalties of perjury on August 5, 1982.

Rosemarie Spina

Rosemarie Spina
Suite 408
420 Lexington Avenue
New York, New York 10170

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

PARK COMMUNICATIONS, INC.

Under Section 805 of the
Business Corporation Law

4901073

The undersigned, being the President and Secretary of Park Communications, Inc., hereby certify that:

FIRST: The name of the corporation is Park Communications, Inc.

SECOND: The Certificate of Incorporation of the Corporation was filed with the Department of State of the State of New York on the 10th day of August, 1982.

THIRD: The Certificate of Incorporation is hereby amended to effect the following change: To change the name of the corporation. Article FIRST of the Certificate, which sets forth the name of the corporation is amended to read:

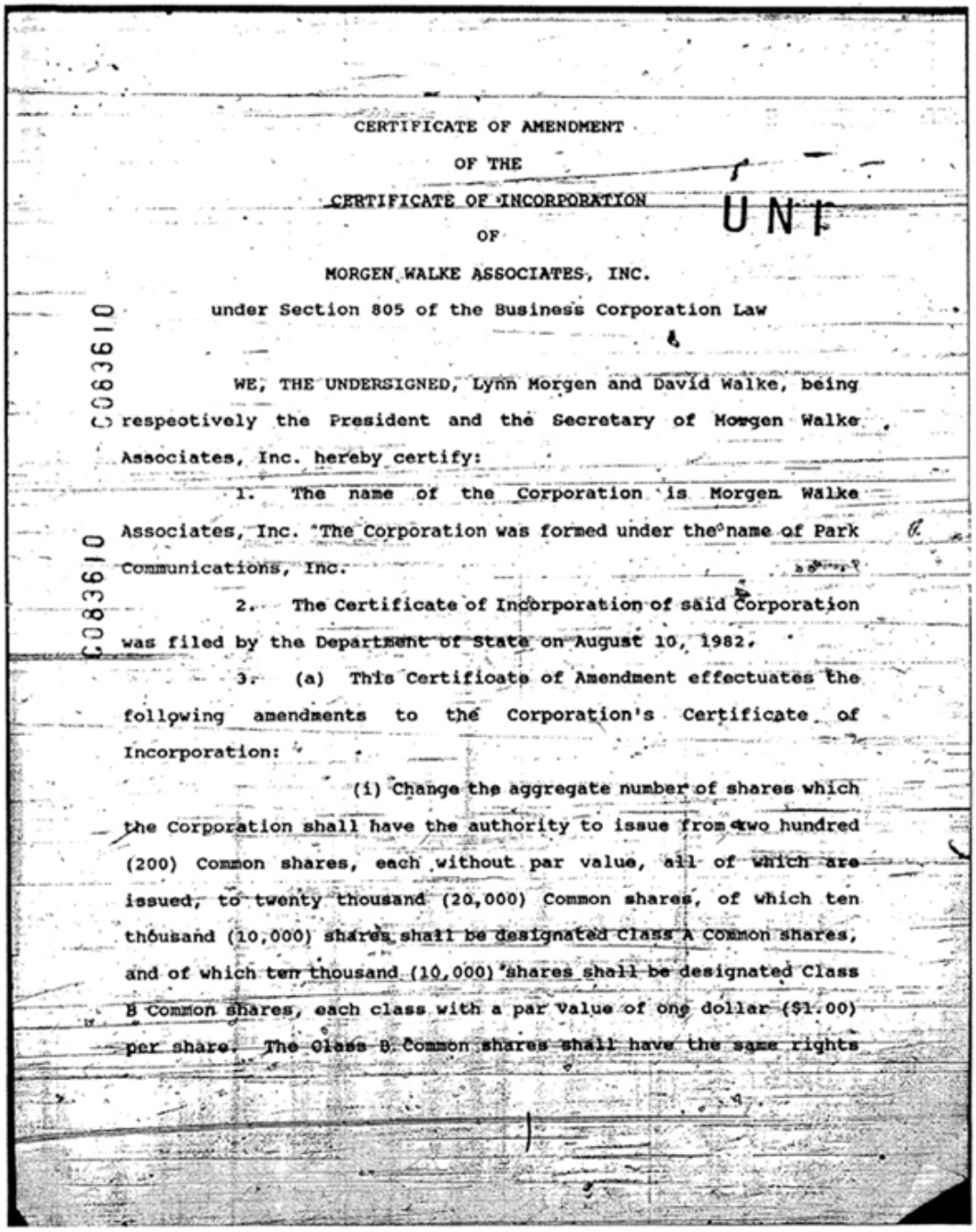
FIRST: The name of the corporation is Morgen Walke Associates, Inc.

FOURTH: The amendment to the Certificate of Incorporation was authorized by vote of the holders of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders.

IN WITNESS WHEREOF, this certificate has been subscribed this 1st day of September, 1982 by the undersigned who affirm that the statements made herein are true under the penalties of perjury.

Lynn Orenstein, President

David Walke, Secretary



CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

MORGEN WALKE ASSOCIATES, INC.

under Section 805 of the Business Corporation Law

C083610

WE, THE UNDERSIGNED, Lynn Morgen and David Walke, being respectively the President and the Secretary of Morgen Walke Associates, Inc. hereby certify:

1. The name of the Corporation is Morgen Walke Associates, Inc. The Corporation was formed under the name of Park Communications, Inc.

2. The Certificate of Incorporation of said Corporation was filed by the Department of State on August 10, 1982.

3. (a) This Certificate of Amendment effectuates the following amendments to the Corporation's Certificate of Incorporation:

(i) Change the aggregate number of shares which the Corporation shall have the authority to issue from two hundred (200) Common shares, each without par value, all of which are issued, to twenty thousand (20,000) Common shares, of which ten thousand (10,000) shares shall be designated Class A Common shares, and of which ten thousand (10,000) shares shall be designated Class B Common shares, each class with a par value of one dollar ($1.00) per share. The Class B Common shares shall have the same rights

and privileges as the Class A Common shares, except that the Class B Common shares shall be non-voting;

(ii) Change the two hundred (200) issued and outstanding Common shares, without par value, of the Corporation into two thousand (2,000) issued and outstanding Class A Common shares, of the par value of one dollar ($1.00) per share, the terms of the change being at the rate of ten (10) Class A Common shares, of the par value of one dollar ($1.00) per share, for one (1) issued and outstanding Common share, without par value; and

(iii) The class A common shares are also increased from 2,000 shares par value $1.00 to 10,000 shares par value $1.00, a new class of 10,000 shares par value $1.00 to be designated as class B common is added.

(b) To effect the foregoing amendments, Paragraph FOURTH of the Certificate of Incorporation of the Corporation, relating to the aggregate number of shares which the Corporation shall have the authority to issue, is deleted in its entirety and the following language is substituted in lieu thereof:

"FOURTH: (a) The aggregate number of shares which the Corporation shall have authority to issue is twenty thousand (20,000) shares, of the par value of one dollar ($1.00) per share, which are to be divided as follows:

(i) Ten thousand (10,000) Class A Common shares, of the par value of one dollar ($1.00) per share; and

(ii) Ten thousand (10,000) Class B Common shares, of the par value of one dollar ($1.00) per share.

Authority is hereby expressly vested in the Board of Directors of the Corporation to adopt, from time to time, resolutions providing for the issuance of the authorized but unissued Class A or Class B Common shares;

"(b) All rights to vote, and full voting power, shall be vested in the Class A Common shares, and each holder of record of such shares shall be entitled at every meeting of shareholders to one vote for each share standing in his or her name in the records of the Corporation.

The holders of record of the Class B Common shares shall not be entitled to vote for the election of directors or in any corporate proceeding or upon any matter or question whatever appertaining to the Corporation, unless otherwise required by law. Except for the limitation in voting rights as set forth in the preceding sentence, the holders of record of the Class B Common shares shall have all other rights and

privileges of the holders of record of the Class A Common shares;

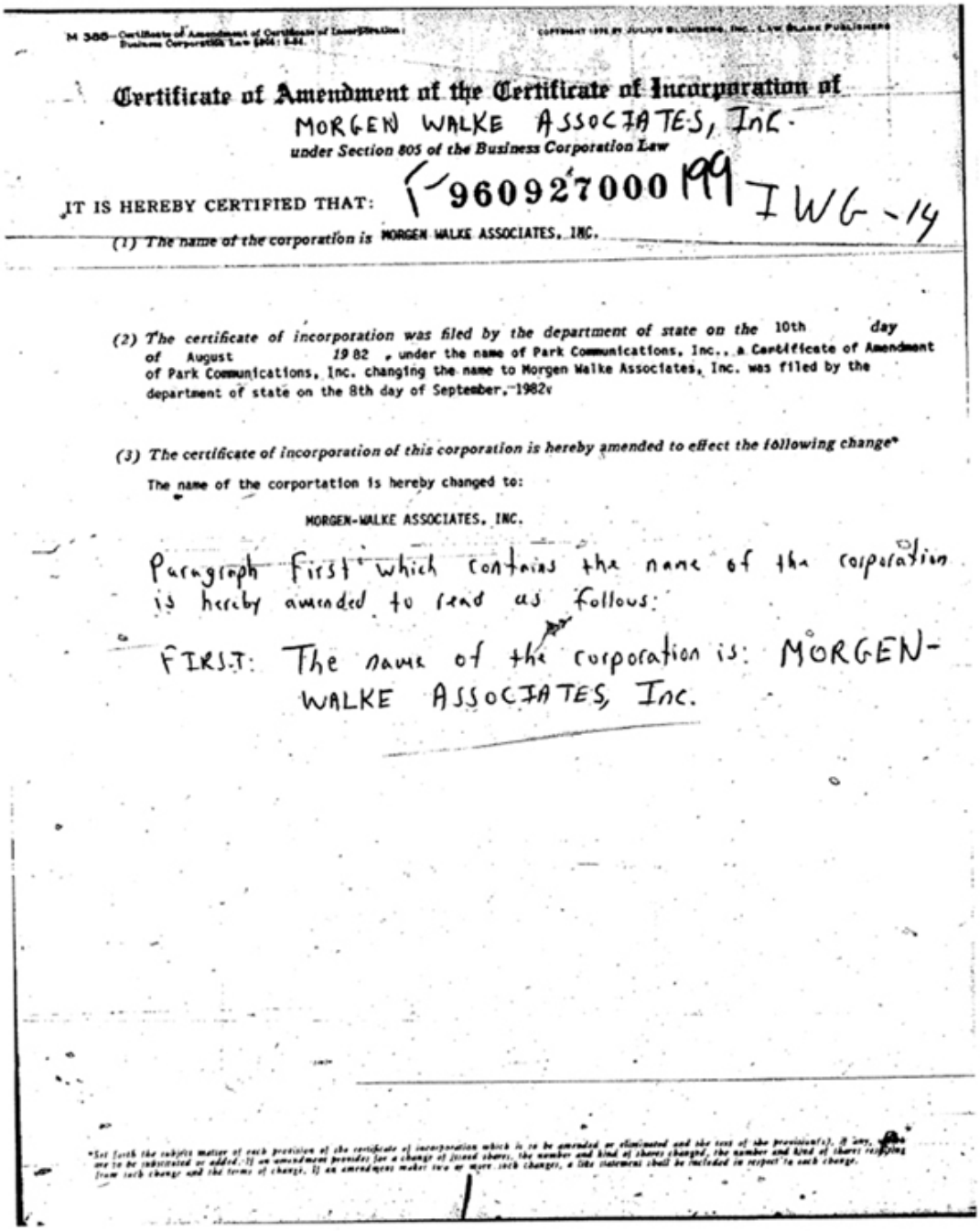
"(c) No holder of any of the shares of any class of the Corporation shall be entitled as of right to subscribe for, purchase, or otherwise acquire any shares of any class of the Corporation which the Corporation proposes to issue or any rights or options which the Corporation proposes to grant for the purchase of shares of any class of the Corporation or for the purchase of any shares, bonds, securities, or obligations of the Corporation which are convertible into or exchangeable for, or which carry any rights to subscribe for, purchase, or otherwise acquire shares of any class of the Corporation; and any and all of such shares, bonds, securities or obligations of the Corporation, whether now or hereafter authorized or created, may be issued or may be reissued or transferred if the same have been reacquired and have treasury status, and any and all such rights and options may be granted by the Board of Directors to such persons, firms, corporations and associations, and for such lawful consideration, and on such terms, as the Board of Directors in its sole discretion may determine, without first offering the same, or any thereof, to any said holder."

4. The foregoing amendments to the Certificate of Incorporation of said Corporation were authorized by the unanimous written consent of the holders of all the outstanding shares entitled to vote. Said Authorization is subsequent to the affirmative vote of the Board of Directors.

IN WITNESS WHEREOF, we have signed this Certificate on the 30th day of November, 1989, and we affirm the statements contained therein as true under penalties of perjury.

LYNN MORGEN, PRESIDENT

DAVID WALKE, SECRETARY



M 388—Certificate of Amendment of Certificate of Incorporation | Business Corporation Law §805 | 8-84

Certificate of Amendment of the Certificate of Incorporation of MORGEN WALKE ASSOCIATES, INC.

under Section 805 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT: 960927000199 IWG-14

(1) The name of the corporation is MORGEN WALKE ASSOCIATES, INC.

(2) The certificate of incorporation was filed by the department of state on the 10th *day of* August *19*82, under the name of Park Communications, Inc., a Certificate of Amendment of Park Communications, Inc. changing the name to Morgen Walke Associates, Inc. was filed by the department of state on the 8th day of September, 1982.

*(3) The certificate of incorporation of this corporation is hereby amended to effect the following change**

The name of the corportation is hereby changed to:

MORGEN-WALKE ASSOCIATES, INC.

Paragraph First which contains the name of the corporation is hereby amended to read as follows:

FIRST: The name of the corporation is: MORGEN-WALKE ASSOCIATES, Inc.

*Set forth the subject matter of each provision of the certificate of incorporation which is to be amended or eliminated and the text of the provision(s), if any, as it is to be substituted or added. If an amendment provides for a change of issued shares, the number and kind of shares changed, the number and kind of shares resulting from such change and the terms of change. If an amendment makes two or more such changes, a like statement shall be included in respect to each change.

(4) The amendment to the certificate of incorporation was authorized:

* ~~first, by vote of the board of directors.~~

* first, by unanimous written consent of all the directors.

* ~~and then at a meeting of shareholders by vote of a majority of all the outstanding shares entitled to vote thereon.~~

* and then by unanimous written consent of the holders of all the outstanding shares entitled to vote thereon.

* ~~and then at a meeting of shareholders by vote of of all the outstanding shares entitled to vote thereon as required by the certificate of incorporation.~~

*STRIKE OUT WHERE INAPPLICABLE

960927000 199

IN WITNESS WHEREOF, *this certificate has been subscribed this* 18 *day of* September 19 96
by the undersigned who affirm(s) that the statements made herein are true under the penalties of perjury.

Type name	*Capacity in which signed*	*Signature*
Lynn Morgen	President	Lynn Morgen
David Walke	Secretary	David Walke

IW 6-14

Certificate of Amendment of the Certificate of Incorporation of

MORGEN WALKE ASSOCIATES, INC.

under Section 805 of the Business Corporation Law

FILED
SEP 27 10 52 AM '96

Filed By: SALAMON, GRUBER, NEWMAN, BLAYMORE
& ROTHSCHILD, P.C.
97 Powerhouse Road
Roslyn Heights, New York 11577
Attn: Michael D. Blaymore, Esq.

RECEIVED
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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED SEP 27 1996
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BY: dm
New York

dm

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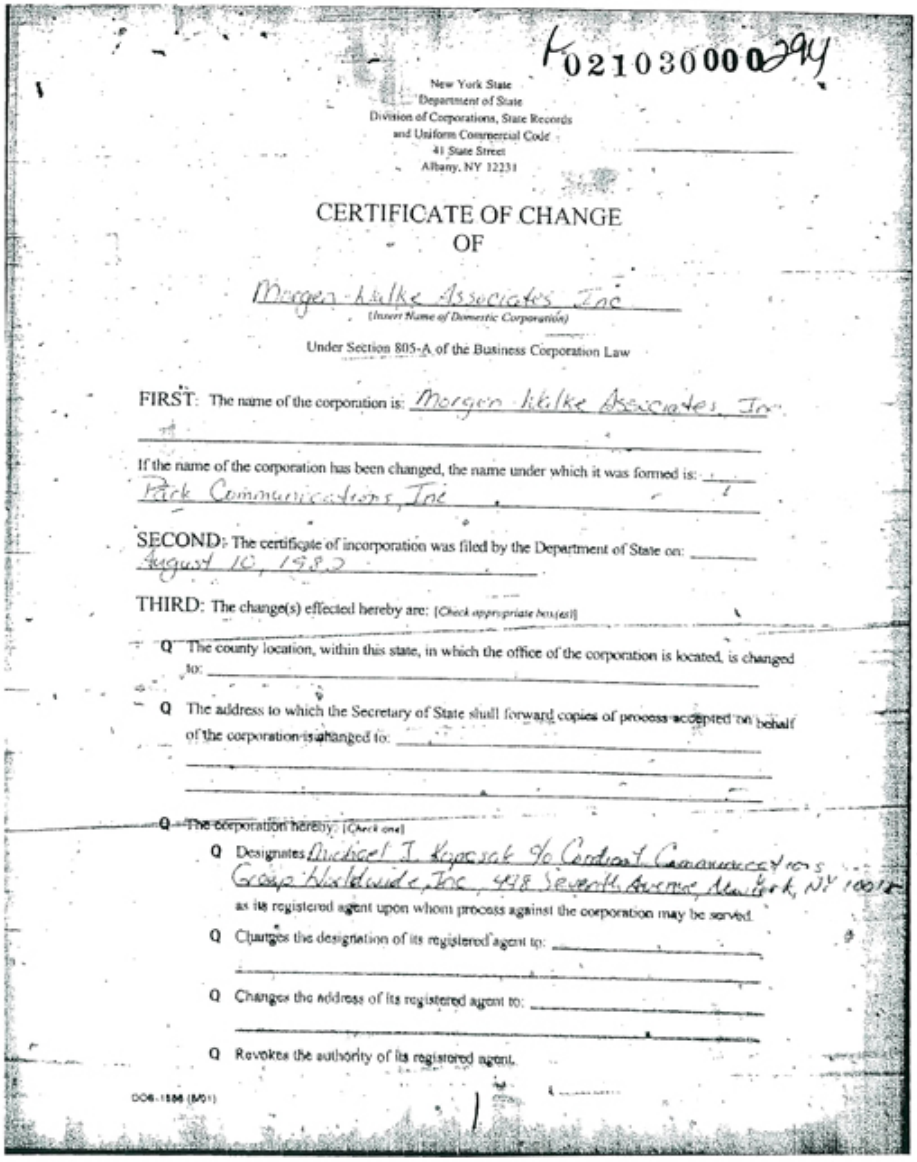

F02103000394

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231

CERTIFICATE OF CHANGE
OF

Morgen-Walke Associates, Inc
(Insert Name of Domestic Corporation)

Under Section 805-A of the Business Corporation Law

FIRST: The name of the corporation is: Morgen-Walke Associates, Inc

If the name of the corporation has been changed, the name under which it was formed is:
Park Communications, Inc

SECOND: The certificate of incorporation was filed by the Department of State on:
August 10, 1982

THIRD: The change(s) effected hereby are: *[Check appropriate box(es)]*

Q The county location, within this state, in which the office of the corporation is located, is changed to:

Q The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is changed to:

Q The corporation hereby: *[Check one]*

Q Designates Michael J. Kopesak c/o Cordon & Communications Group Worldwide, Inc, 498 Seventh Avenue, New York, NY 10018 as its registered agent upon whom process against the corporation may be served.

Q Changes the designation of its registered agent to:

Q Changes the address of its registered agent to:

Q Revokes the authority of its registered agent.

DOS-1558 (M01)

021030000294

FOURTH: The change was authorized by the board of directors.

Michael J. Bapcsak (Signature)

Michael J. Bapcsak, V Paid Secretary
(Name and Capacity of Signer)

CERTIFICATE OF CHANGE
OF

Morgan-Walke Associates, Inc
(Insert Name of Domestic Corporation)

Under Section 805-A of the Business Corporation Law

Filer's Name: Karen Nilsen

Address: 498 Seventh Ave

City, State and Zip Code: New York, NY 10018

NOTE: This form was prepared by the New York State Department of State. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a $30 filing fee.

For Office Use Only

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 30 2002
TAX $
BY: CT Newyork

021030000300

F010802000636

CERTIFICATE OF CHANGE

OF

MORGEN-WALKE ASSOCIATES, INC.

UNDER SECTION 805-A OF THE BUSINESS CORPORATION LAW

WE, THE UNDERSIGNED, Arthur E. D'Angelo and Michael J. Kopcsak being respectively the President and the Vice President of Morgen-Walke Associates, Inc. hereby certify that:

1. The name of the corporation is Morgen-Walke Associates, Inc.

2. The Certificate of Incorporation of said corporation was filed by the Department of State on August 10, 1982. under the name of Park Communications, Inc.

3. The following was authorized by the Board of Directors:

To change the post office address to which the Secretary of State shall mail a copy of process in any action or proceeding against the corporation which may be served on him to: "Michael J. Kopcsak, c/o Cordiant Communications Group Worldwide, Inc., 498 Seventh Avenue, New York, N.Y. 10018."

IN WITNESS WHEREOF, we have signed this certificate on the 25th day of July, 2001 and affirm the statements contained therein as true under penalties of perjury.

Arthur E. D'Angelo, President

Michael J. Kopcsak, Vice President

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F010802000436

CERTIFICATE OF CHANGE

OF

MORGEN-WALKE ASSOCIATES, INC.

Pursuant to Section 805-A of the Business Corporation Law

FILER'S NAME AND MAILING ADDRESS

Bo Hong, Esq.
c/o Gould & Wilkie LLP
One Chase Manhattan Plaza, 58th Floor
New York, NY 10005

STATE OF NEW YORK
DEPARTMENT OF STATE
AUG 02 2001
FILED
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BY

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010802000450

BY-LAWS

OF

FD U.S. COMMUNICATIONS, INC.

These By-laws ("By-laws") are adopted by FD U.S. Communications, Inc., a New York Corporation (the "Corporation") and are supplemental to the New York Business Corporation Law.

ARTICLE I: OFFICES

Section 1.1. Registered Office. The registered office of the Corporation in the State of New York shall be at Wall Street Plaza, 88 Pine Street, New York, New York 10005 , or at such location as the Board of Directors may from time to time designate as such. The Corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the business of the Corporation may require.

Section 1.2. Registered Agent. Unless designated otherwise by the Board of Directors, the registered agent in the State of New York shall be the New York Secretary of State.

ARTICLE II: STOCKHOLDERS

Section 2.1. Place of Stockholders' Meeting. All meetings of the Stockholders shall be held at such place or places, within or without the State of New York, as shall be fixed by the Board of Directors from time to time.

Section 2.2. Annual Stockholders' Meeting. The annual meeting of the Stockholders, for the election of Directors and the transaction of such other business as may properly be brought before such meeting, shall be held on the date and at the time fixed, from time to time, by the Board of Directors.

Section 2.3. Special Meetings. Special meetings of the Stockholders may be called at any time by the President or the Board of Directors, or by the Stockholders owning a majority of the capital stock outstanding and entitled to vote. At any time, upon written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 60 days after receipt of the request, and to give due notice thereof. If the Secretary shall neglect or refuse to fix the date of the meeting and give notice thereof, the person or persons calling the meeting may do so.

Business transacted at all special meetings shall be confined to the object stated in the call and matters germane thereto, unless all Stockholders entitled to vote are present and consent.

Written notice of a special meeting of the Stockholders stating the time, place and object thereof, shall be given to each Stockholder entitled to vote at least ten (10) days before such meeting, unless a greater period of time is required by statute in a particular case. Notice

need not be given to any Stockholder who submits a written waiver of notice signed by him or her before or after the time stated therein. Attendance of a Stockholder at a meeting of Stockholders shall constitute a waiver of notice of such meeting, except when the Stockholder attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.4. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Stockholders.

ARTICLE III: DIRECTORS

Section 3.1. Number and Term of Directors. The initial Board of Directors shall consist of two (2) Directors, with the Board of Directors having full authority to determine the specific number of members from time to time. The Directors need not be residents of the State or Stockholders in the Corporation. Directors shall be elected by the Stockholders at the annual meeting of same and each Director shall be elected for a term of one (1) year and until his successor shall be elected and shall qualify or until his earlier resignation or removal.

Section 3.2. Resignations of Directors. Any Director may resign at any time. Such resignation shall be in writing, but the acceptance thereof shall not be necessary to make it effective.

Section 3.3. Compensation of Directors. The Board of Directors shall have the authority to fix the compensation, if any, of the members thereof. Any Director may serve the Corporation in another capacity and be entitled to such compensation therefor as may be determined by the Board of Directors.

Section 3.4. Quorum and Action by the Board. A quorum of the Board of Directors shall consist of a majority of the members of the Board of Directors. All actions of the Board of Directors shall require (i) the affirmative vote of at least a majority of the Directors present at a duly-convened meeting of the Board of Directors at which a quorum is present or (ii) the unanimous written consent of the Board of Directors.

Section 3.5. Annual Meeting of Directors. An annual meeting of the Board of Directors shall be held in each calendar year immediately following the annual meeting of Stockholders or at such other time as the Board of Directors may designate.

Section 3.6. Meetings of Directors. Any meeting of the Board of Directors may be called by or at the direction of the President, or by any Director then in office, on one day's personal notice which need not be in writing. Any such meeting shall be held at the registered office of the Corporation or at such other place within or without the state as the President or the Board of Directors may designate. Attendance of a Director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting.

Section 3.7. Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if, prior or

subsequent to the action, a written consent or consents thereto signed by all of the Directors in office shall be filed with the Secretary of the Corporation.

Section 3.8. Committees. The Board of Directors may, by resolution adopted by a majority of the Directors in office, establish one or more Committees to consist of one or more Directors of the Corporation. Any such resolution shall establish and delineate the duties, responsibilities and obligations of any such Committee.

Section 3.9. Removal and Replacement of Directors. Directors may be removed, with or without cause, by the affirmative vote of the remaining Directors or the affirmative vote of the holders of a majority of the outstanding stock entitled to vote.

ARTICLE IV: OFFICERS

Section 4.1. The Officers. The Corporation shall have a President, Secretary and Treasurer, and may have one or more Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries.

Section 4.2. Election and Term of Officers. The President, Secretary and Treasurer of the Corporation shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Stockholders. All other officers shall be elected by the Board of Directors at the time, in the manner, and for such term as the Board of Directors from time to time shall determine. Each officer shall hold office until his successor shall have been duly appointed and shall have qualified, or until he shall resign or shall have been removed.

Section 4.3. Compensation. Unless otherwise provided by the Board of Directors, the compensation of officers and assistant officers of the Corporation shall be fixed by the Compensation Committee or, if a Compensation Committee is not then in effect, by the Board of Directors.

Section 4.4. President. The President shall be the chief executive officer of the Corporation, and, subject to the control of the Board of Directors and such limitations as may be provided by the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. As authorized by the Board of Directors, he shall be authorized to execute and seal, or cause to be sealed, all agreements, contracts and instruments requiring such execution, except to the extent that signing and execution thereof shall have been expressly delegated by the Board of Directors to some other officer or agent of the Corporation. Upon request of the Board of Directors, he shall report to the Board of Directors all matters that the interest of the Corporation may require brought to their notice.

Section 4.5. Vice President. The Vice President or Vice Presidents, in order of their seniority, unless otherwise determined by the Board of Directors, and in the absence or disability of the President, shall perform the duties and exercise the powers of the President. The Vice President or Vice Presidents shall act under the direction of the President, and shall perform all such duties as may be prescribed by the President or the Board of Directors.

Section 4.6. Treasurer. The Treasurer shall have custody of the funds and securities of the Corporation and see that they are deposited in such banks or trust companies as the President shall approve. He or she shall have custody of the books of the Corporation and see that therein is entered regularly a full and accurate account of all monies received and disbursed by the Corporation, together with such other accounts and records as may be required, and render such other reports as he may, from time to time, be called upon to do by the Board of Directors or the President. The Assistant Treasurer or Assistant Treasurers, if any, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the Treasurer.

Section 4.7. Secretary. The Secretary shall keep minutes of the meetings of Stockholders, Board of Directors and, when requested, of committees of the Board of Directors. He or she shall have custody of the stock books of the Corporation, custody of the corporate seal and authority to attest and affix this seal to instruments of the Corporation. He or she shall perform such other duties as from time to time may be prescribed by the President. The Assistant Secretary or Assistant Secretaries, if any, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary.

ARTICLE V: SHARES OF CAPITAL STOCK

Section 5.1. Signatures of Share Certificates. Each share certificate shall be signed by the President and Secretary.

Section 5.2. Lost or Destroyed Certificates. Any person claiming a share certificate to be lost, destroyed or wrongfully taken shall receive a replacement certificate if said Stockholder shall have: (a) requested such replacement certificate before the Corporation has notice that the shares have been acquired by a bona fide purchaser; (b) filed with the Corporation an indemnity or bond deemed sufficient by the Board of Directors; and (c) satisfied any other reasonable requirements fixed by the Board of Directors.

Section 5.3. Transfer of Shares. All transfers of shares of the Corporation shall be made upon the books of the Corporation upon surrender to the Corporation or the transfer agent of the Corporation of a certificate or certificates for shares, duly endorsed by the person named in the certificate or by attorney, lawfully constituted in writing, or accompanied by proper evidence of succession, assignment or authority to transfer. Thereupon, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificates and record the transaction upon its books.

Section 5.4. Acquisition of Stock. The Corporation shall be authorized, from time to time, to acquire its own shares of stock from any of the Stockholders. The shares acquired shall be deemed to be issued but not outstanding. The Board of Directors may, by resolution, restore any or all of the previously issued shares of the Corporation owned by it to the status of authorized but unissued shares.

Section 5.5. Authorization of Board re Stock Transaction. The Board of Directors may make such rules and regulations, not inconsistent with the By-Laws or Certificate

of Incorporation, or law, as it may deem expedient concerning the issue, transfer and registration of certificates of shares of stock of the Corporation.

ARTICLE VI: MISCELLANEOUS

Section 6.1. Absentee Participation in Meetings. One or more Directors or Stockholders may participate in a meeting of the Board of Directors, or of a committee of the Board of Directors, or a meeting of the Stockholders, as the case may be, by means of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other.

Section 6.2. Designation of Presiding and Recording Officers. The Directors or Stockholders, at any meeting of the Directors or Stockholders, as the case may be, shall have the right to designate any person, whether or not an officer, Director or Stockholder, to preside over, or record the proceedings of, such meeting.

Section 6.3. Newly Created Directorships and Vacancies. Newly created directorships resulting from any increase in the authorized number of Directors and any vacancy on the Board of Directors whether by death, resignation, removal or otherwise, shall be filled by a majority of the Directors then in office. If any time, by reason of death or resignation or other cause, the Corporation should have no Directors in office, then any officer or any Stockholder or any executor, administrator, trustee or guardian of a Stockholder or any fiduciary entrusted with like responsibility for the person or the estate of a Stockholder may call a special meeting of the Stockholders in accordance with the provisions of these By-Laws.

Section 6.4. Fiscal Year. The fiscal year of this Corporation shall end on December 31 of each year or on such other date as determined by the Board of Directors.

Section 6.5. Notice. Whenever written notice is required to be given to any person under the provisions of these By-Laws, it may given to the person either personally or by sending a copy thereof by United States overnight express mail, postage prepaid, or by courier service, charges prepaid, or by facsimile transmission, to his address or facsimile number appearing on the books of the Corporation or, in the case of Directors, supplied by him to the Corporation for the purpose of notice. If the notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto on the first business day following its deposit in the United States mail or with the courier service for delivery to that person. If delivered by facsimile, it shall be deemed to have been given to the person entitled thereto when such facsimile is transmitted and the facsimile confirmation is received. A notice of meeting shall specify the place, date and hour of the meeting and any other information required by any other provision of these By-Laws.

Section 6.6. Waiver of Notice. Whenever any written notice is required by statute or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting of Stockholders, neither the business to be transacted at nor the purpose of the meeting need be specified in the waiver of notice of such meeting. Attendance of the person either in person or by proxy, at any meeting,

shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE VII: INDEMNIFICATION

Section 7.1. Right of Indemnification. Each person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("Proceeding"), including without limitation Proceedings by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that he or she or a person for whom he or she is the legal representative is or was a Director or officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director or officer, employee or agent of another Corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a Director, officer, employee or agent or in any other capacity while serving as a Director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the New York Business Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith. Such right shall be a contract right and shall include the right to be paid by the Corporation for expenses incurred in defending any such Proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a Director or officer of the Corporation in his or her capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such Proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Director or officer, to repay all amounts so advanced if it should be determined ultimately that such Director or officer is not entitled to be indemnified under this section or otherwise.

Section 7.2. Determination Process. Any indemnification under Section 7.1 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made:

(a) By the Board of Directors by a majority vote of Directors who were not parties to such action, suit or proceeding, even though less than a quorum, or

(b) If there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion, or

(c) By the Stockholders.

Section 7.3. Right of Claimant to Bring Suit. If a claim under Section 7.1 is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the New York Business Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its Stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the New York Business Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its Stockholders) that the claimant had not met such applicable standard of conduct, shall create a presumption that claimant had not met the applicable standard of conduct.

Section 7.4. Non-Exclusivity of Rights. The rights conferred in this Article VII shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-laws, agreement, vote of Stockholders or disinterested Directors or otherwise.

Section 7.5. Successors. The indemnification and advancement of expenses provided by or granted pursuant to, this Article VII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7.6. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the New York Business Corporation Law.

ARTICLE VIII: AMENDMENTS

Section 8.1. Amendments to the By-laws. Except as may otherwise be provided in the Certificate of Incorporation (including, without limitation, any certificate of designation setting forth the rights, preferences (if any) or privileges applicable to a class of capital stock of the Corporation) and the provisions of the New York Business Corporation Law, these By-laws shall only be altered, amended, restated, changed, added to and/or repealed by the affirmative vote of the holders of a majority of the outstanding stock issued and entitled to vote or of a majority of the entire Board of Directors.

Section 8.2. Recording Amendments. The text of all amendments to these By-Laws shall be attached to the By-laws with a notation of the date of each such amendment.

11/24/2004 11:58 2025729686 CTCORP PAGE 02/02

FTI, LLC

ARTICLES OF ORGANIZATION

The UNDERSIGNED, in order to form a limited liability company under and by virtue of the Maryland Limited Liability Company Act, MD. CORPS & ASS'NS CODE ANN., § 4A-101, *et seq.* (the "LLC Act"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

FTI, LLC

SECOND: The purpose for which the Company is formed is to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act which the members may from time to time authorize or approve pursuant to the provisions of the Operating Agreement.

The foregoing purpose shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

THIRD: The present address of the principal office of the Company in the State of Maryland is 909 Commerce Road, Annapolis, Maryland 21401.

FOURTH: The name and address of the resident agent of the Company are: The Corporation Trust Incorporated, 300 E. Lombard Street, Baltimore, MD 21202.

Joanne F. Catanese
Signature of Authorized Person

[Joanne F. Catanese, Secretary]

Mark S. Eppley
Assistant Vice-President
and Secretary

Resident Agent
I hereby consent to my designation in this document.

The Corporation Trust Incorporated
300 E. Lombard Street, Suite 1400
Baltimore, Maryland 21202

Attn: Joanne F. Catanese, Secretary

STATE OF MARYLAND

I hereby certify that [illegible]

9-21-05

[illegible], Custodian

This stamp replaces our previous [illegible] system. Effective: 6/95

OPERATING AGREEMENT
OF
FTI, LLC

THIS OPERATING AGREEMENT (this "Agreement"), dated effective November 24, 2004, is executed on behalf of FTI Consulting, Inc., a Maryland corporation, as the sole member (the "Member") of FTI, LLC, a Maryland limited liability company (the "Company").

1. The Member has formed the Company as a limited liability company under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., § 4A-1-1, *et seq* (the "LLC Act").

2. The purpose for which the Company is formed is to engage in any lawful act or activity that may be carried on by a limited liability company under the LLC Act.

3. The Member has caused Articles of Organization of the Company to be executed by an authorized person (within the meaning of § 4A-101(c) of the LLC Act) and filed for record with the Maryland State Department of Assessments and Taxation ("SDAT") as of the date of this Agreement.

4. The Company shall have perpetual existence beginning on the date that the Articles of Organization were filed and received by SDAT.

5. The initial address of the principal office of the Company in the State of Maryland and the name and address of the initial resident agent of the Company in the State of Maryland are as set forth in the Articles of Organization.

6. The ownership interests in the Company consist of an unlimited number of membership interests. The Company may issue membership interests in such amounts, in such classes and series, and for such consideration, whether cash, services, promissory notes or property in-kind, as it or its Managers shall determine from time to time. Currently, its membership interests consist of one class.

7. The Member has acquired one membership interest in the Company, representing all of the membership interests issued and outstanding on the date hereof, which membership interest has been duly authorized, validly issued and duly paid for, in consideration of the payment of costs and the provision of services associated with the organization and operation of the Company.

8. The Company shall make distributions to the Member as it shall determine from time to time.

9. The exclusive authority to manage, control and operate the Company is vested in the Member and the persons appointed by the Member as Managers. The day

to day operations of the Company shall be under the direction of the Officers as appointed by the Managers from time to time.

10. The Member shall establish the initial number of Managers, which initially shall be two. The initial Managers of the Company will be Jack B. Dunn, IV and Theodore I. Pincus, each to hold office until their respective successor is appointed and qualifies. The affirmative vote of a majority of Managers shall constitute approval of matters submitted to the Managers for approval.

11. The Company may have a Chairman, a Chief Executive Officer, a President, a Chief Financial Officer, a Secretary and a Treasurer. In the absence of any designation, the Chairman, or in the absence of a Chairman, the President, shall serve as the chief executive officer. The Company may also have a one or more Vice Presidents, a Chief Operating Officer, assistant officers, subordinate officers and any other class of officers, as may be established by the Managers, including, those with the title of "senior managing director." The Managers may grant to the Chairman, Chief Executive Officer, President and any other officer it shall designate from time to time the authority to appoint members of a class of officer of the Company, subject to such conditions, if any, it shall determine. A person may hold more than one office in the Company, except that no person may serve concurrently as both President and Vice President of the Company. The Officers may also be, but do not need to be, Managers.

12. The Managers shall appoint the officers of the Company. The Mangers may from time to time authorize any committee or officer to appoint assistant officers, subordinate officers and class of officer designated by the Managers. The appointment of an officer, employee or agent shall not of itself create contract rights. All officers shall be appointed to hold their offices, respectively, during the pleasure of the Managers. The Managers (or as to any assistant officer, subordinate officer or class of officer, any committee or officer authorized by the Managers), may remove an officer at any time. The removal of an officer shall not prejudice his or her contract rights. The Managers, (or as to any assistant officer, subordinate officer or class of officer, any committee or officer authorized by the Managers), may fill a vacancy which occurs in any office for the unexpired portion of the term.

13. Each Manager and Officer, by his or her signature shall have the authority and right to act for and bind the Company within the duties of his or her office and as otherwise authorized by the Managers.

14. The Company shall indemnify (i) its Managers and Officers to the fullest extent permitted or authorized by the laws of the State of Maryland now or hereafter in force, including (without limitation) the advance of expenses under the procedures and to the full extent permitted by law, and (ii) other employees and agents of the Company to such extent as authorized by the Managers from time to time subject to applicable law. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Managers may take such action as is necessary to carry out these indemnification provisions and is expressly

empowered to adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of the Articles of Organization or this Agreement or repeal of any of the provisions thereof or hereof shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal. The indemnification shall be payable solely from the assets of the Company and no Member shall have any personal, corporate or limited liability company liability therefore.

15. To the fullest extent permitted by Maryland statutory or decisional law, as amended or interpreted, no Manager or Officer of the Company shall be personally liable to the Company or any Members for money damages. No amendment of the Articles of Organization or this Agreement, or repeal of any of their respective provisions shall limit or eliminate the limitation on liability provided to the Managers and Officers hereunder with respect to any act or omission occurring prior to such amendment or repeal.

16. Except as required by the LLC Act, the bankruptcy, dissolution, liquidation or termination of the Member shall not automatically cause the dissolution or liquidation of the Company.

17. The Company shall be dissolved upon the authorization of the Managers to dissolve, liquidate and terminate the Company, and no other event (including any event specified in § 4A-606 of the LLC Act) shall cause or result in the liquidation or dissolution of the Company. Upon an event of dissolution, the Managers shall wind-down and liquidate the Company. After satisfaction (whether payment or by establishment of reserves therefore) of creditors, the remaining assets (if any) shall be distributed to the Member(s).

18. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to conflict of law principles.

IN WITNESS WHEREOF, the undersigned sole Member has caused this Agreement to be executed as of the date and year first above written.

FTI CONSULTING, INC.

By: _____
Name: Theodore I. Pincus
Title: Executive Vice President and Chief Financial Officer

FTI CONSULTING LLC

ARTICLES OF ORGANIZATION

The UNDERSIGNED, in order to form a limited liability company under and by virtue of the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the "LLC Act"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

FTI CONSULTING LLC

SECOND: The purpose for which the Company is formed is to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act, which the member may from time to time authorize or approve pursuant to the provisions of the Operating Agreement of the Company. The foregoing purpose shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

THIRD: The present address of the principal office of the Company in the State of Maryland is 909 Commerce Road, Annapolis, Maryland 21401.

FOURTH: The name and address of the resident agent of the Company are: The Corporation Trust Incorporated, 300 E. Lombard Street, Suite 1400, Baltimore, MD 21202.

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of §4A-101(c) of the LLC Act, has signed these Articles of Organization, acknowledging the same to be his or her act, on June 29, 2007.

Joanne F. Catanese
Signature of Authorized Person
Joanne F. Catanese, Secretary

2007 JUN 29 A 10:13
RECEIVED FOR RECORD
ASSESSMENTS AND TAXATION

CONSENT OF RESIDENT AGENT

THE UNDERSIGNED hereby consents to act as resident agent in Maryland for the entity named in the attached document.

The Corporation Trust Incorporated
Mark Brinkman
Vice President and Assistant Secretary

CUST ID:0001986854
WORK ORDER:0001429892
DATE:06-29-2007 03:36 PM
AMT. PAID:$150.00

BRANCH OF CHARTER
I hereby certify that
BY:
This stamp replaces our previous certification system. Effective: 6/95
Canadian

9-21-07

FTI CONSULTING LLC
OPERATING AGREEMENT

THIS OPERATING AGREEMENT (this ***"Agreement"***) of FTI Consulting LLC, a Maryland limited liability company (the ***"Company"***), is made and entered into as of June 29, 2007, by the Member set forth on Schedule A attached hereto and made a part hereof (the ***"Member"***).

RECITALS

WHEREAS, the Company is a limited liability company that was formed as a limited liability company under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the ***"Act"***) pursuant to articles of organization filed on June 25, 2007.

PROVISIONS

The Member desires to enter into this Agreement to establish the manner in which the business and affairs of the Company shall be managed, and hereby agrees as follows:

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the Member agrees as follows:

Section 1. Name. The name of the limited liability company is **FTI CONSULTING LLC**.

Section 2. Purpose. The purpose for which the Company is formed and the business and objectives to be carried on and promoted by it are to engage in any lawful act or activity which may be carried on by a limited liability company under the Act.

Section 3. Principal Office. The address of the principal office of the Company in the State of Maryland is as set forth in the Company's articles of organization.

Section 4. Resident Agent. The name and address of the resident agent of the Company for service of process on the Company in the State of Maryland are as set forth in the Company's articles of organization.

Section 5. Member. The name and the business and mailing address of the Member are set forth on Schedule A.

Section 6. Powers. In addition to the authority of the Member, the authority to manage, control and operate the Company shall also be vested collectively in the individuals, who need not be Members, elected by the Member as managers of the Company (the ***"Managers"***). All powers of the Company may be exercised by or under the authority of the Managers acting collectively, and not individually (the ***"Board of Managers"***). Unless otherwise provided herein, all decisions to be made by and all actions to be taken by the Board of Managers shall require the consent of a majority of the Managers. The Board of Managers shall have full and exclusive right, power and authority to manage the affairs of the Company and

make all decisions with respect thereto, except for those matters expressly reserved to the Member by this Agreement or the Act.

The initial number of Managers shall be three, which number may be increased or decreased by the Member. Jack B. Dunn, IV; Theodore I. Pincus; and Eric B. Miller are each hereby designated as a Manager.

Section 7. Officers. The Board of Managers shall appoint or elect officers of the Company (***"Officers"***) for the purpose of managing the daily operations of the Company. The Officers shall have the powers and authority to act for the Company as a corresponding officer of a Maryland corporation would have to act for a Maryland corporation unless otherwise designated by resolution by the Board of Managers. The names of the initial Officers serving the Company and the capacities in which they shall serve are as follows:

Name	Office
Jack B. Dunn, IV	President
Dominic DiNapoli	Vice President
Eric B. Miller	Vice President
Theodore I. Pincus	Vice President, Chief Financial Officer & Treasurer
Joanne F. Catanese	Secretary
Cheryl Meeks	Assistant Secretary

Section 8. Dissolution. The Company shall be dissolved upon the election by the Member to dissolve, wind down and terminate the Company.

Section 9. Capital Contributions. The Member shall have the percentage interests set forth on such Schedule A. The Member is not required to make any additional capital contribution to the Company.

Section 10. Profits and Losses; Distributions. All profits and losses of the Company shall be allocated to the Member and all cash which the Board of Managers determines is available for distribution shall be distributed to the Member.

Section 11. Liability of the Member and Managers. To the fullest extent permitted by law, the Member and the Managers shall not have any liability for the obligations or liabilities of the Company.

Section 12. Indemnification.

12.1 Claims. The Company, or its receiver or trustee, shall pay all judgments and valid claims asserted by anyone (a ***"Claimant"***) against it, and shall indemnify and save harmless, to the fullest extent permitted by applicable law, the Member (and the Member's affiliates, officers, directors, partners, members, shareholders, employees and agents), the Managers and the Officers (all such persons being referred to as ***"Indemnified Persons"***), from

any liability, loss or damage to a Claimant incurred by the Indemnified Person by reason of any act performed or omitted to be performed by the Indemnified Person in connection with the business of the Company, and from liabilities or obligations of the Company imposed on such Indemnified Person by virtue of such person's position with the Company, including, without limitation, all attorneys' fees and costs and any amounts expended or incurred by such person in connection with the defense or the settlement of any such action based on any such act or omission, including all such liabilities under the Act. The Company, or its receiver or trustee, may also provide such indemnity to its employees and agents.

12.2 Insurance. The Company shall have the power to purchase and maintain insurance in reasonable amounts on behalf of each of the Member, the Managers, the Officers and employees and agents of the Company against any liability incurred by them in their capacities as such, whether or not the Company has the power to indemnify them against such liability.

12.3 Advancement of Expenses. Expenses including attorneys' fees incurred by the Member, a Manager or an Officer in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Member, Manager or Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized by law or in this section. Such expenses incurred by former Managers and Officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

Section 13. Miscellaneous. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first written above.

MEMBER:

FTI FD LLC

By: _____
Name: Eric B. Miller
Title: Vice President

Schedule A

Member, Address, and Membership Interest

Member and Address	Membership Interest
FTI FD LLC 909 Commerce Road Annapolis, Maryland 21401	100%

FTI GENERAL PARTNER LLC

ARTICLES OF ORGANIZATION

The UNDERSIGNED, in order to form a limited liability company under and by virtue of the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the "LLC Act"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

FTI General Partner LLC

SECOND: The purpose for which the Company is formed is to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act, which the member may from time to time authorize or approve pursuant to the provisions of the Operating Agreement of the Company. The foregoing purpose shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

THIRD: The present address of the principal office of the Company in the State of Maryland is 909 Commerce Road, Annapolis, Maryland 21401.

FOURTH: The name and address of the resident agent of the Company are: The Corporation Trust Incorporated, 300 E. Lombard Street, Suite 1400, Baltimore, MD 21202.

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of §4A-101(c) of the LLC Act, has signed these Articles of Organization, acknowledging the same to be his or her act, on July 25, 2007.

Eric B. Miller

Signature of Authorized Person
Eric B. Miller, Manager

2007 JUL 25 P 3:53

CONSENT OF RESIDENT AGENT

THE UNDERSIGNED hereby consents to act as resident agent in Maryland for the entity named in the attached document.

Mark Bilus

For:
The Corporation Trust Incorporated

Mark Bilus
Vice President and Assistant Secretary

CUST ID:0001998835
WORK ORDER:0001441873
DATE:07-26-2007 02:32 PM
AMT. PAID:$150.00

9-7-18 2

FTI GENERAL PARTNER LLC

OPERATING AGREEMENT

THIS OPERATING AGREEMENT of FTI General Partner LLC, a Maryland limited liability company (the ***"Company"***), is made and entered into as of Jan 25, 2007 (this "***Agreement***"), by the Member set forth on Schedule A attached hereto and made a part hereof (the ***"Member"***).

RECITALS

WHEREAS, the Company is a limited liability company that was formed as a limited liability company under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the ***"Act"***) pursuant to articles of organization filed on September 5, 2006.

PROVISIONS

The Member desires to enter into this Agreement to establish the manner in which the business and affairs of the Company shall be managed, and hereby agrees as follows:

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the Member agrees as follows:

Section 1. Name. The name of the limited liability company is:

FTI GENERAL PARTNER LLC

Section 2. Purpose. The purpose for which the Company is formed and the business and objectives to be carried on and promoted by it are to engage in any lawful act or activity which may be carried on by a limited liability company under the Act.

Section 3. Principal Office. The address of the principal office of the Company in the State of Maryland is as set forth in the Company's articles of organization.

Section 4. Resident Agent. The name and address of the resident agent of the Company for service of process on the Company in the State of Maryland are as set forth in the Company's articles of organization.

Section 5. Member. The names, mailing addresses and equity ownership of the Member are set forth on Schedule A, which may be amended from time to time to reflect changes in membership and equity ownership in the Company without further action of the Managers and Members.

Section 6. Powers. In addition to the authority of the Member, the authority to manage, control and operate the Company shall also be vested collectively in the individuals, who need not be Members, elected by the Member as managers of the Company (the "***Managers***"). All powers of the Company may be exercised by or under the authority of the

Managers acting collectively, and not individually (the "***Board of Managers***"). Unless otherwise provided herein, all decisions to be made by and all actions to be taken by the Board of Managers shall require the consent of a majority of the Managers. The Board of Managers shall have full and exclusive right, power and authority to manage the affairs of the Company and make all decisions with respect thereto, except for those matters expressly reserved to the Member by this Agreement or the Act.

The initial number of Managers shall be three, which number may be increased or decreased by the Member. Jack B. Dunn, IV; Theodore I. Pincus; and Eric B. Miller are each hereby designated as a Manager.

Section 7. Officers. The Board of Managers shall appoint or elect officers of the Company (***"Officers"***) for the purpose of managing the daily operations of the Company. The Officers shall have the powers and authority to act for the Company as a corresponding officer of a Maryland corporation would have to act for a Maryland corporation unless otherwise designated by resolution by the Board of Managers. The names of the initial Officers serving the Company and the capacities in which they shall serve are as follows:

Name	Office
Jack B. Dunn, IV	President
Dominic DiNapoli	Vice President
Eric B. Miller	Vice President
Theodore I. Pincus	Vice President, Chief Financial Officer & Treasurer
Joanne F. Catanese	Secretary
Cheryl Meeks	Assistant Secretary

Section 8. Dissolution. The Company shall be dissolved upon the election by the Member to dissolve and terminate the Company.

Section 9. Capital Contributions. The Member shall have the percentage interests set forth on Schedule A to the Agreement. The Member is not required to make any additional capital contribution to the Company.

Section 9.1. Membership Interests. Membership interests in the Company shall be divided into equity units (the "***Units***") evidenced by the issue of equity certificates, and the ownership of each Member is reflected on Appendix A to this Amendment.

Section 9.2 Certificates; Legends. Pursuant to and in accordance with the provisions of the Uniform Commercial Code, as amended and in effect from time to time in the state of Maryland (the "***MD UCC***"), all Units in the Company shall be considered and treated as "securities" governed by Article 8 of the MD UCC. All Units of the Company shall hereinafter be evidenced and represented by a certificate evidencing such Units issued by the Company to

each Member in the form attached hereto as Exhibit A. Each such certificate is intended to be and shall be considered a "security certificate" within the meaning of Article 8 of the MD UCC. Each Officer (such term being defined in Section 7 herein) is hereby authorized, empowered, and directed to execute and deliver any such certificate evidencing the Units. Any certificates evidencing the Units shall bear a legend reflecting the restrictions on the Transfer of such Units contained in this Agreement.

Section 9.3 Restrictions on Transfer. The Member understands and agrees that the Units have not been registered under the Securities Act of 1933, as amended (the "***Securities Act***"), and may not be sold, assigned or transfered unless a registration statement covering the Units is in effect or an exemption from the registration requirements is available under the Securities Act and applicable state or foreign laws. The following legends shall be placed on the certificate(s) evidencing the Units stating in substance:

> THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY APPLICABLE STATE AND FOREIGN LAWS. THE UNITS MAY NOT BE SOLD, PLEDGED, TRANSFERRED OR ASSIGNED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE PROVISIONS OF THE SECURITIES ACT OR ANY APPLICABLE STATE OR FOREIGN SECURITIES LAWS, OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR IN A TRANSACTION OTHERWISE IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE OR FOREIGN SECURITIES LAWS.
>
> THESE TERMS OF THE UNITS ARE SET FORTH IN THE OPERATING AGREEMENT OF THE COMPANY, A COPY OF WHICH WILL BE FURNISHED BY THE COMPANY TO A UNIT HOLDER WITHOUT CHARGE UPON REQUEST. ANY SUCH REQUEST SHOULD BE ADDRESSED TO THE SECRETARY OF THE CORPORATION.

Section 10. Profits and Losses; Distributions. All profits and losses of the Company shall be allocated to the Member and all cash which the Board of Managers determines is available for distribution shall be distributed to the Member.

Section 11. Liability of the Member and Managers. To the fullest extent permitted by law, the Member and the Managers shall not have any liability for the obligations or liabilities of the Company.

Section 12. Indemnification.

12.1 Claims. The Company, or its receiver or trustee, shall pay all judgments and valid claims asserted by anyone (a "***Claimant***") against it, and shall indemnify and save harmless, to the fullest extent permitted by applicable law, the Member (and the Member's affiliates, officers, directors, partners, members, shareholders, employees and agents), the Managers and the Officers (all such persons being referred to as "***Indemnified Persons***"), from any liability, loss or damage to a Claimant incurred by the Indemnified Person by reason of any act performed or omitted to be performed by the Indemnified Person in connection with the business of the Company, and from liabilities or obligations of the Company imposed on such

Indemnified Person by virtue of such person's position with the Company, including, without limitation, all attorneys' fees and costs and any amounts expended or incurred by such person in connection with the defense or the settlement of any such action based on any such act or omission, including all such liabilities under the Act. The Company, or its receiver or trustee, may also provide such indemnity to its employees and agents.

12.2 Insurance. The Company shall have the power to purchase and maintain insurance in reasonable amounts on behalf of each of the Member, the Managers, the Officers and employees and agents of the Company against any liability incurred by them in their capacities as such, whether or not the Company has the power to indemnify them against such liability.

12.3 Advancement of Expenses. Expenses including attorneys' fees incurred by the Member, a Manager or an Officer in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Member, Manager or Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized by law or in this section. Such expenses incurred by former Managers and Officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

Section 13. Miscellaneous. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first written above.

MEMBER:

FTI INTERNATIONAL LLC

By: _____

Name: Jack B. Dunn, IV.
Title: President

Schedule A

Member, Address, Units and Membership Interest

Member and Address	Number of Units	Percentage of Membership Interest
FTI International LLC 909 Commerce Road Annapolis, Maryland 21401	100	100%

Number <XX>

Organized Under the Laws of the State of Maryland

Units <XX>

EXHIBIT A

[LLC]

SPECIMEN MEMBERSHIP CERTIFICATE

This certifies that <XX> is a member of the above named Limited Liability Company as a holder of <XX> (<XX>) Units of such Limited Liability Company, and is entitled to the full benefits and privileges of such membership, subject to the Maryland Limited Liability Company Act and the Operating Agreement of the Limited Liability Company.

In Witness Whereof, the Limited Liability Company has caused this certificate to be executed by its duly authorized Manager as of this ____ day of _____, 2007 and its Limited Liability Company seal to be hereunto affixed.

[Name of Limited Liability Company]
Manager

_____ **[SEAL]**
Name:
Title:

Organized Under the Laws of the State of Maryland

Number <XX> Units <XX>

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY APPLICABLE STATE AND FOREIGN LAWS. THE UNITS MAY NOT BE SOLD, PLEDGED, TRANSFERRED OR ASSIGNED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE PROVISIONS OF THE SECURITIES ACT OR ANY APPLICABLE STATE OR FOREIGN SECURITIES LAWS, OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR IN A TRANSACTION OTHERWISE IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE OR FOREIGN SECURITIES LAWS.

THESE TERMS OF THE UNITS ARE SET FORTH IN THE OPERATING AGREEMENT OF THE COMPANY, A COPY OF WHICH WILL BE FURNISHED BY THE COMPANY TO A UNIT HOLDER WITHOUT CHARGE UPON REQUEST. ANY SUCH REQUEST SHOULD BE ADDRESSED TO THE SECRETARY OF THE CORPORATION.

07/16/2007 09:00 4102247869 FTI LEGAL BALTIMORE

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID:0001934283
WORK ORDER:0004427001
DATE:07-17-2007 11:43 AM
AMT. PAID:$150.00

FTI HOSTING LLC

ARTICLES OF ORGANIZATION

The UNDERSIGNED, in order to form a limited liability company under and by virtue of the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the "LLC Act"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

FTI Hosting LLC

SECOND: The purpose for which the Company is formed is to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act, which the member may from time to time authorize or approve pursuant to the provisions of the Operating Agreement of the Company. The foregoing purpose shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

THIRD: The present address of the principal office of the Company in the State of Maryland is 909 Commerce Road, Annapolis, Maryland 21401.

FOURTH: The name and address of the resident agent of the Company are: The Corporation Trust Incorporated, 300 E. Lombard Street, Suite 1400, Baltimore, MD 21202.

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of §4A-101(c) of the LLC Act, has signed these Articles of Organization, acknowledging the same to be his or her act, on July 13, 2007.

Eric B. Miller
Signature of Authorized Person
Eric B. Miller, Vice President

2007 JUL 16 P 3:34
RECEIVED
DEPARTMENT OF
ASSESSMENTS AND TAXATION

CONSENT OF RESIDENT AGENT

THE UNDERSIGNED hereby consents to act as resident agent in Maryland for the entity named in the attached document.

The Corporation Trust Incorporated

Mark Brinkman
Vice President and Assistant Secretary

9-2-20

Canadian

This stamp replaces our previous [illegible]. Effective: 6/95

FTI HOSTING LLC
OPERATING AGREEMENT

THIS OPERATING AGREEMENT (this ***"Agreement"***) of FTI Hosting LLC, a Maryland limited liability company (the ***"Company"***), is made and entered into as of July 16, 2007, by the Member set forth on Schedule A attached hereto and made a part hereof (the ***"Member"***).

RECITALS

WHEREAS, the Company is a limited liability company that was formed as a limited liability company under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the ***"Act"***) pursuant to articles of organization filed on July 16, 2007.

PROVISIONS

The Member desires to enter into this Agreement to establish the manner in which the business and affairs of the Company shall be managed, and hereby agrees as follows:

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the Member agrees as follows:

Section 1. Name. The name of the limited liability company is **FTI HOSTING LLC**.

Section 2. Purpose. The purpose for which the Company is formed and the business and objectives to be carried on and promoted by it are to engage in any lawful act or activity which may be carried on by a limited liability company under the Act.

Section 3. Principal Office. The address of the principal office of the Company in the State of Maryland is as set forth in the Company's articles of organization.

Section 4. Resident Agent. The name and address of the resident agent of the Company for service of process on the Company in the State of Maryland are as set forth in the Company's articles of organization.

Section 5. Member. The name and the business and mailing address of the Member are set forth on Schedule A.

Section 6. Powers. In addition to the authority of the Member, the authority to manage, control and operate the Company shall also be vested collectively in the individuals, who need not be Members, elected by the Member as managers of the Company (the ***"Managers"***). All powers of the Company may be exercised by or under the authority of the Managers acting collectively, and not individually (the ***"Board of Managers"***). Unless otherwise provided herein, all decisions to be made by and all actions to be taken by the Board of Managers shall require the consent of a majority of the Managers. The Board of Managers shall have full and exclusive right, power and authority to manage the affairs of the Company and

make all decisions with respect thereto, except for those matters expressly reserved to the Member by this Agreement or the Act.

The initial number of Managers shall be three, which number may be increased or decreased by the Member. Jack B. Dunn, IV; Theodore I. Pincus; and Eric B. Miller are each hereby designated as a Manager.

Section 7. Officers. The Board of Managers shall appoint or elect officers of the Company (***"Officers"***) for the purpose of managing the daily operations of the Company. The Officers shall have the powers and authority to act for the Company as a corresponding officer of a Maryland corporation would have to act for a Maryland corporation unless otherwise designated by resolution by the Board of Managers. The names of the initial Officers serving the Company and the capacities in which they shall serve are as follows:

Name	Office
Jack B. Dunn, IV	President
Dominic DiNapoli	Vice President
Eric B. Miller	Vice President
Theodore I. Pincus	Vice President, Chief Financial Officer & Treasurer
Joanne F. Catanese	Secretary
Cheryl Meeks	Assistant Secretary

Section 8. Dissolution. The Company shall be dissolved upon the election by the Member to dissolve and terminate the Company.

Section 9. Capital Contributions. The Member shall have the percentage interests set forth on such Schedule A. The Member is not required to make any additional capital contribution to the Company.

Section 10. Profits and Losses; Distributions. All profits and losses of the Company shall be allocated to the Member and all cash which the Board of Managers determines is available for distribution shall be distributed to the Member.

Section 11. Liability of the Member and Managers. To the fullest extent permitted by law, the Member and the Managers shall not have any liability for the obligations or liabilities of the Company.

Section 12. Indemnification.

12.1 Claims. The Company, or its receiver or trustee, shall pay all judgments and valid claims asserted by anyone (a ***"Claimant"***) against it, and shall indemnify and save harmless, to the fullest extent permitted by applicable law, the Member (and the Member's affiliates, officers, directors, partners, members, shareholders, employees and agents), the Managers and the Officers (all such persons being referred to as ***"Indemnified Persons"***), from

any liability, loss or damage to a Claimant incurred by the Indemnified Person by reason of any act performed or omitted to be performed by the Indemnified Person in connection with the business of the Company, and from liabilities or obligations of the Company imposed on such Indemnified Person by virtue of such person's position with the Company, including, without limitation, all attorneys' fees and costs and any amounts expended or incurred by such person in connection with the defense or the settlement of any such action based on any such act or omission, including all such liabilities under the Act. The Company, or its receiver or trustee, may also provide such indemnity to its employees and agents.

12.2 Insurance. The Company shall have the power to purchase and maintain insurance in reasonable amounts on behalf of each of the Member, the Managers, the Officers and employees and agents of the Company against any liability incurred by them in their capacities as such, whether or not the Company has the power to indemnify them against such liability.

12.3 Advancement of Expenses. Expenses including attorneys' fees incurred by the Member, a Manager or an Officer in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Member, Manager or Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized by law or in this section. Such expenses incurred by former Managers and Officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

Section 13. Miscellaneous. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first written above.

MEMBER:

FTI CONSULTING, INC.

By: Eric B. Miller

Name: Eric B. Miller
Title: Senior Vice President
and General Counsel

Schedule A

Member, Address, and Membership Interest

Member and Address	Membership Interest
FTI Consulting, Inc. 909 Commerce Road Annapolis, Maryland 21401	100%

FTI HOSTING LLC
AMENDMENT NO. 1 to OPERATING AGREEMENT

THIS AMENDMENT No. 1 dated as of September 5, 2007 (this "Amendment"), to the Operating Agreement dated as of July 16, 2007 (the "Agreement"), of FTI Hosting LLC, a Maryland limited liability company (the ***"Company"***), is made and entered into as of the date hereof.

RECITALS

WHEREAS, FTI Consulting, Inc., a Maryland corporation (***"FTI"***), has transferred its member interest (the "Interest") in the Company effective as of September 5, 2007 (the "***Effective Date***"); and

NOW THEREFORE, Schedule A of the Agreement is hereby amended in its entirety as attached to this amendment to reflect the new Member of the Company.

All remaining Sections of the Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first written above.

MEMBER:

FTI TECHNOLOGY LLC

By: Eric B. Miller
Name: Eric B. Miller
Title: Vice President

Schedule A

Member, Address, and Membership Interest

Member and Address	Membership Interest
FTI Technology LLC 909 Commerce Road Annapolis, Maryland 21401	100%

FTI FD LLC

ARTICLES OF ORGANIZATION

The UNDERSIGNED, in order to form a limited liability company under and by virtue of the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the "LLC Act"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

FTI FD LLC

SECOND: The purpose for which the Company is formed is to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act, which the member may from time to time authorize or approve pursuant to the provisions of the Operating Agreement of the Company. The foregoing purpose shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

THIRD: The present address of the principal office of the Company in the State of Maryland is 909 Commerce Road, Annapolis, Maryland 21401.

FOURTH: The name and address of the resident agent of the Company are: The Corporation Trust Incorporated, 300 E. Lombard Street, Suite 1400, Baltimore, MD 21202.

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of §4A-101(c) of the LLC Act, has signed these Articles of Organization, acknowledging the same to be his or her act, on September 5, 2006.

Eric B. Miller

Signature of Authorized Person
Eric B. Miller, Vice President

CONSENT OF RESIDENT AGENT

THE UNDERSIGNED hereby consents to act as resident agent in Maryland for the entity named in the attached document.

Ena S. Murphy
Assistant Secretary

The Corporation Trust Incorporated

CUST ID:0001842284
WORK ORDER:0001285242
DATE:09-05-2006 02:44 PM
AMT. PAID:$192.00

4/Stanley Lyon 9-21-18

2

FTI FD LLC

ARTICLES OF AMENDMENT

TO

ARTICLES OF ORGANIZATION

JULY 25, 2007

THE UNDERSIGNED, in order to amend the Articles of Organization of FTI FD LLC, a Maryland limited liability company (the "Company"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

Article FIRST of the Articles of Organization of the Company is hereby deleted in its entirety and replaced with the following:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

FTI INTERNATIONAL LLC

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of Section 4A-101(c) of the Maryland Limited Liability Company Act, has signed these Articles of Amendment to the Articles of Organization, acknowledging the same to be his act, on the day and year first written above.

AUTHORIZED PERSON:

Eric B. Miller

Eric B. Miller, Manager

ASSESSMENTS AND TAXATION
2007 JUL 25 P 3:43

4

WRITTEN CONSENT OF THE SOLE MEMBER OF FTI FD LLC

The undersigned, being the sole member of FTI FD LLC, a Maryland limited liability company act (the "Company"), pursuant to Section 4A-204 of the Maryland Limited Liability Company Act, hereby approves and adopts the following actions and directs that the Secretary of the Company file this Consent in the Minute Book of the Company.

RESOLVED, that the name of the Company shall be changed to "FTI International LLC" effective upon filing of the Articles of Amendment to the Articles of Organization of the Company with the Maryland State Department of Assessments and Taxation ("SDAT").

RESOLVED, FURTHER, that the managers and officers of the Company the ("Authorized Officers") or any one of them, be and hereby are authorized, empowered and directed to prepare, execute and deliver file Articles of Amendment to the Articles of Organization of the Company to effect the name change and file such Articles of Amendment with SDAT.

RESOLVED, FURTHER, that the Authorized Officers be and hereby are authorized, empowered and directed to prepare, execute, deliver and file such other documents, instrument, certificates and notices as any one of them shall deem necessary or advisable under the laws of any governmental or regulatory authority and the laws, rules and regulations of any jurisdiction, including foreign jurisdictions in which the Company now or in the future shall conduct business, to carry-out or provide notice of the name change.

RESOLVED, FURTHER, the Authorized Officers of the Company are each hereby authorized, empowered and directed, in the name and on behalf of the Company, to enter into, execute, deliver and perform any and all agreements, amendments, consents, certificates, instruments, documents, notices, requests or approvals as any such officer may determine to be required, advisable or appropriate in connection with the matters authorized in this and the preceding resolutions, and to take any and all other actions and pay such fees, expenses and disbursements as any such officers may deem to be required, advisable or appropriate in connection with the matters authorized in this and the preceding resolutions, such determination to be evidenced conclusively by such entry, execution, delivery, performance or the taking of such action by any of such officer.

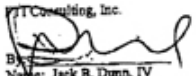
RESOLVED, FURTHER, that the authority given hereunder shall be deemed retroactive, and any acts referred to herein performed before the adoption of these resolutions are hereby authorized, ratified, confirmed and approved.

[Signature Appears on Next Page]

Effective as of June 25, 2007

SOLE MEMBER

FTI Consulting, Inc.



By: _____
Name: Jack B. Dunn, IV
Title: President and Chief Executive Officer

CUST ID:0001998832
WORK ORDER:0001441870
DATE:07-26-2007 02:28 PM
AMT. PAID:$150.00

FTI INTERNATIONAL LLC
(f/k/a FTI FD LLC)

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT of FTI International LLC (f/k/a FTI FD LLC), a Maryland limited liability company (the ***"Company"***), is made and entered into as of July 25, 2007 (this "***Amendment***"), amending and restating the Operating Agreement made and entered into as of September 5, 2006 (together with this Amendment, the "***Agreement***"), by the Member set forth on Schedule A attached hereto and made a part hereof (the ***"Member"***).

RECITALS

WHEREAS, the Company is a limited liability company that was formed as a limited liability company under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the ***"Act"***) pursuant to articles of organization filed on September 5, 2006.

PROVISIONS

The Member desires to enter into this Agreement to establish the manner in which the business and affairs of the Company shall be managed, and hereby agrees as follows:

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the Member agrees as follows:

Section 1. Name. The name of the limited liability company is:

FTI INTERNATIONAL LLC (F/K/A FTI FD LLC)

Section 2. Purpose. The purpose for which the Company is formed and the business and objectives to be carried on and promoted by it are to engage in any lawful act or activity which may be carried on by a limited liability company under the Act.

Section 3. Principal Office. The address of the principal office of the Company in the State of Maryland is as set forth in the Company's articles of organization.

Section 4. Resident Agent. The name and address of the resident agent of the Company for service of process on the Company in the State of Maryland are as set forth in the Company's articles of organization.

Section 5. Member. The names, mailing addresses and equity ownership of the Member are set forth on Schedule A, which may be amended from time to time to reflect changes in membership and equity ownership in the Company without further action of the Managers and Members.

Section 6. Powers. In addition to the authority of the Member, the authority to manage, control and operate the Company shall also be vested collectively in the individuals, who need not be Members, elected by the Member as managers of the Company (the ***"Managers"***). All powers of the Company may be exercised by or under the authority of the Managers acting collectively, and not individually (the ***"Board of Managers"***). Unless otherwise provided herein, all decisions to be made by and all actions to be taken by the Board of Managers shall require the consent of a majority of the Managers. The Board of Managers shall have full and exclusive right, power and authority to manage the affairs of the Company and make all decisions with respect thereto, except for those matters expressly reserved to the Member by this Agreement or the Act.

The initial number of Managers shall be three, which number may be increased or decreased by the Member. Jack B. Dunn, IV; Theodore I. Pincus; and Eric B. Miller are each hereby designated as a Manager.

Section 7. Officers. The Board of Managers shall appoint or elect officers of the Company (***"Officers"***) for the purpose of managing the daily operations of the Company. The Officers shall have the powers and authority to act for the Company as a corresponding officer of a Maryland corporation would have to act for a Maryland corporation unless otherwise designated by resolution by the Board of Managers. The names of the initial Officers serving the Company and the capacities in which they shall serve are as follows:

Name	**Office**
Jack B. Dunn, IV	President
Dominic DiNapoli	Vice President
Eric B. Miller	Vice President
Theodore I. Pincus	Vice President, Chief Financial Officer & Treasurer
Joanne F. Catanese	Secretary
Cheryl Meeks	Assistant Secretary

Section 8. Dissolution. The Company shall be dissolved upon the election by the Member to dissolve and terminate the Company.

Section 9. Capital Contributions. The Member shall have the percentage interests set forth on Schedule A to the Agreement. The Member is not required to make any additional capital contribution to the Company.

Section 9.1. Membership Interests. Membership interests in the Company shall be divided into equity units (the "***Units***") evidenced by the issue of equity certificates, and the ownership of each Member is reflected on Appendix A to this Amendment.

Section 9.2 Certificates; Legends. Pursuant to and in accordance with the provisions of the Uniform Commercial Code, as amended and in effect from time to time in the state of Maryland (the "***MD UCC***"), all Units in the Company shall be considered and treated as "securities" governed by Article 8 of the MD UCC. All Units of the Company shall hereinafter be evidenced and represented by a certificate evidencing such Units issued by the Company to each Member in the form attached hereto as Exhibit A. Each such certificate is intended to be and shall be considered a "security certificate" within the meaning of Article 8 of the MD UCC. Each Officer (such term being defined in Section 7 herein) is hereby authorized, empowered, and directed to execute and deliver any such certificate evidencing the Units. Any certificates evidencing the Units shall bear a legend reflecting the restrictions on the Transfer of such Units contained in this Agreement.

Section 9.3 Restrictions on Transfer. The Member understands and agrees that the Units have not been registered under the Securities Act of 1933, as amended (the "***Securities Act***"), and may not be sold, assigned or transfered unless a registration statement covering the Units is in effect or an exemption from the registration requirements is available under the Securities Act and applicable state or foreign laws. The following legends shall be placed on the certificate(s) evidencing the Units stating in substance:

> THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY APPLICABLE STATE AND FOREIGN LAWS. THE UNITS MAY NOT BE SOLD, PLEDGED, TRANSFERRED OR ASSIGNED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE PROVISIONS OF THE SECURITIES ACT OR ANY APPLICABLE STATE OR FOREIGN SECURITIES LAWS, OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR IN A TRANSACTION OTHERWISE IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE OR FOREIGN SECURITIES LAWS.
>
> THESE TERMS OF THE UNITS ARE SET FORTH IN THE OPERATING AGREEMENT OF THE COMPANY, A COPY OF WHICH WILL BE FURNISHED BY THE COMPANY TO A UNIT HOLDER WITHOUT CHARGE UPON REQUEST. ANY SUCH REQUEST SHOULD BE ADDRESSED TO THE SECRETARY OF THE CORPORATION.

Section 10. Profits and Losses; Distributions. All profits and losses of the Company shall be allocated to the Member and all cash which the Board of Managers determines is available for distribution shall be distributed to the Member.

Section 11. Liability of the Member and Managers. To the fullest extent permitted by law, the Member and the Managers shall not have any liability for the obligations or liabilities of the Company.

Section 12. Indemnification.

12.1 Claims. The Company, or its receiver or trustee, shall pay all judgments and valid claims asserted by anyone (a ***"Claimant"***) against it, and shall indemnify and save harmless, to the fullest extent permitted by applicable law, the Member (and the Member's

affiliates, officers, directors, partners, members, shareholders, employees and agents), the Managers and the Officers (all such persons being referred to as ***"Indemnified Persons"***), from any liability, loss or damage to a Claimant incurred by the Indemnified Person by reason of any act performed or omitted to be performed by the Indemnified Person in connection with the business of the Company, and from liabilities or obligations of the Company imposed on such Indemnified Person by virtue of such person's position with the Company, including, without limitation, all attorneys' fees and costs and any amounts expended or incurred by such person in connection with the defense or the settlement of any such action based on any such act or omission, including all such liabilities under the Act. The Company, or its receiver or trustee, may also provide such indemnity to its employees and agents.

12.2 Insurance. The Company shall have the power to purchase and maintain insurance in reasonable amounts on behalf of each of the Member, the Managers, the Officers and employees and agents of the Company against any liability incurred by them in their capacities as such, whether or not the Company has the power to indemnify them against such liability.

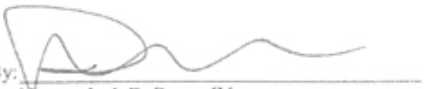
12.3 Advancement of Expenses. Expenses including attorneys' fees incurred by the Member, a Manager or an Officer in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Member, Manager or Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized by law or in this section. Such expenses incurred by former Managers and Officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

Section 13. Miscellaneous. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first written above.

MEMBER:

FTI CONSULTING, INC.

By: 

Name: Jack B. Dunn, IV
Title: President and Chief Executive Officer

Schedule A

Member, Address, Units and Membership Interest

Member and Address	Number of Units	Percentage of Membership Interest
FTI Consulting, Inc. 909 Commerce Road Annapolis, Maryland 21401	100	100%

Organized Under the Laws of the State of Maryland

Number <XX> Units <XX>

EXHIBIT A

[LLC]

SPECIMEN MEMBERSHIP CERTIFICATE

This certifies that <XX> is a member of the above named Limited Liability Company as a holder of <XX> (<XX>) Units of such Limited Liability Company, and is entitled to the full benefits and privileges of such membership, subject to the Maryland Limited Liability Company Act and the Operating Agreement of the Limited Liability Company.

In Witness Whereof, the Limited Liability Company has caused this certificate to be executed by its duly authorized Manager as of this ____ day of _____, 2007 and its Limited Liability Company seal to be hereunto affixed.

[Name of Limited Liability Company]
Manager

_____ [SEAL]
Name:
Title:

Organized Under the Laws of the State of Maryland

Number <XX> Units <XX>

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY APPLICABLE STATE AND FOREIGN LAWS. THE UNITS MAY NOT BE SOLD, PLEDGED, TRANSFERRED OR ASSIGNED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE PROVISIONS OF THE SECURITIES ACT OR ANY APPLICABLE STATE OR FOREIGN SECURITIES LAWS, OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR IN A TRANSACTION OTHERWISE IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE OR FOREIGN SECURITIES LAWS.

THESE TERMS OF THE UNITS ARE SET FORTH IN THE OPERATING AGREEMENT OF THE COMPANY, A COPY OF WHICH WILL BE FURNISHED BY THE COMPANY TO A UNIT HOLDER WITHOUT CHARGE UPON REQUEST. ANY SUCH REQUEST SHOULD BE ADDRESSED TO THE SECRETARY OF THE CORPORATION.

FTI Investigations, LLC

ARTICLES OF ORGANIZATION

The UNDERSIGNED, in order to form a limited liability company under and by virtue of the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the "LLC Act"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

FTI Investigations, LLC

SECOND: The purpose for which the Company is formed is to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act which the members may from time to time authorize or approve pursuant to the provisions of the Operating Agreement of the Company. The foregoing purpose shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

THIRD: The present address of the principal office of the Company in the State of Maryland is 909 Commerce Road, Annapolis, Maryland 21401.

FOURTH: The name and address of the resident agent of the Company are: The Corporation Trust Incorporated, 300 E. Lombard Street, Suite 1400, Baltimore, MD 21202.

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of §4A-101(c) of the LLC Act, has signed these Articles of Organization, acknowledging the same to be his or her act, on October 9, 2005.

Dianne R. Sagner
Signature of Authorized Person
Dianne R. Sagner, Secretary

CONSENT OF RESIDENT AGENT

THE UNDERSIGNED hereby consents to act as resident agent in Maryland for the entity named in the attached document.

The Corporation Trust Incorporated

9/Edwards Lyon 9-27-05

FTI INVESTIGATIONS, LLC
OPERATING AGREEMENT

THIS OPERATING AGREEMENT (this ***"Agreement"***) of FTI INVESTIGATIONS, LLC, a Maryland limited liability company (the ***"Company"***), is made and entered into as of November 9, 2005, by the person set forth on Schedule A attached hereto and made a part hereof (the ***"Member"***).

RECITALS

WHEREAS, the Company is a limited liability company that was formed as a limited liability company under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the ***"Act"***) pursuant to articles of organization filed on November 9, 2005.

PROVISIONS

The Member desires to enter into this Agreement to establish the manner in which the business and affairs of the Company shall be managed, and hereby agrees as follows:

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the Member agrees as follows:

Section 1. Name. The name of the limited liability company is **FTI INVESTIGATIONS, LLC**.

Section 2. Purpose. The purpose for which the Company is formed and the business and objects to be carried on and promoted by it are to engage in any lawful act or activity which may be carried on by a limited liability company under the Act.

Section 3. Principal Office. The address of the principal office of the Company in the State of Maryland is as set forth in the Company's articles of organization.

Section 4. Resident Agent. The name and address of the resident agent of the Company for service of process on the Company in the State of Maryland are as set forth in the Company's articles of organization.

Section 5. Member. The name and the business and mailing address of the Member are set forth on Schedule A.

Section 6. Powers. In addition to the authority of the Member, the authority to manage, control and operate the Company shall also be vested collectively in the individuals, who need not be Members, elected by the Member as managers of the Company (the ***"Managers"***). All powers of the Company may be exercised by or under the authority of the Managers acting collectively, and not individually (the ***"Board of Managers"***). Unless otherwise provided herein, all decisions to be made by and all actions to be taken by the Board of Managers shall require the consent of a majority of the Managers. The Board of Managers shall

have full and exclusive right, power and authority to manage the affairs of the Company and make all decisions with respect thereto, except for those matters expressly reserved to the Member by this Agreement or the Act.

The initial number of Managers shall be three, which number may be increased or decreased by the Member. Jack B. Dunn, IV, Theodore I. Pincus and Dianne R. Sagner are each hereby designated as a Manager.

Section 7. Officers. The Board of Managers shall appoint or elect officers of the Company (***"Officers"***) for the purpose of managing the daily operations of the Company. The Officers shall have the powers and authority to act for the Company as a corresponding officer of a Maryland corporation would have to act for a Maryland corporation unless otherwise designated by resolution by the Board of Managers. The names of the initial Officers serving the Company and the capacities in which they shall serve are as follows:

Name	Office
Jack B. Dunn, IV	President
Dominic DiNapoli	Vice President
Theodore I. Pincus	Chief Financial Officer and Treasurer
Dianne R. Sagner	Secretary
Cheryl Meeks	Assistant Secretary

Section 8. Dissolution. The Company shall be dissolved upon the election by the Member to dissolve and terminate the Company.

Section 9. Capital Contributions. The Member shall have the percentage interests set forth on such Schedule A. The Member is not required to make any additional capital contribution to the Company.

Section 10. Profits and Losses; Distributions. All profits and losses of the Company shall be allocated to the Member and all cash which the Board of Managers determines is available for distribution shall be distributed to the Member.

Section 11. Liability of the Member and Managers. To the fullest extent permitted by law, the Member and the Managers shall not have any liability for the obligations or liabilities of the Company.

Section 12. Indemnification.

12.1 Claims. The Company, or its receiver or trustee, shall pay all judgments and valid claims asserted by anyone (a ***"Claimant"***) against it, and shall indemnify and save

FTI INVESTIGATIONS, LLC
OPERATING AGREEMENT

Amendment No. 001

THIS AMENDMENT No. 001 TO OPERATING AGREEMENT (this ***"Amendment"***) of FTI INVESTIGATIONS, LLC, a Maryland limited liability company (the ***"Company"***), is made and entered into as of January 5, 2006, by the persons set forth on Schedule A attached hereto and made a part hereof (the ***"Members"***).

RECITALS

WHEREAS, the Company is a limited liability company that was formed as a limited liability company under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §§4A-101 *et. seq*. (the ***"Act"***) pursuant to Articles of Organization filed on May 19, 2005.

WHEREAS, an Operating Agreement was created on November 9, 2005 (the "Agreement").

NOW THEREFORE, the Members wish to amend the Agreement as set forth below:

Michael J. Slattery, Jr. is hereby elected and appointed as an additional Manager of the Company.

As of January 5, 2006, the Managers of the Company shall be as follows:

Name

Jack B. Dunn, IV

Theodore I. Pincus

Dianne R. Sagner

Michael J. Slattery, Jr.

All remaining Sections of the Agreement shall remain the same.

IN WITNESS WHEREOF, the undersigned has duly executed this Amendment as of the day and year first written above.

MEMBER

FTI CONSULTING, INC.

By: _____

Name: Theodore I. Pincus
Title: Executive Vice President
Chief Financial Officer

Schedule A

Member, Address, and Membership Interest

Member and Address	Membership Interest
FTI Consulting, Inc. 909 Commerce Road Annapolis, Maryland 21401	100%

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID:0002092261
WORK ORDER:0001535299
DATE:02-27-2008 11:47 AM
AMT. PAID:$300.00

FTI SMC ACQUISITION LLC

ARTICLES OF ORGANIZATION

The UNDERSIGNED, in order to form a limited liability company under and by virtue of the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the "LLC Act"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

FTI SMC Acquisition LLC

SECOND: The purpose for which the Company is formed is to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act, which the member may from time to time authorize or approve pursuant to the provisions of the Operating Agreement of the Company. The foregoing purpose shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

THIRD: The present address of the principal office of the Company in the State of Maryland is 909 Commerce Road, Annapolis, Maryland 21401.

FOURTH: The name and address of the resident agent of the Company are: The Corporation Trust Incorporated, 300 E. Lombard Street, Baltimore, MD 21202.

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of §4A-101(c) of the LLC Act, has signed these Articles of Organization, acknowledging the same to be his or her act, on February 13, 2008.

Eric B. Miller
Signature of Authorized Person
Eric B. Miller, Senior Vice President

CONSENT OF RESIDENT AGENT

THE UNDERSIGNED hereby consents to act as resident agent in this State for the entity named in the attached document.

The Corporation Trust Incorporated

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the document on file in this office. Date: 9-2-10
By: Custodian
This stamp replaces our previous authentication system. Effective: 6/95

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST. ID:0002190486
WORK ORDER:0001633524
DATE:10-02-2008 02:57 PM
AMT. PAID:$150.00

FTI SMC ACQUISITION LLC

ARTICLES OF AMENDMENT

TO

ARTICLES OF ORGANIZATION

SEPTEMBER 30, 2008

THE UNDERSIGNED, in order to amend the Articles of Organization of FTI SMC ACQUISITION LLC, a Maryland limited liability company (the "Company"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

Article FIRST of the Articles of Organization of the Company is hereby deleted in its entirety and replaced with the following:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

FTI SMG LLC

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of Section 4A-101(c) of the Maryland Limited Liability Company Act, has signed these Articles of Amendment to the Articles of Organization, acknowledging the same to be his act, on the day and year first written above.

AUTHORIZED PERSON:

Eric B. Miller
Senior Vice President

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the document filed in the State Department of Assessments and Taxation
BY: _____ Custodian
This stamp replaces our previous certification system. Effective: 6/05

9-2-08

2

FTI SMC ACQUISITION LLC
OPERATING AGREEMENT

THIS OPERATING AGREEMENT (this ***"Agreement"***) of FTI SMC ACQUISITION LLC, a Maryland limited liability company (the ***"Company"***), is made and entered into as of February 26, 2008, by the Member set forth on Schedule A attached hereto and made a part hereof (the ***"Member"***).

RECITALS

WHEREAS, the Company is a limited liability company that was formed as a limited liability company under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the ***"Act"***) pursuant to articles of organization filed on August 8, 2006.

PROVISIONS

The Member desires to enter into this Agreement to establish the manner in which the business and affairs of the Company shall be managed, and hereby agrees as follows:

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the Member agrees as follows:

Section 1. Name. The name of the limited liability company is **FTI SMC Acquistion LLC**.

Section 2. Purpose. The purpose for which the Company is formed and the business and objectives to be carried on and promoted by it are to engage in any lawful act or activity which may be carried on by a limited liability company under the Act.

Section 3. Principal Office. The address of the principal office of the Company in the State of Maryland is as set forth in the Company's articles of organization.

Section 4. Resident Agent. The name and address of the resident agent of the Company for service of process on the Company in the State of Maryland are as set forth in the Company's articles of organization.

Section 5. Member. The name and the business and mailing address of the Member are set forth on Schedule A.

Section 6. Powers. In addition to the authority of the Member, the authority to manage, control and operate the Company shall also be vested collectively in the individuals, who need not be Members, elected by the Member as managers of the Company (the ***"Managers"***). All powers of the Company may be exercised by or under the authority of the Managers acting collectively, and not individually (the ***"Board of Managers"***). Unless otherwise provided herein, all decisions to be made by and all actions to be taken by the Board of Managers shall require the consent of a majority of the Managers. The Board of Managers shall have full and exclusive right, power and authority to manage the affairs of the Company and

make all decisions with respect thereto, except for those matters expressly reserved to the Member by this Agreement or the Act.

The initial number of Managers shall be three, which number may be increased or decreased by the Member. Jack B. Dunn, IV; Dennis J. Shaughnessy and Eric B. Miller are each hereby designated as a Manager.

Section 7. Officers. The Board of Managers shall appoint or elect officers of the Company (***"Officers"***) for the purpose of managing the daily operations of the Company. The Officers shall have the powers and authority to act for the Company as a corresponding officer of a Maryland corporation would have to act for a Maryland corporation unless otherwise designated by resolution by the Board of Managers. The names of the initial Officers serving the Company and the capacities in which they shall serve are as follows:

Name	**Office**
Jack B. Dunn, IV	President
Dominic DiNapoli	Executive Vice President
Catherine Freeman	Senior Vice President and Chief Financial Officer
Eric B. Miller	Senior Vice President
Ronald Reno	Vice President and Treasurer
Joanne F. Catanese	Secretary
Cheryl Meeks	Assistant Secretary

Section 8. Dissolution. The Company shall be dissolved upon the election by the Member to dissolve and terminate the Company.

Section 9. Capital Contributions. The Member shall have the percentage interests set forth on such Schedule A. The Member is not required to make any additional capital contribution to the Company.

Section 10. Profits and Losses; Distributions. All profits and losses of the Company shall be allocated to the Member and all cash which the Board of Managers determines is available for distribution shall be distributed to the Member.

Section 11. Liability of the Member and Managers. To the fullest extent permitted by law, the Member and the Managers shall not have any liability for the obligations or liabilities of the Company.

Section 12. Indemnification.

12.1 Claims. The Company, or its receiver or trustee, shall pay all judgments and valid claims asserted by anyone (a ***"Claimant"***) against it, and shall indemnify and save harmless, to the fullest extent permitted by applicable law, the Member (and the Member's affiliates, officers, directors, partners, members, shareholders, employees and agents), the Managers and the Officers (all such persons being referred to as ***"Indemnified Persons"***), from any liability, loss or damage to a Claimant incurred by the Indemnified Person by reason of any act performed or omitted to be performed by the Indemnified Person in connection with the business of the Company, and from liabilities or obligations of the Company imposed on such Indemnified Person by virtue of such person's position with the Company, including, without limitation, all attorneys' fees and costs and any amounts expended or incurred by such person in connection with the defense or the settlement of any such action based on any such act or omission, including all such liabilities under the Act. The Company, or its receiver or trustee, may also provide such indemnity to its employees and agents.

12.2 Insurance. The Company shall have the power to purchase and maintain insurance in reasonable amounts on behalf of each of the Member, the Managers, the Officers and employees and agents of the Company against any liability incurred by them in their capacities as such, whether or not the Company has the power to indemnify them against such liability.

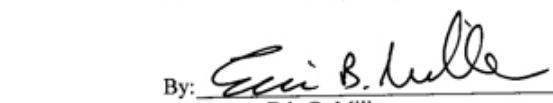
12.3 Advancement of Expenses. Expenses including attorneys' fees incurred by the Member, a Manager or an Officer in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Member, Manager or Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized by law or in this section. Such expenses incurred by former Managers and Officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

Section 13. Miscellaneous. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first written above.

MEMBER:

FTI CONSULTING, INC.

By: 

Name: Eric B. Miller
Title: Senior Vice President

Schedule A

Member, Address, and Membership Interest

Member and Address	Membership Interest
FTI Consulting, Inc. 909 Commerce Road Annapolis, Maryland 21401	100%

FTI SMC ACQUISITION LLC
AMENDMENT NO. 1 TO OPERATING AGREEMENT

THIS AMENDMENT No. 1 (this "***Amendment***") to the OPERATING AGREEMENT (the ***"Agreement"***) of FTI SMC ACQUISITION LLC, a Maryland limited liability company (the ***"Company"***), is made and entered into as of May 21, 2008, by the Member set forth on Schedule A attached hereto and made a part hereof (the ***"Member"***).

RECITALS

The first Recital is hereby amended to read in its entirety as follows:

"WHEREAS, the Company is a limited liability company that was formed as a limited liability company under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq.* (the ***"Act"***) pursuant to articles of organization filed on February 26, 2008.

All remaining Sections of the Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first written above.

MEMBER:

FTI CONSULTING, INC.

By: Eric B. Miller
Name: Eric B. Miller
Title: Senior Vice President

Schedule A

Member, Address, and Membership Interest

Member and Address	Membership Interest
FTI Consulting, Inc. 909 Commerce Road Annapolis, Maryland 21401	100%

FTI SMC ACQUISITION LLC
AMENDMENT NO. 2 TO OPERATING AGREEMENT

THIS AMENDMENT No. 2 (this "***Amendment***") to the OPERATING AGREEMENT of FTI SMG LLC (f/k/a FTI SMC ACQUISITION LLC), a Maryland limited liability company (the ***"Company"***), is made and entered into as of September 30, 2008, amending the Operating Agreement made and entered into as of February 26, 2008, as amended (together with this Amendment, the "***Agreement***"), by the Member set forth on Schedule A attached hereto and made a part hereof (the ***"Member"***).

PROVISIONS

Section 1. Section 1. Name. of the Agreement is amended and restated in its entirety to read:

"The name of the limited liability company is:

FTI SMG LLC"

All remaining Sections of the Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first written above.

MEMBER:

FTI CONSULTING, INC.

By: _____
Name: Eric B. Miller
Title: Senior Vice President

Schedule A

Member, Address, and Membership Interest

Member and Address	Membership Interest
FTI Consulting, Inc. 909 Commerce Road Annapolis, Maryland 21401	100%

FTI REPOSITORY SERVICES, LLC

ARTICLES OF ORGANIZATION

The UNDERSIGNED, in order to form a limited liability company under and by virtue of the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §4A-101, *et seq*. (the "LLC Act"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

FTI REPOSITORY SERVICES, LLC

SECOND: The purpose for which the Company is formed is to engage in any lawful act or activity which may be carried on by a limited liability company under the LLC Act which the members may from time to time authorize or approve pursuant to the provisions of the Operating Agreement of the Company.

The foregoing purpose shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

THIRD: The present address of the principal office of the Company in the State of Maryland is 909 Commerce Road, Annapolis, Maryland 21401.

FOURTH: The name and address of the resident agent of the Company are: The Corporation Trust Incorporated, 300 E. Lombard Street, Suite 1400, Baltimore, MD 21202.

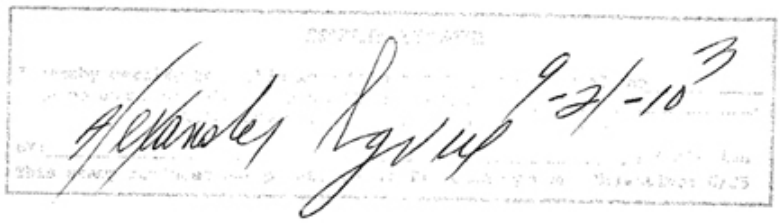
IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of Section 4A-101(e) of the LLC Act, has signed these Articles of Organization, acknowledging the same to be his or her act, on January 10, 2005.

Signature of Authorized Person
Dianne R. Sagner, Assistant Secretary

CONSENT OF RESIDENT AGENT

THE UNDERSIGNED hereby consents to act as resident agent in Maryland for the entity named in the attached instrument.

The Company Trust Incorporated



300 East Lombard Street
Baltimore, MD 21202
Tel. 410 539 2837
Fax 410 332 1178

I hereby consent to act as resident agent in Maryland for the entity named in the attached document.

Billie J. Swoboda, V.P.
The Corporation Trust Incorporated

CUST ID:0001553660
WORK ORDER:0000998698
DATE:01-11-2005 12:03 PM
AMT. PAID:$238.00

08/09/2007 13:17 4182247858 FTI LEGAL BALTIMORE

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID:0002085938
WORK ORDER:0001446778
DATE:08-10-2007 01:37 PM
AMT. PAID:$150.00

FTI REPOSITORY SERVICES, LLC

ARTICLES OF AMENDMENT

TO

ARTICLES OF ORGANIZATION

August 9, 2007

THE UNDERSIGNED, in order to amend the Articles of Organization of FTI Repository Services, LLC, a Maryland limited liability company (the "Company"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

Article FIRST of the Articles of Organization of the Company is hereby deleted in its entirety and replaced with the following:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

FTI TECHNOLOGY LLC

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of Section 4A-101(c) of the Maryland Limited Liability Company Act, has signed these Articles of Amendment to the Articles of Organization, acknowledging the same to be his act, on the day and year first written above.

AUTHORIZED PERSON:

Eric B. Miller

Eric B. Miller, Manager

4

FTI TECHNOLOGY LLC
(f/k/a FTI REPOSITORY SERVICES, LLC)
AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this ***"Agreement"***) of FTI TECHNOLOGY LLC (f/k/a FTI REPOSITORY SERVICES, LLC), a Maryland limited liability company (the ***"Company"***), is made and entered into as of August 30, 2007 (this "***Amendment***") amending and restating the Operating Agreement made and entered into as of January 11, 2005, by the member set forth on Schedule A attached hereto and made a part hereof (the ***"Member"***).

RECITALS

WHEREAS, the Company is a limited liability company that was formed as a limited liability company under the Maryland Limited Liability Company Act, MD. CORPS. & ASS'NS CODE ANN., §§4A-101 *et. seq.* (the ***"Act"***) pursuant to Articles of Organization filed on January 11, 2005.

PROVISIONS

The Member desires to enter into this Agreement to establish the manner in which the business and affairs of the Company shall be managed, and hereby agrees as follows:

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the Member agrees as follows:

Section 1. Name. The name of the limited liability company is:

FTI Technology LLC

Section 2. Purpose. The purpose for which the Company is formed and the business and objects to be carried on and promoted by it are to engage in any lawful act or activity which may be carried on by a limited liability company under the Act.

Section 3. Principal Office. The address of the principal office of the Company in the State of Maryland is as set forth in the Company Articles of Organization.

Section 4. Resident Agent. The name and address of the resident agent of the Company for service of process on the Company in the State of Maryland are as set forth in the Company Articles of Organization.

Section 5. Members. The names and business and mailing addresses of the Members are set forth on Schedule A, which may be amended from time to time to reflect changes in membership and equity ownership in the Company without further action of the Managers and Members.

Section 6. Powers. In addition to the authority of the Member, the authority to manage, control and operate the Company shall also be vested collectively in the individuals, who need not be Members, elected by the Member as managers of the Company (the ***"Managers"***). All powers of the Company may be exercised by or under the authority of the Managers acting collectively, and not individually (the ***"Board of Managers"***). Unless otherwise provided herein, all decisions to be made by and all actions to be taken by the Board of Managers shall require the consent of a majority of the Managers. The Board of Managers shall have full and exclusive right, power and authority to manage the affairs of the Company and make all decisions with respect thereto, except for those matters expressly reserved to the Member by this Agreement or the Act.

The Managers shall be three, which number may be increased or decreased by the Member. Jack B. Dunn, IV, Theodore I. Pincus and Eric B. Miller are each hereby designated as a Manager.

Section 7. Officers. The Board of Managers shall appoint or elect officers of the Company (***"Officers"***) for the purpose of managing the daily operations of the Company. The Officers shall have the powers and authority to act for the Company as a corresponding officer of a Maryland corporation would have to act for a Maryland corporation unless otherwise designated by resolution by the Board of Managers. The names of the initial Officers serving the Company and the capacities in which they shall serve are as follows:

Name	Office
Jack B. Dunn, IV	President
Dominic DiNapoli	Vice President
Eric B. Miller	Vice President
Theodore I. Pincus	Vice President, Chief Financial Officer and Treasurer
Joanne F. Catanese	Secretary
Cheryl Meeks	Assistant Secretary

Section 8. Dissolution. The Company shall be dissolved upon the election by the Member to dissolve and terminate the Company.

Section 9. Capital Contributions. The Member shall have the percentage interests set forth on such Schedule A. The Member is not required to make any additional capital contribution to the Company.

Section 10. Profits and Losses; Distributions. All profits and losses of the Company shall be allocated to the Member and all cash which the Board of Managers determines is available for distribution shall be distributed to the Member.

Section 11. Liability of the Member and Managers. To the fullest extent permitted by law, the Member and the Managers shall not have any liability for the obligations or liabilities of the Company.

Section 12. Indemnification.

12.1 Claims. The Company, or its receiver or trustee, shall pay all judgments and valid claims asserted by anyone (a ***"Claimant"***) against it, and shall indemnify and save harmless, to the fullest extent permitted by applicable law, the Member (and the Member's affiliates, officers, directors, partners, members, shareholders, employees and agents), Managers and Officers of the Company (all such persons being referred to as ***"Indemnified Persons"***), from any liability, loss, or damage to a Claimant incurred by the Indemnified Person by reason of any act performed or omitted to be performed by the Indemnified Person in connection with the business of the Company and from liabilities or obligations of the Company imposed on such Indemnified Person by virtue of such person's position with the Company, including, without limitation, all attorneys' fees and costs and any amounts expended or incurred by such person in connection with the defense or the settlement of any such action based on any such act or omission, including all such liabilities under the Act. The Company, or its receiver or trustee, may also provide such indemnity to its employees and agents.

12.2 Insurance. The Company shall have the power to purchase and maintain insurance in reasonable amounts on behalf of each of the Member, Managers, Officers, employees and agents of the Company against any liability incurred by them in their capacities as such, whether or not the Company has the power to indemnify them against such liability.

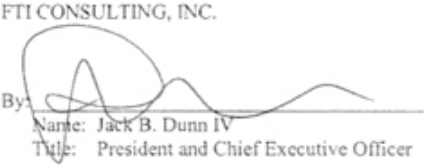
12.3 Advancement of Expenses. Expenses including attorneys' fees incurred by the Member, a Manager or an Officer in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Member, Manager or Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized by law or in this section. Such expenses incurred by former Managers and Officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

Section 13. Miscellaneous. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, all rights and remedies being governed by said laws, without regard to conflicts of laws provisions.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first written above.

MEMBER:

FTI CONSULTING, INC.



By: _____
Name: Jack B. Dunn IV
Title: President and Chief Executive Officer

Schedule A

Member, Address, and Membership Interest

Member and Address	Membership Interest
FTI Consulting, Inc. 909 Commerce Road Annapolis, Maryland 21401	100%

FTI TECHNOLOGY LLC
AMENDMENT NO. 1 to AMENDED and RESTATED OPERATING AGREEMENT

THIS AMENDMENT No. 1 dated as of September 6, 2007 (this "Amendment"), to the Amended and Restated Operating Agreement dated as of August 30, 2007 (the "Agreement"), of FTI Technology LLC, a Maryland limited liability company (the ***"Company"***), is made and entered into as of the date hereof.

RECITALS

WHEREAS, FTI Consulting, Inc., a Maryland corporation ("***FTI***"), has transferred its member interest (the "Interest") in the Company effective as of September 6, 2007 (the "***Effective Date***"); and

NOW THEREFORE, Schedule A of the Agreement is hereby amended in its entirety as attached to this amendment to reflect the new Member of the Company.

All remaining Sections of the Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first written above.

MEMBER:

FTI INTERNATIONAL LLC

By: Eric B Miller
Name: Eric B. Miller
Title: Vice President

Schedule A

Member, Address, and Membership Interest

Member and Address	Membership Interest
FTI International LLC 909 Commerce Road Annapolis, Maryland 21401	100%

Exhibit 12.1

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

	Year Ended December 31,					Three Months Ended March 31,
	2006	2007	2008	2009	2010	2011
			(dollars in thousands)			*(unaudited)*
Earnings:						
Income before income taxes	$ 74,906	$141,883	$198,421	$227,025	$117,440	$ 35,183
Fixed charges	39,471	59,487	60,104	61,521	66,707	19,583
Income before income taxes and fixed charges	$114,377	$201,370	$258,525	$288,546	$184,147	$ 54,766
Fixed charges:						
Interest expense, including amortized premiums, discounts and capitalized expenses related to indebtedness	$ 32,441	$ 47,639	$ 45,105	$ 44,923	$ 50,263	$ 15,310
One-third rental expense [(1)]	7,030	11,848	14,999	16,598	16,444	4,273
Total fixed charges	$ 39,471	$ 59,487	$ 60,104	$ 61,521	$ 66,707	$ 19,583
Ratio of earnings to fixed charges	2.9	3.4	4.3	4.7	2.8	2.8

[(1)] *The proportion deemed representative of the interest factor.*

Exhibit 21.1

Schedule of Subsidiaries of FTI Consulting, Inc.

Name	Jurisdiction of Incorporation
85Four Ltd.	England and Wales
Attenex Corporation	Washington
Blueprint Partners SA	Belgium
FTI Consulting Solutions Limited **[fka Brewer Consulting Limited]**	England And Wales
Compass Lexecon LLC **[fka Lexecon, LLC]** **[fka LI Acquisition Company, LLC]**	Maryland
Competition Policy Associates, Inc.	District of Columbia
FCN Holdings CV	Netherlands
FD (Beijing) Consulting Co., Ltd.	Beijing
FD (Sydney) PTY LTD **[fka FD Third Person Pty Limited]** **[fka Third Person Communications Pty Limited]**	Australia
FD Gravitas Ltda. **[fka Gravitas Comunicaciones Estrategicos Limitada]**	Colombia
FD Gulf Limited **[fka FD Dubai Limited]**	England and Wales
FD India Limited	England and Wales
FD International Ltd.	England and Wales
FD Media and Investor Relations Pty Ltd **[fka Beachhead Media and Investor Relations (Proprietary) Limited]**	S. Africa
FD MWA Holdings Inc.	Delaware
FD PTY LIMITED **[fka FD Third Person Perth Pty Limited]** **[fka Kudos Consultants Pty Limited]**	Australia
FD Public Affairs Limited [fka LLM Communications Limited]	England and Wales
FD Russia Limited	England and Wales
FD Sante Limited **[fka Sante Communications Limited]**	England and Wales
FD Singapore PTE Ltd.	Singapore
FD US Communications, Inc.	New York
FD-CMM Mexico, S. de r.L. de C.V.	Mexico
FDFTI Mexico S DE RL DE CV	Mexico
FTI Commercial Consulting (Shanghai) Co. Ltd.	Shanghai, China
Ferrier Hodgson Management Services Inc.	Philippines

Name	Jurisdiction of Incorporation
Ferrier Hodgson Philippines Inc.	Philippines
FH Asset Management Corp.	Philippines
FH Corporate Services Inc.	Philippines
Financial Dynamics Asia Ltd.	Hong Kong
Financial Dynamics GmbH **[fka A & B Financial Dynamics Gmbh]**	Germany
Financial Dynamics Ireland Ltd.	Ireland
Financial Dynamics Ltd.	England and Wales
Financial Dynamics S.A.S	France
FTI Capital Advisors, LLC **[fka FTI Merger & Acquisition Advisors, LLC]**	Maryland
FTI Compass Lexecon **[fka, LECG Consulting France SAS]**	France
FTI Compass Lexecon Spain S.L. **[fka LECG Consulting Spain S.L.]**	Spain
FTI Consulting—FD Australia Holdings Pty Ltd **[fka FD Australia Holdings Pty Ltd]**	Australia
FTI Consulting (Asia) Limited **[fka— Baker Tilly Hong Kong Business Recovery Ltd]** **[fka Baker Tilly Purserblade Asia Limited]** **[fka Purserblade Asia Limited]**	Hong Kong
FTI Consulting (Hong Kong) Limited	Hong Kong
FTI Consulting (Hong Kong) Services Four Limited **[fka Sun Easy Investment Limited]**	Hong Kong
FTI Consulting (Hong Kong) Services One Limited **[fka Chater Secretaries Limited]**	Hong Kong
FTI Consulting (Hong Kong) Services Three Limited **[fka Power Famous Limited]**	Hong Kong
FTI Consulting (Hong Kong) Services Two Limited **[fka Lansdowne Nominees Limited]**	Hong Kong
FTI Consulting (Singapore) PTE. LTD. **[fka FS Asia Advisory Pte. LTD.]**	Singapore
FTI Consulting B.V. **[fka Irharo B.V.]**	Netherlands
FTI Consulting Canada ULC	British Columbia, Canada
FTI Consulting Canada (2010) ULC	British Columbia, Canada
FTI Consulting Canada Inc. **[fka Watson, Edgar, Bishop, Meakin & Aquirre Inc.]**	British Columbia, Canada
FTI Consulting Colombia S.A.S.	Colombia
FTI Consulting Deutschland GmbH	Germany
FTI Consulting Deutschland Holding GmbH **[fka Maia Neunundzwanzigste Vermögensverwaltungs-GmbH]**	Germany

Name	Jurisdiction of Incorporation
FTI Consulting International Limited	British Virgin Islands
FTI Consulting Limited **[fka Carmill Limited]**	England and Wales
FTI Consulting LLC	Maryland
FTI Consulting Panama, SDAD. LTDA.	Panama
FTI Consulting Philippines (BVI) Limited **[fka FS Philippines Limited]**	British Virgin Islands
FTI Consulting S.A.	Argentina
FTI Consulting S.ar.L.	Luxembourg
FTI Consulting Services Limited **[fka FTI Forensic Accounting Limited]** **[fka Forensic Accounting Partners Limited]**	England and Wales
FTI Consulting Shanghai (BVI) Limited **[fka FS Shanghai Offshore Limited]**	British Virgin Islands
FTI Consulting Spain, S.R.L.	Spain
FTI Consulting, Inc.	Maryland
FTI Director Services Limited **[fka FS Director Services Limited]**	British Virgin Islands
FTI Director Services Number 2 Limited **[fka FS Director Services Number 2 Limited]**	British Virgin Islands
FTI Director Services Number 3 Limited **[fka FS Director Services Number 3 Limited]**	British Virgin Islands
FTI Financial Services Limited **(UK—fka Hoodwell Limited)**	England and Wales
FTI France	France
FTI General Partner (BVI) Limited	British Virgin Islands
FTI General Partner LLC	Maryland
FTI Holder Consultoria LTDA **[fka FTI Holder Consultoria S.A.]** **[fka Arbok Holdings S.A.]**	Brazil
FTI Hosting LLC	Maryland
FTI International LLC **[fka FTI FD LLC]**	Maryland
FTI Investigations, LLC	Maryland
FTI Ringtail (AUST) PTY LTD **[fka: FTI Australia Pty Ltd.]**	Australia

Name	Jurisdiction of Incorporation
FTI Services Limited [fka Total Sun Investments Limited]	British Virgin Islands
FTI SMG LLC [fka FTI SMC Acquisition LLC]	Maryland
FTI Technology LLC [fka FTI Repository Services, LLC]	Maryland
FTI UK Holdings Limited	England and Wales
FTI, LLC	Maryland
G3 Consulting Limited	United Kingdom
Gravitas Panama S.A.	Panama
International Risk (Singapore) Pte Ltd.	Singapore
International Risk Limited	Hong Kong
IRL (Holdings) Limited	British Virgin Islands
K Capital Source Limited	Ireland
Orion Technology Comercio e Servicos LTDA	Brazil
Tecnologia Servicos e Comercio de Equipamentos de Informática, LTDA	Brazil
The Lost City Estates S.A.	Panama
Thompson Market Services (Shanghai) Co. Ltd	PRC
Thompson Market Services Limited	Hong Kong

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
FTI Consulting, Inc.:

We consent to the use of our reports dated February 25, 2011, with respect to the consolidated balance sheets of FTI Consulting, Inc. and subsidiaries (the Company) as of December 31, 2010 and 2009, and the related consolidated statements of income, stockholders' equity and comprehensive income and cash flows for each of the years in the three-year period ended December 31, 2010, the related financial statement schedule, and the effectiveness of internal control over financial reporting as of December 31, 2010, incorporated by reference herein and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Baltimore, Maryland
May 6, 2011

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2011, UNLESS EXTENDED (THE "EXPIRATION DATE"). NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

LETTER OF TRANSMITTAL

OFFER TO EXCHANGE

6 3/4% SENIOR NOTES DUE 2020
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933,
FOR ANY AND ALL OUTSTANDING
6 3/4% SENIOR NOTES DUE 2020
OF
FTI CONSULTING, INC.

Deliver to:

WILMINGTON TRUST COMPANY, EXCHANGE AGENT

By Overnight Delivery, Courier or Hand or Certified or Registered Mail:

Wilmington Trust Company
Corporate Capital Markets
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-1626
Attention: Sam Hamed

Facsimile Transmission Number:
(302) 636-4139
Attention: Sam Hamed
(For Eligible Institutions Only)

Confirm Receipt of Facsimile by Telephone:
(302) 636-6181

Your delivery of this letter of transmittal will not be valid unless you deliver it to one of the addresses, or transmit it to the facsimile number, set forth above. Please carefully read this entire document, including the instructions, before completing this letter of transmittal. DO NOT DELIVER THIS LETTER OF TRANSMITTAL TO FTI CONSULTING, INC. ("FTI").

By completing this letter of transmittal, you acknowledge that you have received our prospectus dated , 2011 and this letter of transmittal, which together constitute the "Exchange Offer." This letter of transmittal and the prospectus have been delivered to you in connection with FTI's offer to exchange minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof, in principal amount at maturity of its 6 3/4% Senior Notes due 2020 and related guarantees, which have been registered under the Securities Act of 1933, as amended (the "Exchange Notes"), for minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof, in principal amount at maturity of its outstanding 6 3/4% Senior Notes due 2020 and related guarantees (the "Outstanding Notes"). Currently, $400,000,000 in principal amount of the Outstanding Notes are issued and outstanding.

FTI reserves the right, at any time or from time to time, to extend this exchange offer at its discretion, in which event the Expiration Date will mean the latest date to which the offer to exchange is extended.

This letter of transmittal is to be completed by the Holder (this term is defined below) of Outstanding Notes if:

(1) the Holder is delivering certificates for Outstanding Notes with this document, or

(2) the tender of certificates for Outstanding Notes will be made by book-entry transfer to the account maintained by Wilmington Trust Company, the exchange agent, for the Outstanding Notes and the Exchange Notes, at The Depository Trust Company ("DTC") according to the procedures described in the prospectus under the heading "The Exchange Offer — Procedures for Tendering." Please note that delivery of documents required by this letter of transmittal to DTC does not constitute delivery to the exchange agent.

A Holder may also tender its Outstanding Notes by means of DTC's Automated Tenders Over the Participant Terminal System ("ATOP"), subject to the terms and procedures of that system. If delivery is made through ATOP, the Holder must transmit any agent's message to the exchange account at DTC. The term "agent's message" means a message, transmitted to DTC and received by the exchange agent and forming a part of a book-entry transfer, that states that DTC has received an express acknowledgement that the Holder agrees to be bound by the letter of transmittal and that FTI may enforce the letter of transmittal against the Holder.

You must tender your Outstanding Notes according to the guaranteed delivery procedures described in this document if:

(1) your Outstanding Notes are not immediately available;

(2) you cannot deliver your Outstanding Notes, this letter of transmittal and all required documents to the exchange agent on or before the Expiration Date; or

(3) you are unable to transmit to and have this letter of transmittal or facsimile thereof, with any required signature guarantees and any other required documents, received by the exchange agent on or before the Expiration Date (unless you otherwise send an agent's message through ATOP).

More complete information about guaranteed delivery procedures is contained in the prospectus under the heading "The Exchange Offer — Guaranteed Delivery Procedures." You should also read Instruction 1 to determine whether or not this section applies to you.

As used in this letter of transmittal, the term "Holder" means (1) any person in whose name Outstanding Notes are registered on the books of FTI, (2) any other person who has obtained a properly executed bond power from a registered Holder or (3) any person whose Outstanding Notes are held of record by DTC who desires to deliver such notes by book-entry transfer at DTC. If you decide to tender your Outstanding Notes, you must complete this entire letter of transmittal.

You must follow the instructions in this letter of transmittal — please read this entire document carefully. If you have questions or need help, or if you would like additional copies of the prospectus and this letter of transmittal, you should contact the exchange agent at (302) 636-6181 or at its address set forth above.

Please describe your Outstanding Notes below.

DESCRIPTION OF OUTSTANDING NOTES			
NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDERS(S) (PLEASE COMPLETE, IF BLANK)	**CERTIFICATE NUMBER(S)**	**AGGREGATE PRINCIPAL AMOUNT OF OUTSTANDING NOTES REPRESENTED BY CERTIFICATE(S)**	**PRINCIPAL AMOUNT OF OUTSTANDING NOTES TENDERED***
		Total	

* You will be deemed to have tendered the entire principal amount of Outstanding Notes represented in the column labeled "Aggregate Principal Amount of Outstanding Notes Represented by Certificate(s)" unless you indicate otherwise in the column labeled "Principal Amount of Outstanding Notes Tendered."

If you need more space, list the certificate numbers and principal amount of Outstanding Notes on a separate schedule, sign the schedule and attach it to this letter of transmittal.

☐ CHECK HERE IF YOU HAVE ENCLOSED OUTSTANDING NOTES WITH THIS LETTER OF TRANSMITTAL.

☐ CHECK HERE IF YOU WILL BE TENDERING OUTSTANDING NOTES BY BOOK-ENTRY TRANSFER MADE TO THE EXCHANGE AGENT'S ACCOUNT AT DTC.

COMPLETE THE FOLLOWING ONLY IF YOU ARE AN ELIGIBLE INSTITUTION (THIS TERM IS DEFINED BELOW):

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

☐ CHECK HERE IF YOU ARE DELIVERING TENDERED OUTSTANDING NOTES THROUGH A NOTICE OF GUARANTEED DELIVERY AND HAVE ENCLOSED THAT NOTICE WITH THIS LETTER OF TRANSMITTAL.

COMPLETE THE FOLLOWING ONLY IF YOU ARE AN ELIGIBLE INSTITUTION:

Name(s) of Registered Holder(s) of Outstanding Notes: _____

_____

Date of Execution of Notice of Guaranteed Delivery: _____

_____

Window Ticket Number (if available): _____

_____

Name of Institution that Guaranteed Delivery: _____

_____

Account Number (if delivered by book-entry transfer): _____

_____

☐ CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name of Broker-Dealer:_____

Address to which copies of the Prospectus are to be delivered: _____

_____

_____

SPECIAL ISSUANCE INSTRUCTIONS
(SEE INSTRUCTIONS 4, 5 AND 6)

Complete this section ONLY if: (1) certificates for untendered **Outstanding Notes** are to be issued in the name of someone other than you; (2) certificates for Exchange Notes issued in exchange for tendered and accepted Outstanding Notes are to be issued in the name of someone other than you; or (3) Outstanding Notes tendered by book-entry transfer that are not exchanged are to be returned by credit to an account maintained at DTC.

Issue Certificate(s) to:

Name _____

(PLEASE PRINT)

Address _____

_____

_____

(INCLUDE ZIP CODE)

_____

(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 4, 5 AND 6)

Complete this section ONLY if certificates for untendered **Outstanding Notes,** or Exchange Notes issued in exchange for tendered and accepted Outstanding Notes, are to be sent to someone other than you, or to you at an address other than the address shown above.

Mail and deliver Certificate(s) to:

Name _____

(PLEASE PRINT)

Address _____

_____

_____

(INCLUDE ZIP CODE)

(PLEASE ALSO COMPLETE SUBSTITUTE FORM W-9)

Ladies and Gentlemen:

According to the terms and conditions of the Exchange Offer, I hereby tender to FTI the principal amount of Outstanding Notes indicated above. At the time FTI accepts these notes, and exchanges them for the same principal amount of Exchange Notes, I will sell, assign, and transfer to FTI all right, title and interest in and to the Outstanding Notes I have tendered. I am aware that the exchange agent also acts as the agent of FTI. By executing this document, I irrevocably appoint the exchange agent as my agent and attorney-in-fact for the tendered Outstanding Notes with full power of substitution to:

1. deliver certificates for the Outstanding Notes, or transfer ownership of the Outstanding Notes on the account books maintained by DTC, to FTI and deliver all accompanying evidences of transfer and authenticity to FTI; and

2. present the Outstanding Notes for transfer on the books of FTI, receive all benefits and exercise all rights of beneficial ownership of these Outstanding Notes, according to the terms of the Exchange Offer. The power of attorney granted in this paragraph is irrevocable and coupled with an interest.

I represent and warrant that I have full power and authority to tender, sell, assign and transfer the Outstanding Notes that I am tendering. I represent and warrant that FTI will acquire good and unencumbered title to the Outstanding Notes, free and clear of all liens, restrictions, charges and encumbrances and that the Outstanding Notes will not be subject to any adverse claim at the time FTI acquires them. I further represent that:

1. any Exchange Notes I will acquire in exchange for the Outstanding Notes I have tendered will be acquired in the ordinary course of business;

2. I have not engaged in, do not intend to engage in, and have no arrangement with any person to engage in, a distribution of any Exchange Notes issued to me;

3. I am not an “affiliate” (as defined in Rule 405 under the Securities Act) of FTI,

4. I am not a broker-dealer tendering Outstanding Notes acquired directly from FTI for my own account, and

5. I am not prohibited by any law or policy of the United States and the Securities and Exchange Commission from participating in the Exchange Offer.

I understand that the Exchange Offer is being made in reliance on interpretations contained in letters issued to third parties by the staff of the Securities and Exchange Commission. These letters provide that the Exchange Notes issued in exchange for the Outstanding Notes in the Exchange Offer may be offered for resale, resold, and otherwise transferred by a Holder of Exchange Notes, unless that person is an “affiliate” of FTI within the meaning of Rule 405 under the Securities Act who does not comply with the registration and prospectus delivery provisions of the Securities Act. The Exchange Notes must be acquired in the ordinary course of the Holder’s business and the Holder must not be engaging in, must not intend to engage in, and must not have any arrangement or understanding with any person to participate in, a distribution of the Exchange Notes.

If I am a broker-dealer that will receive Exchange Notes for my own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, I acknowledge that I will deliver a prospectus in connection with any resale of the Exchange Notes. However, by this acknowledgment and by delivering a prospectus, I will not be deemed to admit that I am an “underwriter” within the meaning of the Securities Act.

Upon request, I will execute and deliver any additional documents deemed by the exchange agent or FTI to be necessary or desirable to complete the assignment, transfer and purchase of the Outstanding Notes I have tendered.

I understand that FTI will be deemed to have accepted validly tendered Outstanding Notes when FTI gives oral or written notice of acceptance to the exchange agent.

If, for any reason, any tendered Outstanding Notes are not accepted for exchange in the Exchange Offer, certificates for those unaccepted Outstanding Notes will be returned to me without charge at the address shown below or at a different address if one is listed under "Special Delivery Instructions." Any unaccepted Outstanding Notes which had been tendered by book-entry transfer will be credited to an account at DTC, promptly after the Expiration Date.

All authority granted or agreed to be granted by this letter of transmittal will survive my death, incapacity or, if I am a corporation or institution, my dissolution. Every obligation under this letter of transmittal is binding upon my heirs, personal representatives, successors and assigns.

I understand that tenders of Outstanding Notes according to the procedures described in the prospectus under the heading "The Exchange Offer — Procedures for Tendering" and in the instructions included in this document constitute a binding agreement between myself and FTI subject to the terms and conditions of the Exchange Offer.

Unless I have described other instructions in this letter of transmittal under the section "Special Issuance Instructions," please issue the certificates representing Exchange Notes issued and accepted in exchange for my tendered and accepted Outstanding Notes in my name, and issue any replacement certificates for Outstanding Notes not tendered or not exchanged in my name. Similarly, unless I have instructed otherwise under the section "Special Delivery Instructions," please send the certificates representing the Exchange Notes issued in exchange for tendered and accepted Outstanding Notes and any certificates for Outstanding Notes that were not tendered or not exchanged, as well as any accompanying documents, to me at the address shown below my signature. If the "Special Issuance Instructions" and the "Special Delivery Instructions" are completed, please issue the certificates representing the Exchange Notes issued in exchange for my tendered and accepted Outstanding Notes in the name(s) of, and/or return any Outstanding Notes that were not tendered or exchanged and send such certificates to, the person(s) so indicated. I understand that if FTI does not accept any of the tendered Outstanding Notes for exchange, FTI has no obligation to transfer any Outstanding Notes from the name of the registered Holder(s) according to my instructions in the "Special Issuance Instructions" and "Special Delivery Instructions" sections of this document.

PLEASE SIGN HERE WHETHER OR NOT
OUTSTANDING NOTES ARE BEING PHYSICALLY TENDERED HEREBY

(Date)

Signature(s) of Registered Holder(s) or Authorized Signatory

(Date)

Area Code and Telephone Number(s):

Tax Identification or Social Security Number(s):

The above lines must be signed by the registered Holder(s) of Outstanding Notes as their name(s) appear(s) on the certificate for the Outstanding Notes or by person(s) authorized to become registered Holders(s) by a properly completed bond power from the registered Holder(s). A copy of the completed bond power must be delivered with this letter of transmittal. If any Outstanding Notes tendered through this letter of transmittal are held of record by two or more joint Holders, then all such Holders must sign this letter of transmittal. If the signature is by trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, then such person must (1) state his or her full title below and (2) unless waived by FTI, submit evidence satisfactory to FTI of such person's authority to act on behalf of the Holder. See Instruction 4 on page 12 for more information about completing this letter of transmittal.

Name(s):

Capacity:

Address:

(Include Zip Code)

Signature(s) Guaranteed by an Eligible Institution, if required by Instruction 4:

(Title)

(Name of Firm)

Dated _____, 2011

Please complete the Substitute Form W-9 below.

PAYOR'S NAME: WILMINGTON TRUST COMPANY

SUBSTITUTE **Form W-9** Department of the Treasury Internal Revenue Service Payer's Request for Taxpayer Identification Number ("TIN") Certification	**Part 1** – PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW:	_____ Social Security Number OR _____ Employer Identification Number
	Part 2 – Certification – Under penalties of perjury, I certify that: (1) The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. citizen or other U.S. person (including a U.S. resident alien).	
	Part 3 – Awaiting TIN ☐	

Certification Instructions – You must cross out item (2) in the box above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Signature _____ Date _____, 2011

NOTE: IF YOU DO NOT COMPLETE AND RETURN THIS FORM YOU MAY BE SUBJECT TO BACKUP WITHHOLDING OF 28% OF PAYMENTS MADE TO YOU UNDER THIS EXCHANGE OFFER. FOR MORE INFORMATION, PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9.

NOTE: YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify, under penalties of perjury, that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within sixty (60) days, 28% of all reportable payments made to me thereafter will be withheld until I provide a number.

Signature _____ Date _____

INSTRUCTIONS
PART OF THE TERMS AND CONDITIONS OF THE
EXCHANGE OFFER

1. DELIVERY OF THIS LETTER OF TRANSMITTAL AND OUTSTANDING NOTES. The tendered Outstanding Notes or a confirmation of book-entry delivery, as well as a properly completed and executed copy or facsimile of this letter of transmittal or an agent's message through ATOP and any other required documents must be received by the exchange agent at its address listed on the cover of this document before 5:00 p.m., New York City time, on the Expiration Date. YOU ARE RESPONSIBLE FOR THE DELIVERY OF THE OUTSTANDING NOTES, THIS LETTER OF TRANSMITTAL AND ALL REQUIRED DOCUMENTS TO THE EXCHANGE AGENT. EXCEPT UNDER THE LIMITED CIRCUMSTANCES DESCRIBED BELOW, THE DELIVERY OF THESE DOCUMENTS WILL BE CONSIDERED TO HAVE BEEN MADE ONLY WHEN ACTUALLY RECEIVED OR CONFIRMED BY THE EXCHANGE AGENT. WHILE THE METHOD OF DELIVERY IS AT YOUR RISK AND CHOICE, FTI RECOMMENDS THAT YOU USE AN OVERNIGHT OR HAND DELIVERY SERVICE RATHER THAN REGULAR MAIL. YOU SHOULD SEND YOUR DOCUMENTS WELL BEFORE THE EXPIRATION DATE TO ENSURE RECEIPT BY THE EXCHANGE AGENT. YOU MAY REQUEST THAT YOUR BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR NOMINEE DELIVER YOUR OUTSTANDING NOTES, THIS LETTER OF TRANSMITTAL AND ALL REQUIRED DOCUMENTS TO THE EXCHANGE AGENT. DO NOT SEND YOUR OUTSTANDING NOTES TO FTI.

If you wish to tender your Outstanding Notes, but:

(a) your Outstanding Notes are not immediately available; or

(b) you cannot deliver your Outstanding Notes, this letter of transmittal and all required documents to the exchange agent before the Expiration Date; or

(c) you are unable to transmit to and have this letter of transmittal or facsimile thereof, with any required signature guarantees and any other required documents, received by the exchange agent on or before the Expiration Date and have otherwise chosen not to send an agent's message through ATOP;

you must tender your Outstanding Notes according to the guaranteed delivery procedure. A summary of this procedure follows, but you should read the section in the prospectus titled "The Exchange Offer — Guaranteed Delivery Procedures" for more complete information. As used in this letter of transmittal, an "Eligible Institution" is any participant in a Recognized Signature Guarantee Medallion Program within the meaning of Rule 17Ad-15 of the Exchange Act.

For a tender made through the guaranteed delivery procedure to be valid, the exchange agent must receive a properly completed and duly executed Notice of Guaranteed Delivery or a facsimile of that notice before 5:00 p.m., New York City time, on the Expiration Date. The Notice of Guaranteed Delivery must be delivered by an Eligible Institution and must:

(a) state your name and address;

(b) list the certificate numbers and principal amounts of the Outstanding Notes being tendered;

(c) state that tender of your Outstanding Notes is being made through the Notice of Guaranteed Delivery; and

(d) guarantee that this letter of transmittal, the certificates representing the Outstanding Notes, or a confirmation of DTC book-entry transfer, and all other required documents will be deposited with the exchange agent by the Eligible Institution within three New York Stock Exchange trading days after the Expiration Date.

The exchange agent must receive your Outstanding Notes certificates, or a confirmation of DTC book-entry, in proper form for transfer, this letter of transmittal and all required documents within three New York Stock Exchange trading days after the Expiration Date or your tender will be invalid and may not be accepted for exchange.

FTI has the sole right to decide any questions about the validity, form, eligibility, time of receipt, acceptance or withdrawal of tendered Outstanding Notes, and its decision will be final and binding. FTI's interpretation of the terms and conditions of the Exchange Offer, including the instructions contained in this letter of transmittal and in the prospectus under the heading "The Exchange Offer — Conditions," will be final and binding on all parties.

FTI has the absolute right to reject any or all of the tendered Outstanding Notes if:

(1) the Outstanding Notes are not properly tendered; or

(2) in the opinion of counsel, the acceptance of those Outstanding Notes would be unlawful.

FTI may also decide to waive any conditions, defects or invalidity of tender of Outstanding Notes and accept such Outstanding Notes for exchange. Any defect or invalidity in the tender of Outstanding Notes that is not waived by FTI must be cured within the period of time set by FTI.

It is your responsibility to identify and cure any defect or invalidity in the tender of your Outstanding Notes. Your tender of Outstanding Notes will not be considered to have been made until any defect is cured or waived. Neither FTI, the exchange agent nor any other person is required to notify you that your tender was invalid or defective, and no one will be liable for any failure to notify you of such a defect or invalidity in your tender of Outstanding Notes. Promptly after the Expiration Date, the exchange agent will return to the Holder tendering any Outstanding Notes that were invalidly tendered if the defect of invalidity has not been cured or waived.

2. TENDER BY HOLDER. You must be a Holder of Outstanding Notes in order to participate in the Exchange Offer. If you are a beneficial holder of Outstanding Notes who wishes to tender, but you are not the registered Holder, you must arrange with the registered Holder to execute and deliver this letter of transmittal on his, her or its behalf. Before completing and executing this letter of transmittal and delivering the registered Holder's Outstanding Notes, you must either make appropriate arrangements to register ownership of the Outstanding Notes in your name, or obtain a properly executed bond power from the registered Holder. The transfer of registered ownership of Outstanding Notes may take a long period of time.

3. PARTIAL TENDERS. If you are tendering less than the entire principal amount of Outstanding Notes represented by a certificate, you should fill in the principal amount you are tendering in the third column of the box entitled "Description of Outstanding Notes." The entire principal amount of Outstanding Notes listed on the certificate delivered to the exchange agent will be deemed to have been tendered unless you fill in the appropriate box. If the entire principal amount of all Outstanding Notes is not tendered, a certificate will be issued for the principal amount of those untendered Outstanding Notes not tendered.

Unless a different address is provided in the appropriate box on this letter of transmittal, certificate(s) representing Exchange Notes issued in exchange for any tendered and accepted Outstanding Notes will be sent to the registered Holder at his or her registered address, promptly after the Outstanding Notes are accepted for exchange. In the case of Outstanding Notes tendered by book-entry transfer, any untendered Outstanding Notes and any Exchange Notes issued in exchange for tendered and accepted Outstanding Notes will be credited to accounts at DTC.

4. SIGNATURES ON THE LETTER OF TRANSMITTAL; BOND POWERS AND ENDORSEMENTS; GUARANTEE OF SIGNATURES.

- If you are the registered Holder of the Outstanding Notes tendered with this document, and are signing this letter of transmittal, your signature must match exactly with the name(s) written on the face of the

Outstanding Notes. There can be no alteration, enlargement or change in your signature in any manner. If certificates representing the Exchange Notes, or certificates issued to replace any Outstanding Notes you have not tendered are to be issued to you as the registered Holder, do not endorse any tendered Outstanding Notes, and do not provide a separate bond power.

- If you are not the registered Holder, or if Exchange Note or any replacement Outstanding Note certificates will be issued to someone other than you, you must either properly endorse the Outstanding Notes you have tendered or deliver with this letter of transmittal a properly completed separate bond power. Please note that the signatures on any endorsement or bond power must be guaranteed by an Eligible Institution.
- If you are signing this letter of transmittal but are not the registered Holder(s) of any Outstanding Notes listed on this document under the "Description of Outstanding Notes," the Outstanding Notes tendered must be endorsed or accompanied by appropriate bond powers, in each case signed in the name of the registered Holder(s) exactly as it appears on the Outstanding Notes. Please note that the signatures on any endorsement or bond power must be guaranteed by an Eligible Institution.
- If this letter of transmittal, any Outstanding Notes tendered or any bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, that person must indicate their title or capacity when signing. Unless waived by FTI, evidence satisfactory to FTI of that person's authority to act must be submitted with this letter of transmittal. Please note that the signatures on any endorsement or bond power must be guaranteed by an Eligible Institution.
- All signatures on this letter of transmittal must be guaranteed by an Eligible Institution unless one of the following situations apply:
  - If this letter of transmittal is signed by the registered Holder(s) of the Outstanding Notes tendered with this letter of transmittal and such Holder(s) has not completed the box titled "Special Issuance Instructions" or the box titled "Special Delivery Instructions;" or
  - If the Outstanding Notes are tendered for the account of an Eligible Institution.

5. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS. If different from the name and address of the person signing this letter of transmittal, you should indicate, in the applicable box or boxes, the name and address where Outstanding Notes issued in replacement for any untendered or tendered but unaccepted Outstanding Notes should be issued or sent. If replacement Original Notes are to be issued in a different name, you must indicate the taxpayer identification or social security number of the person named.

6. TRANSFER TAXES. FTI will pay all transfer taxes, if any, applicable to the exchange of Outstanding Notes in the Exchange Offer. However, transfer taxes will be payable by you (or by the tendering Holder if you are signing this letter on behalf of a tendering Holder) if:

- certificates representing Exchange Notes or notes issued to replace any Outstanding Notes not tendered or accepted for exchange are to be delivered to, or are to be registered or issued in the name of, a person other than the registered Holder; or
- tendered Outstanding Notes are registered in the name of any person other than the person signing this letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of Outstanding Notes according to the Exchange Offer. If satisfactory evidence of the payment of those taxes or an exemption from payment is not submitted with this letter of transmittal, the amount of those transfer taxes will be billed directly to the tendering Holder. Until those transfer taxes are paid, FTI will not be required to deliver any Exchange Notes required to be delivered to, or at the direction of, such tendering Holder.

Except as provided in this Instruction 6, it is not necessary for transfer tax stamps to be attached to the Outstanding Notes listed in this letter of transmittal.

7. BACKUP WITHHOLDING; SUBSTITUTE FORM W-9; FORM W-8. You must provide the exchange agent with a correct Taxpayer Identification Number ("TIN") for the Holder on the enclosed substitute Form W-9. If the Holder is an individual, the TIN is his or her social security number. If you do not provide the required information on the substitute Form W-9, you may be subject to 28% backup withholding on certain payments made to the Holders of Exchange Notes. Certain Holders, such as corporations and certain foreign individuals, are not subject to these backup withholding and reporting requirements. For additional information, please read the enclosed Guidelines for Certification of TIN on Substitute Form W-9. To prove to the exchange agent that a foreign individual qualifies as an exempt Holder, the foreign individual must submit a Form W-8, signed under penalties of perjury, certifying as to that individual's exempt status. You can obtain a Form W-8 from the exchange agent. Failure to comply truthfully with the backup withholding requirements may result in the imposition of criminal and/or civil fines and penalties.

Backup withholding is not an additional U.S. federal income tax, but instead will be allowed as a credit against a Holder's U.S. federal income tax liability and may entitle the Holder to a refund if the Holder timely furnishes the required information to the IRS.

TO COMPLY WITH IRS CIRCULAR 230, YOU ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES CONTAINED OR REFERRED TO HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSES OF AVOIDING PENALTIES THAT MAYBE IMPOSED ON YOU UNDER THE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) YOU SHOULD SEEK ADVICE BASED ON YOUR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

8. WAIVER OF CONDITIONS. FTI may choose, at any time and for any reason, to amend, waive or modify certain of the conditions to the Exchange Offer. The conditions applicable to tenders of Outstanding Notes in the Exchange Offer are described in the prospectus under the heading "The Exchange Offer — Conditions."

9. MUTILATED, LOST, STOLEN OR DESTROYED OUTSTANDING NOTES. If your Outstanding Notes have been mutilated, lost, stolen or destroyed, you should contact the exchange agent at the address listed on the cover page of this document for further instructions.

10. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. If you have questions, need assistance or would like to receive additional copies of the prospectus or this letter of transmittal, you should contact the exchange agent at the address listed in the prospectus. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYOR. — Social Security Numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer Identification Numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payor.

For this type of account:	Give the SOCIAL SECURITY Number of--
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. a The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
b So-called trust account that is not a legal or valid trust under state law	The actual owner(1)
5. Sole proprietorship account or disregarded entity owned by an individual	The owner(3)
6. Grantor trust filing under Optional Form 1099 Filing Method 1	The grantor*

For this type of account:	Give the EMPLOYER IDENTIFICATION Number of--
7. Disregarded entity not owned by an individual	The owner(3)
8. A valid trust, estate, or pension trust	The legal entity(4)
9. Corporation or LLC electing corporate status	The corporation
10. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2	The trust

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a Social Security Number, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's Social Security Number.

(3) Show the name of the owner. You may also enter your business or "DBA" name on the second line. You may use either your social security number or employer identification number (if you have one). If you are a sole proprietor, the IRS encourages you to use your social security number.

(4) List first and circle the name of the legal trust, estate or pension trust. Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.

* Note: The grantor also must provide a Form W-9 (or appropriate substitute form) to the trustee of the trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

OBTAINING A NUMBER

If you don't have a Taxpayer Identification Number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number. These forms can also be obtained from the SSA and IRS websites (www.ssa.gov and www.irs.gov).

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on broker transactions include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under Section 501(a), an individual retirement plan, or a custodial account under Section 403(b)(7), if the account satisfies the requirements of Section 401(f)(2).
- The United States or any agency or instrumentality thereof.
- A state, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.
- A dealer in securities or commodities required to be registered in the United States, the District of Columbia, or a possession of the United States.
- A real estate investment trust.
- A futures commissions merchant registered with the Commodity Futures Trading Commission.
- A common trust fund operated by a bank under Section 584(a).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.
- A middleman known in the investment community as a nominee or custodian.
- A trust exempt from tax under Section 664 of the Code or described in Section 4947.

Payments of dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under Section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Payments described in Section 404(k) made by an employee stock ownership plan.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payor's trade or business and you have not provided your correct Taxpayer Identification Number to the payor.
- Payments described in Section 6049(b)(5) to non-resident aliens.
- Payments on tax-free covenant bonds under Section 1451.
- Payments made by certain foreign organizations.
- Payments of mortgage or student loan interest to you.

Exempt payees described above should file Substitute Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYOR, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.

PRIVACY ACT NOTICE — Section 6109 requires most recipients of dividend, interest or other payments to give Taxpayer Identification Numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Payors must be given the numbers whether or not recipients are required to file tax returns. Payors must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a Taxpayer Identification Number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. — If you fail to furnish your Taxpayer Identification Number to a payor, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING. — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION. — Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE IRS.

(DO NOT WRITE IN SPACE BELOW)

CERTIFICATE SURRENDERED	OUTSTANDING NOTES TENDERED	OUTSTANDING NOTES ACCEPTED

Delivery Prepared by:_____

Checked by:_____

Date:_____

FTI Consulting
500 East Pratt Street
Suite 1400
Baltimore, MD 21202
410.951.4800 main
410.951.4895 fax

www.fticonsulting.com

May 10, 2011

VIA EDGAR

Mr. Tom Kluck
Ms. Sandra B. Hunter
Securities and Exchange Commission
Division of Corporate Finance
100 F Street, N.E.
Washington, D.C. 20549

Re: FTI Consulting, Inc.
Registration Statement on Form S-4
Filed March 25, 2011
File No. 333-173096

Dear Mr. Kluck and Ms. Hunter:

We have reviewed your letter dated April 8, 2011 (the "Comment Letter") by which the staff (the "Staff") of the Securities and Exchange Commission (the "Commission") provided comments to the registration statement on Form S-4 (the "Registration Statement") filed by FTI Consulting, Inc. (the "Company") on March 25, 2011. This letter sets forth the Company's responses to the Staff's comments (numbered paragraphs correspond to the Comment Letter).

General

1. We note you have submitted an application for confidential treatment. Please note that we will not be in a position to clear your registration statement on Form S-4 until your application for confidential treatment has been resolved.

RESPONSE: The Company acknowledges that its application for confidential treatment must be resolved prior to the effectiveness of the Registration Statement. The Company looks forward to the Staff's processing of its application for confidential treatment and will promptly respond to any questions raised by the Staff concerning the application.

2. We note that you are registering the 6 3/4% Senior Notes due 2020 in reliance on our position enunciated in Exxon Capital Holdings Corp., SEC No-Action Letter (April 13, 1988). See also Morgan Stanley & Co. Inc., SEC No-Action Letter (June 5, 1991) and Sherman & Sterling, SEC No-Action Letter (July 2, 1993). Please provide us with a supplemental letter stating that you are registering the exchange offer in reliance on our position contained in these letters and include the representations contained in the Morgan Stanley and Sherman & Sterling no-action letters.

RESPONSE: Contemporaneously with the submission of this letter, the Company and Attenex Corporation, Compass Lexecon LLC, Competition Policy Associates, Inc., FD MWA Holdings Inc., FD U.S. Communications, Inc., FTI, LLC, FTI Consulting LLC, FTI General Partner LLC, FTI Hosting LLC, FTI International LLC, FTI Investigations, LLC, FTI SMG LLC and FTI Technology LLC (collectively, the "Subsidiary Guarantors" and, together with the Company, the "Registrants") are filing a supplemental letter stating that the Registrants are registering the exchange offer in reliance on the Commission's position contained in the abovementioned no-action letters and including the representations contained in the Morgan Stanley and Shearman & Sterling no-action letters.

* * *

The Company believes that the information contained in this letter, together with the supplemental letter, is responsive to the Staff's comments set forth in the Comment Letter.

Should you have any questions, please contact Joanne F. Catanese, Associate General Counsel and Corporate Secretary of the Company at (410) 951-4867 or joanne.catanese@fticonsulting.com.

Very truly yours,

/s/ Eric B. Miller

Eric B. Miller
Executive Vice President, General Counsel and Chief Ethics Officer

cc: Christopher M. Kelly, Esq. (Jones Day)

FTI Consulting
500 East Pratt Street
Suite 1400
Baltimore, MD 21202
410.951.4800 main
410.951.4895 fax

www.fticonsulting.com

May 10, 2011

VIA EDGAR

Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Re: FTI Consulting, Inc.
6 3/4% Senior Notes due 2020
Amendment No. 1 to
Registration Statement on Form S-4
File No. 333-173096

Ladies and Gentlemen:

On the date hereof, FTI Consulting, Inc. (the "Company") and Attenex Corporation, Compass Lexecon LLC, Competition Policy Associates, Inc., FD MWA Holdings Inc., FD U.S. Communications, Inc., FTI, LLC, FTI Consulting LLC, FTI General Partner LLC, FTI Hosting LLC, FTI International LLC, FTI Investigations, LLC, FTI SMG LLC and FTI Technology LLC (collectively, the "Subsidiary Guarantors" and, together with the Company, the "Registrants") filed with the Securities and Exchange Commission (the "Commission") Amendment No. 1 to the Registration Statement on Form S-4 relating to the offer to exchange (the "Exchange Offer") $400,000,000 aggregate principal amount of the Company's 6 3/4% Senior Notes due 2020 (the "Exchange Notes") for an equal principal amount of the Company's 6 3/4% Senior Notes due 2020, which were issued on September 27, 2010.

The Registrants are registering the Exchange Offer in reliance on the Commission staff's position enunciated in the letters issued to *Exxon Capital Holdings Corporation* (available May 13, 1988), *Morgan Stanley & Co. Incorporated* (available June 5, 1991), *K-III Communications Corporation* (available May 14, 1993) and *Shearman & Sterling* (available July 2, 1993). In accordance with the Commission staff's position set forth in those letters, the Registrants make the following representations to the Commission:

1. The Registrants have not entered into any arrangement or understanding with any person to distribute the Exchange Notes to be received in the Exchange Offer and, to the best of the Registrants' information and belief, each person participating in the Exchange Offer is acquiring the Exchange Notes in its ordinary course of business and has no arrangement or understanding to participate in the distribution of the Exchange Notes to be received in the Exchange Offer.

2. The Registrants will make each participant in the Exchange Offer aware (through the Exchange Offer prospectus or otherwise) that if such person is using the Exchange Offer to participate in the distribution of the Exchange Notes to be acquired in the Exchange Offer, such person (a) cannot rely on the Commission staff's position enunciated in *Exxon Capital Holdings Corporation* or similar letters and (b) must comply with the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "Securities Act"), in connection with a secondary resale transaction. The Registrants acknowledge that such a secondary resale transaction should be covered by an effective registration statement containing the selling stockholder information required by Item 507 of Regulation S-K promulgated under the Securities Act.

3. The Registrants will make each participant in the Exchange Offer aware (through the Exchange Offer prospectus or otherwise) that (a) any broker-dealer holding existing securities acquired for its own account as a result of market-making activities or other trading activities, and who receives Exchange Notes in exchange for such existing securities pursuant to the Exchange Offer, may be a statutory underwriter and must deliver a prospectus meeting the requirements of the Securities Act as described in (2) above in connection with any resale of such Exchange Notes; (b) by executing the letter of transmittal or similar documentation, any such broker-dealer represents that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of Exchange Notes received in respect of such existing securities pursuant to the Exchange Offer; and (c) any such broker-dealer must confirm that it has not entered into any arrangement or understanding with the Registrants or an affiliate of the Registrants to distribute Exchange Notes. The Registrants will include in the letter of transmittal or similar documentation a statement to the effect that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The Registrants will include, in the transmittal letter or similar documentation to be executed by the exchange offeree in order to participate in the Exchange Offer, representations to the effect that (a) the exchange offeree is acquiring the Exchange Notes in its ordinary course of business; (b) by accepting the Exchange Offer, the exchange offeree represents that it is not engaged in, does not intend to engage in and has no arrangement or understanding with any person to participate in a distribution of the Exchange Notes; and (c) the offeree is not an "affiliate" of the Registrants within the meaning of Rule 405 under the Securities Act.

* * *

Very truly yours,

FTI CONSULTING, INC.

By: /s/ Eric B. Miller
Eric B. Miller
Executive Vice President, General Counsel and Chief Ethics Officer

ATTENEX CORPORATION
COMPASS LEXECON LLC
COMPETITION POLICY ASSOCIATES, INC.
FD MWA HOLDINGS INC.
FD U.S. COMMUNICATIONS, INC.
FTI, LLC
FTI CONSULTING LLC
FTI GENERAL PARTNER LLC
FTI HOSTING LLC
FTI INTERNATIONAL LLC
FTI SMG LLC
FTI TECHNOLOGY LLC

By: /s/ Eric B. Miller
Eric B. Miller
Senior Vice President

FTI INVESTIGATIONS, LLC

By: /s/ Eric B. Miller
Eric B. Miller
Vice President, Treasurer and Secretary

cc: Christopher M. Kelly, Esq. (Jones Day)