

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

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2006

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number: 000-50976

**Huron Consulting Group Inc.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation or organization)

**01-0666114**  
(IRS Employer  
Identification Number)

**550 West Van Buren Street**  
**Chicago, Illinois**  
**60607**  
(Address of principal executive offices)  
(Zip Code)

**(312) 583-8700**  
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer  Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

As of April 20, 2006, 17,404,488 shares of the registrant's common stock, par value \$0.01 per share, were outstanding.

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PART I ¾ FINANCIAL INFORMATION  
ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

HURON CONSULTING GROUP INC.  
CONSOLIDATED BALANCE SHEETS  
(In thousands, except share and per share amounts)  
(Unaudited)

	March 31, 2006	December 31, 2005
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 16,177	\$ 31,820
Receivables from clients, net	34,770	29,164
Unbilled services, net	21,246	18,187
Income tax receivable	¾	232
Deferred income taxes	14,110	12,553
Other current assets	7,897	5,799
Total current assets	94,200	97,755
Property and equipment, net	19,259	13,162
Deferred income taxes	2,978	2,154
Deposits and other assets	1,024	1,147
Intangible assets, net	629	844
Goodwill	14,637	14,637
Total assets	\$ 132,727	\$ 129,699
<b>Liabilities and stockholders' equity</b>		
Current liabilities:		
Accounts payable	\$ 2,236	\$ 2,671
Accrued expenses	7,289	4,357
Accrued payroll and related benefits	17,872	32,073
Income tax payable	2,666	491
Deferred revenues	4,127	4,609
Current portion of notes payable and capital lease obligations	1,138	1,282
Total current liabilities	35,328	45,483
Non-current liabilities:		
Accrued expenses	186	274
Notes payable and capital lease obligations, net of current portion	2,129	2,127
Deferred lease incentives	9,569	6,283
Total non-current liabilities	11,884	8,684
Commitments and contingencies	¾	¾
<b>Stockholders' equity</b>		
Common stock; \$0.01 par value; 500,000,000 shares authorized; 17,608,266 and 17,397,312 shares issued at March 31, 2006 and December 31, 2005, respectively	176	174
Treasury stock, at cost, 229,045 and 148,933 shares at March 31, 2006 and December 31, 2005, respectively	(4,758)	(3,061)
Additional paid-in capital	64,990	58,908
Retained earnings	25,107	19,511
Total stockholders' equity	85,515	75,532
Total liabilities and stockholders equity	\$ 132,727	\$ 129,699

The accompanying notes are an integral part of the consolidated financial statements.

**HURON CONSULTING GROUP INC.**  
**CONSOLIDATED STATEMENTS OF INCOME**  
(In thousands, except per share amounts)  
(Unaudited)

	Three months ended	
	March 31,	
	2006	2005
<b>Revenues and reimbursable expenses:</b>		
Revenues	\$ 62,187	\$ 46,760
Reimbursable expenses	5,439	4,370
Total revenues and reimbursable expenses	67,626	51,130
<b>Direct costs and reimbursable expenses</b> (exclusive of depreciation and amortization shown in operating expenses):		
Direct costs	35,990	25,944
Intangible assets amortization	76	¾
Reimbursable expenses	5,538	4,387
Total direct costs and reimbursable expenses	41,604	30,331
<b>Operating expenses:</b>		
Selling, general and administrative	14,841	11,723
Depreciation and amortization	1,508	847
Total operating expenses	16,349	12,570
Operating income	9,673	8,229
<b>Other income:</b>		
Interest income, net	232	165
Other income	¾	1
Total other income	232	166
Income before provision for income taxes	9,905	8,395
Provision for income taxes	4,309	3,568
Net income	<u>\$ 5,596</u>	<u>\$ 4,827</u>
<b>Earnings per share:</b>		
Basic	\$ 0.35	\$ 0.31
Diluted	\$ 0.33	\$ 0.29
<b>Weighted average shares used in calculating earnings per share:</b>		
Basic	16,077	15,547
Diluted	16,995	16,677

The accompanying notes are an integral part of the consolidated financial statements.

**HURON CONSULTING GROUP INC.**  
**CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY**  
(In thousands, except share amounts)  
(Unaudited)

	Common Stock		Treasury Stock	Additional Paid-In Capital	Retained Earnings	Stockholders' Equity
	Shares	Amount				
<b>Balance at December 31, 2005</b>	17,397,312	\$ 174	\$ (3,061)	\$ 58,908	\$ 19,511	\$ 75,532
Net income	¾	¾	¾	¾	5,596	5,596
Issuance of common stock in connection with:						
Restricted stock awards, net of cancellations	5,000	¾	(833)	833	¾	¾
Exercise of stock options	205,954	2	¾	125	¾	127
Share-based compensation	¾	¾	¾	2,263	¾	2,263
Shares redeemed for employee tax withholdings	¾	¾	(864)	¾	¾	(864)
Income tax benefit on share-based compensation	¾	¾	¾	2,861	¾	2,861
<b>Balance at March 31, 2006</b>	<u>17,608,266</u>	<u>\$ 176</u>	<u>\$ (4,758)</u>	<u>\$ 64,990</u>	<u>\$ 25,107</u>	<u>\$ 85,515</u>

The accompanying notes are an integral part of the consolidated financial statements.

**HURON CONSULTING GROUP INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)  
(Unaudited)

	Three months ended March 31,	
	2006	2005
<b>Cash flows from operating activities:</b>		
Net income	\$ 5,596	\$ 4,827
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	1,584	847
Deferred income taxes	(2,380)	(1,670)
Share-based compensation	2,263	1,410
Tax benefit from share-based compensation	¾	113
Allowances for doubtful accounts and unbilled services	404	547
Other	135	¾
Changes in operating assets and liabilities:		
Increase in receivables from clients	(5,319)	(1,244)
Increase in unbilled services	(3,750)	(4,720)
Decrease in income tax receivable	232	494
Increase in other current assets and other	(1,975)	(320)
Increase (decrease) in accounts payable and accrued expenses	5,695	(34)
Decrease in accrued payroll and related benefits	(14,201)	(9,810)
Increase in income tax payable	2,175	3,456
Decrease in deferred revenue	(482)	(408)
Net cash used in operating activities	<u>(10,023)</u>	<u>(6,512)</u>
<b>Cash flows from investing activities:</b>		
Purchase of property and equipment, net	(7,600)	(993)
Net cash used in investing activities	<u>(7,600)</u>	<u>(993)</u>
<b>Cash flows from financing activities:</b>		
Proceeds from exercise of stock options	127	12
Tax benefit from share-based compensation	2,861	¾
Shares redeemed for employee tax withholdings	(864)	¾
Principal payments under capital lease obligations	(144)	¾
Net cash provided by financing activities	<u>1,980</u>	<u>12</u>
Net decrease in cash and cash equivalents	(15,643)	(7,493)
<b>Cash and cash equivalents:</b>		
Beginning of the period	31,820	28,092
End of the period	<u>\$ 16,177</u>	<u>\$ 20,599</u>
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid for interest	\$ ¾	\$ 63
Cash paid for taxes	\$ 1,423	\$ 1,174

The accompanying notes are an integral part of the consolidated financial statements.

**HURON CONSULTING GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Tabular amounts in thousands, except per share amounts)

**1. Description of Business**

Huron Consulting Group Inc. was formed on March 19, 2002. Huron Consulting Group Inc., together with its indirect wholly-owned operating subsidiaries, Huron Consulting Services LLC and Speltz & Weis LLC, (collectively, the "Company"), is an independent provider of financial and operational consulting services, whose clients include Fortune 500 companies, medium-sized businesses, leading academic institutions, healthcare organizations and the law firms that represent these various organizations. In October 2004, the Company completed its initial public offering of shares of its common stock. The majority of the issued and outstanding common stock of the Company was held by HCG Holdings LLC until the first quarter of 2006, when it sold 7,245,000 shares of the Company's common stock in a secondary offering.

**2. Basis of Presentation**

The accompanying unaudited consolidated financial statements of the Company have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission. In the opinion of management, these financial statements reflect all adjustments of a normal, recurring nature necessary for the fair presentation of the Company's financial position, results of operations and cash flows for the interim periods presented in conformity with accounting principles generally accepted in the United States of America. These financial statements should be read in conjunction with the consolidated financial statements and notes thereto for the year ended December 31, 2005 included in the Company's annual report on Form 10-K. The Company's results for any interim period are not necessarily indicative of results for a full year or any other interim period.

**3. Share-based Compensation**

In December 2004, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards ("SFAS") No. 123 (revised 2004), "Share-Based Payment," ("SFAS No. 123R"). This statement requires that the costs of employee share-based payments be measured at fair value on the awards' grant date and recognized in the financial statements over the requisite service period.

Effective January 1, 2006, the Company adopted the provisions of SFAS No. 123R using the modified prospective application transition method. Under this method, compensation cost for the portion of awards for which the requisite service has not yet been rendered that are outstanding as of the adoption date is recognized over the remaining service period. The compensation cost for that portion of awards is based on the grant-date fair value of those awards as calculated for pro forma disclosures under SFAS No. 123, as originally issued. All new awards and awards that are modified, repurchased, or cancelled after the adoption date are accounted for under the provisions of SFAS No. 123R. Prior periods have not been restated under this transition method. The Company recognizes share-based compensation ratably using the straight-line attribution method over the requisite service period. In addition, pursuant to SFAS No. 123R, the Company is required to estimate the amount of expected forfeitures when calculating share-based compensation, instead of accounting for forfeitures as they occur, which was the Company's practice prior to the adoption of SFAS No. 123R. As of January 1, 2006, the cumulative effect of adopting the estimated forfeiture method was not material.

Prior to January 1, 2006, the Company accounted for share-based compensation using the intrinsic value method prescribed by Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and related interpretations and elected the disclosure option of SFAS No. 123 as amended by SFAS No. 148, "Accounting for Stock-Based Compensation—Transition and Disclosure." SFAS No. 123 requires that companies either recognize compensation expense for grants of stock, stock options and other equity instruments based on fair value, or provide pro forma disclosure of net income and earnings per share in the notes to the financial statements. Accordingly, the Company measured compensation expense for stock options as the excess, if any, of the estimated fair market value of the Company's stock at the date of grant over the exercise price. The following table details the effect on net income and earnings per share for the three months ended March 31, 2005 had compensation expense for the stock plans been recorded based on the fair value method under SFAS No. 123.

**HURON CONSULTING GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Tabular amounts in thousands, except per share amounts)

	<b>Three Months Ended March 31, 2005</b>
Net income	\$ 4,827
Add: Total share-based compensation expense included in reported net income, net of related tax effects	843
Deduct: Total share-based compensation expense determined under the fair value method for all awards, net of related tax effects	(892)
Pro forma net income	<b>\$ 4,778</b>
<b>Earnings per share:</b>	
Basic - as reported	\$ 0.31
Basic - pro forma	\$ 0.31
Diluted - as reported	\$ 0.29
Diluted - pro forma	\$ 0.29

**Equity Incentive Plans**

In 2004, the Company adopted the 2004 Omnibus Stock Plan (the "Omnibus Plan"), which replaced the Company's prior share-based compensation plans. The Omnibus Plan permits the grant of stock options, restricted stock, and other share-based awards valued in whole or in part by reference to, or otherwise based on, the Company's common stock. Under the Omnibus Plan, a total of 2,141,000 shares of common stock were reserved for issuance to eligible employees, executive officers, independent contractors and outside directors. As of March 31, 2006, approximately 683,000 shares remain available for future issuance.

The Compensation Committee of the board of directors has the responsibility of interpreting the Omnibus Plan and determining all of the terms and conditions of share-based awards made under the Omnibus Plan, including when the awards will become exercisable or otherwise vest. Subject to acceleration under certain conditions, the majority of the Company's stock options and restricted stock vest annually, pro-rata over 4 years. All stock options have a ten-year contractual term.

The Company did not grant any stock option awards during the three months ended March 31, 2006. The weighted average fair value of options granted during the three months ended March 31, 2005 was \$11.21, which was estimated using the Black-Scholes option-pricing model with the following weighted average assumptions:

	<b>Three Months Ended March 31, 2005</b>
Expected dividend yield	0%
Expected volatility	50%
Risk-free interest rate	4.1%
Expected option life (in years)	4

Stock option activity for the three months ended March 31, 2006 was as follows:

**HURON CONSULTING GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Tabular amounts in thousands, except per share amounts)

	Number of Options (in thousands)	Weighted Average Exercise Price (in dollars)	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value (in millions)
Outstanding at January 1, 2006	1,305	\$ 2.15		
Granted:				
Exercise price = fair market value	—	—		
Exercise price < fair market value	—	—		
Exercised	(206)	\$ 0.65		
Forfeited or expired	(37)	\$ 5.01		
Outstanding at March 31, 2006	<u>1,062</u>	\$ 2.34	7.4	\$ 26.5
Exercisable at March 31, 2006	<u>529</u>	\$ 1.79	7.2	\$ 13.5

The total intrinsic value of options exercised during the three months ended March 31, 2006 and 2005 was \$5.5 million and \$0.4 million, respectively.

Restricted stock activity for the three months ended March 31, 2006 was as follows:

	Number of Shares (in thousands)	Weighted Average Grant-Date Fair Value (in dollars)
Restricted stock at January 1, 2006	1,279	\$ 19.24
Granted	9	\$ 25.70
Vested	(116)	\$ 21.22
Forfeited	(52)	\$ 17.14
Restricted stock at March 31, 2006	<u>1,120</u>	\$ 19.19

The aggregate fair value of restricted stock that vested during the three months ended March 31, 2006 was \$3.1 million. There was no restricted stock vesting during the three months ended March 31, 2005. On February 28, 2006, the Company's Compensation Committee approved a restricted stock award of approximately 510,000 shares to be granted to certain employees effective July 1, 2006. Although these restricted shares will not be issued to the grantees until July 1, 2006, a grant date has been established for measurement purposes under SFAS No. 123R. As such, the Company has begun to recognize the expense relating to this award effective February 28, 2006.

Total share-based compensation cost recognized for the three months ended March 31, 2006 and 2005 was \$2.3 million and \$1.4 million, respectively, with related income tax benefits of \$0.9 million and \$0.6 million, respectively. As of March 31, 2006, there was \$33.8 million of total unrecognized compensation cost related to nonvested share-based awards. This cost is expected to be recognized over a weighted-average period of 3.4 years.

#### 4. Business Combinations

##### Acquisition of MSGalt & Company, LLC

On April 3, 2006, the Company acquired substantially all of the assets of MSGalt & Company, LLC ("Galt"), a specialized advisory firm consisting of 25 consultants that designs and implements corporate-wide programs to improve shareholder returns, for \$20.4 million. The Company financed this acquisition with cash on hand and borrowings of \$6.5 million under the Company's bank credit agreement in the second quarter of 2006. Additional purchase consideration may be payable if specific performance targets are met over a four-year period. Such amounts will be recorded as an adjustment to goodwill if payable. Also, additional payments may be made based on the amount of revenues the Company receives from referrals made by Galt employees over a four-year period. Such

**HURON CONSULTING GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Tabular amounts in thousands, except per share amounts)

amounts will be recorded as an expense if payable. The acquisition will be accounted for under the purchase method of accounting. It was consummated on April 3, 2006 and the results of operations of Galt will be included within the Operational Consulting segment beginning on that date.

Based on a preliminary third-party valuation that is subject to refinement, the identifiable intangible assets that were acquired totaled approximately \$4.6 million and have an estimated weighted average useful life of 20.2 months, which consisted of customer contracts totaling \$1.8 million (3.2 months weighted average useful life), customer relationships totaling \$1.5 million (6.1 months weighted average useful life), and non-competition agreements totaling \$1.3 million (60.0 months weighted average useful life). Additionally, the Company will record approximately \$15.8 million of goodwill, which the Company intends to deduct for income tax purposes.

**Acquisition of Speltz & Weis LLC**

On May 9, 2005, Huron Consulting Group Inc. acquired Speltz & Weis LLC ("S&W"), a specialized consulting firm that consisted of 26 consultants. The aggregate purchase price of the acquisition was \$17.2 million, which consisted of \$14.0 million cash paid at closing, notes payable totaling \$3.0 million payable in three equal annual installments of \$1.0 million (together with accrued interest at 4% per annum) beginning on May 8, 2006, and \$0.2 million of transaction costs. Additional purchase consideration may be payable based on the performance of S&W over a three-year period. Such amounts will be recorded as an adjustment to goodwill if payable. Also, additional payments may be made based on the amount of revenues the Company receives from certain referrals made by S&W employees. Such amounts will be recorded as an expense if payable. The acquisition was accounted for under the purchase method of accounting. It was consummated on May 9, 2005 and the results of operations of S&W have been included within the Financial Consulting segment since that date.

The identifiable intangible assets that were acquired consisted of customer contracts of \$1.9 million (8.4 months weighted average useful life) and customer relationships of \$0.7 million (15.1 months weighted average useful life). Amortization expense relating to customer contracts is classified as a component of total direct costs on the Company's consolidated statement of income while amortization expense relating to customer relationships is classified as a component of operating expenses. The Company assigned relatively short lives to the customer contracts and customer relationships due to the short-term nature of the services and relationships provided under these contracts, which primarily consisted of interim management services. Additionally, the Company recorded \$14.6 million of goodwill, which the Company intends to deduct for income tax purposes.

**Purchase Price Allocations**

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of the acquisitions. The Company is in the process of obtaining a third-party valuation of certain intangible assets relating to the Galt acquisition; thus, the allocation of the purchase price is subject to refinement.

	S&W May 9, 2005	Galt April 3, 2006
Assets Acquired:		
Current assets	\$ 2,291	\$ —
Equipment	16	11
Intangible assets	2,600	4,600
Goodwill	14,637	15,776
	<u>19,544</u>	<u>20,387</u>
Liabilities Assumed:		
Current liabilities	2,307	—
	<u>2,307</u>	<u>—</u>
Net Assets Acquired	<u>\$ 17,237</u>	<u>\$ 20,387</u>

**HURON CONSULTING GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Tabular amounts in thousands, except per share amounts)

**Pro Forma Financial Data**

The following unaudited pro forma financial data gives effect to the acquisitions of S&W and Galt as if they had been completed at the beginning of the period presented. The unaudited pro forma financial data are not necessarily indicative of the operating results that would have been achieved if the acquisition had occurred on the dates indicated, nor are they necessarily indicative of future results.

	Historical Huron and Historical S&W		Historical Huron and Historical Galt	
	Three Months Ended March 31,		Three Months Ended March 31,	
	2006 Actual	2005 Pro forma	2006 Pro forma	2005 Pro forma
Revenues, net of reimbursable expenses	\$ 62,187	\$ 52,706	\$ 66,256	\$ 49,864
Operating income	\$ 9,673	\$ 9,036	\$ 9,679	\$ 7,645
Income before provision for income taxes	\$ 9,905	\$ 9,178	\$ 9,721	\$ 7,685
Net income	\$ 5,596	\$ 5,191	\$ 5,487	\$ 4,408
Earnings per share:				
Basic	\$ 0.35	\$ 0.33	\$ 0.34	\$ 0.28
Diluted	\$ 0.33	\$ 0.31	\$ 0.32	\$ 0.26

**5. Goodwill and Intangible Assets**

The carrying amount of goodwill at both March 31, 2006 and December 31, 2005 was \$14.6 million, which resulted from the acquisition of S&W as described in note 4 above, and has been assigned to the Company's segments as follows:

Financial Consulting	\$ 11,739
Operational Consulting	2,898
<b>Total</b>	<b>\$ 14,637</b>

Intangible assets consisted of the following:

	March 31, 2006		December 31, 2005	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Customer contracts	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,848
Customer relationships	700	498	700	359
Technology	475	48	475	24
<b>Total</b>	<b>\$ 3,075</b>	<b>\$ 2,446</b>	<b>\$ 3,075</b>	<b>\$ 2,231</b>

During 2005, in connection with the hiring of a managing director, the Company purchased technology valued at \$0.5 million, which is being amortized over an estimated useful life of 5.0 years and is classified as a component of total direct costs.

In connection with the Galt acquisition described in note 4 above, the Company will record approximately \$15.8 million of goodwill and \$4.6 million of intangible assets in the second quarter of 2006.

Intangible assets amortization expense was \$0.2 million for the three months ended March 31, 2006. After recognition of the intangible assets acquired related to the acquisition of Galt, estimated intangible assets amortization expense is \$2.5 million for 2006, \$1.9 million for 2007, \$0.4 million for each of 2008 and 2009,

**HURON CONSULTING GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Tabular amounts in thousands, except per share amounts)

\$0.3 million for 2010 and \$0.1 million for 2011. These amounts are subject to change based on the finalization of the purchase price allocation relating to the acquisition of Galt.

**6. Property and Equipment**

Property and equipment at March 31, 2006 and December 31, 2005 are detailed below:

	<b>March 31,</b> <b>2006</b>	<b>December 31,</b> <b>2005</b>
Computers, related equipment and software	\$ 10,215	\$ 9,747
Furniture and fixtures	3,939	3,721
Leasehold improvements	7,979	6,122
Assets under capital lease	409	409
Assets under construction	5,941	1,229
Property and equipment	28,483	21,228
Accumulated depreciation and amortization	(9,224)	(8,066)
Property and equipment, net	<u>\$ 19,259</u>	<u>\$ 13,162</u>

**7. Earnings Per Share**

Basic earnings per share excludes dilution and is computed by dividing net income by the weighted average number of common shares outstanding for the period, excluding unvested restricted common stock. Diluted earnings per share reflects the potential reduction in earnings per share that could occur if securities or other contracts to issue common stock were exercised or converted into common stock under the treasury stock method. Earnings per share under the basic and diluted computations are as follows:

	<b>Three Months Ended</b> <b>March 31,</b>	
	<b>2006</b>	<b>2005</b>
Net income	<u>\$ 5,596</u>	<u>\$ 4,827</u>
Weighted average common shares outstanding - basic	16,077	15,547
Weighted average common stock equivalents	918	1,130
Weighted average common shares outstanding - diluted	<u>16,995</u>	<u>16,677</u>
Basic earnings per share	<u>\$ 0.35</u>	<u>\$ 0.31</u>
Diluted earnings per share	<u>\$ 0.33</u>	<u>\$ 0.29</u>

There were no anti-dilutive securities for the three months ended March 31, 2006 and 2005.

**HURON CONSULTING GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Tabular amounts in thousands, except per share amounts)

**8. Line of Credit**

The Company has a bank credit agreement that originally expired on February 10, 2006. On January 17, 2006, the Company extended the credit agreement for ninety days to May 10, 2006. On March 28, 2006, the Company further extended the credit agreement for another sixty days to July 10, 2006, and also amended certain terms of the original agreement. Under the terms of the current agreement, the Company may borrow up to \$35.0 million. Borrowings under the agreement are limited by any outstanding letters of credit, bear interest at LIBOR plus 1.25%, and are secured by substantially all of the Company's assets. The bank credit agreement includes covenants for minimum equity and maximum annual capital expenditures, as well as covenants restricting the Company's ability to incur additional indebtedness or engage in certain types of transactions outside of the ordinary course of business. The Company had no borrowings outstanding under the bank credit agreement as of March 31, 2006 and December 31, 2005. At both March 31, 2006 and December 31, 2005, the Company was in compliance with its debt covenants.

**9. Commitments and Contingencies**

**Litigation**

From time to time, the Company is involved in various legal matters arising out of the ordinary course of business. Although the outcome of these matters cannot presently be determined, in the opinion of management, disposition of these matters will not have a material adverse effect on the financial position or results of operations of the Company.

**Guarantees**

Guarantees in the form of letters of credit totaling \$6.5 million were outstanding at both March 31, 2006 and December 31, 2005, respectively, to support certain office lease obligations.

To the extent permitted by law, the Company's by-laws and articles of incorporation require that the Company indemnify its officers and directors against judgments, fines, and amounts paid in settlement, including attorneys' fees, incurred in connection with civil or criminal action or proceedings, as it relates to their services to the Company if such person acted in good faith. Although there is no limit on the amount of indemnification, the Company may have recourse against its insurance carrier for certain payments made.

**10. Segment Information**

Segments are defined by SFAS No. 131, "Disclosures about Segments of an Enterprise and Related Information," as components of a company in which separate financial information is available and is evaluated regularly by the chief operating decision maker, or decision making group, in deciding how to allocate resources and in assessing performance.

The Company provides services through two segments: Financial Consulting and Operational Consulting. The Financial Consulting segment provides services that help clients effectively address complex challenges that arise from litigation, disputes, investigations, regulation, financial distress and other sources of significant conflict or change. The Operational Consulting segment provides services that help clients improve the overall efficiency and effectiveness of their operations by enhancing revenue, reducing costs, managing regulatory compliance and maximizing procurement efficiency.

Segment operating income consists of the revenues generated by a segment, less the direct costs of revenue and selling, general and administrative costs that are incurred directly by the segment. Unallocated corporate costs include costs related to administrative functions that are performed in a centralized manner that are not attributable to a particular segment. These administrative function costs include costs for corporate office support, all office facility costs, costs relating to accounting and finance, human resources, legal, marketing, information technology and company-wide business development functions, as well as costs related to overall corporate management.

**HURON CONSULTING GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Tabular amounts in thousands, except per share amounts)

The following table presents information about reported segments along with the items necessary to reconcile the segment information to the totals reported in the accompanying consolidated financial statements:

	<b>Three Months Ended</b>	
	<b>March 31,</b>	
	<b>2006</b>	<b>2005</b>
<b>Financial Consulting:</b>		
Revenues	\$ 35,197	\$ 24,553
Operating income	\$ 13,446	\$ 9,987
Segment operating income as a percent of segment revenues	38.2%	40.7%
<b>Operational Consulting:</b>		
Revenues	\$ 26,990	\$ 22,207
Operating income	\$ 9,929	\$ 8,751
Segment operating income as a percent of segment revenues	36.8%	39.4%
<b>Total Company:</b>		
Revenues	\$ 62,187	\$ 46,760
Reimbursable expenses	5,439	4,370
Total revenues and reimbursable expenses	<u>\$ 67,626</u>	<u>\$ 51,130</u>
<b>Statement of operations reconciliation:</b>		
Segment operating income	\$ 23,375	\$ 18,738
Charges not allocated at the segment level:		
Other selling, general and administrative expenses	(12,194)	(9,662)
Depreciation and amortization	(1,508)	(847)
Other income	232	166
Income before provision for income taxes	<u>\$ 9,905</u>	<u>\$ 8,395</u>

During the first quarter of 2006, one client generated \$6.0 million, or 9.6%, of the Company's consolidated revenues. Of the \$6.0 million, \$5.4 million was generated by the Financial Consulting segment and \$0.6 million was generated by the Operational Consulting segment. During the first quarter of 2005, this same client generated \$6.5 million, or 13.8%, of the Company's consolidated revenues. Of the \$6.5 million, \$5.5 million was generated by the Financial Consulting segment and \$1.0 million was generated by the Operational Consulting segment.

At March 31, 2006, another client's total receivables and unbilled services balance represented 10.2% of the Company's total receivables and unbilled services balance.

**11. Subsequent Event**

On April 3, 2006, the Company acquired substantially all of the assets of Galt, a specialized advisory firm that designs and implements corporate-wide programs to improve shareholder returns. See note 4 above for further details relating to this transaction.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

In this Quarterly Report on Form 10-Q, unless the context otherwise requires, the terms "Huron," "Company," "we," "us" and "our" refer to Huron Consulting Group Inc. and its operating subsidiaries, Huron Consulting Services LLC and Speltz & Weis LLC.

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements are identified by words such as "may," "should," "expects," "plans," "anticipates," "believes," "estimates," or "continues." These forward-looking statements reflect our current expectation about our future results, levels of activity, performance or achievements, including without limitation, that our business continues to grow at the current expectations; that we are able to expand our service offerings through our existing consultants and new hires; and that existing market conditions do not change from current expectations. These statements involve known and unknown risks, uncertainties and other factors that may cause actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Please see "Risk Factors" in our 2005 annual report on Form 10-K for a complete description of the material risks we face.

### OVERVIEW

#### Our History

Huron was formed in March 2002 and commenced operations in May 2002. We were founded by a core group of experienced financial and operational consultants that consisted primarily of former Arthur Andersen LLP partners and professionals, with equity sponsorship from a group of investors led by Lake Capital Management LLC. On October 18, 2004, we completed our initial public offering ("IPO") and became a publicly traded company. During the first quarter of 2006, HCG Holdings LLC sold 7,245,000 shares of our common stock in a secondary offering.

On May 9, 2005, we acquired Speltz & Weis LLC ("S&W"), a specialized consulting firm that consisted of 26 consultants. With the acquisition of S&W, the Company provides interim management, organizational renewal and turnaround services, and other crisis management services to distressed hospitals and other healthcare facilities. The results of operations of S&W have been included within the Financial Consulting segment since the date of acquisition.

On April 3, 2006, the Company acquired substantially all of the assets of MSGalt & Company, LLC ("Galt"), a specialized advisory firm consisting of 25 consultants that designs and implements corporate-wide programs to improve shareholder returns. The results of operations of Galt will be included within the Operational Consulting segment beginning on April 3, 2006. See "Subsequent Event" below for further details relating to this transaction.

#### Our Business

Huron is an independent provider of financial and operational consulting services, with clients that include Fortune 500 companies, medium-sized businesses, leading academic institutions, healthcare organizations and the law firms that represent these various organizations.

We provide our services through two segments: Financial Consulting and Operational Consulting. Our Financial Consulting segment provides services that help clients effectively address complex challenges that arise from litigation, disputes, investigations, regulation, financial distress and other sources of significant conflict or change. Our Operational Consulting segment provides services that help clients improve the overall efficiency and effectiveness of their operations, reduce costs, manage regulatory compliance and maximize procurement efficiency.

We derive all of our revenues through three principal types of billing arrangements consisting of time and expense, fixed fee and performance-based. We manage our business on the basis of revenues before reimbursable expenses. We believe this is the most accurate reflection of our consulting services because it eliminates the effect of reimbursable expenses that we bill to our clients at cost.

Most of our revenues are generated from time and expense engagements. In time and expense engagements, fees are

based on the hours incurred at agreed upon billing rates. Time and expense engagements represented approximately 87.3% of our revenues in the three months ended March 31, 2006.

In fixed fee engagements, we agree to a pre-established fee in exchange for a pre-determined set of consulting services. We set the fees based on our estimates of the costs and timing for completing the fixed fee engagements. It is the client's expectation in these engagements that the pre-established fee will not be exceeded except in mutually agreed upon circumstances. For the three months ended March 31, 2006, fixed fee engagements represented approximately 10.5% of our revenues.

Performance-based fee engagements generally tie fees to the attainment of contractually defined objectives. We enter into performance-based engagements in essentially two forms. First, we generally earn fees that are directly related to the savings formally acknowledged by the client as a result of adopting our recommendations for improving cost effectiveness in the procurement area. Second, we have performance-based engagements in which we earn a success fee when and if certain pre-defined outcomes occur. Often this type of success fee supplements time and expense or fixed fee engagements. While performance-based fee revenues represented only approximately 2.2% of our revenues for the three months ended March 31, 2006, such revenues in the future may cause significant variations in quarterly revenues and operating results due to the timing of achieving the performance-based criteria.

#### **Business Strategy, Opportunities and Challenges**

Our primary strategy is to meet the needs of our financial consulting and operational consulting clients by providing a balanced portfolio of service offerings and capabilities, so that we can adapt quickly and effectively to emerging opportunities in the marketplace. To achieve this, we continue to hire highly qualified consultants. Since we commenced operations, we nearly tripled the number of our consultants from 213 on May 31, 2002 to 636 as of March 31, 2006. To expand our business, we will remain focused on growing our existing relationships and developing new relationships, continue to promote and provide an integrated approach to service delivery, broaden the scope of our existing services, and enter into select acquisitions of complementary businesses. Additionally, we intend to enhance our visibility in the marketplace by continuing to build our brand.

#### **CRITICAL ACCOUNTING POLICIES**

Management's discussion and analysis of financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America, or GAAP. The preparation of financial statements in conformity with GAAP requires management to make assessments, estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Critical accounting policies are those policies that we believe present the most complex or subjective measurements and have the most potential to impact our financial position and operating results. While all decisions regarding accounting policies are important, we believe that there are five accounting policies that could be considered critical. These critical accounting policies include revenue recognition, the allowances for doubtful accounts and unbilled services, carrying value of goodwill and other intangible assets, valuation of net deferred tax assets, and share-based compensation.

#### **Revenue Recognition**

We recognize revenues in accordance with Staff Accounting Bulletin, or SAB, No. 101, "Revenue Recognition in Financial Statements," as amended by SAB No. 104, "Revenue Recognition." Revenue is recognized when persuasive evidence of an arrangement exists, the related services are provided, the price is fixed and determinable and collectibility is reasonably assured. Our services are primarily rendered under engagements that require the client to pay on a time and expense basis. Fees are based on the hours incurred at agreed-upon rates and recognized as services are provided. Revenues related to fixed fee engagements are recognized based on estimates of services provided versus the total services to be provided under the engagement. Losses, if any, on fixed fee engagements are recognized in the period in which the loss first becomes probable and reasonably estimable. To date, such losses have not been significant. Revenues related to performance-based engagements are recognized when all performance-based criteria are met. We also have contracts with clients to deliver multiple services that are covered under both individual and separate engagement letters. These arrangements allow for our services to be valued and accounted for on a separate basis. Reimbursable expenses related to time and expense and fixed fee engagements are recognized as revenue in the period in which the expense is incurred. Reimbursable expenses subject to

performance-based criteria are recognized as revenue when all performance criteria are met. Direct costs incurred on all types of engagements, including performance-based engagements, are recognized in the period in which incurred.

Differences between the timing of billings and the recognition of revenue are recorded as either unbilled services or deferred revenue. Revenues recognized for services performed but not yet billed to clients are recorded as unbilled services. Amounts billed to clients but not yet recognized as revenues are recorded as deferred revenue. Client prepayments and retainers that are unearned are also classified as deferred revenue and recognized over future periods as earned in accordance with the applicable engagement agreement.

#### **Allowances for Doubtful Accounts and Unbilled Services**

We maintain allowances for doubtful accounts and for services performed but not yet billed for estimated losses based on several factors, including the historical percentages of fee adjustments and write-offs by service group, an assessment of a client's ability to make required payments and the estimated cash realization from amounts due from clients. The allowances are assessed by management on a regular basis. If the financial condition of a client deteriorates in the future, impacting the client's ability to make payments, an increase to our allowance might be required or our allowance may not be sufficient to cover actual write-offs.

The provision for doubtful accounts and unbilled services is recorded as a reduction in revenue to the extent the provision relates to fee adjustments and other discretionary pricing adjustments. To the extent the provision relates to a client's inability to make required payments, the provision is recorded in operating expenses.

#### **Carrying Value of Goodwill and Other Intangible Assets**

Goodwill represents the excess of the cost of an acquired entity over the net of the amounts assigned to assets acquired and liabilities assumed. Our goodwill balance as of March 31, 2006 was \$14.6 million, which resulted from the acquisition of S&W in 2005. Under the provisions of SFAS No. 142 - Goodwill and Other Intangible Assets, goodwill is required to be tested for impairment on an annual basis and between annual tests whenever indications of impairment exist. We have elected and will begin to perform this annual impairment test in the second quarter of 2006 or earlier, if indications of impairment arise, such as loss of key personnel, unanticipated competition, or other unforeseen developments. Impairment exists when the carrying amount of goodwill exceeds its implied fair value, resulting in an impairment charge for this excess. An impairment test involves considerable management judgment and estimates regarding future operating results and cash flows.

Intangible assets represent purchased assets that lack physical substance but can be distinguished from goodwill. Our intangible assets balances, net of accumulated amortization, totaled \$0.6 million at March 31, 2006 and consist of customer relationships relating to the S&W acquisition, as well as purchased technology. We obtained third-party valuations to assist us in estimating the initial fair value of acquired intangible assets. These valuations are primarily based on the present value of the estimated net cash flows expected to be derived from the client contracts and relationships, discounted for assumptions about future customer attrition. We evaluate our intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. Therefore, higher or earlier-than-expected customer attrition may result in higher future amortization charges or an impairment charge for customer-related intangible assets.

#### **Valuation of Net Deferred Tax Assets**

We have recorded net deferred tax assets as we expect to realize future tax benefits related to the utilization of these assets. Although we experienced net losses early in our history, no valuation allowance has been recorded relating to these deferred tax assets because we believe that it is more likely than not that future taxable income will be sufficient to allow us to utilize these assets. Should we determine in the future that we will not be able to fully utilize all or part of these deferred tax assets, we would need to establish a valuation allowance, which would be recorded as a charge to income in the period the determination was made. While utilization of these deferred tax assets will provide future cash flow benefits, they will not have an effect on future income tax provisions.

#### **Share-based Compensation**

Effective January 1, 2006, we adopted Statement of Financial Accounting Standards No. 123 (revised 2004), "Share-Based Payment," which requires that companies recognize compensation expense for grants of stock, stock options and other equity instruments based on fair value. Given the lack of a public market for our common stock prior to our IPO, we established an estimated fair value of the common stock as well as the exercise price for the

options to purchase this stock. We estimated the fair value of our common stock by evaluating our results of business activities and projections of our future results of operations.

## RESULTS OF OPERATIONS

The following table sets forth selected segment and consolidated operating results and other operating data for the periods indicated. Segment operating income consists of the revenues generated by a segment, less the direct costs of revenue and selling, general and administrative costs that are incurred directly by the segment. Unallocated corporate costs include costs related to administrative functions that are performed in a centralized manner that are not attributable to a particular segment.

Segment and Consolidated Operating Results (in thousands):	Three Months Ended March 31,	
	2006	2005
<b>Revenues and reimbursable expenses:</b>		
Financial Consulting	\$ 35,197	\$ 24,553
Operational Consulting	26,990	22,207
Total revenues	62,187	46,760
Total reimbursable expenses	5,439	4,370
<b>Total revenues and reimbursable expenses</b>	<b>\$ 67,626</b>	<b>\$ 51,130</b>
<b>Operating income:</b>		
Financial Consulting	\$ 13,446	\$ 9,987
Operational Consulting	9,929	8,751
Total segment operating income	23,375	18,738
Unallocated corporate costs	12,194	9,662
Depreciation and amortization expense	1,508	847
Total operating expenses	13,702	10,509
<b>Operating income</b>	<b>\$ 9,673</b>	<b>\$ 8,229</b>
<b>Other Operating Data:</b>		
<b>Number of consultants (at period end) (1):</b>		
Financial Consulting	303	257
Operational Consulting	333	241
Total	636	498
<b>Average number of consultants (for the period):</b>		
Financial Consulting	307	267
Operational Consulting	332	231
Total	639	498
<b>Utilization rate (2):</b>		
Financial Consulting	83.6%	74.3%
Operational Consulting	71.9%	78.6%
Total	77.5%	76.3%
<b>Average billing rate per hour (3):</b>		
Financial Consulting	\$ 277	\$ 274
Operational Consulting	\$ 230	\$ 228
Total	\$ 255	\$ 250

(1) Consultants consist of our billable professionals, excluding interns and independent contractors.

(2) We calculate the utilization rate for our consultants by dividing the number of hours all our consultants worked on client assignments during a period by the total available working hours for all of our consultants during the same period, assuming a forty-hour work week, less paid holidays and vacation days.

(3) Average billing rate per hour is calculated by dividing revenues for a period by the number of hours worked on client assignments during the same period.

### Three Months Ended March 31, 2006 Compared to Three Months Ended March 31, 2005

#### Revenues

Revenues increased \$15.4 million, or 33.0%, to \$62.2 million for the three months ended March 31, 2006 from \$46.8 million for the three months ended March 31, 2005. Revenues from time and expense engagements increased \$16.1 million, or 42.1%, to \$54.3 million for the first quarter of 2006 from \$38.2 million for the first quarter of 2005. Revenues from fixed fee engagements decreased \$1.2 million, or 15.6%, to \$6.5 million for the three months ended March 31, 2006 from \$7.7 million for the three months ended March 31, 2005. Revenues from performance-based engagements increased \$0.5 million, or 55.6%, to \$1.4 million for the three months ended March 31, 2006 from \$0.9 million for the three months ended March 31, 2005.

Of the overall \$15.4 million increase in revenues, \$13.5 million was attributable to an increase in the number of consultants and increased usage of independent contractors, \$1.2 million was attributable to an increase in the utilization rate of our consultants, and \$0.7 million was attributable to an increase in the average billing rate per hour. These increases were reflective of growing demand for our services from new and existing clients. The average number of consultants increased to 639 for the three months ended March 31, 2006 from 498 for the three months ended March 31, 2005, as we added a significant number of consultants. The increase in consultants was also reflective of the S&W acquisition. Revenues generated by independent contractors increased \$0.3 million, or 30.0%, to \$1.3 million for the three months ended March 31, 2006 from \$1.0 million for the same period last year. Our utilization rate increased slightly to 77.5% for the three months ended March 31, 2006 from 76.3% for the three months ended March 31, 2005. The utilization rate for any given period is calculated by dividing the number of hours all our consultants worked on client assignments during the period by the total available working hours for all of our consultants during the same period, assuming a 40-hour work week, less paid holidays and vacation days. In addition, our average billing rate per hour increased 2.0% to \$255 for the three months ended March 31, 2006 from \$250 for the three months ended March 31, 2005. Average billing rate per hour for any given period is calculated by dividing revenues for the period by the number of hours worked on client assignments during the same period.

#### Direct Costs

Our direct costs increased \$10.1 million, or 38.7%, to \$36.0 million in the three months ended March 31, 2006 from \$25.9 million in the three months ended March 31, 2005. Approximately \$8.6 million of the increase was attributable to the increase in the average number of consultants described above, the promotion of nine of our employees to the managing director level effective January 1, 2006, and their related compensation and benefit costs. Additionally, stock-based compensation expense associated with our billable professionals increased \$0.7 million, or 70.0%, to \$1.7 million in the first quarter of 2006 from \$1.0 million in the first quarter of 2005. We expect to continue to hire additional managing directors during 2006, as well as hire additional managers, associates and analysts to expand support for our existing practices and better leverage our managing directors and directors. As such, we expect direct costs will continue to increase in the near term.

#### Operating Expenses

Selling, general and administrative expenses increased \$3.1 million, or 26.6%, to \$14.8 million in the three months ended March 31, 2006 from \$11.7 million in the three months ended March 31, 2005. Approximately \$1.1 million of this increase was due to higher facilities cost attributable to two new leases that we entered into during the second half of 2005. In connection with a secondary offering that was completed in February 2006, we incurred costs totaling \$0.6 million after tax, or \$0.03 per diluted share, during the first quarter of 2006. These costs were expensed in the period incurred because we did not issue securities in the offering. The remaining increase in selling, general and administrative costs in the three months ended March 31, 2006 compared to the same period last year was due to increases in salaries and stock-based compensation associated with our non-billable professionals, legal fees, and marketing expenses.

Depreciation expense increased \$0.6 million, or 75.0%, to \$1.4 million in the three months ended March 31, 2006 from \$0.8 million in the three months ended March 31, 2005 as computers, network equipment, furniture and fixtures, and leasehold improvements were added to support our increase in employees. In conjunction with the S&W acquisition, we recorded \$0.7 million of intangible assets representing customer relationships, which is being amortized over a weighted-average life of 15.1 months. Intangible assets amortization pertaining to customer relationships was \$0.1 million in the three months ended March 31, 2006.

#### **Operating Income**

Operating income increased \$1.5 million, or 17.5%, to \$9.7 million for the three months ended March 31, 2006 from \$8.2 million for the three months ended March 31, 2005. The increase in operating income was primarily due to the increase in revenues, partially offset by the increases in direct costs, selling, general and administrative expense and depreciation and intangible assets amortization as discussed above. Operating margin, which is defined as operating income expressed as a percentage of revenues, decreased to 15.6% in the three months ended March 31, 2006 from 17.6% in the three months ended March 31, 2005.

#### **Net Income**

Net income increased \$0.8 million, or 15.9%, to \$5.6 million for the three months ended March 31, 2006 from \$4.8 million for the three months ended March 31, 2005. Diluted earnings per share increased to \$0.33 for the three months ended March 31, 2006 from \$0.29 for the comparable period last year.

#### **Segment Results**

##### **Financial Consulting**

##### **Revenues**

Financial Consulting segment revenues increased \$10.6 million, or 43.4%, to \$35.2 million for the three months ended March 31, 2006 from \$24.6 million for the three months ended March 31, 2005. Revenues from time and expense engagements increased \$11.1 million, or 47.8%, to \$34.3 million for the three months ended March 31, 2006 from \$23.2 million for the three months ended March 31, 2005. Revenues from fixed fee engagements decreased \$0.5 million, or 35.7%, to \$0.9 million for the three months ended March 31, 2006 from \$1.4 million for the three months ended March 31, 2005. There were no revenues from performance-based engagements for the first quarter of 2006 as compared to approximately \$22,000 for the first quarter of 2005.

Of the overall \$10.6 million increase in revenues, \$7.1 million was attributable to an increase in the number of consultants and increased usage of independent contractor hours, \$3.1 million was attributable to an increase in the utilization rate of our consultants, and \$0.4 million was attributable to an increase in the average billing rate per hour. These increases were reflective of growing demand for our services from new and existing clients. The average number of consultants increased to 307 for the three months ended March 31, 2006 from 267 for the three months ended March 31, 2005. Revenues generated by independent contractors totaled \$0.5 million for the first quarter of 2006 compared to approximately \$25,000 for the comparable quarter last year. The utilization rate for the Financial Consulting segment increased to 83.6% for the three months ended March 31, 2006 from 74.3% for the three months ended March 31, 2005. The average billing rate per hour increased slightly to \$277 for the three months ended March 31, 2006 from \$274 for the three months ended March 31, 2005.

##### **Operating Income**

Financial Consulting segment operating income increased \$3.4 million, or 34.6%, to \$13.4 million in the three months ended March 31, 2006 from \$10.0 million in the three months ended March 31, 2005. Segment operating margin, defined as segment operating income expressed as a percentage of segment revenues, decreased to 38.2% for the first quarter of 2006 from 40.7% in the same period last year, primarily due to the increase in consultants and their related compensation costs.

## Operational Consulting

### Revenues

Operational Consulting segment revenues increased \$4.8 million, or 21.5%, to \$27.0 million for the three months ended March 31, 2006 from \$22.2 million for the three months ended March 31, 2005. Revenues from time and expense engagements increased \$5.0 million, or 33.3%, to \$20.0 million for the three months ended March 31, 2006 from \$15.0 million for the comparable period last year. Revenues from fixed fee engagements decreased \$0.7 million, or 11.1%, to \$5.6 million for the three months ended March 31, 2006 from \$6.3 million for the three months ended March 31, 2005. Revenues from performance-based engagements increased \$0.5 million, or 55.6%, to \$1.4 million for the three months ended March 31, 2006 from \$0.9 million for the three months ended March 31, 2005.

Of the overall \$4.8 million increase in revenues, \$6.4 million was attributable to an increase in the number of consultants and growth in client engagements and \$0.3 million was attributable to an increase in the average billing rate per hour. These increases were partially offset by a \$1.9 million decrease in revenues attributable to a decrease in the utilization rate of our consultants. The average number of consultants increased to 332 for the three months ended March 31, 2006 from 231 for the three months ended March 31, 2005, as we added a significant number of consultants over the past year. The average billing rate per hour increased slightly to \$230 for the first quarter of 2006 from \$228 for the comparable period last year. The utilization rate for the Operational Consulting segment decreased to 71.9% for the three months ended March 31, 2006 from 78.6% for the three months ended March 31, 2005.

### Operating Income

Operational Consulting segment operating income increased \$1.1 million, or 13.5%, to \$9.9 million for the three months ended March 31, 2006 from \$8.8 million for the three months ended March 31, 2005. Segment operating margin decreased to 36.8% for the first quarter of 2006 from 39.4% in the same period last year, primarily due to the increase in consultants and their related compensation costs.

## LIQUIDITY AND CAPITAL RESOURCES

Our primary sources of liquidity are cash flows from operations, existing cash and cash equivalents and debt capacity available under our credit facility. Cash and cash equivalents, consisting of demand deposits and short-term commercial paper, decreased \$15.6 million from \$31.8 million at December 31, 2005 to \$16.2 million at March 31, 2006 primarily due to purchases of property and equipment and the payment of bonuses.

Cash flows used in operating activities totaled \$10.0 million for the three months ended March 31, 2006 and \$6.5 million for the same period last year. Our operating assets and liabilities consist primarily of receivables from billed and unbilled services, accounts payable and accrued expenses, and accrued payroll and related benefits. The volume of billings and timing of collections and payments affect these account balances. Cash used for operations during the three months ended March 31, 2006 primarily consisted of cash payments for bonuses, payroll and related benefits that were accrued for at December 31, 2005. Receivables from clients and unbilled services increased \$9.1 million during the three months ended March 31, 2006, primarily due to increased revenues generated and billed.

Cash used in investing activities was \$7.6 million for the three months ended March 31, 2006 and \$1.0 million for the same period last year. The use of cash in the first quarter of 2006 primarily related to leasehold improvements and construction in progress at our office in New York City.

We have a bank credit agreement that originally expired on February 10, 2006. On January 17, 2006, the Company extended the credit agreement for ninety days to May 10, 2006. On March 28, 2006, the Company further extended the credit agreement for another sixty days to July 10, 2006, and also amended certain terms of the original agreement. Under the terms of the current agreement, the Company may borrow up to \$35.0 million. Borrowings under the agreement are limited by any outstanding letters of credit, bear interest at LIBOR plus 1.25%, and are secured by substantially all of the Company's assets. The bank credit agreement includes covenants for minimum equity and maximum annual capital expenditures, as well as covenants restricting our ability to incur additional indebtedness or engage in certain types of transactions outside of the ordinary course of business. As of March 31,

2006, we were in compliance with the bank credit agreement debt covenants and had no borrowings outstanding. The balance available under the agreement was \$28.5 million after a reduction of \$6.5 million for letters of credit outstanding at March 31, 2006.

#### Future Needs

Our primary financing need has been to fund our growth. Our growth strategy includes hiring additional consultants and expanding our service offerings through existing consultants, new hires or acquisitions. We intend to fund such growth over the next twelve months with funds generated from operations and borrowings under our credit agreement. Because we expect that our future annual growth rate in revenues and related percentage increases in working capital balances will moderate, we believe cash generated from operations, supplemented as necessary by borrowings under our credit facility, will be adequate to fund this growth. Over the longer term, we expect that cash flow from operations, supplemented by short-term and long-term financing, as necessary, will be adequate to fund day-to-day operations and capital expenditure requirements. Our ability to secure short-term and long-term financing in the future will depend on several factors, including our future profitability, the quality of our accounts receivable and unbilled services, our relative levels of debt and equity and overall condition of the credit markets.

#### CONTRACTUAL OBLIGATIONS

The following table represents our obligations and commitments to make future payments under contracts, such as lease agreements, and under contingent commitments as of December 31, 2005 (in thousands).

	Less than 1 Year	1 to 3 Years	4 to 5 Years	After 5 Years	Total
Notes payable	\$ 1,000	\$ 2,000	\$ ¾	\$ ¾	\$ 3,000
Interest on notes payable	120	120	¾	¾	240
Capital lease obligations	282	127	¾	¾	409
Operating lease obligations	7,003	27,010	14,916	25,629	74,558
Purchase obligations	997	322	¾	¾	1,319
Total contractual obligations	<u>\$ 9,402</u>	<u>\$ 29,579</u>	<u>\$ 14,916</u>	<u>\$ 25,629</u>	<u>\$ 79,526</u>

We lease our facilities and certain equipment under operating lease arrangements expiring on various dates through 2016, with various renewal options. We lease office facilities under noncancelable operating leases that include fixed or minimum payments plus, in some cases, scheduled base rent increases over the term of the lease. Certain leases provide for monthly payments of real estate taxes, insurance and other operating expense applicable to the property. Some of the leases contain provisions whereby the future rental payments may be adjusted for increases in operating expense above the specified amount.

Purchase obligations include sponsorships, subscriptions to research tools and other commitments to purchase services where we cannot cancel or would be required to pay a termination fee in the event of cancellation.

#### OFF BALANCE SHEET ARRANGEMENTS

We have not entered into any off-balance sheet arrangements.

#### SUBSEQUENT EVENT

On April 3, 2006, the Company acquired substantially all of the assets of MSGalt & Company, LLC ("Galt"), a specialized advisory firm consisting of 25 consultants that designs and implements corporate-wide programs to improve shareholder returns, for \$20.4 million. The Company financed this acquisition with cash on hand and borrowings of \$6.5 million under our bank credit agreement in the second quarter of 2006. Additional purchase consideration may be payable if specific performance targets are met over a four-year period. Such amounts will be recorded as an adjustment to goodwill if payable. Also, additional payments may be made based on the amount of revenues the Company receives from referrals made by Galt employees. Such amounts will be recorded as an expense if payable. The acquisition will be accounted for under the purchase method of accounting. It was

consummated on April 3, 2006 and the results of operations of Galt will be included within the Operational Consulting segment beginning on that date.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We are exposed to market risks related to changes in interest rates and changes in the market value of our investments. We do not enter into interest rate swaps, caps or collars or other hedging instruments.

Our exposure to changes in interest rates is limited to borrowings under our bank credit agreement, which has a variable interest rate tied to the LIBOR. We had no borrowings outstanding under the credit agreement as of March 31, 2006; therefore, any change in interest rates would not have an effect on our financial position or operating results.

At March 31, 2006, we had notes payable totaling \$3.0 million that are payable in three equal installments beginning on May 8, 2006. We are not exposed to interest rate risks in respect to these notes as they bear a fixed interest rate at 4% per annum.

From time to time, we invest excess cash in marketable securities. These investments principally consist of overnight sweep accounts and short-term commercial paper. Due to the short maturity of our investments, we have concluded that we do not have material market risk exposure.

### **ITEM 4. CONTROLS AND PROCEDURES**

Our management, with the participation of the Company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of March 31, 2006. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of March 31, 2006, our disclosure controls and procedures were effective in recording, processing, summarizing and reporting, on a timely basis, information required to be disclosed by us in the reports we file or submit under the Exchange Act and such information is accumulated and communicated to management as appropriate to allow timely decisions regarding required disclosure.

There has been no change in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the "Exchange Act") that occurred during the quarter ended March 31, 2006 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## **PART II ¾ OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

From time to time, the Company is involved in various legal matters arising out of the ordinary course of business. Although the outcome of these matters cannot presently be determined, in the opinion of management, disposition of these matters will not have a material adverse effect on the financial position or results of operations of the Company.

### **ITEM 1A. RISK FACTORS**

See "Risk Factors" in the Company's 2005 annual report on Form 10-K for a complete description of the material risks it faces. There have been no material changes to our business risk factors since December 31, 2005.

### **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

Our 2004 Omnibus Stock Plan permits the netting of common stock upon vesting of restricted stock awards to satisfy individual tax withholding requirements. During the quarter ended March 31, 2006, the Company redeemed such shares as presented in the table below.

<u>Period</u>	<u>Total Number of Shares Redeemed to Satisfy Employee Tax Withholding Requirements</u>	<u>Weighted-Average Fair Market Value Per Share Redeemed</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</u>	<u>Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs</u>
February 2006	31,922	\$ 27.08	N/A	N/A

N/A - Not applicable.

**ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

**ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS**

None.

**ITEM 5. OTHER INFORMATION**

None.

**ITEM 6. EXHIBITS**

(a) The following exhibits are filed as part of this Quarterly Report on Form 10-Q.

<b>Exhibit Number</b>	<b>Exhibit</b>
10.24	Executive Officers' Compensation for 2005 and 2006 Summary Sheet.
10.30	Amended and Restated Limited Liability Company Agreement of Speltz & Weis LLC, dated May 17, 2005.
10.31	Joinder Agreement, dated May 17, 2005, between Huron Consulting Group Inc., Huron Consulting Services LLC, Speltz & Weis LLC and LaSalle Bank, N.A.
10.32	Fourth Amended and Restated Secured Revolving Line of Credit Note, dated May 17, 2005, between Huron Consulting Group Inc., Huron Consulting Services LLC, Speltz & Weis LLC and LaSalle Bank, N.A.
10.33	Fifth Amended and Restated Secured Revolving Line of Credit Note, dated January 17, 2006, between Huron Consulting Group Inc., Huron Consulting Services LLC, Speltz & Weis LLC and LaSalle Bank, N.A.
10.34	First Amendment to Amended and Restated Loan and Security Agreement between Huron Consulting Group, Inc., Huron Consulting Services LLC, Speltz & Weis LLC and LaSalle Bank, N.A., dated as of January 17, 2006.
10.35	Sixth Amended and Restated Secured Revolving Line of Credit Note, dated March 28, 2006, between Huron Consulting Group Inc., Huron Consulting Services LLC, Speltz & Weis LLC and LaSalle Bank, N.A.
10.36	Second Amendment to Amended and Restated Loan and Security Agreement between Huron Consulting Group, Inc., Huron Consulting Services LLC, Speltz & Weis LLC and LaSalle Bank, N.A., dated as of March 28, 2006.
31.1	Certification of the Chief Executive Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of the Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of the Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

**SIGNATURE**

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

Huron Consulting Group Inc.  
(Registrant)

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Date: April 27, 2006

/s/ Gary L. Burge  
Gary L. Burge  
Vice President,  
Chief Financial Officer and Treasurer



**HURON CONSULTING GROUP INC.  
EXECUTIVE OFFICERS' COMPENSATION FOR 2005 AND 2006  
SUMMARY SHEET**

Name	Position	Year	Base Salary	Bonus <sup>1 2</sup>
Gary E. Holdren	Chairman of the Board, Chief Executive Officer and President	2005	\$ 800,000	\$ 925,000
		2006	\$ 800,000	\$ 850,000
Daniel P. Broadhurst	Vice President of Operations and Assistant Secretary	2005	\$ 485,000	\$ 315,000
		2006	\$ 485,000	\$ 260,000
Gary L. Burge	Vice President, Chief Financial Officer, and Treasurer	2005	\$ 275,000	\$ 250,000
		2006	\$ 325,000	\$ 200,000
Natalia Delgado	Vice President, General Counsel and Corporate Secretary	2005	\$ 300,000	\$ 150,000
		2006	\$ 300,000	\$ 150,000
Mary M. Sawall	Vice President, Human Resources	2005	\$ 275,000	\$ 225,000
		2006	\$ 275,000	\$ 150,000

<sup>1</sup> Bonuses are performance-based and there is no stated maximum. 2005 bonuses were paid during the first quarter of 2006. 2006 bonuses are based on targets and actual amounts paid may be greater or smaller.

<sup>2</sup> During 2005, Messrs. Holdren and Broadhurst were paid guaranteed bonuses in the amount of \$42,000 and \$27,000, respectively. After 2005, none of the aforementioned executive officers will receive a guaranteed minimum bonus.

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT  
OF  
SPELTZ & WEIS LLC

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made and entered into as of this 17th day of May, 2005, by and between Huron Consulting Group Inc., a Delaware corporation (the "Member") and Speltz & Weis LLC (formerly known as SC Holdings, LLC), a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, pursuant to an Agreement of Merger (the "Merger Agreement"), dated May 17, 2005, between the Company and Speltz & Weis LLC, a New Hampshire limited liability company ("Speltz & Weis LLC - NH"), Speltz & Weis LLC - NH was merged with and into the Company (the "Merger"); and

WHEREAS, in connection with the Merger Agreement, the Company's name has been changed from "SC Holding, LLC", to "Speltz & Weis LLC";

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the Member and the Company hereby enter into and adopt this Agreement as the amended and restated limited liability company agreement of the Company.

1. Name. The name of the limited liability company is Speltz & Weis LLC.

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, to engage in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time (the "Delaware Act"), and engaging in any and all activities necessary or incidental to the foregoing.

3. Powers of the Company.

(i) The Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 2, including, but not limited to, the power:

(a) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Delaware Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(b) to acquire, by purchase, lease, contribution of property or otherwise, and to own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(c) to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with the Member or any person or other entity that directly or indirectly controls, is controlled by, or is under common control with the Member (any such person or entity, an "Affiliate"), or any agent of the Company necessary to, in connection with, convenient to, or incidental to, the accomplishment of the purpose of the Company. For purposes of the definition of Affiliate, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or otherwise;

(d) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships (including, without limitation, the power to be admitted as a partner thereof and to exercise the rights and perform the duties created thereby), trusts, limited liability companies (including, without limitation, the power to be admitted as a member or appointed as a manager thereof and to exercise the rights and perform the duties created thereby), and other entities or individuals, or direct or indirect obligations of the United States or any foreign country or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(e) to lend money for any proper purpose, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

(f) to sue and be sued, complain and defend and participate in administrative or other proceedings, in its name;

(g) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(h) to indemnify any person or entity and to obtain any and all types of insurance;

(i) to cease its activities and cancel its insurance;

(j) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Company;

(k) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on any or all of the assets of the Company;

(l) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities; and

(m) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

(ii) The Company may merge with, or consolidate into, another limited liability company or other business entity, subject to restrictions and or limitations imposed on the Company and the other limited liability company or other business entity by the Delaware Act and any applicable laws of the state of formation of such other limited liability company or other business entity, upon the approval of the Member, in its sole discretion.

4. Member. The name and the business, residence or mailing address of the Member of the Company are as follows:

Name:

Huron Consulting Group

Chicago, IL 60607

550 West Van Buren Street

Address:

5. Powers of Member. The Member shall have the power to exercise any and all rights and powers granted to the Member pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement or required by the Delaware Act, the Managing Member (as hereinafter defined) shall have the power to act for and on behalf of, and to bind, the Company. The Managing Member is hereby designated as an authorized person, within the meaning of the Delaware Act, to execute, deliver and file any amendments and/or restatements to the certificate of formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

6. Management.

6.1 Management of the Company.

(i) The Member shall be the managing member of the Company (the "Managing Member") and, in such capacity, shall manage the Company in accordance with this Agreement. The Managing Member is an agent of the Company's business, and the actions of the Managing Member taken in such capacity and in accordance with this Agreement shall bind the Company.

(ii) The Managing Member shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purpose of the Company as set forth herein. The Managing Member shall be the sole person or entity with the power to bind the Company, except and to the extent that such power is expressly delegated to any other person or entity by the Managing Member, and such delegation shall not cause the Managing Member to cease to be the Member or the Managing Member. There shall not be a "manager" (within the meaning of the Delaware Act) of the Company.

(iii) The Managing Member may appoint individuals with or without such titles as it may elect, including the titles of President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managing Member may delegate in writing to any such persons.

6.2 Powers of the Managing Member. The Managing Member shall have the right, power and authority, in the management of the business and affairs of the Company, to do or cause to be done any and all acts deemed by the Managing Member to be necessary or appropriate to effectuate the business, purposes and objectives of the Company, at the expense of the Company. Without limiting the generality of the foregoing, the Managing Member shall have the power and authority to:

- (i) establish a record date with respect to all actions to be taken hereunder that require a record date be established, including with respect to allocations and distributions;
- (ii) bring and defend on behalf of the Company actions and proceedings at law or in equity before any court or governmental, administrative or other regulatory agency, body or commission or otherwise; and
- (iii) execute all documents or instruments, perform all duties and powers and do all things for and on behalf of the Company in all matters necessary, desirable, convenient or incidental to the purpose of the Company, including, without limitation, all documents, agreements and instruments related to the making of investments of Company funds.

The expression of any power or authority of the Managing Member in this Agreement shall not in any way limit or exclude any other power or authority of the Managing Member that is not specifically or expressly set forth in this Agreement.

6.3 No Management by Other Persons or Entities. Except and only to the extent expressly delegated by the Managing Member, no person or entity other than the Managing Member and the Member shall be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

6.4 Reliance by Third Parties. Any person or entity dealing with the Company or the Managing Member may rely upon a certificate signed by the Managing Member as to:

- (i) the identity of the Managing Member;
- (ii) the existence or non-existence of any fact or facts that constitute a condition precedent to acts by the Managing Member or are in any other manner germane to the affairs of the Company;
- (iii) the persons who or entities that are authorized to execute and deliver any instrument or document of or on behalf of the Company; or
- (iv) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or the Member.

6.5 Records and Information. Unless otherwise required by a mandatory provision of law, neither the Company, the Member nor the Managing Member shall have any obligation to maintain any books or records of the Company; provided that the Managing Member may keep books and records of the Company and may, from time to time, designate recordkeeping requirements for the Company.

7. Term; Dissolution. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with this Section 7. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member, (b) the occurrence of any event other than the death or incompetency of the Member that terminates the continued membership of the Member without the admission of a successor member to the Company or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act. In the event of the death or incompetency of the Member, the Company shall not dissolve but the personal representative (as defined in the Delaware Act) of the Member shall agree in writing to continue the Company and to the admission of the personal representative of the Member or its nominee or designee to the Company as a member, effective as of the death or incompetency of the Member. Upon the dissolution of the Company, the Managing Member shall wind up in the Company's affairs and distribute its assets as provided in the Delaware Act. Upon the completion of the winding up of the Company, the Managing Member shall file a certificate of cancellation with the Secretary of State of the State of Delaware canceling the Company's certificate of formation at which time the Company shall terminate.

8. Capital Contribution. The Member shall make such initial capital contribution to the Company in such amount as it shall deem appropriate in its sole discretion.
9. Additional Contributions. The Member may but is not required to make any additional capital contribution to the Company.
10. Allocation of Profits and Losses; Tax Status. The Company's profits and losses shall be allocated to the Member. At all times that the Company has only one member (who owns 100% of the limited liability company interests in the Company), it is the intention of the Member that the Company be disregarded for federal, state, local and foreign income tax purposes.
11. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Managing Member, provided that no distribution shall be made in violation of the Delaware Act and no distribution shall be made to the Member in connection with the resignation of the Member in the event the Member is adjudged incompetent to manage its person or property by a court of competent jurisdiction and, unless otherwise determined by the Member, no distribution will be paid to the Member upon its withdrawal in connection with the voluntary assignment of its entire interest pursuant to Section 12 thereof.
12. Assignments. The Member may transfer or assign (including as a collateral assignment or pledge) in whole or in part its limited liability company interest. In connection with a voluntary transfer or assignment by the Member of its entire limited liability company interest in the Company (not including a collateral assignment or pledge), the Member will automatically withdraw and the assignee will automatically and simultaneously be admitted as the successor Member without any further action at the time such voluntary transfer or assignment becomes effective under applicable law and the Company shall be continued without dissolution.
13. Resignation. The Member may resign from the Company at such time as it shall determine; provided that the Member shall be deemed to have resigned from the Company at such time as it shall be adjudged by a court of competent jurisdiction to be incompetent to manage its person or property. Neither the filing of a voluntary petition in bankruptcy nor any other event specified in Section 18-304 of the Delaware Act will cause the Member to cease to be a member of the Company.
14. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional member of the Company (including an admission in connection with a partial assignment or transfer pursuant to Section 12), this Agreement shall be amended by the Member and the person or persons to be admitted as additional members to make such changes as they shall determine to reflect the fact that the Company shall have more than one member.

15. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Delaware Act.

16. Exculpation and Indemnification.

16.1 Exculpation.

(i) The Member, whether acting as Member, in its capacity as Managing Member, or in any other capacity, shall, to the fullest extent permitted by law, have no liability to the Company or to any other person for any loss, damage or claim incurred by reason of any act or omission (whether or not constituting negligence or gross negligence) performed or omitted by the Member.

(ii) The Member shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person or entity as to matters the Member reasonably believes are within the professional or expert competence of such person or entity and who or which has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid. The foregoing provision shall in no way be deemed to reduce the limitation on liability of the Member provided in Clause (i) of this Section 16.1.

(iii) All provisions of this Section 16.1 shall apply to any former member of the Company for all actions or omissions taken while such person was the Member of the Company to the same extent as if such person were still the Member of the Company.

16.2 Duties and Liabilities of the Member.

(i) To the extent that, at law or in equity, the Member has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other person, the Member acting under this Agreement shall not be liable to the Company or to any other person for its reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of the Member otherwise existing at law or in equity, are agreed to replace such other duties and liabilities of such Member.

(ii) Whenever in this Agreement the Member is permitted or required to make a decision (a) in its "discretion" or under a grant of similar authority or latitude, the Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person, or (b) in its "good faith" or under another express

standard, the Member shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

16.3 Indemnification. To the fullest extent permitted by applicable law, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Member by reason of any act or omission (whether or not constituting negligence or gross negligence) performed or omitted by him on behalf of the Company; provided, however, that any indemnity under this Section 16.3 shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

16.4 Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by the Member in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding.

16.5 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Managing Member shall, in its sole discretion, deem reasonable, on behalf of Covered Persons and such other persons or entities as the Managing Member shall determine, against any liability that may be asserted against or expenses that may be incurred by any such person or entity in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Agreement.

16.6 Other. The Managing Member and the Company may enter into indemnity contracts with any other persons granting such persons rights of indemnification and may adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 16 and containing such other procedures regarding indemnification all as the Managing Member determines in its sole discretion.

17. Outside Business. The Member or any Affiliate thereof may engage in or possess an interest in any business venture of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Member shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. The Member or any Affiliate thereof shall not be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and the Member or Affiliate thereof shall have the right to take for its own account (individually or as a partner, shareholder, fiduciary or otherwise) or to recommend to others any such particular investment opportunity.

18. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Member.

19. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, without regard to the rules of conflict of laws thereof or of any other jurisdiction that would call for the application of the substantive laws of a jurisdiction other than the State of Delaware.

20. Miscellaneous. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references to "Sections" and "Clauses" shall refer to corresponding provisions of this Agreement. The use of the word "including" or any similar term shall be deemed to mean "including, without limitation." Any reference in this Agreement to any law, rule or regulation shall be construed as reference to such law, rule or regulation as the same may have been, or may from time to time be, amended, revised or reenacted and any successor thereto. The headings of sections in this Agreement are intended for reference purposes only and shall be given no substantive meaning or any interpretive force.

IN WITNESS WHEREOF, the undersigned has duly executed this Limited Liability Company Agreement as of the 17<sup>th</sup> day of May, 2005.

**HURON CONSULTING GROUP INC., Member**

By: /s/ James K. Rojas  
Name: James K. Rojas  
Title: VP Corporate Development

The Company hereby executes this Agreement for the purposes of becoming a party hereto and agreeing to perform its obligations and duties hereunder and being entitled to enjoy its rights and benefits hereunder.

**SPELTZ & WEIS LLC**

By: Huron Consulting Group Inc.,  
as Managing Member

By: /s/ James K. Rojas  
Name: James K. Rojas  
Title: VP Corporate Development

**JOINDER AGREEMENT**

This JOINDER AGREEMENT (the "Agreement") dated as of May 17, 2005, is executed by and among HURON CONSULTING GROUP INC., a Delaware corporation (sometimes referred to herein as "Parent Borrower"), and HURON CONSULTING SERVICES LLC, a Delaware limited liability company f/k/a Huron Consulting Group LLC, each of whose address is 550 W. Van Buren Street, Chicago, Illinois 60607 (each of the foregoing two corporations are jointly, severally and collectively referred to in this Agreement as the "Borrower"), Speltz & Weis LLC, a Delaware limited liability company whose address is 550 W. Van Buren Street, Chicago, Illinois 60607 (hereinafter "Subsidiary"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank"), whose address is 135 South LaSalle Street, Chicago, Illinois 60603.

**RECITALS:**

A. Original Borrower and Bank entered into that certain Amended and Restated Loan and Security Agreement (the "Loan Agreement") dated February 10, 2005, pursuant to which the Bank agreed to provide to Borrower a one (1) year secured revolving line of credit loan in the principal amount not to exceed at any time the sum of Twenty-Five Million and No/100 Dollars (\$25,000,000.00). Terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Loan Agreement.

B. Parent Borrower has acquired Subsidiary and pursuant to Section 8.3(i) of the Loan Agreement, Subsidiary is required to enter into a joinder agreement pursuant to which Subsidiary becomes a party to the Loan Agreement, as a joint and several borrower under the Loan Agreement and pledges its assets to secure the Obligations, providing Bank with a senior security interest in such assets.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals set forth above attached hereto are true and correct and are incorporated into this Amendment by this reference as if they were fully set forth herein.

2. Loan Agreement, Revolving Note, and Pledge of Assets. The parties hereby acknowledge and agree that Subsidiary: (a) is hereby added as a party to the Loan Agreement and the Revolving Note executed pursuant to the Loan Agreement, (b) is hereby deemed to be a Borrower under such Loan Agreement, Revolving Note and the other Loan Documents, and all references to the "Borrower" therein shall include Subsidiary; and (c) Subsidiary hereby agrees to be bound by, and hereby confirms, the terms and conditions of the Loan Agreement, the Revolving Note and the other Loan Documents, including but not limited to the granting to Bank of a senior security interest in the Subsidiary's assets, and the Revolving Note delivered pursuant to the Loan Agreement. As security for the payment of the Obligations, Subsidiary confirms that it does hereby pledge, assign, transfer and deliver to the Bank and does hereby grant to the Bank a continuing and unconditional security interest in and to any and all property of such Subsidiary, of any kind or description, tangible or intangible, whether now existing or hereafter arising or acquired, including, but not limited to, the property specifically defined as "Collateral" under Sections 6.1(a) and (b) of the Loan Agreement, and agrees that all of such property of Subsidiary shall be included within the definition of "Collateral" under the Loan Agreement, and hereby irrevocably authorizes Bank to execute and file any and all financing statements and other documents deemed necessary or desirable by Bank to perfect such security interest. Subsidiary hereby agrees to execute and deliver to Bank a Fourth Amended and Restated Secured Revolving Line of Credit Note, in form and substance satisfactory to Bank, evidencing such joinder.

3. Notices. Subsidiary hereby agrees that addresses for any and all notices given to it in connection with this Agreement and Loan Agreement shall be all notices shall be given to it at the address of the Borrower set forth in Notices provision of the Loan Agreement and in the manner set forth in this Agreement.

4. Reaffirmation of Obligations. Borrower (i) reaffirms all of its obligations under the Loan Documents to which it is a party, (ii) acknowledges that it has no claims, offsets, or defenses with respect to the payment of sums due under the Loan Agreement or any other Loan Document, (iii) acknowledges and consents to the modifications required pursuant to this Agreement, and (iv) acknowledges that, except as otherwise provided herein, each of the other Loan Documents is hereby ratified and confirmed and remains in full force and effect.

5. Reaffirmation of Warranties and Representations. Borrower hereby represents and warrants to Bank that after giving effect to this Agreement (a) all representations and warranties contained in the Loan Documents are true and correct as of the date hereof as if made on the date hereof except to the extent such representation or warranty expressly relates to an earlier date, (b) as of the date hereof Borrower is in full compliance with the covenants contained in each of the Loan Documents, except for any covenant violation heretofore expressly waived by the Bank in writing, and (c) as of the date hereof there exists no Event of Default or any condition that, with the giving of notice or lapse of time or both, would constitute an Event of Default under any of the Loan Documents, except for any defaults heretofore expressly waived by the Bank in writing.

6. Miscellaneous.

(a) Governing Law. The performance and interpretation of this Agreement shall be governed by the laws of the State of Illinois (without regard to its conflict of laws provisions).

(b) Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof. This Agreement is deemed to have been drafted jointly by all parties hereto, and any uncertainty or ambiguity shall not be construed for or against either party as an attribution of drafting to either party.

(c) Counterparts. This Agreement may be executed in any one or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute but one and the same instrument. Facsimile signature pages of this Agreement shall be valid and binding as original signatures and shall be considered an agreement of the respective parties to fully execute and deliver originally signed copies of this Agreement.

(d) Severability. If any provision of this Agreement be deemed to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not be deemed to affect or impair the validity of enforceability of any other provision of this Agreement, and each and every section, paragraph and provision of this Agreement is hereby declared to be separable from each and every other section, paragraph and provision hereof, and to constitute separate and distinct covenants.

(e) Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, provided that neither Borrower nor Subsidiary shall assign any of their respective rights or obligations hereunder without the written consent of Bank.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**ORIGINAL BORROWER:**

**HURON CONSULTING GROUP INC.**, a  
Delaware corporation

ATTEST:

By: /s/ Lisa P. Robison  
Name: Lisa P. Robison  
Title: Director of Finance

By: /s/ James K. Rojas  
Name: James K. Rojas  
Title: VP of Corporate Development

---

**HURON CONSULTING SERVICES LLC**, a  
Delaware limited liability company

ATTEST:

By: /s/ Lisa P. Robison  
Name: Lisa P. Robison  
Title: Director of Finance

By: /s/ James K. Rojas  
Name: James K. Rojas  
Its: VP of Corporate Development

---

**SUBSIDIARY:**

**SPELTZ & WEIS LLC**  
By: Huron Consulting Group Inc., its manager

ATTEST:

By: /s/ Lisa P. Robison  
Name: Lisa P. Robison  
Title: Director of Finance

By: /s/ James K. Rojas  
Name: James K. Rojas  
Its: VP of Corporate Development

---

Agreed and accepted:

LASALLE BANK NATIONAL ASSOCIATION  
a national banking association

By: /s/ David Bacon  
Name: David Bacon  
Title: VP

**FOURTH AMENDED AND RESTATED  
SECURED REVOLVING LINE OF CREDIT NOTE**

\$25,000,000.00 & # 1 6 0 ; Chicago,  
Illinois May 17, 2005

□ 60;

**FOR VALUE RECEIVED, HURON CONSULTING GROUP INC.**, a Delaware corporation, **HURON CONSULTING SERVICES LLC**, a Delaware limited liability company f/k/a Huron Consulting Group LLC and Speltz & Weis LLC, a Delaware limited liability company (each of the foregoing three entities are hereby collectively referred to herein as the Borrower), jointly and severally promise to pay to the order of **LASALLE BANK NATIONAL ASSOCIATION** (the "Bank"), at such place as Bank may from time to time designate in writing, the principal sum of **TWENTY-FIVE MILLION AND NO/100 DOLLARS (\$25,000,000.00)**, or such lesser principal sum as may then be owed by Borrower to Bank hereunder. Any principal that is borrowed and repaid hereunder may be borrowed again in accordance with the terms of this Note and that certain Amended and Restated Loan and Security Agreement of even date herewith between Borrower and Bank pursuant to which this Note is being delivered (the "Loan Agreement"). Except as hereinafter provided, Borrower's obligations and liabilities to Bank under this Note (collectively, the "Borrower's Liabilities") unpaid from time to time shall bear interest at the rate(s) hereinafter set forth from the date advanced, disbursed or otherwise incurred until paid.

All outstanding principal shall be payable on or prior to February 10, 2006 (the "Maturity Date").

The amount of principal hereunder shall bear interest as provided in the Loan Agreement.

In no event will the interest rate hereunder exceed that permitted by applicable law. If any interest or other charge is finally determined by a court of competent jurisdiction to exceed the maximum amount permitted by law, the interest or charge shall be reduced to the maximum permitted by law, and the Bank may credit any excess amount previously collected against the balance due or refund the amount to the Borrower.

Any check, draft or similar item of payment by or for the account of Borrower delivered to Bank on account of Borrower's Liabilities shall, provided the same is honored by Bank and final settlement thereof is reflected by irrevocable credit to Bank, be applied by Bank on account of Borrower's Liabilities in accordance with Bank's funds availability schedule and in such order as Bank shall determine in its sole discretion.

Borrower warrants and represents to Bank and covenants with Bank that Borrower is not in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no proceeds represented by this Note will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

This Note amends and restates that certain Third Amended and Restated Secured Revolving Line of Credit Note (the "Prior Note") in the principal amount of Twenty-Five Million and 00/100 Dollars (\$25,000,000.00) dated February 10, 2005 made by Huron Consulting Group Inc. and Huron Consulting Services LLC in favor of Bank. The indebtedness evidenced by the Prior Note is continuing indebtedness, and nothing herein shall be deemed to constitute a payment, settlement or novation of the Prior Note, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of Bank against any guarantor, surety or other party primarily or secondarily liable for such indebtedness.

The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default under this Note.

Upon an Event of Default hereunder, Bank shall have the rights set forth in the Loan Agreement. The acceptance by Bank of any partial payment made hereunder after the time when any obligation under this Note becomes due and payable will not establish a custom, or waive any rights of Bank to enforce prompt payment hereof. Borrower and every endorser hereof waive presentment, demand and protest and notice of presentment, protest, default, non-payment, maturity, release, compromise, settlement, extension or renewal of this Note.

This Note and Borrower's Liabilities hereunder are secured by all security interests, mortgages, liens and encumbrances heretofore, now or hereafter granted to Bank by Borrower in the Loan Agreement.

Collection fees and costs (including but not limited to reasonable attorneys' fees and costs) incurred by Bank in connection with the collection or enforcement of this Note will be payable in accordance with the Loan Agreement.

If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances will not be affected thereby and the provisions of this Note shall be severable in any such instance.

This Note is submitted by Borrower to Bank at Bank's principal place of business and shall be deemed to have been made thereat. This Note shall be governed and controlled by the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects.

To induce Bank to accept this Note, Borrower irrevocably agrees that, subject to Bank's sole and absolute election, all actions or proceedings in any way, manner or respect, arising out of or from or related to this Note, shall be litigated in courts having situs within Cook County, Illinois. Borrower hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state. Borrower hereby waives any right Borrower may have to transfer or change the venue of any litigation brought against Borrower by Bank in accordance with this paragraph.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each of the undersigned has executed this Note as of the date first above written.

**HURON CONSULTING GROUP INC.**, a  
Delaware corporation

By: /s/ James K. Rojas  
Name: James K. Rojas  
Its: VP of Corporate Development

**HURON CONSULTING SERVICES LLC**, a  
Delaware limited liability company

By: /s/ James K. Rojas  
Name: James K. Rojas  
Its: VP of Corporate Development

**SPELTZ & WEIS LLC**  
By: Huron Consulting Group Inc., its manager

By: /s/ James K. Rojas  
Name: James K. Rojas  
Its: VP of Corporate Development

**FIFTH AMENDED AND RESTATED  
SECURED REVOLVING LINE OF CREDIT NOTE**

\$25,000,000.00

& # 1 6 0 ;  
□ 60;

Chicago, Illinois  
January 17, 2006

**FOR VALUE RECEIVED, HURON CONSULTING GROUP INC.**, a Delaware corporation, **HURON CONSULTING SERVICES LLC**, a Delaware limited liability company f/k/a Huron Consulting Group LLC, and **Speltz & Weiss LLC**, a Delaware limited liability company (each of the foregoing three entities are hereby collectively referred to herein as the Borrower), jointly and severally promise to pay to the order of **LASALLE BANK NATIONAL ASSOCIATION** (the "Bank"), at such place as Bank may from time to time designate in writing, the principal sum of **TWENTY-FIVE MILLION AND NO/100 DOLLARS (\$25,000,000.00)**, or such lesser principal sum as may then be owed by Borrower to Bank hereunder. Any principal that is borrowed and repaid hereunder may be borrowed again in accordance with the terms of this Note and that certain Amended and Restated Loan and Security Agreement dated February 10, 2005 between Borrower and Bank, as amended by that certain Amendment of even date herewith pursuant to which this Note is being delivered (the "Loan Agreement"). Except as hereinafter provided, Borrower's obligations and liabilities to Bank under this Note (collectively, the "Borrower's Liabilities") unpaid from time to time shall bear interest at the rate(s) hereinafter set forth from the date advanced, disbursed or otherwise incurred until paid.

All outstanding principal shall be payable on or prior to May 10, 2006 (the "Maturity Date").

The amount of principal hereunder shall bear interest as provided in the Loan Agreement.

In no event will the interest rate hereunder exceed that permitted by applicable law. If any interest or other charge is finally determined by a court of competent jurisdiction to exceed the maximum amount permitted by law, the interest or charge shall be reduced to the maximum permitted by law, and the Bank may credit any excess amount previously collected against the balance due or refund the amount to the Borrower.

Any check, draft or similar item of payment by or for the account of Borrower delivered to Bank on account of Borrower's Liabilities shall, provided the same is honored by Bank and final settlement thereof is reflected by irrevocable credit to Bank, be applied by Bank on account of Borrower's Liabilities in accordance with Bank's funds availability schedule and in such order as Bank shall determine in its sole discretion.

Borrower warrants and represents to Bank and covenants with Bank that Borrower is not in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no proceeds represented by this Note will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

This Note amends and restates that certain Fourth Amended and Restated Secured Revolving Line of Credit Note (the "Prior Note") in the principal amount of Twenty-Five Million and 00/100 Dollars (\$25,000,000.00) dated May 17, 2005 made by Borrower in favor of Bank. The indebtedness evidenced by the Prior Note is continuing indebtedness, and nothing herein shall be deemed to constitute a payment, settlement or novation of the Prior Note, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of Bank against any guarantor, surety or other party primarily or secondarily liable for such indebtedness.

The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default under this Note.

Upon an Event of Default hereunder, Bank shall have the rights set forth in the Loan Agreement. The acceptance by Bank of any partial payment made hereunder after the time when any obligation under this Note becomes due and payable will not establish a custom, or waive any rights of Bank to enforce prompt payment hereof. Borrower and every endorser hereof waive presentment, demand and protest and notice of presentment, protest, default, non-payment, maturity, release, compromise, settlement, extension or renewal of this Note.

This Note and Borrower's Liabilities hereunder are secured by all security interests, mortgages, liens and encumbrances heretofore, now or hereafter granted to Bank by Borrower in the Loan Agreement.

Collection fees and costs (including but not limited to reasonable attorneys' fees and costs) incurred by Bank in connection with the collection or enforcement of this Note will be payable in accordance with the Loan Agreement.

If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances will not be affected thereby and the provisions of this Note shall be severable in any such instance.

This Note is submitted by Borrower to Bank at Bank's principal place of business and shall be deemed to have been made thereat. This Note shall be governed and controlled by the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects.

To induce Bank to accept this Note, Borrower irrevocably agrees that, subject to Bank's sole and absolute election, all actions or proceedings in any way, manner or respect, arising out of or from or related to this Note, shall be litigated in courts having situs within Cook County, Illinois. Borrower hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state. Borrower hereby waives any right Borrower may have to transfer or change the venue of any litigation brought against Borrower by Bank in accordance with this paragraph.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has executed this Note as of the date first above written.

**HURON CONSULTING GROUP INC.,** a  
Delaware corporation

By: /s/ Daniel P. Broadhurst  
Name: Daniel P. Broadhurst  
Title: VP of Operations / Asst. Secretary

By: /s/ Natalia Delgado  
Name: Natalia Delgado  
Title: General Counsel / Corporate Secretary

**HURON CONSULTING SERVICES LLC,** a  
Delaware limited liability company f/k/a  
Huron Consulting Group LLC

By: /s/ Daniel P. Broadhurst  
Name: Daniel P. Broadhurst  
Title: VP of Operations / Asst. Secretary

By: /s/ Natalia Delgado  
Name: Natalia Delgado  
Title: General Counsel / Corporate Secretary

**SPELTZ & WEIS LLC**  
By: Huron Consulting Group Inc., its manager

By: /s/ Daniel P. Broadhurst  
Name: Daniel P. Broadhurst  
Title: VP of Operations / Asst. Secretary

By: /s/ Natalia Delgado  
Name: Natalia Delgado  
Title: General Counsel / Corporate Secretary

**FIRST AMENDMENT  
TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This First Amendment to Amended and Restated Loan and Security Agreement (the "**Amendment**") is executed as of January 17, 2006, by and among HURON CONSULTING GROUP INC., a Delaware corporation (referred to herein as "**Parent**" or "**Parent Borrower**"), and HURON CONSULTING SERVICES LLC, a Delaware limited liability company f/k/a Huron Consulting Group LLC (referred to herein as "**Original Borrower**"), and SPELTZ & WEISS LLC, a Delaware limited liability company ("**Subsidiary**") (each of the foregoing three entities shall collectively be referred to herein as the "**Borrower**") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association whose address is 135 South LaSalle Street, Chicago, Illinois 60603 (the "**Bank**"), with reference to the following facts:

**RECITALS:**

- A. Original Borrower and Bank entered into that certain Loan and Security Agreement (the "**Original Loan Agreement**") dated January 31, 2003, whereby Bank agreed to provide Original Borrower a secured, revolving loan in the principal amount not to exceed \$5,000,000.00 (the "**Revolving Loan**"), with a maturity date of January 31, 2004.
- B. Pursuant to a First Amendment to Loan and Security Agreement dated January 28, 2004 (the "**First Amendment**"), Original Borrower and Bank agreed to amend the Loan Agreement to, among other things, (i) increase the principal amount of the Revolving Loan to be \$6,500,000.00, and (ii) extend the maturity date of the Revolving Loan to February 29, 2004.
- C. Pursuant to a Second Amendment to Loan and Security Agreement dated February 11, 2004, Original Borrower and Bank agreed to further amend the Loan Agreement to (i) increase the principal amount of the Revolving Loan to be \$15,000,000.00, (ii) extend the maturity date of the Revolving Loan to February 10, 2005, and (iii) permit certain advances under the Revolving Loan to be made on Eligible Work in Process (as defined below).
- D. Pursuant to a Third Amendment to Loan and Security Agreement, Original Borrower and Bank agreed to further amend the Loan Agreement to clarify the definition of the defined term used in the Subsidiary's minimum equity covenant and to modify such covenant.
- E. Pursuant to a Fourth Amendment to Loan and Security Agreement dated May 7, 2004, Original Borrower and Bank agreed to further amend the Loan Agreement in connection with a potential initial public offering of the Original Borrower's parent company.
- F. Pursuant to a Fifth Amendment to Loan and Security Agreement dated December 3, 2004, Original Borrower and Bank agreed to further amend the Loan Agreement to waive the covenant requiring audited annual financial statements for Original Borrower's 2004 fiscal year.
- G. Pursuant to an Amended and Restated Loan and Security Agreement (the "**Loan Agreement**") dated February 10, 2005, Parent, Original Borrower and Bank agreed to amend and restate the Original Loan Agreement to: (i) incorporate the amendments to the Loan Agreement referred to in the above Recitals; (ii) add the Parent as a co-borrower, (iii) increase the principal amount of the Revolving Loan to be \$25,000,000.00 (iv) extend the maturity date of the Revolving Loan to be February 10, 2006, and (v) modify certain financial covenants.
- H. Pursuant to a Joinder Agreement dated as of May 17, 2005, the Subsidiary, which was acquired by the Parent, became a party to the Loan Agreement.
- I. Borrower has requested, and Bank has agreed, to amend the Loan Agreement to extend the maturity date of the Revolving Loan to be May 10, 2006, on the terms and conditions contained in this Agreement.

**NOW, THEREFORE**, for valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals and Certain Definitions.** The Recitals set forth above are true and correct and are incorporated into this Amendment by this reference as if they were fully set forth herein. Unless the context requires otherwise, terms defined in the Loan Agreement shall have the same meaning in this Amendment. The term "Loan Agreement" as defined therein and in the other Loan Documents shall mean the Loan Agreement as amended, including by this Amendment.

2. **Amendment.** In order to amend the Loan Agreement in accordance with Recital I above, the following definition in Section 1.1 of the Loan Agreement is hereby amended to read as follows:

"**Revolving Loan Maturity Date**" shall mean May 10, 2006, unless extended by the Bank pursuant to any modification, extension or renewal note executed by the Borrower and accepted by the Bank in its sole and absolute discretion in substitution of the Revolving Note.

3. **Scope of Amendment.** This Amendment does not limit the rights of Bank with respect to any other loan documents or any other loan or other relationship to which the Borrower or Bank may be parties determined, in each case, after giving effect to any amendments in connection with this Amendment.

4. **Reaffirmation of Obligations.** Borrower (i) reaffirms all of its obligations under the Loan Documents to which it is a party, (ii) acknowledges that it has no claims, offsets, or defenses with respect to the payment of sums due under the Loan Agreement or any other Loan Document, (iii) acknowledges and consents to the modifications required pursuant to this Amendment, and (iv) acknowledges that, except as otherwise provided herein, each of the other Loan Documents is hereby ratified and confirmed and remains in full force and effect.

5. **Reaffirmation of Warranties and Representations.** Borrower hereby represents and warrants to Bank that after giving effect to this Amendment (a) all representations and warranties contained in the Loan Documents are true and correct as of the date hereof as if made on the date hereof except to the extent such representation or warranty expressly relates to an earlier date, (b) as of the date hereof Borrower is in full compliance with the covenants contained in each of the Loan Documents, except for the covenant violation which was waived by Bank under the First Amendment, and any other covenant violation heretofore expressly waived by the Bank in writing or waived above, and (c) as of the date hereof there exists no Event of Default or any condition that, with the giving of notice or lapse of time or both, would constitute an Event of Default under any of the Loan Documents, except for the default waived in the First Amendment or any other defaults heretofore expressly waived by the Bank in writing or waived above.

6. **Borrower Authorization.** Borrower hereby authorizes Bank to file such financing statements and extensions as Bank from time to time deems necessary or desirable to continue the perfection of its security interest in the Collateral.

7. **Conditions to Effectiveness of Amendment.** The effectiveness of this Amendment is subject to Borrower's satisfaction of the following conditions:

- (a) **Amendment.** Borrower shall have delivered to Bank a duly executed counterpart of this Amendment.
- (b) **Other Documents.** Borrower shall have delivered to Bank all other documents, certificates and agreements as Bank may request to accomplish the purposes of this Amendment, including without limitation certified corporate resolutions and certificates and good standing certificates.
- (c) **No Defaults.** As of the date of this Amendment, no Event of Default under the Loan Agreement or any of the Loan Documents shall have occurred or be continuing, except for the default waived under the First Amendment above or any other defaults heretofore expressly waived by the Bank in writing or waived above.

8. **Counterparts.** This document may be executed in counterparts, which taken together shall be considered one and the same instrument.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

**BORROWER:**

**HURON CONSULTING GROUP INC.,** a  
Delaware corporation

By: /s/ Daniel P. Broadhurst  
Name: Daniel P. Broadhurst  
Title: VP of Operations / Asst. Secretary

By: /s/ Natalia Delgado  
Name: Natalia Delgado  
Title: General Counsel / Corporate Secretary

**HURON CONSULTING SERVICES LLC,** a  
Delaware limited liability company f/k/a  
Huron Consulting Group LLC

By: /s/ Daniel P. Broadhurst  
Name: Daniel P. Broadhurst  
Title: VP of Operations / Asst. Secretary

By: /s/ Natalia Delgado  
Name: Natalia Delgado  
Title: General Counsel / Corporate Secretary

**SPELTZ & WEIS LLC**  
By: Huron Consulting Group Inc., its manager

By: /s/ Daniel P. Broadhurst  
Name: Daniel P. Broadhurst  
Title: VP of Operations / Asst. Secretary

By: /s/ Natalia Delgado  
Name: Natalia Delgado  
Title: General Counsel / Corporate Secretary

**BANK:**  
LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By: /s/ David Bacon

Name: David Bacon

Title: VP

**SIXTH AMENDED AND RESTATED  
SECURED REVOLVING LINE OF CREDIT NOTE**

\$35,000,000.00  
1 6 0 ;

Chicago, Illinois  
□ 60;

& #

March 28, 2006

**FOR VALUE RECEIVED, HURON CONSULTING GROUP INC.**, a Delaware corporation, **HURON CONSULTING SERVICES LLC**, a Delaware limited liability company f/k/a Huron Consulting Group LLC, and **Speltz & Weis LLC**, a Delaware limited liability company (each of the foregoing three entities are hereby collectively referred to herein as the Borrower), jointly and severally promise to pay to the order of **LASALLE BANK NATIONAL ASSOCIATION** (the "Bank"), at such place as Bank may from time to time designate in writing, the principal sum of **THIRTY-FIVE MILLION AND NO/100 DOLLARS (\$35,000,000.00)**, or such lesser principal sum as may then be owed by Borrower to Bank hereunder. Any principal that is borrowed and repaid hereunder may be borrowed again in accordance with the terms of this Note and that certain Amended and Restated Loan and Security Agreement dated February 10, 2005 between Borrower and Bank, as amended by that certain Amendment dated January 17, 2006 and that certain Amendment of even date herewith pursuant to which this Note is being delivered (the "Loan Agreement"). Except as hereinafter provided, Borrower's obligations and liabilities to Bank under this Note (collectively, the "Borrower's Liabilities") unpaid from time to time shall bear interest at the rate(s) hereinafter set forth from the date advanced, disbursed or otherwise incurred until paid.

All outstanding principal shall be payable on or prior to July 10, 2006 (the "Maturity Date").

The amount of principal hereunder shall bear interest as provided in the Loan Agreement.

In no event will the interest rate hereunder exceed that permitted by applicable law. If any interest or other charge is finally determined by a court of competent jurisdiction to exceed the maximum amount permitted by law, the interest or charge shall be reduced to the maximum permitted by law, and the Bank may credit any excess amount previously collected against the balance due or refund the amount to the Borrower.

Any check, draft or similar item of payment by or for the account of Borrower delivered to Bank on account of Borrower's Liabilities shall, provided the same is honored by Bank and final settlement thereof is reflected by irrevocable credit to Bank, be applied by Bank on account of Borrower's Liabilities in accordance with Bank's funds availability schedule and in such order as Bank shall determine in its sole discretion.

Borrower warrants and represents to Bank and covenants with Bank that Borrower is not in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no proceeds represented by this Note will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

This Note amends and restates that certain Fifth Amended and Restated Secured Revolving Line of Credit Note (the "Prior Note") in the principal amount of Twenty-Five Million and 00/100 Dollars (\$25,000,000.00) dated January 17, 2006 made by Borrower in favor of Bank. The indebtedness evidenced by the Prior Note is continuing indebtedness, and nothing herein shall be deemed to constitute a payment, settlement or novation of the Prior Note, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of Bank against any guarantor, surety or other party primarily or secondarily liable for such indebtedness.

The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default under this Note.

Upon an Event of Default hereunder, Bank shall have the rights set forth in the Loan Agreement. The acceptance by Bank of any partial payment made hereunder after the time when any obligation under this Note becomes due and payable will not establish a custom, or waive any rights of Bank to enforce prompt payment hereof. Borrower and every endorser hereof waive presentment, demand and protest and notice of presentment, protest, default, non-payment, maturity, release, compromise, settlement, extension or renewal of this Note.

This Note and Borrower's Liabilities hereunder are secured by all security interests, mortgages, liens and encumbrances heretofore, now or hereafter granted to Bank by Borrower in the Loan Agreement.

Collection fees and costs (including but not limited to reasonable attorneys' fees and costs) incurred by Bank in connection with the collection or enforcement of this Note will be payable in accordance with the Loan Agreement.

If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances will not be affected thereby and the provisions of this Note shall be severable in any such instance.

This Note is submitted by Borrower to Bank at Bank's principal place of business and shall be deemed to have been made thereat. This Note shall be governed and controlled by the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects.

To induce Bank to accept this Note, Borrower irrevocably agrees that, subject to Bank's sole and absolute election, all actions or proceedings in any way, manner or respect, arising out of or from or related to this Note, shall be litigated in courts having situs within Cook County, Illinois. Borrower hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state. Borrower hereby waives any right Borrower may have to transfer or change the venue of any litigation brought against Borrower by Bank in accordance with this paragraph.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has executed this Note as of the date first above written.

**HURON CONSULTING GROUP INC., a**  
Delaware corporation

By: /s/ Gary E. Holdren  
Name: Gary E. Holdren  
Title: Chairman and Chief Executive Officer

**HURON CONSULTING SERVICES LLC, a**  
Delaware limited liability company f/k/a  
Huron Consulting Group LLC

By: /s/ Gary E. Holdren  
Name: Gary E. Holdren  
Title: Chairman and Chief Executive Officer

**SPELTZ & WEIS LLC**  
By: Huron Consulting Group Inc., its manager

By: /s/ Gary E. Holdren  
Name: Gary E. Holdren  
Title: Chairman and Chief Executive Officer

**SECOND AMENDMENT  
TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This Second Amendment to Amended and Restated Loan and Security Agreement (the "**Amendment**") is executed as of March 28, 2006, by and among HURON CONSULTING GROUP INC., a Delaware corporation (referred to herein as "**Parent**" or "**Parent Borrower**"), and HURON CONSULTING SERVICES LLC, a Delaware limited liability company f/k/a Huron Consulting Group LLC (referred to herein as "**Original Borrower**"), and SPELTZ & WEIS LLC, a Delaware limited liability company ("**Subsidiary**") (each of the foregoing three entities shall collectively be referred to herein as the "**Borrower**") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association whose address is 135 South LaSalle Street, Chicago, Illinois 60603 (the "**Bank**"), with reference to the following facts:

**RECITALS:**

- A. Original Borrower and Bank entered into that certain Loan and Security Agreement (the "**Original Loan Agreement**") dated January 31, 2003, whereby Bank agreed to provide Original Borrower a secured, revolving loan in the principal amount not to exceed \$5,000,000.00 (the "**Revolving Loan**"), with a maturity date of January 31, 2004.
- B. Pursuant to a First Amendment to Loan and Security Agreement dated January 28, 2004 (the "**First Amendment**"), Original Borrower and Bank agreed to amend the Loan Agreement to, among other things, (i) increase the principal amount of the Revolving Loan to be \$6,500,000.00, and (ii) extend the maturity date of the Revolving Loan to February 29, 2004.
- C. Pursuant to a Second Amendment to Loan and Security Agreement dated February 11, 2004, Original Borrower and Bank agreed to further amend the Loan Agreement to (i) increase the principal amount of the Revolving Loan to be \$15,000,000.00, (ii) extend the maturity date of the Revolving Loan to February 10, 2005, and (iii) permit certain advances under the Revolving Loan to be made on Eligible Work in Process (as defined below).
- D. Pursuant to a Third Amendment to Loan and Security Agreement dated May 7, 2004, Original Borrower and Bank agreed to further amend the Loan Agreement to clarify the definition of the defined term used in the Subsidiary's minimum equity covenant and to modify such covenant.
- E. Pursuant to a Fourth Amendment to Loan and Security Agreement dated May 7, 2004, Original Borrower and Bank agreed to further amend the Loan Agreement in connection with a potential initial public offering of the Original Borrower's parent company.
- F. Pursuant to a Fifth Amendment to Loan and Security Agreement dated December 3, 2004, Original Borrower and Bank agreed to further amend the Loan Agreement to waive the covenant requiring audited annual financial statements for Original Borrower's 2004 fiscal year.
- G. Pursuant to an Amended and Restated Loan and Security Agreement (the "**Loan Agreement**") dated February 10, 2005, Parent, Original Borrower and Bank agreed to amend and restate the Original Loan Agreement to: (i) incorporate the amendments to the Loan Agreement referred to in the above Recitals; (ii) add the Parent as a co-borrower, (iii) increase the principal amount of the Revolving Loan to be \$25,000,000.00 (iv) extend the maturity date of the Revolving Loan to be February 10, 2006, and (v) modify certain financial covenants.
- H. Pursuant to a Joinder Agreement dated as of May 17, 2005, the Subsidiary, which was acquired by the Parent, became a party to the Loan Agreement.
- I. Pursuant to a First Amendment to Amended and Restated Loan and Security Agreement dated January 17, 2006, Borrower and Bank agreed to amend the Loan Agreement to extend the maturity date of the Revolving Loan to be May 10, 2006.
- J. Borrower has requested, and Bank has agreed, to further amend the Loan Agreement to: (i) increase the principal amount of the Revolving Loan to be \$35,000,000.00; (ii) extend the maturity date of the Revolving Loan to be July 10, 2006; (iii) eliminate the Borrowing Base, aged schedule, and field exam requirements; and (iv) reduce certain pricing, on the terms and conditions in this Amendment.

**NOW, THEREFORE**, for valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals and Certain Definitions.** The Recitals set forth above are true and correct and are incorporated into this Amendment by this reference as if they were fully set forth herein. Unless the context requires otherwise, terms defined in the Loan Agreement shall have the same meaning in this Amendment. The term "Loan Agreement" as defined therein and in the other Loan Documents shall mean the Loan Agreement as amended, including by this Amendment.
2. **Increase in Revolving Loan.** Bank and Borrower hereby agree to increase the principal amount of the Revolving Loan to be \$35,000,000.00. Accordingly, the following definition in Section 1.1 of the Loan Agreement is hereby amended to read as follows:

"Revolving Loan Amount" shall mean Thirty-Five Million and 00/100 Dollars (\$35,000,000.00).

3. **Extension of Maturity Date.** Bank and Borrower hereby agree to extend the Maturity Date of the Revolving Loan from May 10, 2006 to July 10, 2006. Accordingly, the following definition in Section 1.1 of the Loan Agreement is hereby amended to read as follows:

"Revolving Loan Maturity Date" shall mean July 10, 2006, unless extended by the Bank pursuant to any modification, extension or renewal note executed by the Borrower and accepted by the Bank in its sole and absolute discretion in substitution of the Revolving Note.

4. **Elimination of Borrowing Base, Aging and Field Exam Requirements.** Bank and Borrower hereby agree to eliminate the Borrowing Base, aged schedule, and field exam requirements with respect to the Revolving Loan. Accordingly, the following definition in Section 1.1 of the hereby amended to read as follows:

"Revolving Loan Availability" shall mean at any time, the Revolving Loan Amount less the Letter of Credit Obligations.

The following defined terms are hereby deleted from Section 1.1: "Borrowing Base Amount," "Borrowing Base Certificate," "Eligible Accounts," and "Eligible Work in Process." The following sections of the Loan Agreement are hereby deleted: Section 9.9 (entitled "Borrowing Base Certificate"); Section 9.11 (entitled "Aged Accounts Schedule"); and Section 9.12 (entitled "Field Audits").

5. **Reduction in Certain Pricing.** The Bank and Borrower hereby agree to reduce the applicable Libor Rate by .50%. Accordingly, the following definition in Section 1.1 of the Loan Agreement is hereby amended to read as follows:

"LIBOR Rate" shall mean a per annum rate of interest equal to LIBOR for the relevant Interest Period (rounded upward if necessary, to the nearest 1/100 of 1.00%) plus one and one-quarter percent (1.25%), which LIBOR Rate shall remain fixed during such Interest Period.

Bank and Borrower hereby agree to reduce the Letter of Credit fee by 1.25%. Accordingly, Section 5 of the Loan Agreement is hereby amended to reduce the annual fee for all standby Letters of Credit set forth in such Section 5 from two and one-half percent (2.50%) to one and one-quarter percent (1.25%) of the undrawn amount of each such standby Letter of Credit.

6. **Note.** Borrower shall, contemporaneous with the execution of this Amendment, execute and deliver to Bank a Sixth Amended and Restated Secured Revolving Line of Credit Note, in form and substance satisfactory to Bank, which reflects the above amendments to the Loan Agreement.
7. **Scope of Amendment.** This Amendment does not limit the rights of Bank with respect to any other loan documents or any other loan or other relationship to which the Borrower or Bank may be parties determined, in each case, after giving effect to any amendments in connection with this Amendment.
8. **Commitment Fee.** As a condition to Bank entering into this Amendment, the Borrower shall contemporaneously herewith pay to the Bank a non-refundable commitment fee in the amount of Ten-Thousand Dollars (\$10,000.00).
9. **Reaffirmation of Obligations.** Borrower (i) reaffirms all of its obligations under the Loan Documents to which it is a party, (ii) acknowledges that it has no claims, offsets, or defenses with respect to the payment of sums due under the Loan Agreement or any other Loan Document, (iii) acknowledges and consents to the modifications required pursuant to this Amendment, and (iv) acknowledges that, except as otherwise provided herein, each of the other Loan Documents is hereby ratified and confirmed and remains in full force and effect.
10. **Reaffirmation of Warranties and Representations.** Borrower hereby represents and warrants to Bank that after giving effect to this Amendment (a) all representations and warranties contained in the Loan Documents are true and correct as of the date hereof as if made on the date hereof except to the extent such representation or warranty expressly relates to an earlier date, (b) as of the date hereof Borrower is in full compliance with the covenants contained in each of the Loan Documents, except for the covenant violation which was waived by Bank under the First Amendment, and any other covenant violation heretofore expressly waived by the Bank in writing or waived above, and (c) as of the date hereof there exists no Event of Default or any condition that, with the giving of notice or lapse of time or both, would constitute an Event of Default under any of the Loan Documents, except for the default waived in the First Amendment or any other defaults heretofore expressly waived by the Bank in writing or waived above.
11. **Borrower Authorization.** Borrower hereby authorizes Bank to file such financing statements and extensions as Bank from time to time deems necessary or desirable to continue the perfection of its security interest in the Collateral.
12. **Conditions to Effectiveness of Amendment.** The effectiveness of this Amendment is subject to Borrower's satisfaction of the following conditions:
  - (a) **Amendment and Note.** Borrower shall have delivered to Bank a duly executed counterpart of this Amendment and a duly executed Note.

(b) Other Documents; Fees. Borrower shall have delivered to Bank all other documents, certificates and agreements as Bank may request to accomplish the purposes of this Amendment, including without limitation certified corporate resolutions and certificates and good standing certificates, and shall have paid the fee set forth in Section 7 above.

(c) No Defaults. As of the date of this Amendment, no Event of Default under the Loan Agreement or any of the Loan Documents shall have occurred or be continuing, except for the default waived under the First Amendment or any other defaults heretofore expressly waived by the Bank in writing or waived above.

13. Counterparts. This document may be executed in counterparts, which taken together shall be considered one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

**BORROWER:**

**HURON CONSULTING GROUP INC.**, a Delaware corporation

By: /s/ Gary E. Holdren  
Name: Gary E. Holdren  
Title: Chairman and Chief Executive Officer

**HURON CONSULTING SERVICES LLC**, a Delaware limited liability company f/k/a  
Huron Consulting Group LLC

By: /s/ Gary E. Holdren  
Name: Gary E. Holdren  
Title: Chairman and Chief Executive Officer

**SPELTZ & WEIS LLC**

By: Huron Consulting Group Inc., its manager

By: /s/ Gary E. Holdren  
Name: Gary E. Holdren  
Title: Chairman and Chief Executive Officer

**BANK:**

**LASALLE BANK NATIONAL ASSOCIATION**, a national banking association

By: /s/ David Bacon  
Name: David Bacon  
Title: VP

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER,  
PURSUANT TO RULE 13a-14(a)/15d-14(a), AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Gary E. Holdren, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Huron Consulting Group Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 27, 2006

By: /s/ Gary E. Holdren  
Gary E. Holdren  
Chairman, Chief Executive Officer  
and President

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER,  
PURSUANT TO RULE 13a-14(a)/15d-14(a), AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Gary L. Burge, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Huron Consulting Group Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 27, 2006

By: /s/ Gary L. Burge  
 Gary L. Burge  
 Vice President,  
 Chief Financial Officer and Treasurer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER,  
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Huron Consulting Group Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2006 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gary E. Holdren, Chairman and Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

Date: April 27, 2006

By: /s/ Gary E. Holdren  
Gary E. Holdren  
Chairman and Chief Executive Office

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER,  
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Huron Consulting Group Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2006 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gary L. Burge, Vice President, Chief Financial Officer and Treasurer of the Company, hereby certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

Date: April 27, 2006

By: /s/ Gary L. Burge  
Gary L. Burge  
Vice President,  
Chief Financial Officer and Treasurer